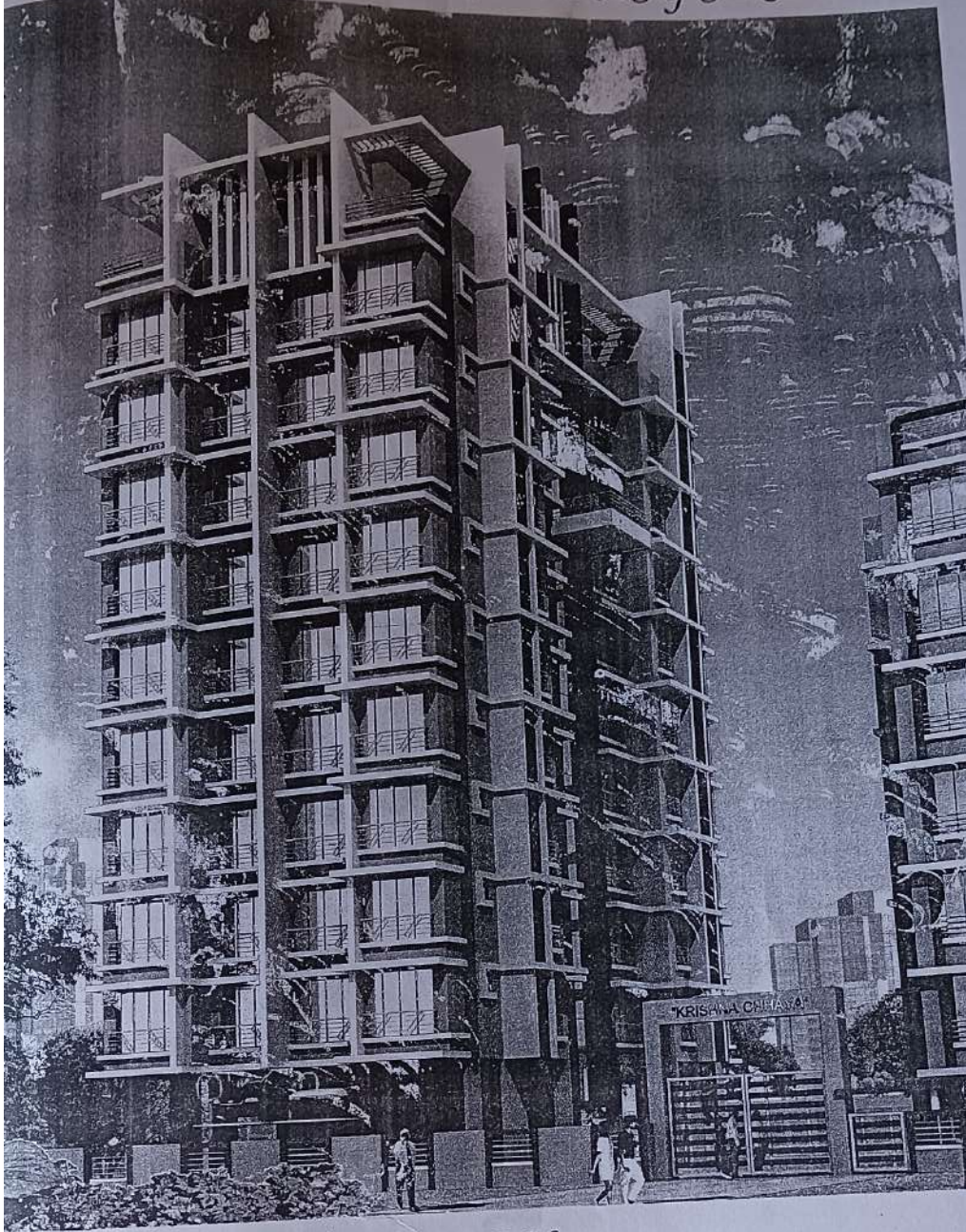


KRISHNA CHHAYA CO-OP HSG SOC. LTD



ON

Survey No.96, C T S No.2249/B,
Village Eksar, Borivali (w) Mumbai.
FLAT No. 304 FLOOR 3rd

