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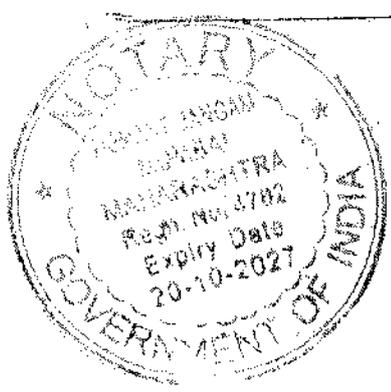
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महाराष्ट्र शासन
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MARS LIFESPACES (YASH) PVT.LTD.

90 Silver Group, Silver Utopia, Cardinal Gracious Road, Chakala, Andheri (E), Mumbai - 400099.

CIN: U70109MH2019PTC202919

Date: 04/10/2021

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF MARS LIFESPACES (YASH) PVT LTD., HELD ON MONDAY, 04TH DAY OF OCTOBER, 2021 AT SILVER UTOPIA, OPP. F&S CARDINAL GRACIOUS ROAD, CHAKALA, ANDHERI EAST, MUMBAI 400099.



The Chairman informed the Board first pursuant to the Offer Letter dated 24.09.2021 addressed by the Company to "DINESHI YASH CO. OP HSG. SOC. LTD." (SOC) for the re-development of the society and the Society has unanimously agreed to appoint the Company as the Developer of the Society building.

Accordingly, necessary documentations will have to be executed by the Company for undertaking the re-development including Development Agreement, Power of Attorney, Permanent Alternate Accommodation Agreements, etc. and of which the following resolution came to be passed:



RESOLVED THAT MRS NANCY MEHTA the Director of the Company ("Authorised Executive") is hereby authorized to sign, execute and deliver the Memorandum of Understanding, Development Agreement, Permanent Alternate Accommodation Agreements, Escrow Agreements, Deed of Transfer / Agreement to Sell, except Power of Attorney, (i.e. Definitive Agreements) on behalf of the Company and to sign, execute and deliver such other agreements, arrangements, letter heads, documents, supplemental, deeds, instruments, financing documents and other writings and accept such modifications thereto or in the Definitive Agreements as may be agreed to between the Company and the relevant parties to such Definitive Agreements (including the Society) and to do all such acts, deeds and things as may be required or considered necessary in this regard.

Nancy



Chakala



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MARS LIFESPACES (YASH) PVT.LTD.

C/O Silver Group, Silver Utopia, Cardinal Gaudet Road, Christie, Andheri (E), Mumbai - 400059.
CIN: U77109MH20143PTC0201918

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the Authorised Executive is hereby authorized to do the following:

(i) to finalize and settle the Definitive Agreement and any other agreement, documents, deeds, undertakings and execute any other document or deed or writing, as may be agreed to between the Company and the relevant parties to such Definitive Agreements and that the Common Seal of the Company (if required), be affixed thereto, in conformity with the Articles of Association of The Company;

- (ii) to accept amendments to such executed Definitive Agreements and other agreements, deed, documents and writings, as and when they become necessary;
- (iii) to lodge the Definitive Agreements in the concerned office of the Sub-registrar of Assurances and admit execution thereof, and;
- (iv) to generally do all such acts and things and deal with all such matters and take all such steps as may be necessary for giving effect to this resolution.



RESOLVED FURTHER THAT copy of the aforesaid resolution, duly certified by any one of the Directors or the Company Secretary (if appointed), be furnished to the parties to the Definitive Agreements and they be requested to act thereon.

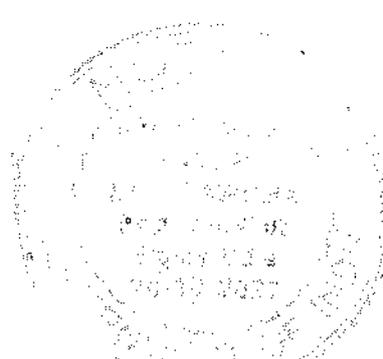
Nancy Mehta
Name: MRS. NANCY MEHTA GOTEL
Designation: DIRECTOR
DIN: 2773062



Mukul Mehta
Name: MRS. PUSPAM MUKESH MEHTA
Designation: DIRECTOR
DIN: 02772802



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दिंडोशी यश स. गृह संस्था (मर्यादित)

(रजि नं.: मुं-महाडा (डब्लू.पी.) स.गृ. (टि.सी.) १००४६/९८/९९)

बि. नं. ७, शिवधाम संकुल, जन. अरुणकुमार वैद्य मार्ग, दिंडोशी, मालाड (पू), मुंबई - ९७.

जावक क्र.

दिनांक _____

Date: 3 March 2021

To,
Ms. Nancy Mehta, Director
Mars Life Space (Yash) Pvt. Ltd. C/o Silver Group,
Silver Utopia, Chakala, Andheri (East),
Mumbai - 400 099.

Dear Madam,

Subject: Redevelopment of Building No. 7, Dindoshi Yash CHSL, Shivdham MHADA, Malad East, Mumbai - 400097.

Reference: - Your Letter dated 2nd January 2021 subject 'Notice to Vacate' in reply to various letters from Yash CHS from 2nd March 2020 to 15th October 2020.
- Meeting organized by you at Royal Challenge on 10th February 2021 for updating the Project Progress and further plans to Yash CHS members.
- Yash CHS members' discussions with regard to the Revised Draft Supplementary Agreement draft.

With reference to above, we would like to inform you that the revised draft Supplementary Agreement sent by you is approved by majority of the members with some changes.

The key changes are as below:

1. The final financial offer:

- Corpus fund of Rs.12 Lac -
Rs.3.6 Lac paid at the time of registration of Development Agreement.
Rs.1.4 Lac payable at the time of vacation.
Balance Rs.7 Lac to be paid upon handing over possession of the New Premises to the Member i.e. after Receiving OC.
- Monthly compensation towards temporary alternate accommodation -
Rs.40,000/- for First eleven months payable by PDCs and 10% escalation thereafter till Receiving OC.
- One time Brokerage: Rs.40,000/- at the time of vacation of the flat.
- One time Shifting Charges: Rs.40,000/- at the time of vacation of the flat.

Monthly compensation PDC, should be handed to members on signing the Supplementary Agreement, Permanent Alternate Accommodation (PAA) Agreement and vacation of the existing flat.

2. Handing of keys of existing flats to Developer:

On vacation of the existing flat, members will handover keys to the Society Office. All keys of the vacated flats will handed over to the Developer only after IOA mentioning FSI is received.

All of the above shall be part of the registered Supplementary Agreement.

Developer should prepare the Permanent Alternative Accommodation (PAA) Agreement draft ASAP and share with Society.

We look forward to signing the agreements, vacating the flats and start of new building construction at the earliest.

Thank you.

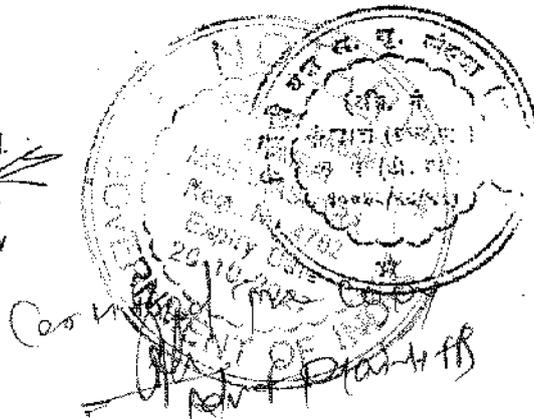
Yours sincerely,
for Dindoshi Yash CHS Ltd.

M/s. Dindoshi Yash Co-op. Hs. Ltd.


Authorized Signatory

Chairman

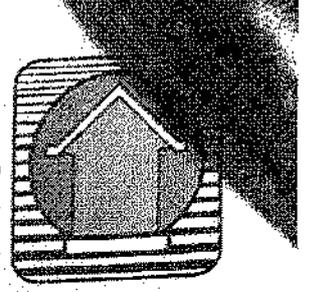

Secretary



मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ
(म्हाडाचा घटक)

MUMBAI HOUSING AND
AREA DEVELOPMENT BOARD
(A MHADA UNIT)

म्हाडा
MHADA



No.CO/MB/REE/NOC/F-608/1944/2021

Date: 17 AUG 2021

OFFER LETTER

To,
The Secretary,
Dindoshi Yash Co.Op.Hsg.Soc.Ltd.,
building No. 7, Shivdham Sankul,
Gen. A.K. Vaidya Marg, Dindoshi,
Malad (E), Mumbai-400 097

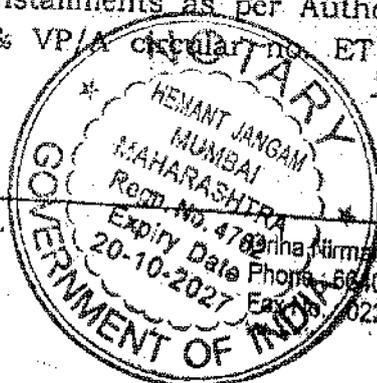
Sub: Proposed Redevelopment on building No. 7 Known as Dindoshi Yash Co.Op.Hsg.Soc.Ltd., bearing CS No. 106(Pt.) & 147(pt), Shivdham Sankul, Gen. A.K. Vaidya Marg, Dindoshi, Malad (E), Mumbai-97.

- Ref:** 1. This Office Offer Letter No. CO/MB/REE/NOC/F-608/1501/ 2018 Dt. 11.09.2018.
2. Society's letter dated 11.01.2021
3. Society's letter dated 25.02.2021
4. Society's Architect's letter dated 25.02.2021
5. Hon'ble V.P./A's approval dtd.14.05.2021.

Sir,

With reference of above cited letter you have submitted proposal for conversion from sharing to premium for utilization of additional BUA under Revised DCPR-2034, Clause 33(5). Your proposal is approved by Competent authority for allotment of additional buildable area of **3938.71m²** (Residential Use).

The proposal is approved under certain terms and conditions with the permissible 3.0 FSI on the society's plot area as per demarcation 1067.97m² (692.87 m² as per lease deed + 375.10 m² Tit Bit). Thus total additional permissible built up area is **3938.71m²** (Residential Use) (3197.34m² Permissible BUA + 1626.57 m² Pro-rata BUA - 885.20 m² Existing BUA offered vide offer letter dtd.11.09.2018). Also Hon'ble V.P./A has considered your request for allowing to make payment of premium in Four installments as per Authority resolution No. 6749, dated 11.07.2017 & VP/A circular no. ET 713 dtd. 15.07.2020 as mentioned below:



गृहनिर्माण भवन, कलानगर, बंद्रे (पू), मुंबई ४०० ०५१,
दूरध्वनी ६६४० ५०००, २६५९२८७७, २६५९२८८९
फैक्स नं. ०२२-२६५९२०५८ / पत्रमैत्री क्र. ८९३५

Ministry of Housing and Urban Affairs, Government of Maharashtra, Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.
Phone: 022-26592000, 26592877, 26592881. Fax: 022-26592068 / Post Box No. 2659

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 MHADA's A.R. no.6260 dt. 04.06.2007, AR 6615 dt. 06.08.2013, AR 6349 dt.25.11.2008, AR No.6383 dt. 24.02.2009, AR No. 6397 dt. 05.05.2009, AR No. 6422 dt.07.08.2009 , A.R. no 6749 dtd.11.07.2017 & Hon. VP/A circular no.713 & 714 dtd. 15.07.2020 & dtd.25.02.2021 are applicable in the instant case.

The details of approved additional BUA are mentioned below.

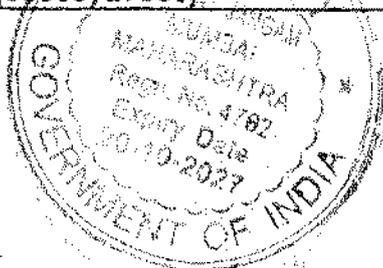
Table 1

Sr. No.	Particulars	Area in Sq.mtr.
1.	Plot area as per Demarcation as per Lease Deed 692.87 m ² Tit Bit 375.10 m ²	1067.97
2.	Plot area as per Layout	1065.78
3.	plot area consider for calculation (Minimum of the above)	1065.78
4.	Permissible FSI	3.00
5.	Permissible BUA (1065.78 x 3.00)	3197.34
6.	Permissible Pro-rata from layout FSI (84.00 m ² X 20 T/s)	1680.00
7.	Total permissible BUA (Sr. no. 3+4)	4877.34
8.	Existing BUA	885.20
9.	Permissible Additional BUA (S.N. 7-8)	3992.14
10.	Additional BUA Offered through this letter as per previous offer letter	3938.71

Table - 2

In this regard you are requested to make payment as mentioned below:

Sr. No	Particular	Amount in Rs.
1.	Scrutiny Fees (Residential Use)	6,000.00
2.	Debris Removal Rs. 6600/-	6,600.00
3.	Layout approval fees (Rs.1000 X 20 T/s.)	20,000.00
4.	Deposit Amount for Water Charges as per CE-II / A's Circular dated 02.06.2009	1,00,000.00
5.	i. Ready Reckoner Rate of 2019-20 (Rate as on 01.04.2020) S No. 107 (pt) & 110 (pt) at Dindoshi (Zone 61/290)	Rs. 68000/-
	ii Ready Reckoner Rate of 2020-21 S No. 107 (pt) & 110 (pt) at Dindoshi (Zone 61/290)	Rs. 67310/-
	As per Govt. Order dtd. 14.01.2021 the highest R.R. rate of above (i) & (ii) is considered for calculation.	68,000.00
6.	Rate of Construction for 2019-20	27,500.00
7.	LR /RC Ratio (68000/27500)	2.47



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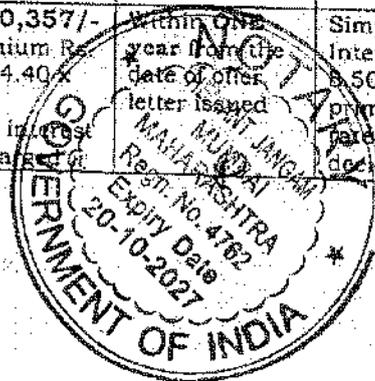
8.	Premium towards additional buildable area for Residential use of 3,938.71m ² . For LIC by charging Rs. 15,640/- @ 23% R.R. Rate of 2020-21 (i.e. 23% of Rs. 68,000/-) as per Table C-1 of in UDD's Notification No.TBP-4319 /189 / CR-123/2019 /UD-11, dated 20.08.2019.	6,16,01,424.40	6,16,01,424.40
9.	Development Cess Nil as per Urban Development Department's Order No.TBP-4319/189/CR-123/2019 /UD-11, dated 20.08. 2019 up to Two years (i.e. 19.08.2021) Society shall have to pay the Development Cess on balance additional BUA after dt.19.08.2021.		0.00
10.	Total Amount to be paid to MHADA (Sr.No.1+2+3+4+8+9)	Say Amount	6,17,34,024.40 6,17,34,025.00
In Words:- Rs. Six Crore Seventeen Lakh Thirty Four Thousand Twenty Five Only.			