ADHEYA CONSTRUCTION

BUILDERS AND DEVELOPERS

18, Goyal Shopping Centre, Opp. Borivali Railway Station, Mumbai



Wednesday, October 08, 2014
11:11 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावतीचे नाव: एकसर

पावती क्र.: 7210

दिनांक: 08/10/2014

स्तऐवजाचा अनुक्रमांक: बरज8-6805-2014

स्तऐवजाचा प्रकार: पर्यायी जागेचा करार

पदर करणाऱ्याचे नाव: मेबल फर्नांडिस हे स्वतः करिता व ब्रायन फर्नांडिस यांच्या तर्फे मुखत्यार

नोंदणी फी

रु. 11200.00

दस्त हाताळणी फी

रु. 1180.00

पृष्ठांची संख्या: 59

एकूण:

रु. 12380.00

पणाम मूळ दस्त, थंबनेल प्रिंट, सूची-२ व सीडी अंदाजे 11:25 AM ह्या वेळेस मिळेल.

सह. दुय्यम विधवा वीरकरी - २

जार मुल्य: रु. 1118500/-

मोबदला: रु. 0/-

रलेले मुद्रांक शुल्क : रु. 55950/-

देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु. 11000/-

डी/धनादेश/पे ऑर्डर क्रमांक: MH002975864201415R दिनांक: 22/09/2014

चे नाव व पत्ता: IDBI

देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु. 200/-

डी/धनादेश/पे ऑर्डर क्रमांक: MH003118377201415R दिनांक: 29/09/2014

चे नाव व पत्ता: IDBI

देयकाचा प्रकार: By Cash रकम: रु. 1180/-

M. S. S. S.

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON _____

VALUATION SHEET

बदल-61
<i>Eley</i>
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MENT FOR PERMANENT ALTRENATE ACCMODATION

Mrs.Mabel Fernandes & Brian Fernandes

Old Flat No.204 Second Floor Area 414Sqfit Carpet

New Flat No.304 Thitrd Floor Area 560 Sqfit Carpet - 135

560-414= 558 Rate 17600

2 Rate 102900

$558 \times 1.2 \div 10.76 \times 17600 = 1095256$ ✓

$2 \times 1.2 \div 10.76 \times 102900 = 22951$ ✓

=1118207 M.V. ✓

Rs. 55950 STAP DUTY PAID ✓

RF. 11200 ✓

M. Fernandes

[Signature]

M. Fernandes





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udes
R. Mahan

AGREEMENT FOR PERMANENT ACCOMMODATION

THIS ARTICLES OF AGREEMENT FOR PERMANENT ACCOMMODATION is made at Mumbai this 4th day of October in the Christian Year Two Thousand Fourteen BETWEEN **M/S. RADHEYA CONSTRUCTION CO.**, a Partnership Firm registered under the provisions of Indian Partnership Act 1932 bearing registration No. BA-49369 having its Office at 118 Goyal Shopping Arcade, Opp. Borivli Railway Station, Borivli West Mumbai 400 092, hereinafter referred to as "**THE DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said Partnership Firms of M/s. Radheya Construction Co., the survivors or survivor of them and the heirs, executors, administration assigns of such last surviving Partner) of the **First Part AND KRISHNA CHHAYA CO-OPERATIVE HOUSING SOCIETY LTD**, a Society registered un

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the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. BOM/HSG/ITC/8937-4988-89 having address at Sainath Nagar, Off. Eksar Road, Eksar, Borivli West, Mumbai 400 103, hereinafter called "THE SOCIETY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said Society and its successors) of the

Second Part; **AND**

Mr./Mrs. MABEL FERNANDES & MR. BRIAN L.S. FER-
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of Mumbai, Indian Inhabitant residing at Flat No. 204 on 2nd floor in the building "Krishna Chhaya" at Sainath Nagar, Eksar Road, Borivli (W), Mumbai 400 103 hereinafter referred to as "THE MEMBER" (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors and administrators);



WHEREAS:-

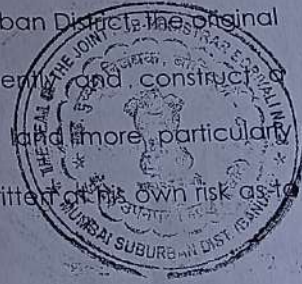
- (a) The Society is seized and possessed of or otherwise well and sufficiently entitled to all that pieces or parcel of the land along with building standing thereon known as "Krishna Chhaya" consisting of ground plus three upper floors and four floor (part) on plot of land bearing C.T.S. No. 2249/B/part of Village Eksar, Taluka Borivli Mumbai Suburban District admeasuring about 796.50 sq. meter and more particularly described in the said Schedule 'A' hereunder written.
- (b) One Shri. Kisan Sitaram Thakur (The original Owner) is seized and possessed of and otherwise well and sufficiently entitled to immovable property now bearing City Survey No. 2249/B of Villa

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Eksar, Taluka Borivli in Mumbai Suburban District total 2028

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admeasuring 1450.20 sq. meters or thereabouts. Out of the said entire area admeasuring 1450.20 sq. meters an area admeasuring 796.50 sq. mtrs is in the possession of the Society and more particularly described in the Schedule 'A' hereunder written and remaining land owned by the said original owner including two chawls standing thereon admeasuring about 653.70 sq. mtrs more particularly described in the Schedule 'B' hereunder written situated at Eksar Village, Borivli (West), Mumbai Suburban District. The original owner is at liberty to develop independently and construct a separate building on the said portion of land more particularly described in the Schedule 'B' hereunder written at his own risk as to cost and consequences.



- (c) The said building "Krishna Chhaya" was constructed prior to the year 1985 and is now in a very bad and dilapidated condition and as such, unsafe to use and occupy and beyond economical repairs.
- (d) The said building Krishna Chhaya comprises of ground plus four (part) upper floors consisting of 19 flats occupied 19 members of the Society herein.
- (e) Since the said building Krishna Chhaya is old and in a dilapidated condition, unsafe to use and occupy and as such, requires heavy repairs which is uneconomical and in view thereof all the existing members of the Society thought it fit to redevelop the said building by demolishing the existing building and reconstructing thereon a new building.

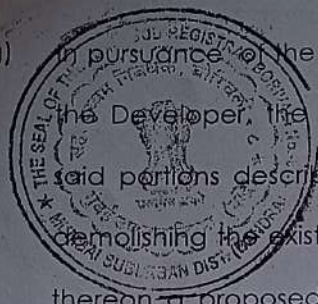
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(f) In pursuance of the provisions of Development Control Regulations for Greater Bombay, 1991, while redeveloping the said property described in the Schedule 'A' hereunder written it is permissible to consume the FSI arising out of the said property as well as the proportionate outside TDR/FSI/FUNGIBLE FSI thereon by treating the same as base land or recipient area under the provisions of Development Control Regulations for Greater Mumbai 1991.

(g) In pursuance of the negotiations ensued between the Society and the Developer, the Developers have proposed to redevelop the said portions described in the Schedule 'A' hereunder written by demolishing the existing building Krishna Chhaya and constructing thereon a proposed new 9 storied building and have offered to provide permanent alternate accommodation to the existing members of the Society herein by providing them extra area and amenities, however on the terms and conditions recorded in the letter of offer dated 26th October, 2012 addressed to the Society and the Society's letter dated 12th October, 2012.