Table - 3

As per Authority Resolution No. 6749 dt. 11/07/2017 payment of premium against additional BUA of 3938.71 m² to be allowed in four instalments and as per circular issued by Hon'ble VP/A vide No. 713, dtd 15.07.2020 & vide No.706, dtd. 26.03.2021 is as under.

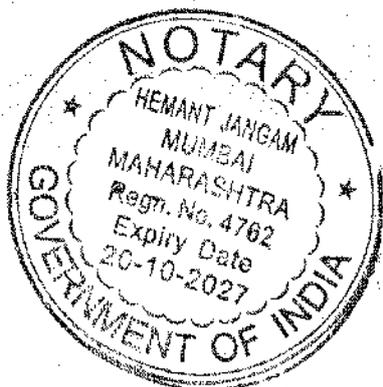
Premium & Other Charges payable to MHADA:

Sr. No	Installments	Minimum Amount of Installments	Time Limit from the issue of Offer Letter for payment of Installment	Penalty Interest in case delay in payment	Remarks
A	B	C	D	E	F
1)	First Installment	Rs.1,55,32,957/- (Rs. 1,54,00,356.10 (Total Premium Rs. 5,16,01,424.40 x 1/4) + Other Charges Rs.6,000.00 + Rs. 6,500.00 + Rs.20,000.00 + Rs.1,00,000.00	6 Months from the date of offer letter issued.	Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C. The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon'ble VP/A vide No.713/2020, dated 15.07.2020 & vide No.706 dtd.26.03.2021
2)	Second Installment	Rs.1,54,00,357/- (Total Premium Rs. 6,16,01,424.40 x 1/4) + The simple interest shall be charged @	Within One year from the date of offer letter issued	Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI	The amercible interest will be applicable on aggregate amount as per column No. C



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		8.50% p.a. from the date of issue of Offer letter till the date of payment.	Subject to condition no.2 mentioned below.	whichever is higher to be calculated from the date of offer letter issued, up to date of payment as the amercible interest.	The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon'ble VP/A vide No.713/2020, dated 15.07.2020 & vide No.706 dtd.26.03. 2021 .
3)	Third Installment	Rs. 1,54,00,357/- (Total Premium Rs. 6,16,01,424.40 x 1/4) + The simple interest shall be charged @ 8.50% p.a. from the date of issue of Offer letter till the date of payment.	Within TWO years from the date of offer letter issued. Subject to condition no.2 mentioned below.	Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C. The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon'ble VP/A vide No.713/2020, dated 15.07.2020 & vide No.706 dtd.26.03. 2021 .
4)	Fourth Installment	Rs. 1,54,00,357/- (Total Premium Rs. 6,16,01,424.40 x 1/4) + The simple interest shall be charged @ 8.50% p.a. from the date of issue of Offer letter till the date of payment.	Within THREE years from the date of first offer letter issued. Subject to condition no.2 mentioned below.	Simple Interest @ 8.50% or prime lending rate (PLR) as decide by SBI whichever is higher to be calculated from the date of offer letter issued, up to date of payment as the amercible interest.	The amercible interest will be applicable on aggregate amount as per column No. C. The application of interest rate 8.5% for deferment payment / instalment facility is charged as per circular issued by Hon'ble VP/A vide No.713/2020, dated 15.07.2020 & vide No.706 dtd.26.03. 2021 .



1) As per the above Table no. 3, society will have to make payment of first installment of premium to MHADA, within **SIX MONTHS** and remaining **THREE** installments within stipulated time limit as per Table no. 3. If society fails to make payment as per above schedule then penalty/interest shall be charged as per A.R. no. 6749 dt. 11/07/2017. If Society pays all / Part installment within a Six months, no interest shall be charged as per circular issued of Hon'ble VP/A vide No. 706, dated 26.03.2021.

2) The premium calculated in above Table '3' is as per Govt. Urban Development Department's notification No.TBP-4319/189/CR-123/2019 /UD-11, dated 20.08.2019. The aforesaid revised premium rates are valid and applicable for next Two years from the date of this order (i.e. up to 19.08.2021). However, as per Hon'ble VP/A circular no. E.T.713 dtd. 15.07.2020, if society pays the first installment of the premium prior to dtd.19.08.2021 then in a such case the society will be entitled for the premium as per the rate UDD's order dtd. 20.08.2019 notification. This shall not be applicable for those societies who will not pay the premium installment as mentioned in the valid time limit of the offer letter. A notarized undertaking incorporating above shall be submitted to this office before asking NOC.

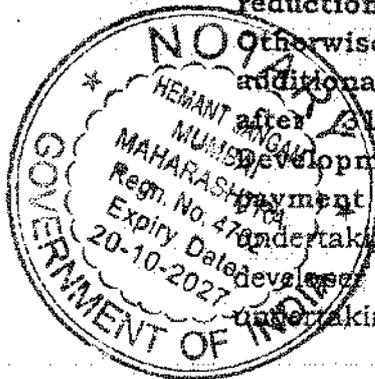
3) (i) Society can pay either as per table no.3 as above

Or

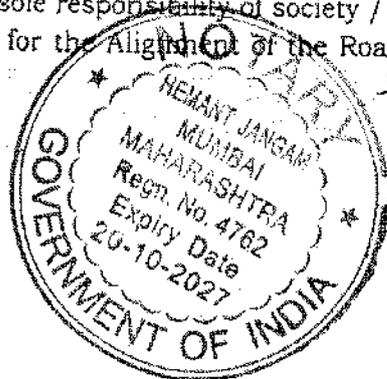
(ii) Society may avail the 50% reduction in above premium amount mentioned in table no.2 as per Govt. Resolution dated 14.01.2021 & as per Hon'ble VP/A circular no. E.T.424, dtd. 25.02.2021.

If, Society / Developer choose the option (ii), then it shall be binding on Society / Developer to submit registered undertaking mentioned in said notification as per Point no. 2 (B). As per Govt. Resolution dtd. 14.01.2021 the validity for 50% reduction only in premium amount will be up to dt. 31.12.2021.

Otherwise, society has to pay the premium amount on balance / additional BUA as per then prevailing policy of Govt. / MHADA after 31.12.2021. Also, Society shall have to pay the Maharashtra Development Cess on the additional / balance BUA, for the payment to be made to MHADA, after dtd. 19.08.2021. An undertaking incorporating above shall be submitted to this office from developer appointed by Society before asking for NOC. (Draft copy of undertaking attached herewith).



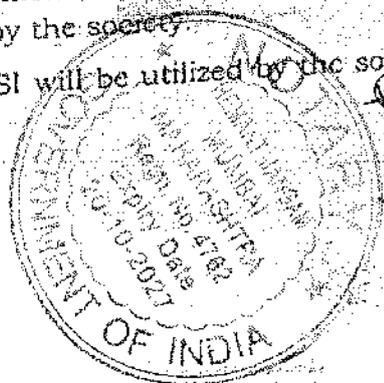
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- 4) It is binding to the society to follow the terms and conditions of the Authority Resolution no. 6749 dt. 11/07/2017 & Hon'ble VP/A circular no. E.T.713 dtd. 15.07.2020.
 - 5) The society shall execute a Supplementary Lease Deed with the Mumbai Board for allotment of additional Tit Bit area of 375.10 m² before asking for consent letter for Occupation Certificate.
 - 6) The Society's Architect will have to verify the plot area and dimension as per site report given by Executive Engineer/Housing Goregaon Division and submit report about confirmation.
 - 7) This allotment is subject to payment of Stamp duty if / as and when may be imposed by the Govt. of Maharashtra (Under the relevance provisions of Maharashtra Stamp Duty Act. The allotted will have to submit an Undertaking to this effect on Stamp paper worth Rs.250/-)
 - 8) M.C.G.M. has incurred expenditure for onsite infrastructure prior to modification in D.C.R. 33(5) & after modification in D.C.R. 33(5). The pro-rata premium shall be payable by the applicant and the pro-rata premium of revised layout under DCR 33(5) shall also payable by applicant as and when communicated, a notarized undertaking incorporating above shall be submitted in this office before final NOC.
 - 9) Your society will have to submit No dues certificate from concerned Estate Manager before asking for NOC.
 - 10) Your society will have to submit Property cards and CTS Plans as per approved sub-division Plot area before asking for Occupation Certificate.
 - 11) All conditions in lease deed & sale deed are applicable to the society.
 - 12) It should be sole responsibility of society to obtain the approval of plans / FSI as per 33(5) of DCPR 2034 from Planning Authority/MHADA and this allotment is made subject to approval of Planning Authority/MHADA, the minimum rehabilitation carpet area shall be as per provision of clause no.2 under action 33(5) of DCPR 2034.
 - 13) Your society will have to submit duly signed & registered development agreement before asking for NOC.
 - 14) It is binding on society to pay any arrears if any for the earlier NOC issued more particularly on site and / or offsite infrastructure charges as and when communicated by Mumbai Board.
 - 15) It should be sole responsibility of society to obtain the approval of plans from EE,BP Cell, Greater Mumbai / MHADA and this allotment is made subject to approval of EE,BP Cell, Greater Mumbai / MHADA.
 - 16) It should be sole responsibility of society / society's architect to obtain the approval for the Alignment of the Road / R.L. and boundaries of



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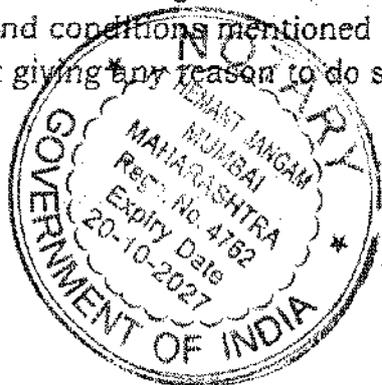
reservation and their area are subject to the actual demarcation on site by EE E & C / A.E. (Survey).

- 17) The society should have to submit the rectification / Correction in CTS No. in the sale deed / lease deed as per CTS plan and PR card before issuance of NOC for said building if applicable.
- 18) All the terms and conditions mentioned in the lease agreement & conveyance is binding on the society.
- 19) The society will have to obtain separate P. R. card as per the approved additional area leased out by the board duly signed by S. L. R. before asking for consent letter for Occupation Certificate of EE, BP Cell, Greater Mumbai / MHADA
- 20) This offer letter will not be misused for taking out any kind of permission from any departments.
- 21) The work of the proposed demolition & reconstruction of the new building will be undertaken by the society entirely at the risk and cost of the society and MHADA / MHADB will not be held responsible for any kind of damages or losses
- 22) The society will undertake & entrust responsibility of the planning, designing approval from EE, BP Cell, Greater Mumbai / MHADA & day to day supervision of the proposed demolition and reconstruction / development of the new building by the Licensed Architect registered with the council of Architecture and licensed Structural Engineer.
- 23) The society is responsible for obtaining all necessary permissions & approvals for utilization of additional BUA from the EE, BP Cell, Greater Mumbai / MHADA & other concerned authorities (such as MOEF, MCZM, forest etc) before starting of the work & MHADA is not responsible for EE, BP Cell, Greater Mumbai / MHADA other authorities refuse to give permission for development of society's proposal.
- 24) Society will be responsible for any kind of litigation or legal consequence arising an account of the proposed redevelopment of the building.
- 25) Any kind of payment or constructed tenement asked by the MHADA will be fulfilled by the society.
- 26) No additional FSI will be utilized by the society other than permitted by the MHADA.



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- 27) The work will be carried out within the land underneath and appurtenant as per approved sub-divisions, demarcation and plot area allotted by the concerned department of MHADA.
- 28) Responsibility of any damage or loss of adjoining properties if any will vest entirely with the applicant and MHADB will not be responsible in any manner.
- 29) The user of the proposed development / redevelopment will be as permitted by the MHADA.
- 30) The society will have to construct and maintain separate underground water tank, pump house and over-head tank to meet requirement of the proposed buildings and obtain separate water meter & water connection as per approvals of EE,BP Cell, Greater Mumbai / MHADA.
- 31) The Society will construct compound wall along boundary line of the plot allotted by the Board and as per the demarcation given by the concerned Executive Engineer / M.B.
- 32) Society will hand over the Road Set Back area to MCGM at their own cost.
- 33) The society at its cost will undertake up-gradation of all existing infrastructure and also carry-out laying of new infrastructural services at its cost as suggested by EE,BP Cell, Greater Mumbai / MHADA, and any other concerned Authority.
- 34) All the terms and conditions of the layout approval of the Planning Authority, Greater MHADA will be binding on the society.
- 35) Society has to ensure that Contractors / Sub-Contractors appointed by the society or Developer of the Society, who are in charge of construction work; shall be registered with MBOCWW Board & are required to fulfill the obligations as contemplated in Building and other construction workers (Regulation of Employment and condition of service) Act,1996. And further these Contractors / Sub-Contractors are required to fulfill all the conditions stipulated in the above Act, for the benefits of workers.
- 36) Your society will have to submit an undertaking on stamp paper of Rs.250/- for agreeing all the terms and conditions mentioned as above, then only NOC will be issued to the subjective proposal.
- 37) MHADA reserves its right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so.

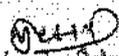


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An amount of First instalment of Rs. 1,55,32,957/- (in words - Rs. One Crore Fifty Five Lakh Thirty Two Thousand Nine Hundred Fifty Seven Only) may be paid in the office of the Assistant Accounts Officer/ Mumbai Board, Third Floor, Griha Nirman Bhavan, Bandra (E), Mumbai - 400051 by Demand Draft/ Pay Order within SIX months from the date of issue of this letter and produce certified Xerox copy of the receipt in this office.

On receipt of the same the NOC for IOD/IOA purpose will be processed & NOC for Commencement Certificate will be processed as per payment of premium & Other Charges paid to MHADA as per Table -3. under certain terms and condition, which may please, be noted.

(Draft Approval by CO/MB)


(Prakash Sanap)

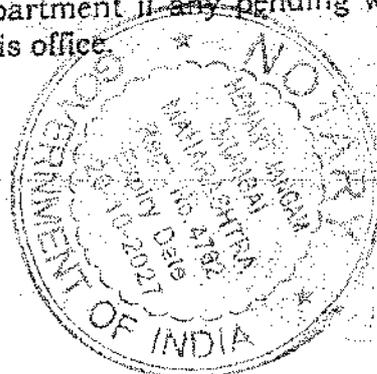
Resident Executive Engineer
Mumbai Board

Copy to The Executive Engineer, Building Permission Cell, Greater Mumbai, MHADA, Bandra (E), Mumbai 400 051 for information.

Copy to Architect : M/s. Shilp Associates (Shri. Vilas Dixit) /317 E-Square, Subhash Road above State Bank of India, Vile Pare (East), Mumbai-400 057 for information & further necessary action.

Copy forwarded for information and necessary action in the matter to:-

- 1) Dy. Chief Engineer (West) / Mumbai Board for information.
- 2) Architect, Layout Cell, Mumbai Board
- 3) Executive Engineer, Goregaon Division/ Mumbai Board
 - i. He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.
 - ii. He is directed to recover all the dues from the society concerned to Estate Department & intimate the same to this office.
 - iii. He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.



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4) Chief Accounts Office/M.B.

He is directed to accept the amount mentioned as per above table -3 in time , else charge the interest as mentioned therein & furnish certified copy of the same to this office. Also he is directed to check the interest calculations as per above table no.3. If any changes/discrepancies found in the said offer letter the same should be intimated to this office.

The amount mentioned in Table -3 is calculated as per UDD's order dated 20.08.2019. However as per condition no.3 mentioned in this Offer Letter if society opted for option (ii) for payment as per Govt. Resolution dated 14.01.2021 then 50 % amount of premium of additional BUA only as mentioned in Table No.3 may be accepted from society.

5) Shri. Jadhav/ Assistant/REE/MB for MIS record.

Certified True Copy
Ad for Plaintiff



महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण
MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY



स्वातंत्र्याचा अमृत महोत्सव

म्हाडा
MHADA



Building Permission Cell, Greater Mumbai / MHADA
(A designated Planning Authority for MHADA layouts constituted as per government regulation no. TPB/4315/167/CR-51/2015/UD-11 dt.23 May, 2018.)

INTIMATION OF APPROVAL (IOA)

No.MH/EE/BP Cell/ GM/MHADA-61/ 1162 /2022

Dated:- 26 AUG 2022

To,
Mars Lifespaces (Yash) Pvt Ltd.
C.A. to Dindoshi Yash Co - op Hsg.Soc.Ltd.,
Building No.7, Shivdham Sankul,
Gen. A.K. Vaidya Marg, Dindoshi,
Malad (East) - 400 097.

Sub:- Proposed redevelopment on Building No.7 Known as Dindoshi Yash Co-op Housing Society Ltd., bearing C.T.S No. 106 (Pt.) & 147 (Pt.), Shivdham Sankul, Gen. A.K. Vaidya Marg, Dindoshi, Malad (East) Mumbai.

Ref:-1. Concession approval from Hon' ble V.P./MHADA dtd.11.07.2022.
2. Architect's application for Full FSIOA u.no. dtd.14.07.2022.

Dear Applicant

With reference to your Notice U/S 45 (1) (ii) of MRTP Act 1966 submitted with letter dated 14.07.2022 and the plans, Sections Specifications and Description and further particulars and details of your Proposed redevelopment on Building No.7 Known as Dindoshi Yash Co-op Housing Society Ltd., bearing C.T.S No. 106 (Pt.) & 147 (Pt.), Shivdham Sankul, Gen. A.K. Vaidya Marg, Dindoshi, Malad (East) Mumbai. furnished to this office under your letter, dated 14.07.2022, I have to inform you that I may approve the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you U/S 45 (1) (ii) of the MRTP Act 1966 as amended upto date, my approval by reasons thereof subject to fulfilment of conditions mentioned as under:-

गृहनिर्माण भवन, कलानगर, बांद्रे (पूर्व), मुंबई ४०० ०५१.
दूरध्वनी ६६४० ५०००
फॅक्स नं: ०२२-२६५१२०५८

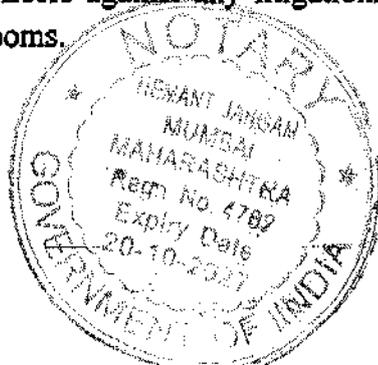


1/8
Grha Nilman Bhavan, Kalanagar, Bandra (East), Mumbai-400 051.
Phone: 66405000.
Fax No: 022-26692058 Website: www.mhada.maharashtra.gov.in

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A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK.

1. That the commencement certificate U/s-44/69(1) of MRTP Act shall be obtained.
2. That structural Engineer shall be appointed and supervision memo of as per appendix- IX of D.C. Regulation – 5(3) (9) shall be submitted by him.
3. The structural Design and calculations for the proposed work accounting for system analysis as relevant IS code along with plan shall be submitted before C.C.
4. Janata Insurance Policy shall be submitted.
5. That the requisitions of clause 49 of DCPR 2034 shall be complied with and records of quality of work, verification report, etc. shall be maintained on site till completion of the entire work. Bore well shall be constructed in consultation with H.E./MCGM.
6. That the work shall be carried out between 6.00 a.m. to 10.00 p.m. as per circular w/no. CHE/DP/7749/GEN dt.07.06.2016.
7. Information Board shall be displayed showing details of proposed work, name of owner, developer, architect / LS, R.C.C. consultant etc.
8. That the comprehensive undertaking, indemnity and affidavit shall be submitted in the name of Hon'ble V.P. & C.E.O. MHADA.
9. The safety measure shall be taken on site.
10. Architect, Structural consultant shall verify the scheme is progress as per sub-structure, super structure & OHT.
11. That the requisite B.G. and SWM NOC as per policy circular approved by Hon'ble MC U/NO – MGC / F/ 6550 dated:- 11.06.2018 shall be submitted before C.C.
12. That the RUT shall be submitted to incorporate a clause in the sale agreement with prospective buyers, that the building is proposed with deficient open space and the developer/prospective buyer will not object to the development on the adjacent plots in future with deficient open spaces.
13. That the undertaking from Owner shall be submitted as per the format mentioned in ease of doing business manual version 1.1, stating that no nuisance to the public and inhabitants of the neighborhood shall be caused due to the proposed construction of building under reference.
14. That the RUT shall be submitted stating that the electric substation shall not be misused in future.
15. That the indemnity bond from owner/developer shall be submitted indemnifying MHADA and its officers against any litigations, claims that may arise due to inadequate size of rooms.



16. RUT as per Govt. order of industry energy & labour dept. about the registra
of all labours working on site shall be submitted.
17. That the Tree NOC Shall be submitted.

B: CONDITIONS TO BE COMPILED BEFORE FURTHER C.C

1. That the plinth shall be got checked by this office staff.
2. All the payments as intimated by Building Proposal Cell/MHADA shall be paid and any other outstanding that may be levied by any other Govt. Dept. if any shall be borne by the Society / Applicant.
3. That the amended Remarks of concerned authorities / empanelled consultants for the approved plan, if differing from the plans submitted for remarks, if applicable, shall be submitted for : a) S.W.D., b) Roads, c) Sewerage, d) Water Works, e) Hydraulic Engineer, f) PCO, g)NOC from Electric Supply Company.
4. That the Material testing report for construction materials used at site shall be taken as per required frequency.
5. That the yearly progress report of the work will be submitted by the Architect.
6. That the design and specification for mechanized parking tower shall be obtain from the Consultant/Manufacturer.
7. That the work of Mechanized parking tower shall be carried out as per NOC granted by E.E.(T&C) department, MCGM or remarks by consultant.
8. That the Private Consultant's remarks for Site Elevation shall be submitted.
9. That the Revise MHADA NOC shall be submitted.

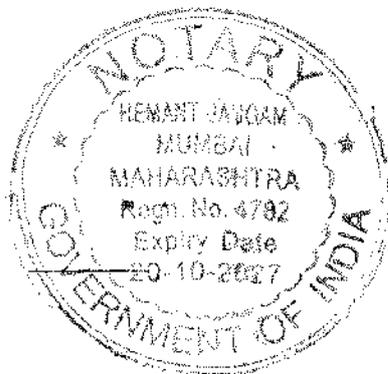
D: GENERAL CONDITIONS TO BE COMPILED BEFORE O.C

1. That the final N.O.C. from MHADA shall be submitted and requirements therein shall be complied with before submission of B.C.C.
2. That the low lying plot will be filled up to a reduced level of at least 27.55 M Town Hall Datum or 0.15 m above adjoining road level whichever is higher with murum, earth, boulders etc. and will be levelled, rolled, consolidated and sloped towards road side
3. That the dust bin will be provided on site.
4. That 3.00 mt. wide paved pathway upto staircase will be provided.
5. That the open spaces as per approval, parking spaces and terrace will be kept open.
6. That the name plate/board showing Plot No., Name of the Bldg. etc. will be displayed at a prominent place.



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7. That carriage entrance shall be provided as per design of registered structural engineer and carriage entrance fee shall be paid.
8. That terraces, sanitary blocks, nahanis in kitchen shall be made Water proof and same shall be provided by method of pounding and all sanitary connections shall be leak proof and smoke test shall be done in presence of licensed plumber.
9. That final N.O.C. from concerned authorities / empanelled consultants for :- a) S.W.D., b) Water Works, c) CFO /Fire Fighting Provisions, d) Tree authority, e) Hydraulic Engineer, f) MHADA / MCGM if any, g) Assessment, h) E.E. T & C shall be submitted before occupation.
10. That Structural Engineer's final Stability Certificate along with up to date License copy and R.C.C. design canvas plan shall be submitted.
11. That final completion plans for Completion of work on site shall be submitted.
12. That Site Supervisor certificate for quality of work and completion of the work shall be submitted in prescribed format.
13. That set of plan mounted on canvas will not be submitted.
14. That the provision of Rain water harvesting as per design prepared by approved consultant in the field shall be made to the satisfaction of concerned authority.
15. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organization/Individuals specialized in this field, as per the list furnished by solid waste management dept. of MCGM shall be provided to the satisfaction of Municipal Commissioner.
16. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will be submitted.
17. That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of MCGM. The necessary condition in sale agreement to that effect shall be incorporated by Developer/Owner.



VP & CEO / MHADA has appointed Shri. Rupesh M. Totewar / Executive Engineer - exercise his powers and function of the Planning Authority under section 45 of the said Act.

--Sd--

(Rupesh M. Totewar)
Executive Engineer/.B.P. Cell(W.S.)
Greater Mumbai/ MHADA.

Copy with plan to:

- 1) Deputy Chief Engineer/BP Cell/A
- 2) REE/M.B.
- 3) Executive Engineer Borivali Division/M.B.
- 4) Asst. Commissioner P/N Ward(MCGM)
- 5) A.A. & C. P/N Ward (MCGM)
- 6) A.E.W.W.P/N Ward (MCGM)
- 7) Architect Shri. Vilas Dikshit of M/s. Shilp Associates.

For information please.

(Rupesh M. Totewar)
Executive Engineer/.B.P. Cell(W.S.)
Greater Mumbai/ MHADA.



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SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
2. "Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be
 - a. Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street.
 - b. Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
 - c. Not less than 92 ft.(Town Hall) above Town Hall Datum.
3. Your attention is invited to the provision of Section 152 of the Act where by the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
4. Your attention is further drawn to the provision about the necessity of submitting occupation certificate with a view to enable the V.P. & C.E.O./ MHADA to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance if necessary.
5. Proposed date of commencement of work should be communicated.
6. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

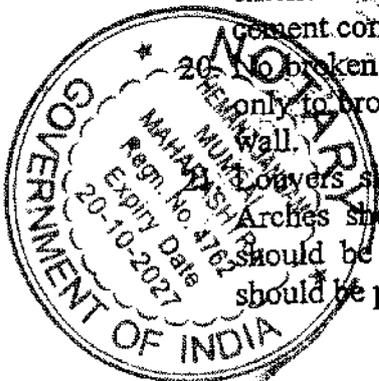
Attention is drawn to the notes accompanying this Intimation of Approval.

NOTES

1. The work should not be started unless objections are complied with.
2. A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
3. Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
4. Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
5. Water connection for constructional purpose from MHADA mains shall not be taken without approval from concerned Executive Engineer of Mumbai Board.
6. The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 10 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilized for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works, and bills preferred against them accordingly.
7. The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or Public Street by the owner/ architect /their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
8. The work above plinth should not be started before the same is shown to this office Sectional Engineer/Assistant Engineer/Deputy Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimensions.
9. The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
10. All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
11. The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.



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12. No work should be started unless the existing structures proposed to be demolished are demolished.
 13. The Intimation of Approval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Competent Authorities and in the event of your proceeding with the work either without an intimation about commencing the work or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Approval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be withdrawn.
 14. The bottom of the overhead storage work above the finished level of the terrace shall not be less than 1.20 Mt. and not more than 1.80 mt.
 15. It is to be understood that the foundations must be excavated down to hard soil.
 16. The positions of the naharis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
 17. The water arrangement to be carried out in strict accordance with the Municipal requirements.
 18. No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Hon'ble VP/CEO-MHADA.
 19. All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbit pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.
 20. No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
 21. Eave covers should be provided as required by Bye law No. 5 (b)/b. Lintels or Arches should be provided over Door and Windows opening/ c. The drains should be laid as require under Section 234-1(a)/d. The inspection chamber should be plastered inside and outside.




 (Rupesh M. Totewar)
 Executive Engineer/.B.P. Cell(W.S.)
 Greater Mumbai/ MHADA.