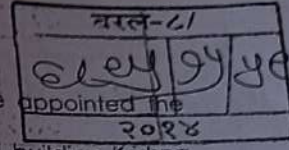


n) Since the Society was desirous of redeveloping the said property the Society has in compliance with the directions given by the State Government vide Government Resolution dated 3rd January, 2009 the existing 19 members unanimously accepted the offer of the Developers and decided to redevelop the said property in accordance with the terms and conditions.

Thus, the members of the Society have at its extra ordinary meeting held on 19th December, 2012 unanimously resolved and have

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accepted the offer of the Developers and have appointed the Developers herein for redevelopment of the said building Krishna Chhaya the said property described in the Schedule 'A' have passed appropriate resolution dated 19th December, 2012 a copy thereof is annexed hereto and marked **Annexure "A"**. The general body vide the said resolution authorized The Chairman, The Hon. Secretary and the Treasurer to sign and execute necessary development agreement, Power of Attorney and all other relevant documents and affix the seal of the Society thereon in confirmation thereof.



- (j) The Society consists of 36 members including the Member herein who are in use and occupation of their respective flats in the said building Krishna Chhaya.
- (k) The Member is holding 5 (five) fully paid up shares of Rs. 50/- each issued by the society bearing distinctive Nos. 56 to 60 (both inclusive) under share certificate No. 12 and is in use and occupation of Flat No. 204 on 2nd floor of the said building "Krishna Chhaya".
- (l) The Society have executed a Development Agreement dated 14 February, 2013 with the Developers which has been duly registered with the Office of the Joint Sub Registrar of Assurances, Borivli North, M.S.D. under No. BRL-5/1466/2013 and that the Society have executed a Power of Attorney in favour of the Partners of the Developers and that the Development Agreement and Power of Attorney are valid, subsisting in full force.

[Handwritten Signature]

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(m) In pursuance of the said Agreement, the Society and the Members are jointly and severally to bound to discharge the obligations under the said Development Agreement so far respectively they are concerned.

(n) In pursuance of the said agreement, the Developers have prepared the building plans and submitted the same to the municipal corporation and the same has been duly sanctioned by



(o) In pursuance of the allotment made by the Society, the members is now allotted and entitled to Flat No. 304 on 3rd floor in

— wing admeasuring 560-0 sq. ft. carpet area comprising of 2 bedroom, hall & kitchen as per the plan thereof hereto annexed and marked **Annexure "B"** hereto.

(p) As provided in the said Agreements, it is necessary to execute this Tripartite Agreement in the manner set out hereinafter.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. All the statements and representations made in the recital hereinabove and in the documents/Agreements referred to herein shall form an integral part of this agreement as if the same are set out herein seriatim.

2. The Member hereby agree and undertake to carry out the provisions of this Agreement so far the same are to be discharged by

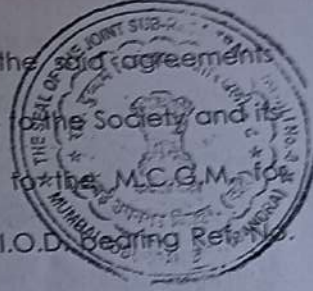
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M. Suresh

shall also co-operate and assist the Society to enable the Society to discharge their obligations.

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The Developers shall also carry out and discharge their obligations in favour of the Society as well as the Member herein.

The Developers have in accordance with the said agreements prepared and submitted plan of the proposed flats to the Society and its members & have submitted the building plans to the M.C.G.M. for sanction and got the same duly sanctioned vide I.O.D. bearing Ref. No. E/A-5138/BP(WS&AR) of 2014-2015 dated 2/9/2014

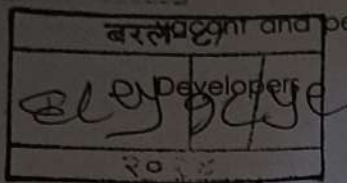


The Member hereto is in use and occupation of Flat No. 204 ^{MS} _{MS} 2nd floor admeasuring 414-0 sq. ft. carpet area in the said building Krishna Chhaya and hereby agrees to handover vacant and peaceful possession of the said Flat to the Developers through the Society within a period of 7 days from the date hereof to enable the Developers to demolish the same and agree to accept free of cost the said Flat No. 204 on Third floor in — wing, admeasuring 560-0 sq. ft. carpet area comprising of 2 bedroom, a hall & kitchen in the proposed building to be constructed on the said property by the Developers as permanent accommodation. A plan of the said Flat is annexed hereto and marked **Annexure "B"**.