Certified True Copy

 Adv. & Planners

Ex 'K'

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PERMANENT ALTERNATE ACCOMMODATION AGREEMENT

NMM

This Agreement made at Mumbai, this 17th day of June in the year Two Thousand and Twenty Two (2022) S. S. Bhide

BETWEEN

[Handwritten signature]
[Handwritten initials]

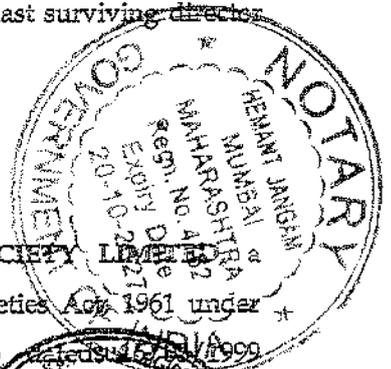
(1). **M/s. MARS LIFESPACES (YASH) PVT. LTD.** Bearing CIN U45202MH2010TC204609, a Private Limited Company constituted under the Companies Act, 1956, through its Director Mrs. Nancy Mehta Gotthi duly authorised by board resolution dated 04/10/2021 having its registered office at 2, Parvati Kunj, Daulat Nagar, Road no. 7, Borivali (East) Mumbai - 400 068, and present address at 'Silver Utopia', ground floor, opp P & G Plaza, Cardinal Gracious Road, Chakala, Andheri (E), Mumbai 400099, hereinafter for the brevity sake referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof, include its successor or successors, Director, or Directors for the time being of the said company, the survivor or survivors of them and the executors, administrator of the last surviving director and assigns) of the **FIRST PART;**

AND

(2). **DINDOSHI YASH CO-OPERATIVE HOUSING SOCIETY LIMITED** a Society registered under Maharashtra Co-Operative Societies Act, 1961 under Registration No. MUM/MHADA/WP/HSG/TC/10046 dated 15/01/1999 and having its registered office at Bldg. No. 7, Shivdham Complex, Vaidya Marg, MIG MHADA Colony, Dindoshi, Talad Meman 400097, hereinafter called "the Society" through its office bearers Chairperson- Shri. Shrikrishna Vishwanath Bhide, Secretary- Shri Ravindra Balkrishna Bobhate, (3) Treasurer - Kalyani Ganeshchandra A. Bekar, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **SECOND PART;**

AND

(3). (1) Smt. Shilpa Shrikrishna Bhide of Indian Inhabitant having PAN AAAPB7466M and Aadhar Card No. 7635 1477 6661 : Indian Inhabitant having PAN AAAPB7466M and Aadhar Card No. 7635 1477 6661, having address at Room No. 12, Bldg. No. 7, Shivdham Complex, Gen. A.K



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[Handwritten signatures]

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Vaidya Marg, MIG MHADA Colony, Dindoshi, Malad East, Mumbai 400097, hereinafter called the "OWNER/MEMBER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns only) of the THIRD PART;

WHEREAS:-

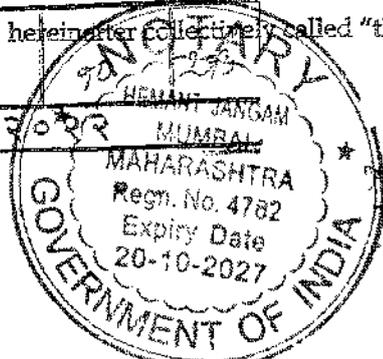
A. DINDOSHI YASH CO-OPERATIVE HOUSING SOCIETY LIMITED is a Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. [MUM/MHADDB/WP/HSG/TC/10046 dated 15/03/1999] having office at Building No. 7, Shivdham Complex, Gen. A.K. Vaidya Marg, MIG MHADA Colony, Dindoshi, Malad (East), Mumbai - 400 097.

B. By Indenture of Lease dated 11/11/2004 executed between The Maharashtra Housing Area Development Authority (hereafter referred to as MHADA), an Authority constituted under the Maharashtra Housing and Area Development Act 1976 of One Part and DINDOSHI YASH CO-OPERATIVE HOUSING SOCIETY LIMITED, as the Society of other part, the MHADA granted lease of all that piece or parcel of land or ground admeasuring 692.87 sq. meters of plot situated and lying underneath and appurtenant to Building No. 7, at survey No. 31 & 39, and the Registration Sub-District of Bandra and District of Mumbai (hereinafter referred to as "the said Land") leased and demised the said land unto and to the Society for a period of 90 years from 01/07/1992 upon the terms and conditions more particularly set out in the said Lease Deed. The said Indenture of Lease dated 11/11/2004 is registered under the registration No. BDR-2/11341/2004 dated 08/12/2004. (03/2004 Date 14.12.2004). (hereinafter referred to as the "said Lease Deed")



Deed of Sale dated 11/11/2004, executed between The Maharashtra Housing Area Development Authority (MHADA), as the Authority of One Part and DINDOSHI YASH CO-OPERATIVE HOUSING SOCIETY LIMITED, as the Society of other part, and registered with the office of the Sub-Registrar of Bandra, Mumbai under No.BDR-10/03/2004 dated 14/12/2004 sold and conveyed the said building to the Society as an absolute owner therein, standing on the said land (hereinafter referred to as "the said building").

The said land and the said building described in the schedule hereunder written hereinafter collectively called "the said property".



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MM

Chakraborty
SSB

D. Thus the Society is seized and possessed of or otherwise well and sufficiently entitled to the said property i.e. all that piece or parcel of land admeasuring 692.87 sq. meters together with the building, standing thereon viz. Building No.7, Shivdham Complex Gen. A. K. Vaidya Marg, Dindoshi, Malad (East), Mumbai 400 097, situate, lying and being survey No. 31 & 39, and City Survey No.147 (of) and 106 (pt) Dindoshi, Malad (East) in the Registration Sub-District of Bandra and District of Mumbai City.

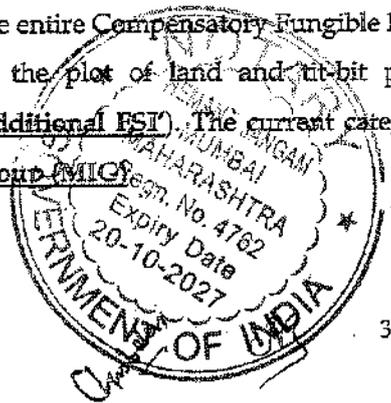
E. The said building viz. DINDOSHI YASH consists of ground and upper 4 floors and has 20 members / tenements. The said tenements are fully occupied by the members of the Society. The particulars of the flats occupied by the members respectively and share certificate nos. are more particularly set out in Annexure 'A' annexed hereto.

F. The said building was constructed in the year 1989 or thereabouts by MHADA and respective flats were allotted to members or their predecessors in title on terms and conditions, which are fully complied with. The condition of the Society's building is deteriorated, poor and is unsafe. Therefore, the Society has decided to demolish the existing structure and construct a new building on the said plot of land shall be in accordance with the building policy prescribed under Regulation 33 (5) of the the Development Control and Promotion Regulation 2034 (DCPR), wherein the potential FSI of the said land is 3 plus additional FSI in form of fungible compensatory FSI / Prorata layout FSI/VP Quota FSI/fungible FSI or any other FSI is available for utilization on the said land. The MHADA/Tit-bit/fungible Prorata Layout FSI/VP Quota FSI etc., is availed by the Developer is hereinafter referred to as the said "Maximum Permissible Buildable" FSI as per DCPR 2034.



बरल - १/		
१०११५	११	२१३

G. The entire Compensatory Fungible FSI, Prorata Layout FSI, VP Quota FSI etc., on the plot of land and tit-bit portion (herein after referred to as the 'Additional FSI'). The current category of the tenants is of Middle Income Group (MIG).



NMM
BBB

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H. The Society does not have requisite funds, technical knowhow, and special expertise for getting the plans approved and sanctioned from MHADA to carry out construction of new building.

I. The Society contemplated to invite prospective Developers to acquire and utilize development right by demolishing existing building, and constructing new building with available and additional FSI over and above the FSI now consumed by the Society's Building as per the then DCR 1991 and further to allot the flats to the existing members as per the details in this agreement and permitting to sell the remaining flats on ownership by developer as per the provision of the MOFA, 1963 and amendment up-to date, the (remaining flats after the allotment to the members of the Society shall be hereinafter referred as the sale component of the developers).

J. One M/s Reliance Developers by their offer letter dated 04/08/2008 submitted an offer to the Society for reconstruction of the building on the Society's plot by demolishing existing building. The Society had approved to accept the of the M/s Reliance Developers and resolved to grant the Development Rights of the said property to them on the terms and conditions as per the offer letter dated 04/08/2008.

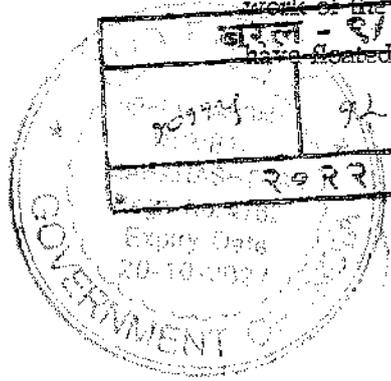
K. The Society in its Special General Body meeting held on 9th August, 2008 unanimously passed following resolution dated 14 August, 2008:-

"It is unanimously resolved that the Society accepts the offer from the developers M/s. Reliance Developers, as contained in their Offer Letter dated 04/08/2008 for the development of Society's property situated at Shirdham Complex, and bearing Building No. 7 Subject to approval of Development Agreement, Building Plans and other relevant document by the Members of the General Body Meeting after consulting with Legal Advisor and Architect appointed by the Society."



The offer was further amended by M/s Reliance Developers on 28/12/2009 with the consent of the Society.

M. During the course of documentation work in connection with redevelopment work of the Society, it was informed by Ms. Reliance Developers, that they have floated a new Private limited company styled as Ms. Mars Lifespaces

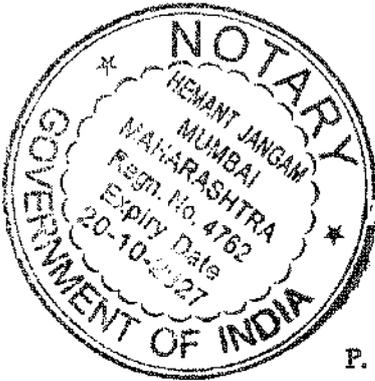
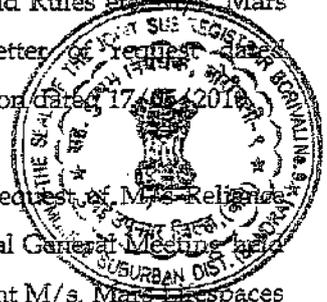


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Pvt. Ltd bearing CIN U70109MH2010PTC202919 under the Companies Act 1956 with the primary aim of Strengthening the financial position for implementation of projects of the various societies under redevelopment, in which financial stakes are very high to cope up particularly with the present in project and some of the other ongoing projects of the said M/s. Reliance - Developers. M/s. Reliance Developers has consented and allowed Ms Mars Lifespaces Pvt. Ltd, to take over the Development of the said Property. Both the Partners of M/s Reliance Developers, Mr. Sudhir Maniar & Ms Nancy Mehta are the Directors and shareholders'of M/s. Mars-lifespaces Pvt Ltd.

N. The said M/s Reliance Developers put up their request vide letter dated 18/05/2010 to handover the redevelopment work of the Society to the newly formed company i.e. M/s. Mars Lifespaces Pvt. Ltd., the Developers herein, on existing terms and conditions as agreed by the said M/s Reliance Developer with necessary amended resolution to be adopted by the General Body of the Society. Further, M/s Reliance Developers have agreed that the consent letter obtained from the individual members/occupant of the said Society addressed to them shall be treated and taken over by M/s Mars Lifespaces Pvt. Lid., herein. Hence, the terms and conditions under said Individual consent terms and Individual Declaration from time to time thereon of M/s Reliance Developers shall be binding and taken over by M/s Mars Lifespaces Pvt. Ltd., and by their Directors jointly as well as severally and shall remain in force as per the existing Acts and Rules etc. M/s Mars Lifespaces Pvt. Ltd. has also forwarded their letter of request dated 18/05/2010 along with extract of their Board Resolution dated 17/05/2010

O. The general body of the said Society accepted the request of M/s Reliance Developers vide Resolution no. 1 passed at the Special General Meeting held on 22/05/2010. Accordingly, it was decided to appoint M/s. Mars Lifespaces Pvt. Ltd, as the Developers for the Redevelopment Project and also approved the terms and conditions of the Development rights agreement and Specific Power of Attorney vide Resolution no. 1 dated 22/05/2010 passed by the general body.



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P. Further, M/s. Mars Lifespaces Pvt. Ltd. informed the Society that the Directors Mr. Sudhir Maniar & Ms Nancy Mehta have formed a new

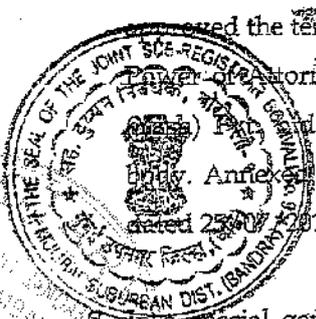
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company M/s. Mars Lifespaces (Yash) Pvt. Ltd., bearing CIN U45202MH2010PTC204609 exclusively for the Society Redevelopment Project on 22/06/2010. Both the Partners of M/s Reliance Developers and Directors of M/s. Mars Lifespaces Pvt. Ltd., Mr. Sudhir Maniar & Ms Nancy Mehta are the Directors and shareholders of M/s Mars Lifespaces (Yash) Pvt. Ltd.

Q. M/s. Mars Lifespaces Pvt. Ltd. Put up their request vide letter dated- 19/07/2010 to handover the redevelopment work of the Society to the newly formed company i.e. M/s. Mars Lifespaces (Yash) Pvt. Ltd., the Developers herein, on existing terms and conditions as agreed by the said M/s Reliance Developers and M/s. Mars Lifespaces Pvt. Ltd, with necessary amended resolution to be adopted by the General Body of the Society. Further, Ms Reliance Developers have agreed that the consent letter obtained from the individual members/occupant of the said Society addressed of them shall be treated and taken over by the Developers herein. Hence, the terms and conditions under said Individual consent terms and Individual Declaration from time to time thereon of M/s Reliance Developers shall be binding and taken over by the Developers herein and by their Directors jointly as well as severally and shall remain in force as per the existing Acts and Rules etc. M/s. Mars Lifespaces (Yash) Pvt. Ltd. Has also forwarded their letter request dated 19/07/2010 alongwith extract of their Board Resolution dated 01/07/2010.

R. The general body of the said Society accepted the request of Mars Lifespaces Pvt. Ltd., vide Resolution passed at the Special General Meeting held on 25/07/2010. Accordingly, it was decided to appoint M/s Mars Lifespaces (Yash) Pvt. Ltd, as the Developers for the Redevelopment Project and also



approved the terms and conditions of the Development rights agreement and Power of Attorney executed between the Society and M/s Mars Lifespaces Pvt. Ltd. vide Resolution dated 25/07/2010 passed by the general body. Annexed hereto are the copies of Resolution and Power of Attorney dated 25/07/2010 as Annexure- 'B'



In a special general body meeting held on 25/07/2010 it was resolved as follows:

"UNANIMOUSLY RESOLVED that M/s. Mars Lifespaces (Yash) Pvt. Ltd. a registered firm having their office at 2, Parvati Kunj, Daulat Nagar

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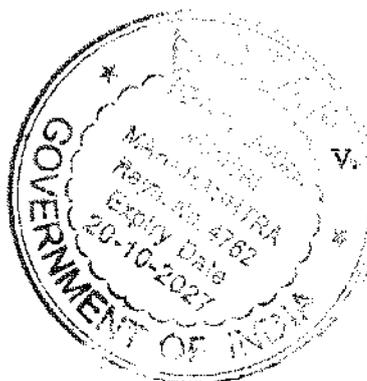
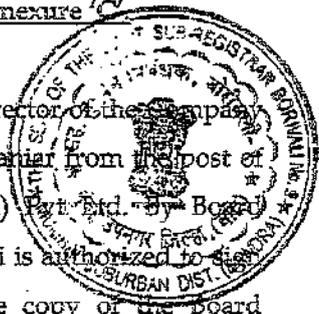
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Road No.7, Borivali (E), Mumbai - 400 066, be granted the development rights in place of M/s Mars Lifespaces Pvt. Ltd., on the same terms and conditions offered by M/s Reliance Developers vide their offer letter dated 04/08/2008 and the Amendment Letter dated 28/12/2009.

FURTHER RESOLVED that the Developers herein be and are hereby granted the rights/permission to construct new premium residential building by utilizing plot FSI and maximum permissible additional FSI after demolishing the existing building as per the DC Rules 1991 and on terms and conditions finalised, and to be incorporated in the final Development Agreement and other such document between the Society, it's members and the Developers.

T. Pursuant to the above decision of the members taken in the General Body Meeting of the Society, a Development Agreement dated 25/07/2010 has been executed by and between the Society, Members of the Society and the Developer herein, which is registered with the Sub/Joint Registrar of Assurances at Borivali, Mumbai under Sr. No. BDR-12/9655/2010 on 26th July, 2010 after payment of applicable Stamp Duty thereon. The Office bearers of the Society have also executed an Power of Attorney in favour of the Directors of the Developer's Company on 26th July, 2010 and the same is duly registered with the Jt. Sub-Registrar of Assurances - Borivali - under Doc. No. BDR-12/IV/9656/2010 on 26th July, 2010. A copy of INDEX II of the Development Agreement is annexed and marked as Annexure 'C'

U. Thereafter, Ms. Forum Mehta was appointed as the Director of the Company on 25/07/2019 owing to dis-qualification of Sudhir Maniar from the post of Director from the Company- Mars Lifespaces (Yash) Pvt. Ltd. By Board Resolution dated 04/10/2021, Mrs. Nancy Mehta Gothi is authorized to sign and execute this Agreement. Annexed hereto is the copy of the Board Resolution dated 04/10/2021 as Annexure- 'D'.



V. There was delay in initiating the re-development project due to change in the policies of MHADA including but not limited to new policy governing the re-development changed vide government resolution under the new policy, the FSI pending after providing for the re-habitation and the sale component was to be shared with MHADA in the ratio provided thereunder, change in policy in February, 2014 which would be beneficial to members were expected,

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further a revised policy came to be issued in January, 2017 wherein the FSI upto 4.00 was permitted inter alia in case of plots admeasuring 4000 sq. mtrs or above and major the transition policy from DCR 1991 to DCPR 2034.

W. In endeavour to comply with the directives issued by Government of Maharashtra u/s 79-A of the MCS Act 1960, the elected committee of the Society approached the Dy.Registrar for selection of a Developer and for appointing their representative in the Special Body meeting to be held for confirmation of the Development Agreement dated 26/07/2010 and Power of Attorney dated 26/07/2010. The Dy.Registrar after scrutinizing the submissions made by the Society, issued letter dated 01/07/2015 bearing No. Dy.R/CS/MB/B-2/P.A.N/334/2015 appointing Shri. Suresh More, Co-operative officer as authorised officer for the intended Special General Body Meeting. Pursuant to the appointment of authorised officer, a Special General Body meeting was held in or around 2015/16 wherein 18 out of 20 attending members accorded their consent for confirmation of the Development Agreement & consequential Power of Attorney. Majority of the Society Members have consented for the re-development which was again re-verified in the presence of the officer of MHADA. The Developer has followed all the directives under Section 79 (A) of the M.C.S.Act, 1960.

X. By virtue of the approved layout and demarcation done by MHADA, the land area available with the said Society is 1067.97 sq mtrs comprising of 692.87 sq.mtrs of leased land and 320.78 sq.mtrs of tit-bit land and after deduction of 54 sq.mtrs of setback land required for widening of existing road, the net plot area available for re-development is 1013.65 sq.mtrs, more particularly described in the schedule - I herein under, marked in red coloured boundary in the plan annexed hereto as Annexure 'E' and referred to as the said land.

Y. Pursuane to the directives of u/s 79-A of the MCS Act 1960 and consent re-confirmation, the Developer had made necessary applications to the MHADA and by letter dated 17/08/2021 bearing No. CO/MB/REE/NOC/F-144/2021, MHADA has granted its offer letter permitting the development of the said Property. The copy of offer letter issued by MHADA is annexed and marked as Annexure -F'



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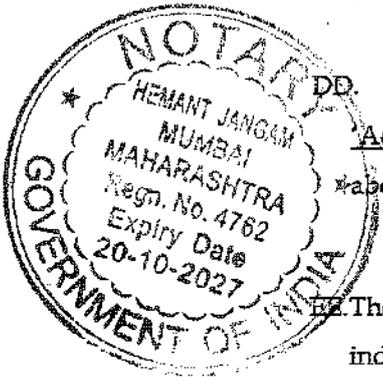
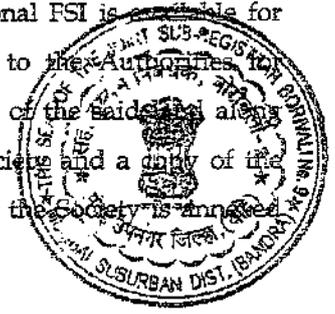
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Z. The Developer was granted CFO -NOC bearing no. FB/HR/R-4/80 dated 01/10/2019. The Developer made application for revised CFO- NOC, which was granted bearing no. FB/HR/R-4/201 dated 17/01/2022. The copy of revised CFO-NOC is annexed and marked as Annexure -'G'.

AA. The Mumbai Housing and Area Development Board (MHADA) has issued NOC to obtain IOA bearing No. CO/MB/REE/NOC/F-608/838/2021 dated 08/04/2022 to the Executive Engineer (Western suburb) for redevelopment of the said property on the terms and conditions stated therein. The copy of NOC for IOA MHADA is annexed and marked as Annexure -'H'.

BB. The Society represented through its Committee Members have also executed various mandatory undertakings, indemnity bonds & Declarations required for NOC for IOA dated 11/03/2022 to the MHADA/statutory authorities for the re-development of the Society. The copies of the said undertakings & Declarations is annexed and marked as Annexure - 'I' (colly).

CC. The re-development of the said land shall be in accordance with the prevailing policy prescribed under DCPR 2034 wherein the potential FSI of the said land is 3 and additional FSI in form of fungible compensatory FSI /Pro-rata layout FSI/VP Quota FSI/ or any additional FSI is available for utilization on the said land. The plans submitted to the Authorities for approval considering the full available FSI potential of the said land along with tit-bit land is approved by members of the Society and a copy of the typical floor plan of flats allotted to the members of the Society is annexed herewith.



DD. The total area that may be constructed by utilizing maximum permissible 'Additional FSI' (as per DCPR 2034) by constructing additional area over and above the area now occupied by the present members.

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EE. The Society agrees to execute all the necessary documents or writings such as indemnity bonds, undertakings, affidavits, declarations, writings and /or any other writings or no objections without delay which may be required during

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the course of the re-development or otherwise, however it will be the responsibility of the Developer to indemnify and keep the Society Committee Members indemnified for all the acts done on behalf of the Society towards re-development till the entire project is completed.

FF. As per revised plans, mechanical/split/pit puzzle car parking have to be provided to accommodate the parking requirement. The Developers have agreed to provide total free 20 car parks to the said Society i.e 1 (one) free parking to each existing Members of the Society and remaining car parks shall always remain with the Developers which may be constructed as per the prevailing parking policy. It is agreed that the Society or any of its members shall have no objection if the said parking spaces are allotted by the Developers to the purchasers of the sale portion of the building upon the terms and conditions as agreed between the parties.

GG. It is also agreed that the Developers shall be fully liable to bear and pay any costs, charges, fees, premium payable towards the acquisition of the tit-bit area, pro-rata area, additional area, fungible compensatory area or any further area that may be available and use the same for the development along with the said property and the same will not be objected by the Society or any of its members.

HH. The re-development of the said land shall be in accordance with the prevailing policy prescribed under regulation 33 (5) of Development Control and Promotion Regulations (DCPR) 2034 wherein the potential FSI of the said land is 3 and additional FSI in form of fungible compensatory FSI and Pro-rata FSI/VP is available for utilization on the said land.

II. The Developers have applied for concession plans wherein permission is granted for ground+parking+22 habitable floors. The Developer has obtained revised NOC dated 17/01/2022 bearing no. FB/HR/R-4/201 from CFO District Residential building having ground+parking+22 habitable floors. The copy which is annexed as Annexure- 'G' to this agreement.

The Developer shall on receipt of IOA hand over certified copy of the same to the Society and shall undertake demolition of the existing building subject to the forceability of aforesaid clauses.



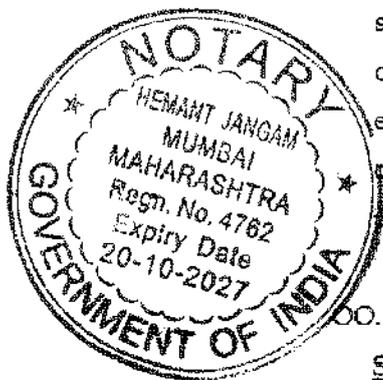
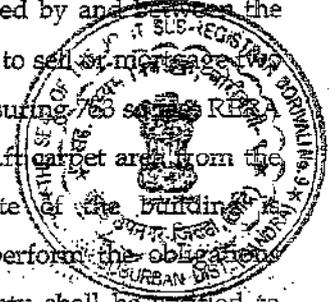
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KK. The Society shall obtain the consent of the existing members and all other occupants and cause them to vacate and hand over their existing premises to the Developer for the purpose of demolition of the building and to start development. It is agreed that the Society shall get vacated the members premises within 15 days from the date of the intimation by the Developers to the said Society and/or its members to vacate their respective premises and hand over the same to the Developer for the purpose of re-development. 15 out of 20 Members have already vacated their respective flats in the Society prior to the receipt of IOA.

LL. All the Committee Members shall be required to enter and execute a 'Tri-Partite Agreement' with the Developer and the MHADA, as mandatorily required for the issuance of NOC for IOA.

MM. The Developer is permitted to enter upon the said project land as 'Licensee' for completion of the development contemplated herein from the date of IOA obtained by the Developer till the date possession is handed over to all the members entitled to hold respective flats in the proposed building.

NN. As and by way of security and assurance to the said Society as regards to performance of obligation by the Developer and financial security of the said Society in case of failure by the Developer, it is agreed by and between the parties hereto that the Developer shall not be entitled to sell or mortgage the terrace attached flats on the 7th (seventh) floor admeasuring 763 sq.ft. REBA carpet area and attached terrace admeasuring 164 sq.ft. carpet area from the saleable component until the occupation certificate of the building is obtained. In case of failure by the Developer to perform the obligations envisaged in the Development Agreement, the Society shall be entitled to dispose off these two earmarked flats and utilize the proceeds to complete the unfinished works related to development.



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The Developer shall be entitled to create a brand name being <u>SILVER</u>		

OO. The Developer shall be entitled to create a brand name being SILVER SAPPHIRE, along with a new logo, design and style for this re-development project.

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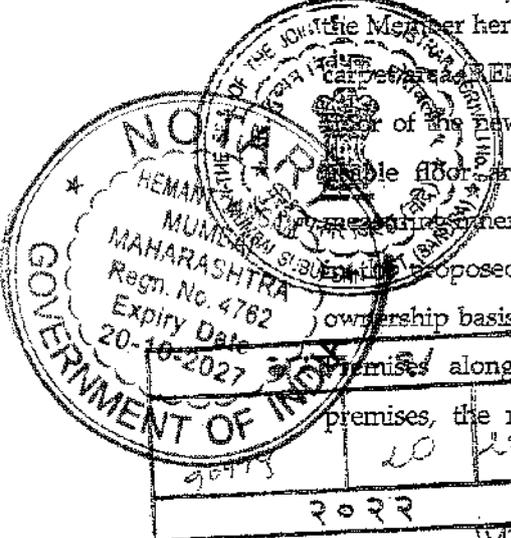
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PP. The Society has allotted to the Member/s herein 5 Shares of Rs. 50/= each bearing distinctive numbers from 26 to 30 (both inclusive) under share Certificate No. 06 dated 20/06/1999 (hereinafter referred to as the "said Shares"). By virtue of holding membership right in the said Society, the said member is occupying residential Flat No 12, on First floor, admeasuring about 476.41 Sq.ft. (44.25 sq. meters) Carpet area inclusive of balcony in Building No.7 belonging to Dindoshi Yash Co-Operative Housing Society Ltd., Bldg. No. 7, Shivdham Complex, Gen. A.K Vaidya Marg, MIG MHADA Colony, Dindoshi, Malad East, Mumbai 400097, (the said flat and share certificate are more particularly described in the Schedule II hereunder written.