The Developers agree to pay a sum of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand only) to the Member towards corpus fund and the same shall be paid by the Developer as under:

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(a) Rs.1,75,000/- (Rupees One Lakh Seventy Five Thousand only) being 50% at the time of all the Members handing over



(b) Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand only) being the balance of the 50% shall be paid at the time of taking possession of the new flat in the new building.

7. The Developers shall pay a sum of Rs. 10,000/- (Rupees Ten Thousand only) as one time payment towards compensation cost for freight and carrier charges.

8. The Developers shall pay to the Member one-time rent towards brokerage charges for leave and license.

9. The Developers have agreed to pay Rs.18,000/- (Rupees Eighteen Thousand only) per month by way of agreed compensation for cost temporary accommodation and the same shall be paid in the manner provided in the said Development Agreement. The said compensation shall be paid in advance initially for 11 months and 9 months, post date cheques with increase in rent at 10% after the expiry of each block of 11 months. The said compensation shall be continued to be paid till the Member is put in possession of his/her new flat in the new building. It is further agreed between the parties herein that the cheque for compensation for temporary accommodation shall be paid to the existing 19 members only after handing over vacant and peaceful possession of all the 19 flats with entire building to the Developer.

10. The Society shall be provided 10 stilt car parking and 9 open car parking in new building. The society will allocate the car parking to the existing 19 members.

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11. The developers shall commence and complete the construction of the new building in accordance with the terms of the said Development Agreement and hand over possession of the said flat to the Member. After giving vacant possession of the existing flats, the developers shall pay all bills, taxes, etc. to the concern authorities till the possession of new flats in the redeveloped building is handed over to the existing 19 members of the society.



12. The Member shall from the date of possession pay all the taxes and outgoings payable to the Society in respect of the new flat.

13. The Member shall sign and execute all such further and other assurances and documents as may be required.

14. Upon receipt of I.O.D. the Member shall within 7 days from execution and registration hereof hand over vacant and peaceful possession of the existing flat to the Developers in accordance with terms of the said Development Agreement failing which the Society the Developers shall be entitled to take possession.

15. The said Development Agreement dated 14/2/2013 registered with the Sub Registrar of Assurances at Borivli under Sr. No. BRL5-144 being executed as a supplemental agreement confirming the terms of the said Agreement. The stamp duty and registration charges

been paid on the said Agreement and therefore this Agreement is being
executed and appropriate stamp duty and registration charges will be
paid by the developer's payable on this agreement.

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THE SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT PIECES or parcels of land hereditaments and premises
together with the building "Krishna Chhaya" standing thereon and
bearing C.T.S. No. 2249/B/part admeasuring 796.50 sq. mtrs.
thereabouts of Village Eksar, Taluka Borivli in Mumbai Suburban District.



THE SCHEDULE "B" ABOVE REFERRED TO:

ALL THAT PIECES or parcels of remaining land owned by
Sitaram Thakur the Original Owner including two chawls standing thereon
and bearing C.T.S. No. 2249/B/part admeasuring 653.70 sq. mtrs. of Village
Eksar, Taluka Borivli in Mumbai Suburban District

IN WITNESS WHEREOF the parties hereto have hereunto
subscribed their respective hands and seal the day and year
hereinabove written.

M/S. RADHEYA CONSTRUCTION CO.