QQ. In consonance with the prevailing provisions of regulation 33 (5) and other relevant provisions of the regulations for the time being in force, every existing member of the Society will be entitled to a self-contained flat admeasuring 831 MOFA sq.ft carpet area (RERA = 864 carpet area), along with one parking free of cost and eventually shall not be entitled for any elevation features that were permissible prior to amendment of the Development control Regulation 1991. Thus the total entitlement of each member of the Society shall be MOFA = 831 carpet area (RERA = 864 sq.ft carpet area).

RR. It is hereby agreed that, 2nd to 6th Floor of the proposed building with 4 (four) flats each per floor shall be reserved for the existing Society Members and shall be re-habilitated as per the existing (old premises before re-development) flat number and position in the proposed new building.

SS. Therefore, the Developer herein has agreed to construct and allot to each of the Member herein a self-contained Apartment admeasuring 831 MOFA sq.ft Carpet area (RERA = 864 carpet area), being Apartment No. 303 on the Third floor of the new building to be constructed on the said property. (the net floor area and computed in terms of square feet arrived at by measuring from outer wall to inner wall of the Apartment and (01) one car parking space in the proposed new building to be constructed on the said property, on ownership basis, free of cost, on the said property in lieu of the old existing premises along with common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and



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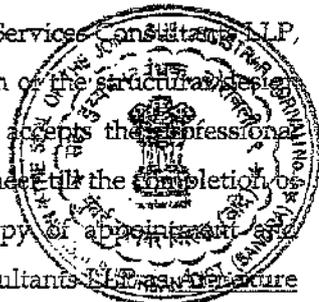
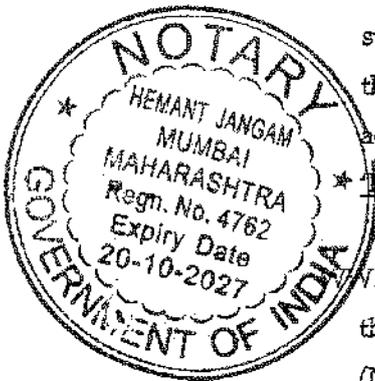
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facilities which are more particularly described in the Schedule -V appearing herein under. The approved Permanent Alternate Accommodation is more particularly delineated on the typical floor plan by blue colour boundary line which is annexed hereto as Annexure 'T' to this Agreement.

TT. The Members are aware that the Developers are constructing a building in which Permanent Alternate Accommodation shall be provided, however for the purpose of the proper planning, it may not be possible for the Developer to provide exact agreed carpet area in lieu of old premises. The carpet area may vary due to planning constraints marginally upto variation cap of +/- 1.5%, and the Members shall not arise any objection. It is clarified by the Developer, in case of marginal deduction of the entitled area, the Developer shall compensate the Members and in case of excess of such marginal increase of +/- 1.5% the Members shall be liable to payable to the Developer as per the prevailing market rates per square feet (carpet area).

UU. The Developer has appointed Mr. Nikhil Dixit (Shilp Associates) as the Architect registered with the Council of Architects and this Agreement is as per the Agreement prescribed by the Council of Architects; and Shilp Associates have accepted the appointment as the Architect. Annexed hereto is the copy of appointment and acceptance letter of Shilp Associates as Annexure 'K' (colly).

VV. The Developer has appointed Samishthi Techno Services Consultants LLP, a Structural Engineer Consultant for the preparation of the specifications, estimates and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the structural Engineer until the completion of the building/buildings. Annexed hereto is the copy of appointment and acceptance letter of Samishthi Techno Services Consultants LLP as Annexure 'L' (colly).



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Regulatory Authority		

VV. The Developer hereby undertakes to make Application for registration of the project with Maharashtra Real Estate Regulatory Authority (MAHARERA) constituted under the provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter RERA for short) and as per the applicable provisions, the project shall be registered by the said MAHRERA after issuance of Commencement Certificate by the planning Authority. The

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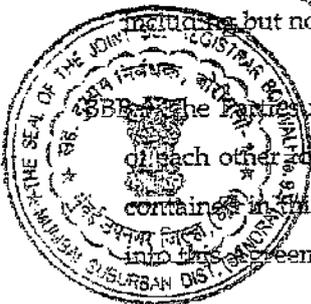
Developer shall comply with RERA Acts and Rules and Regulations and all the notifications/orders issued by MAHARERA Authority from time to time, which will be brought into effect/amended in respect of redevelopment projects in the State of Maharashtra.

XC. The authenticated copies of Certificate of Title issued by the C.A. Legal Lawyers & Legal Consultants, authenticated copy of Property card showing the nature of the title of the Developer and the Society to the project land on which the Apartments are to be constructed have been annexed hereto and marked as Annexure 'M' and 'N', respectively.

YY. By virtue of the Development Agreement/ Power of Attorney executed between Society and the Developers, the Developers have sole and exclusive obligation/right to allot the said Permanent Alternate Accommodation on ownership basis Free of Cost as stated above to 20 members of the Society and also to sell the remaining Apartments in the said building/s to be constructed by the Developer on the project land and to enter into Permanent Alternate Accommodation Agreement/s with the Member(s)/s of the Apartments and Sale Agreement with purchasers of the Apartments and to receive the sale consideration in respect thereof. Hence this Agreement is being executed.

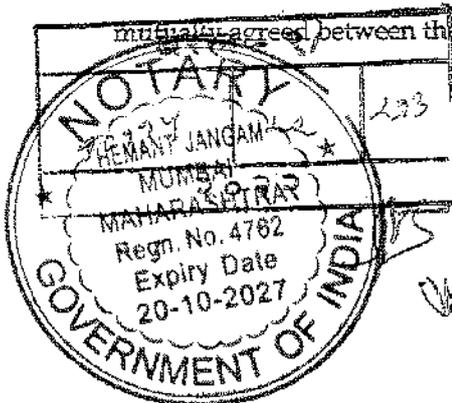
ZZ. The authenticated copies of the plans of the building as proposed by the Developer have already been submitted to the Society and the Developer undertakes to submit any further approved concession plans etc to the Society, as and when received.

AAA. The Developer shall obtain all necessary approvals from MHADA including but not limited to CC/OC/NOC etc., at their own expenses.



The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

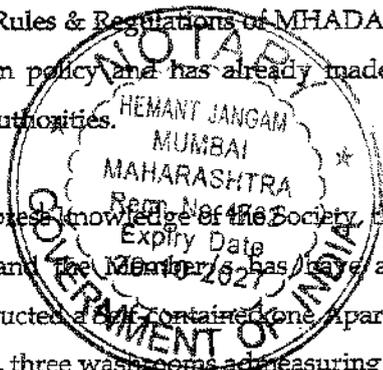
The parties hereto are desirous of recording in writing the terms and conditions mutually agreed between them, which are as hereinafter appearing.



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NOW THIS PERMANENT ALTERNATE ACCOMMODATION AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The recitals contained hereinabove and the Annexure herein shall form integral and operative part of this Agreement as if the same were set out and incorporated herein.
2. The Member/s declares that he/she is the owner of Flat No. 12 on 3rd floor in the building belonging to Dindoshi Yash Co-operative Housing Society Ltd., Bldg. No. 7, Shivdham Complex, Gen. A.K Vaidya Marg, MIG MHADA Colony, Dindoshi, Malad East, Mumbai 400097, (hereinafter referred to as "Old Premises") and is in use, occupation and possession of the said old premises for the purpose of residence and the said flat is free from any encumbrances.
3. The Member/s declares that he/she is the only person entitled to the said old premises and that he/she is entitled to enter into this agreement and that save and except the Member herein, no other person has any share, right, title, interest, claim or demand of any nature whatsoever into or upon the old premises or any part or portion thereof including by way of sub-tenancy, leave and license, inheritance, caretaker, lease, sub-lease etc. The Member/s hereby agree/s to get the N.O.C. from the person or persons claiming through him/her and further agrees to indemnify the Developer against any loss which may be sustained by the Developer and/or expenses that may be incurred for defending any action brought about by such person or persons.
4. The Member/s shall render full co-operation for the development of the said property in the manner hereinafter stated. The Member/s hereby give consent to the Developer to develop the said property as per the plans that may be sanctioned by MHADA and other concerned authorities under DC PR 2024 URBAN DISBURSAL along with Rules & Regulations of MHADA. The Developer has already opted for the premium policy and has already made payments towards the same to the concerned authorities.
5. With the express knowledge of the Society, the Developer has agreed to allot the Member/s and the Member/s has/have agreed to accept absolutely "Free of Cost" constructed a flat containing one apartment comprising of three bed rooms, hall, kitchen, three washrooms measuring 831 MOFA sq.ft carpet area (RERA =



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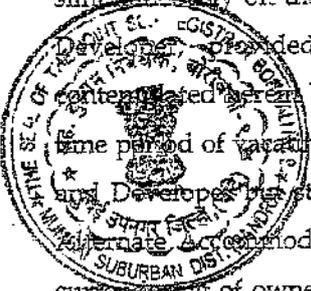
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864 carpet area), along with one mechanical/stilt/pit puzzle car parking space (hereinafter referred to as said New Premises and the same is more particularly described in the Schedule-IV herein under to be constructed on the said project land as and by way of Permanent Alternate Accommodation on ownership basis on the said property in lieu of old premises free of costs in all respects.

It is expressly agreed and confirmed by the Society and its Members that they shall not claim or demand any additional consideration by whatever name called save and except as provided under this Agreement for any reason whatsoever from the Developer at any time hereafter and that the consideration (monetary plus constructed premises along with facilities and amenities free of cost) agreed to be given herein to them is the full and final consideration to which the Members and the Society are entitled from the Developer for the grant of development rights to the Developer dated 26th July, 2010.

6. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like lifts etc. shall be equivalent to reputed brands to be provided by the Developer in the said building and the Apartment shall have the amenities, which shall be free of Cost, a list whereof is attached hereto as Annexure 'P' which shall be part and parcel of this Agreement.

7. It is agreed and confirmed that Member shall vacate and handover his/her vacant old Flat to the Developer in the existing building within 15 (fifteen) days from the date of receipt of written notice from the Developer which will be verified & approved by Society along with the copies of IOA, approved/sanctioned plans, permissions and approvals attached thereto from the Developer notifying the Society and its members to vacate their respective flat/premises and simultaneously on the handing over vacant possession of the said old flat to the



Developer provided the Developer shall make the agreed payment as contemplated herein below in clause 8 to member. It is also agreed that the said time period of vacating the old premises shall be decided mutually by the Society and Developer strictly on the understanding that shifting to the Temporary alternate accommodation or any other place of his choice shall not amount to surrendering of ownership rights in respect of the flat premises. It is agreed and

declared that occupation of Temporary Alternate Accommodation by the member's during the period of construction work shall not affect the rights of the

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member/s to acquire Permanent Alternate Accommodation agreed to be received by him/her on ownership basis against the said old premises as contained herein.

8. Before vacating the old premises, the Developer shall compensate the Member as under:-

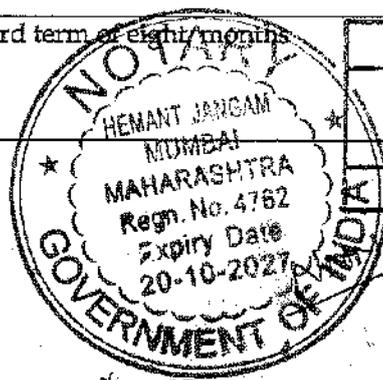
(a) In lieu of the hardship faced and borne by the Member during the execution and completion of entire period of the re-development scheme, the Developer has agreed to compensate and pay the Member, Hardship Compensation in monetary form to the tune of Rs. 8,40,000/- (Rupees Eight Lakh forty thousand Only), due and payable as under;

(i) A sum of Rs.1,40,000/- (Rupees one Lakh forty thousand Only), shall become due and payable at the time of vacating the old existing premises to the Developer.

(ii) Balance amount as Full and Final Amount of sum of Rs. 7,00,000/- (Rupees seven Lakhs Only), to be paid upon handing over re-possession of the New Premises to the Member i.e Receiving OC.

(b) To enable the Member to vacate his/her existing Tenement, and shift to suitable transit/temporary accommodation during the interim period of demolition of the existing buildings and completion of construction of the said alternate building/s, Developer agrees to provide/pay to the Member in the following manner:-

Sr. No.	Period	Amount in
1.	For the First term of Eleven months	@ Rs. 40,000/- per month
2.	For the Second term of Eleven months	@ Rs. 44,400/- per month
3.	For the Third term of eight months	@ Rs. 48,400/- per month



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4.	For further period/term of eleven months or less till OC is obtained.	@ Rs. 48,400/- per month for 3 months and thereafter increase @10% every year (11 months) till vacant possession of flat with OC is given.
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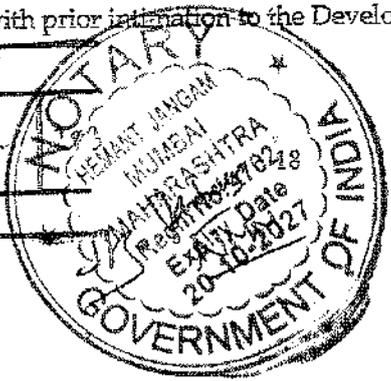
(c) The Developer shall provide/pay to the Member with 'Post-dated cheques' (PDC) for 11 months in advance @ of Rs. 40,000/- p.m. (Rupees forty thousand only) x 11 months = Rs. 4,40,000/- (Rupees four lakhs forty thousand only) at the time of vacation of old tenement. Prior to the expiry of the 11th month, i.e. at the end of 11th month, the cheques for the next block (with the agreed escalation) i.e. @ Rs. 44,400/- p.m. (Rupees forty four thousand four hundred only) x 11 months = Rs.4,88,400/- (Rupees four lakhs eighty eight thousand four hundred only), shall be handed over to the member. It is clarified that after the expiry of the 22nd month, the Developer shall provide cheques for a block of 8 months in advance (with the agreed escalation) i.e. Rs. Rs.48,400/- (Rupees forty eight thousand four hundred only), x 8 months = Rs. 3,87,200/- (Rupees three lakhs eighty seven thousand two hundred only) and after the expiry of the 30th month, if the occupation certificate is not obtained, the Developer shall provide cheques for a grace period of 3 (three) months in advance for Rs. 1,45,200/- (Rupees one lakh forty five thousand two hundred only) and after the expiry of the third term of 11 months increase @10% every year (11 months) till vacant possession of flat with OC is given.