SIGNED SEALED AND DELIVERED by]
 the withinnamed "DEVELOPERS" M/S]
 RADHEYA CONSTRUCTION CO. by the]
 hands of its partner Mr. Jitendra Kisan]
 Thakur, in the presence of]

1.

2.

THE COMMON SEAL of the withinnamed]
SOCIETY "KRISHNA CHHAYA CO-OPERATIVE]
HOUSING SOCIETY LTD. is hereunder affixed]
pursuant to the Resolution of the Society]
passed in the meeting held on 19/12/2012]
in the presence of]

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1. Mr. Vithal Ladoba Morajkar, Chairman]

For KRISHNA CHHAYA CO-OP. HSG. SOC. LTD.



Morajkar
Chairman

2. Mrs. Darshana Yogesh Malkan, Secretary]

For KRISHNA CHHAYA CO-OP. HSG. SOC. LTD.



D.Y. Malkan
Secretary

3. Mr. Arun Namdev Nikam, Treasurer]

For KRISHNA CHHAYA CO-OP. HSG. SOC. LTD.



Nikam
Treasurer

SIGNED SEALED AND DELIVERED by]

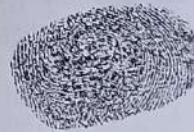
The within named "MEMBER"]

SMT. MABEL FERNANDES for]

Self & C.A. to MR. BRIAN]

L.S. FERNANDES]

M. Fernandes



In the presence of]

1. [Signature]

2. [Signature]

M. Fernandes



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ANNEXURE - "A"
Krishna Chhaya Co-operative Housing Society Ltd.

(Reg. No. BOM (WR) HSG (TC) 3837 / 88 - 89 Dt. 2nd Dec. 1988)

Salnath Nagar, Eksar Road, Borivli (West), Mumbai - 400 103.

Date :

MINUTES OF THE SPECIAL GENERAL BODY MEETING

A meeting of the Special General Body of Krishna Chhaya C.H.S. Ltd. was held on December, 2012 at 8.30 p.m. in Flat No. 001 to discuss the following subjects :

To approve the minutes of the last General Body Meeting.

To discuss and approve the Draft Re-development Agreement to be executed between the Society and the Developer M/s Radheya Constructions and give approval for each and every clause of the Draft Re-development Agreement.

Any subject with the permission of the chair.

In the said Special General Body Meeting the following resolution was passed unanimously :

Resolved that the Re-development Draft Agreement to be executed between the Society and the Developers M/s Radheya Constructions was approved by all the members present in the meeting. Each and every clause of the Draft Agreement was read over and discussed and explained to all the members who were present in the meeting by the Secretary of the Society and after fully satisfying the members present in the meeting, the same was approved. It was further decided that the Chairman, Secretary and Treasurer are authorized to sign and execute the Re-development Agreement and get it registered on behalf of the Society. All the points raised by the members were explained to the members and thereafter unanimously the above resolution was passed. Similarly it was decided in the meeting that henceforth any approval or sanction for any building plan or any document required the Chairman, Secretary and Treasurer are authorized to execute and sign the same on behalf of the Society as and when required.

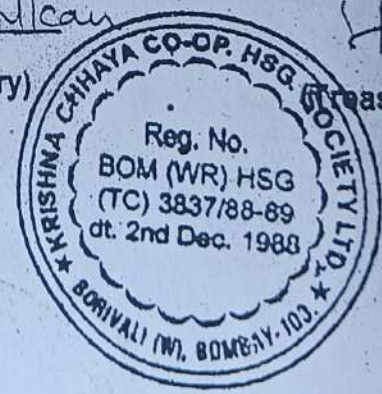
Mumbai dated 19th day of December, 2012.