(d) The Member has vacated the old existing premises and has received Rs. 1,40,000/- (Rupees one lakh and forty thousand only), the amounts being towards Member's Corpus fund, Rs. 40,000 X 11 = 4,40,000/- (Rupees four lakhs forty thousand only), amounts towards rent for the 1st term of 11 months, Rs. 40,000/- (Rupees forty thousand only), amounts towards one time brokerage, Rs. 40,000/- (Rupees forty thousand only), amounts towards shifting charges, the receipts of which the Member



It is agreed that all the said PDC shall bear the date of 10th day of every month and all the members shall deposit the said cheques on its respective due dates. In case of any delay for more than 10 days of its due date, in that case, the member shall deposit the cheque after 2 days with prior intimation to the Developer.

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(f) It is agreed and confirmed by the Developers that all the said PDC cheques shall be honoured on its due dates and all the cheques have been issued by the Developers to the members in discharge of their liability under the Development Agreement dated 26/07/2010.

(g) It is agreed and confirmed by the Developers that they shall not close the account from which the said cheques are drawn and they shall not stop the payment of any cheque of any member under any circumstances.

9. It is agreed that the Developer shall pay to member rent compensation/displacement allowance irrespective of the fact member may have his/her own arrangement of residence and irrespective of actual expenditure incurred by him/her. If in any case the construction is delayed beyond the said period of 30 months along with the grace period of 5 months i.e. aggregating to 36 months; then the Developer shall continue to pay the said compensation from 37th month with escalation of 10% till the Developer hands over vacant peaceful possession of the newly constructed Apartment to the member in the new building with OC. The Developer shall pay the said amount by cheque bearing date of 10th of every month till the possession of newly constructed flat with OC is handed over to the member. It is also agreed that for any further delay in handing over possession of the said newly constructed flat with OC, the Developer shall pay to the member the said monthly compensation/displacement allowance as per agreed escalation rate at increased rate of 10% p.a. for each block of further 12 months after the period of 36 months as stated above.

10. The Society shall handover vacant and peaceful possession of all the flats and the building land to the Developer for the purpose of demolition after the Developer obtains IOA from MHADA. The new building shall be constructed on the said land and shall be provided with amenities as set out in Schedule- V.

11. It is clarified by the Developer that, the building plans though approved by the competent authorities are tentative and are liable to be changed and / or revised or amended as per the requirements of the Developer and / or as may be ultimately approved / sanctioned by the competent authorities and other concerned public bodies and authorities. The Developer reserve the right to do so without obtaining any consent / permission / approval from the Society and this right of the Developer is acknowledged and accepted by the Society. However it is



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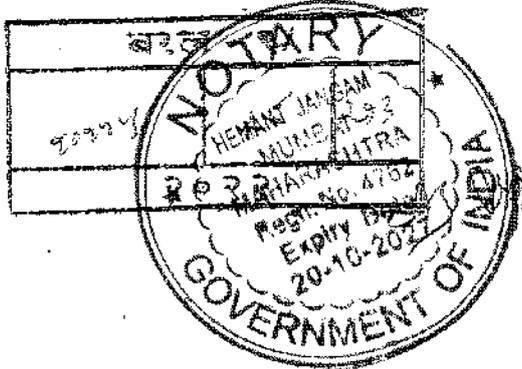
also clarified that, the Developer will not submit any plans without the consent of the Society which will affect the Society and the Member's entitlement in any way.

12. It is agreed that if the Member delays in handing over possession of his/her/their old tenement to the Developer for the purpose of redevelopment as per the terms of this Agreement, then Member shall pay the Developer a penalty of Rs. 20,000/- (Rupees Twenty Thousand Only) per day, to be deducted from the corpus fund or if there is any delay in the construction of New Building due to any act/ omission of Member (or any one claiming through them) of the Society and until such penalty is paid by Member, he/she shall not be handed over possession of his/her New Premises in the New Building and this shall not amount to breach on the part of the Developer in any manner. Immediately on handing over of the New Apartment/s, the Developer shall be entitled to claim refund from Member/s of this amount by intimating the same to the Society and the Advocates and the same shall be paid by the Member within a period of 15 days from such demand made by the Developer, failing which interest @12% p.a. shall be payable by Member and possession of the said Newly constructed Apartment/s shall be handed over only upon the Member paying such amount to the Developer.

13. Besides charging the penalty of Rs.20,000/- (Rupees Twenty Thousand Only) per day towards the dissenting / defaulting Member as mentioned above, the Developers shall be at liberty to take out appropriate legal proceedings against Member/s for not cooperating in redevelopment with the Developer and fails to vacant his/her premises within the Notice period and the Society hereby agrees and undertakes to co-operate the Developer for the same and shall not raise any objection for the same, in any manner whatsoever. The Developer shall also be at liberty to make good his losses to the extent of amount of loss including litigation cost which it may have incurred due to deeds and actions of descending Member/s from his entitlement to be receivable from the Developer under this Agreement.



14. Similarly in case of delay and Default in completion of the project and for breaches of the terms and conditions of the Agreement by the Developers, the society shall invoke willful delay and default clause mentioned in the Development Agreement dated 26/07/2010 which is reproduced herein for better understanding viz;



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... ..DUE TO WILLFUL DELAY AND DEFAULT: In the event of ANY WILLFUL DELAY AND / OR DEFAULT AND / OR BREACH of the terms and conditions (either in Part or in Full) of this Agreements, other than Force Majeure Conditions as provided herein, the Society shall serve the Written Notice to Developer to show cause as to why the present Development Agreement should not be terminated/revoked/annulled and if the Developer does not respond to this notice satisfactory or fail to give any satisfactory reply or fail to rectify the breaches pointed out by the Society in the said notice within 30 days from the receipt of the said notice, the Society shall be entitled to terminate the Development Agreement and shall be entitled to cancel the Power of Attorney without any further notice. In such circumstances the Society shall be at liberty to get the balance work done through any other Developer/Builder.

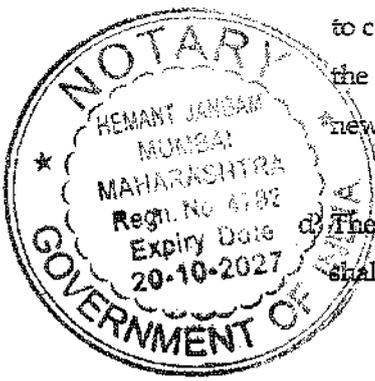
15. The Developer hereby Covenants and agrees that;

a) The Developer shall, at its own costs and expenses, obtain all the necessary permissions, sanctions, permits, and get the plans duly approved and sanctioned in respect of the new building/s from MHADA and all other concerned authorities. All cost towards deposits payable to MHADA including scrutiny fees, deficiency premium, development charges, fees regarding other connected & concerned departments pertaining to the re-development work or other incidental work thereto i.e. permissions & NOCs from City Survey, Civil Aviation Department, Railway, Fire Brigade, any other statutory authorities etc; and all other expenses for getting the plans approved and sanctioned from the MHADA shall be borne and paid by the Developer alone and shall not demand such expenses for all such and incidental expenses from the Member

b) The Developer shall bear the cost payable towards Compensatory Building, Prorata Layout FSI, VP Quota FSI etc., stamp duty, registration charges and other incidental expenses thereon etc., alone and shall not demand from member

c) The Developer shall pay the entire costs and expenses for the construction of new building/s, cost of infrastructure development of Plot including but not limited to cost of FSI or purchase of Incentive FSI or Cost of any other amount payable to the authorities by whatever name called for the construction and completion of new building/s.

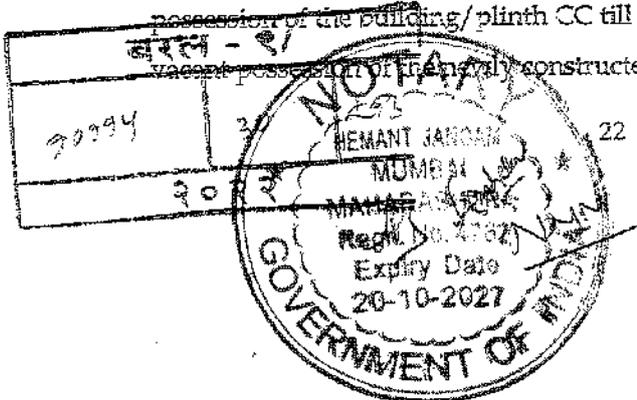
d) The Developer undertakes that the RCC Design for the new proposed building/s shall be earthquake resistant and will be as per IS standard prescribed for Seismic



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Zone IV. Number of Upper floors in the new proposed building/s will be as per the permissible height permitted by Airport Authority of India. The Developer shall provide separate new water lines, bore well and its water connection for flushing, Gas connections, underground suction tank with water, pump house, water meter, separate electricity meter for each flat, separate drainage line, rainwater harvesting system, etc. for the new building/s of the society so as to cater to the needs of all the flat Society Members herein and new flat purchasers /Society Members with all other statutory infrastructure requirements as per prevailing laws. The new building will not have any commercial premises.

- e) The Developer shall at its cost be responsible for disconnecting and reconnecting all the utility services like electrical connection, Mahanagar Gas Connection, bore well water connections, telephone lines, cable TV connections.
- f) The Developer shall provide to the Society Fitness Centre with Gymnasium equipment admeasuring maximum carpet area permissible free of FSI as per the prevailing DCPR-2034 rules FREE OF COST on ownership basis. This Club house will be available for use and benefits only for all the Society Members and their family Society Members and also the residents of society (which shall include the owners of the Developer's Entitlement) and not for the third party purchasers other than this Society who may purchase flats or other constructed premises from the Developer in their other projects.
- g) The Developer shall subject to force majeure agrees to complete the construction of new proposed building/s within 30 (Thirty) months from the date of the Commencement Date. ("Commencement date" shall mean the date on which the said Buildings are vacated by the Society Members for the purpose of demolition by the Developer/ date of receipt of the Plinth Commencement Certificate, whichever is later). The Developer is entitled to have additional 06 (six) months grace period as buffer time over and above 30 (thirty) months thus making total duration of 36 (Thirty Six) months to the Developer to handover the newly constructed apartment/s in the new building/s along with Occupation Certificate and the fulfilment of all the other obligations contemplated on Development Agreement dated 26/0/2010. The Developer shall strictly abide by the Bar Chart from the date of handing over the vacant possession of the building/plinth CC till completion of the project/handing over vacant possession of the newly constructed apartment with OC.



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h) If any structural defects in RCC Frame Work, Civil defects in Wall, internal / external Plasters, Finishing work of amenities & facilities provided, / Internal Plumbing / External Pipeline / Colour coats, Doors & Windows in new Apartment/s are detected, by the Member OR Leakages & Seepages from Water Proofing Treatment on Terraces / Bathrooms / W.C.s, Leakages & Seepages in internal & external Walls / Terraces / Chajjas / Podium / Stilt / Staircase / Window Seals/mechanical car parking system etc. in a new Apartments are detected by the Member within the period of Five years from the date of handing over Apartment, save and except what has been stated herein above, the Developer shall be responsible and undertakes to rectify/redo such defect at the Developer's cost within a reasonable period from the date of intimation to Developer provided, if the same are not on account of any acts or omission or structural changes on the part of the Member or due to any Force Majeure event. Any alterations in the RCC work/structural changes by Member will lead to lapse in the warranty.

i) The Developer shall construct the said building/s consisting of ground/ stilt/pit puzzle/mechanical car parking, and 22 upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Developer shall have to obtain prior consent in writing of the Member/Allottee in respect of variations or modifications which may adversely affect the Apartment of the Member/Allottee.

j) The Developer hereby agrees to observe, perform and comply with all the terms conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans, thereafter and shall, before handing over possession of the Apartment to the Member, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.



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k) Time is essence for the Developer as well as the Member. The Developer shall abide by the time schedule for completing the project and handing over the [Apartment] to the Member and the common areas to the Society after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Member shall hand over their respective old flats as and when



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called upon for demolition and to reconstruct new buildings as per the Development Agreement entered and executed between the Developer, Member and the Society.

l) The Developer shall give possession of the Apartment to the Member on or before expiry of 36 calendar months from the date of issuance of Plinth Commencement Certificate. If the Developer fails or neglects to give possession of the Apartment to the Member on account of reasons beyond its control by the aforesaid date then the Member shall be entitled to be paid monthly rent and other payments as stated above with escalation clause every year @10% p.a. and as it is contemplated in the Development Agreement till the vacant and peaceful possession of the Apartment/s is handed over to the Member with Occupation Certificate / part Occupation Certificate with water and electricity connection and other amenities as mentioned above.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court by which the construction is restrained/stopped.

It is specifically agreed between the parties that the financial crunch or bad market situation shall not be termed under Force Majeure above.

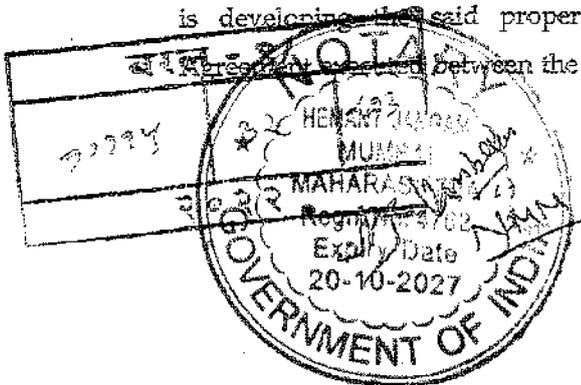
m) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with



respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

The Developer agrees that as per the RERA Act and rules and regulations, now the landowners are the co-promoters of the said project, but since the Developer is developing the said property under the provisions of Development

Agreement entered between the Society, members and the Developer, neither



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the Society nor its members shall be liable for any act or omission on the part of the Developer or any order of the RERA authority as to the dispute between the developer and the prospective purchasers. The society and its members shall not be held liable under any circumstances for any dispute between the prospective purchasers and the Developer in respect of the Developer's entitlement area. The Developer hereby indemnifies the society and its members against any such claim by the prospective purchaser/s and the Developer alone being the promoter of the said project shall be held responsible and liable to the prospective purchasers of the flats in the said project.

o) The Developer shall, strictly adhere to the rules and regulations of the RERA Act and MOFA, Act, 1963, while constructing the New Building and dealing of the sale/allotment of flats. In the event, if the Developer commits any breach as a result of which the Members/the Society incur any loss or damage, the Developer does hereby agree to indemnify and keep indemnified the Members against all actions, suits, costs, expenses, charges, damages, fines, penalties etc., resulting on account of any act or omission or any breach, delay or default on the part of the Developer in developing the said Property of any rules, regulations, terms or conditions or otherwise.

p). The Developer agrees and undertakes that they shall provide progress report of reconstruction and redevelopment as per bar chart and as agreed in the Development Agreement to the Society.