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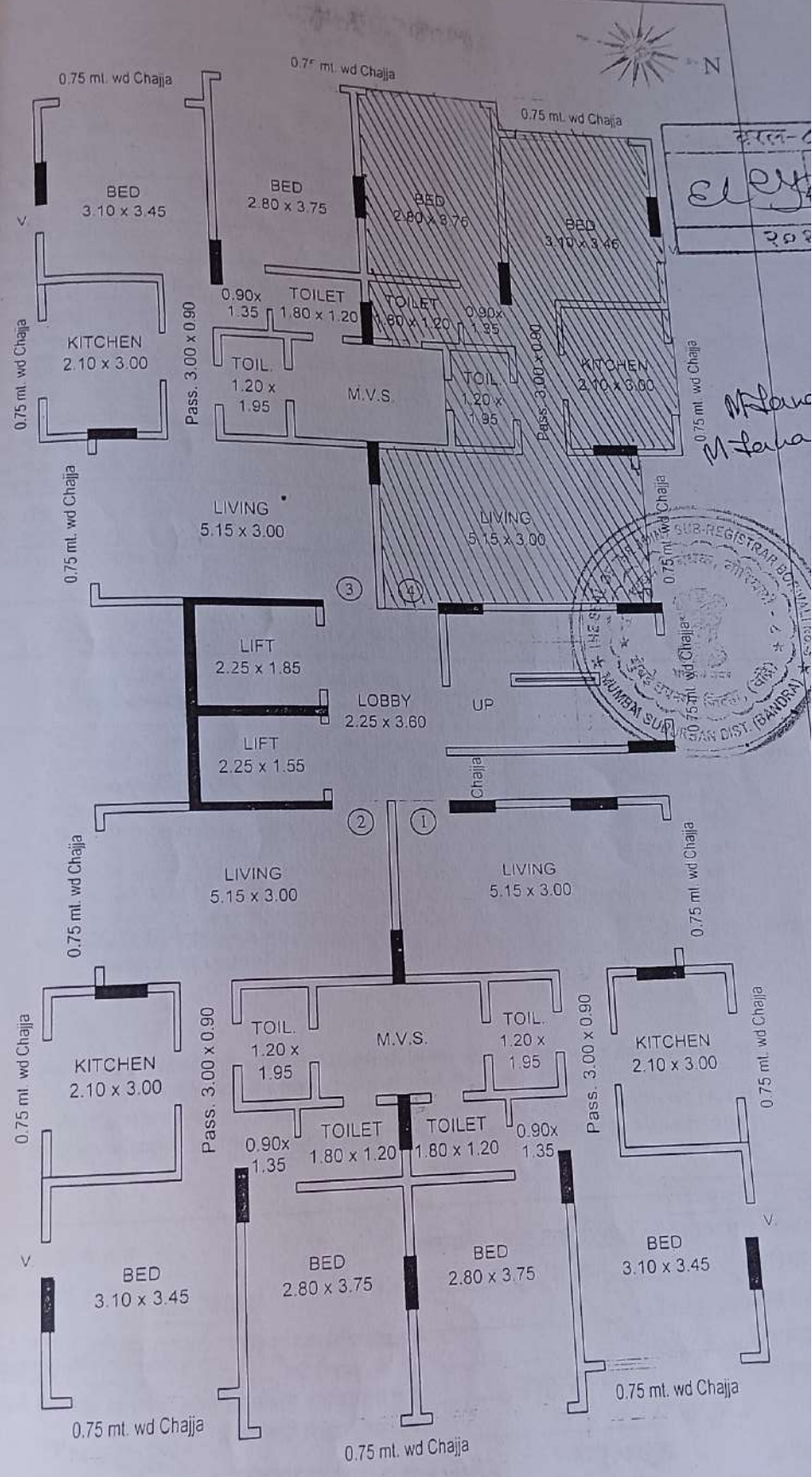
Horappa
(Chairman)

D.Y. Malikan
(Secretary)

Signature
(Treasurer)



ANNEXURE "B"



1ST TO 5TH FLOOR PLAN

FLAT No. 304

PLAN OF PROP. RE DEVP. OF 'KRISHNA CHAYA' C.H.S.