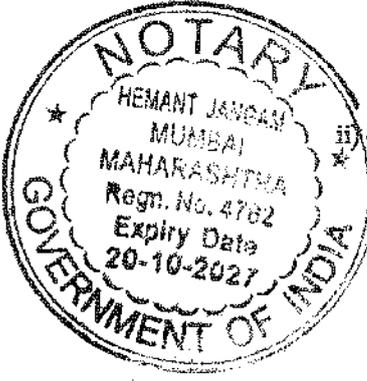
16. The Member/s or himself/herself/themselves with intention to transfer the Apartment into whosoever hands the Apartment may come, hereby covenants with the Developer as follows:-

i) To maintain the Apartment at the Member's own cost in repair and condition from the date that of possession of the Apartment and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof of without the consent of the local authorities, if required.

ii) Not to store in the Apartment/s any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is



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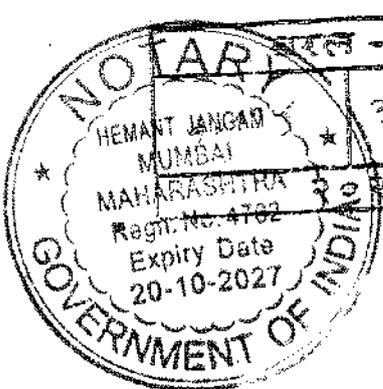
objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/s is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Member in this behalf, the Member shall be liable for the consequences of the breach.

iii) To carry out at his/her own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Member and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Member committing any act in contravention of the above provision, the Member shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority or society.

iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated without prior approval of the society as well as MCGM and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the Developer and/or the Society and MCGM.



v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.



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vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Member for any purposes other than for purpose for which it is sold.

viii) The Member shall observe and perform all the rules and regulations of the Society and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Member shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

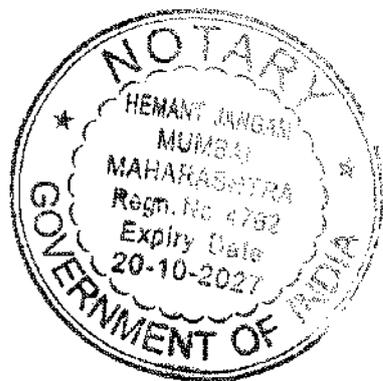
ix) Upon receiving a written intimation from the Developer, the Member shall take possession of the [Apartment] from the Developer. In case the Member fails to take possession within the time provided, such Member shall be liable to pay maintenance charges as applicable.

x) The Member shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.

xi) No sooner than i.e. immediately the construction of the new building is completed and Occupation Certificate for entire project is obtained along with permanent water connection along with bore well connection for flushing, electric connection, Piped Gas connection, telephone connection, for the entire new buildings, installation and commissioning lift, installation & commissioning Pipes for Gas Pipeline including all the fittings (within the Proposed Buildings till input Main Valve to new flats are obtained), the Member, shall within thirty (30) days from the date of receipt of such notice in writing given by the Developer and verified by the society, shift to the new flats in the new



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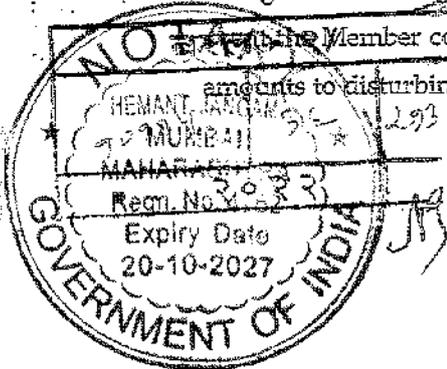
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building/s. The developer shall not be obliged to pay the Displacement Allowance / Compensation to Member after the expiry of the Thirty (30) days' notice period. The Developer shall maintain the Society for one year as goodwill gesture from the date of receiving Occupation Certificate and the Members shall pay in advance first instalment of 6 (six) month's maintenance to the Developer after the Developer intimates to the Society of getting Occupation Certificate. including outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of building/s to the society as determined by the society for the existing members. The second instalment of remaining 6 (six) month's advance maintenance will be handed over before the expiry of the first instalment of 6 months. The amounts towards maintenance charges to be collected from the Members shall be decided at the relevant time.

xii) The Member will not at any time demolish or cause to be demolished the new flat or any part thereof nor will they at any time make or cause to be made any additions or alterations of whatsoever nature to the said flat or any part thereof without permission of concerned authority and the society. The Member shall not permit the closing of verandah or balconies or any alterations in the elevations and also shall not paint any external walls or grills with different colour of the Apartment allotted to him/her without the prior written consent of the Developer and the said Society and also without obtaining the permission of Municipal Corporation of Greater Mumbai or any other concerned Authority, if so required.

xiii) When the new building/buildings are constructed and possession of flats handed over to the member, the external elevation and frontage and the appearance of the building is scrupulously maintained and to keep it undisturbed. Therefore, the society has requested the Developer to provide uniform metal grills on all windows and apertures in all the Apartments with a similar color scheme. The Member herein is fully aware of it. Therefore, the Member hereby specifically covenants that he/she shall not tamper with the said grills nor change the same with different design and colour/paint. In the

Member commits breach of this act and in the opinion of the Society amounts to disturbing or changing or spoiling the external elevation uniformity



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or elevation, the Member shall be liable for disciplinary action. The Member has agreed to these conditions with full responsibility and knowing fully well the meaning and consequences thereof.

xiv) The Member shall not accept the fits out possession of the newly constructed Apartment before obtaining O.C./part O.C. and without the permission of the society else he/she shall be solely responsible for cost and consequences of not granting O.C. by the MCGM/MHADA due to any changes, alteration made by the Member without permission of the society and Developer.

xv) No one other than the Owner or /his/her legal heirs (in case owner is expired during the period of construction) is entitled to the Premises or any part thereof.

xvi) No permission / consent is required to be obtained by the Owner from any third party to enter into this Agreement or undertake the activities contemplated herein.

xvii) No notice/s is/are received either from local authorities or from the Government or otherwise for requisition and/or acquisition of the Premises or any part thereof.

xviii) The Owner has not otherwise entered into any agreement for sale and/or memorandum of understanding or otherwise transferred his/her right or interest in the Premises or any part thereof.

xix) Neither the Owner nor anyone on his/her behalf has otherwise created any adverse rights in respect of the Premises or any part thereof.

xx) There are no prohibitory orders or any attachment orders or otherwise and liabilities in respect of the Premises or any part thereof.

xxi) There are no income tax, wealth tax, sales tax or other taxation proceedings whether for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the Premises or any part thereof is in any way affected and/or jeopardized.

xxii) There is no mortgage, lien, charge, right, collateral security, no-ongoing litigation or any other encumbrances or impediment on the Premises or any part thereof and if it is found to be so, then the respective flat owner only shall be responsible and hereby undertakes to indemnify the Society and the



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Developer against any lien/mortgage/charge/right etc.

xxiii) The Owner has paid all the rents, taxes, charges and other payments due and payable in respect of the Premises payable to the said Society or other authority(s) and there are no arrears in respect of the same.

17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the said Plot and Building or any part thereof. The Member shall have no claim save and except in respect of the Apartment/s hereby agreed to be allotted to him/her and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Society.

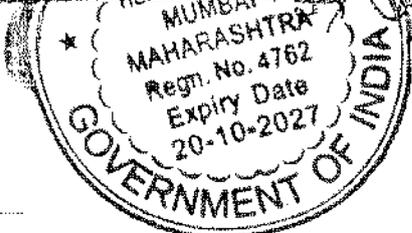
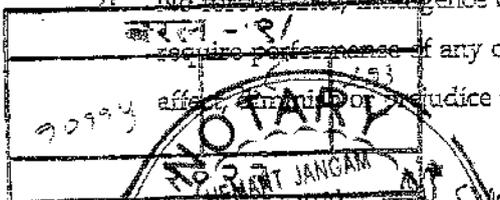
18. After the Developer executes this Agreement, they can mortgage or create a charge on the Apartment/s (Developer's entitlement - except for the two security flats) and if any such mortgage or charge is made or created by Developer then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Member in respect of his Apartment/s as described herein and the same will be intimated to the Society. The Developer will be at liberty to mortgage or create a charge on the flats from its sale components.

19. This Agreement for Permanent Alternate Accommodation, along with its schedules and annexures, and the Development Agreement dated 26/07/2010 entered into between Society, Members and Developer constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Apartment/plot/building, as the case may be.



The Society confirms that the Development Agreement and Power of Attorney dated dated 26/09/2010 executed between the Society and the Developer is valid and subsisting except for the compensation and rent.

21. No forbearance, indulgence or relaxation or inaction by any party at any time, to require performance of any of the provisions of this Agreement shall, in any way, affect or prejudice the right of such party to require performance of that



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provision and any waiver or acquiescence by any party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of this Agreement, or acquiescence to recognition of rights and/or position other than as expressly stipulated in this Agreement.

22. Time for both parties to comply with their respective obligations is of the essence of the contract. However, the times stipulated for performance of obligations shall always be subject to events of Force Majeure and delay caused due to circumstances beyond the control of the concerned party. However, paucity of funds shall not be treated as an event beyond Developer's control. The time to perform shall stand extended to the extent of delay genuinely caused by such event or circumstance.

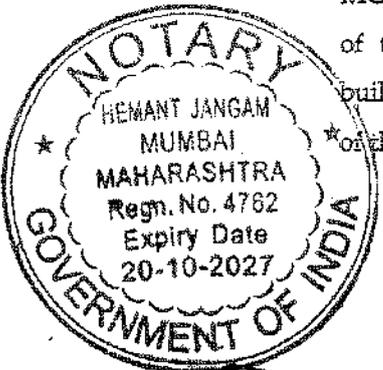
23. All remedies of either party under this Agreement, whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage, are cumulative and not alternative and may be enforced successively or concurrently.

24. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project/Apartment/s shall equally be applicable to and enforceable against any subsequent Members of the Apartment/s, in case of a transfer, as the said obligations go along with the Apartments for all intents and purposes.

25. Since the Flat holder-Member is a member of the Dindoshi, Maharashtra Co-operative Housing Society Ltd., and since this agreement has been executed, executed, executed, registered Redevelopment Agreement dated 26/07/2010 executed between the said Society, the Member herein and the Developer herein pursuant to Resolution passed by the members of the society in the General Meeting, this Agreement shall be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 amended from time to time with all its Rules and Regulations and orders and notifications, (RERA Act) as newly created and also MOFA Act, 1966 as amended. Similarly, the holding and occupation/possession of the Apartment/s hereby allotted to the Member-Flat Holder in the new building of the said society shall be completely regularized under the provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative



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Societies Rules 1961, the approved Byelaws of the said Society and the Resolutions passed by the General Body and the Managing Committee of the said society.

- 26. It is also agreed by the Society that, the new flat purchasers will be admitted as the Members of the 'Dindoshi Yash CHSL', upon the payment of required membership fees and will be treated 'At Par' with the existing members. The Society hereby agrees and confirms that Rs. 50,000/- (Rupees fifty thousand only), will be collected from the new Flat purchasers as the joining fee for the membership of the Society.
- 27. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 28. The Member and/or Developer shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Developer will attend such office and admit execution thereof.
- 29. That all notices to be served on the Member, Society and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Member or the Developer by Registered Post A.D and notified Email ID at their respective addresses specified below:

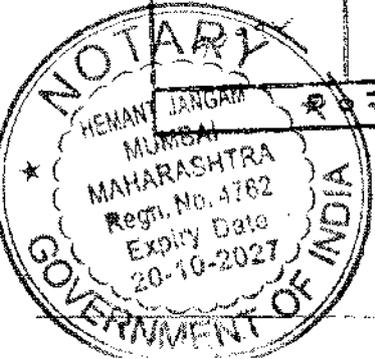
Name of Member:
 Smt. Shilpa Shankar Krishna Bhide
 Shri. Shankar Krishna Vijaykrishna Bhide

Notified

Email

ID/Phone

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Shilpa Bhide
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[Signature]

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MARS LIFESPACES (YASH) PVT. LTD

Developer Address: Silver Utopia, Opp. P & G Plaza, Cardinal Gracious Road, Chakala, Andheri East, Mumbai 400099.

Notified Email ID: _____

DINDOSHI YASH

CO-OPERATIVE HOUSING SOCIETY LIMITED

Society's address: Bldg N0..7, Shivdham Comple, Gen. A.K.Vadidya marg, MIG MHADA Colony, Dindoshi, Malad (E), Mumbai 400097.

Notified Email Id: dindoshiyash@gmail.com

It shall be the duty of the Member and the Developer to inform each other and to the society of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Member, as the case may be.

30. That in case there are Joint Members all communications shall be sent by the Developer and the society to the Member whose name appears first in record and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Members.

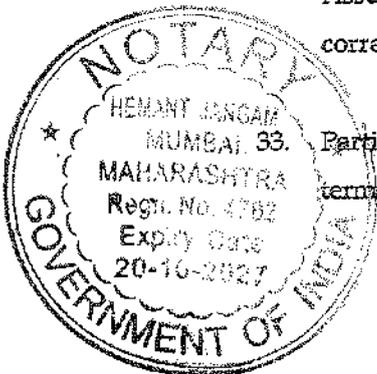
31. During the subsistence of this Agreement the member/s herein will be entitled to sell/transfer his/her/their respective flats in the new Building/s under construction subject to terms and conditions of this Agreement and Developers Agreement.



32. The Society/members and the Developer herein agree and confirm that the Development Agreement registered on 26/07/2010 with Sub Registrar of Assurances, is valid and subsisting and binding along with additions and corrections herein upon the parties.

Sub Registrar of		
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Parties shall co-operate with each other for implementing the true intents of terms and conditions of this Agreement.



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- 34. The charges towards stamp duty, Registration GST and other charges of this Agreement shall be borne by the Developer.
- 35. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with MOFA Acts and Rules made therein from time to time amended for the time being in force and Mumbai courts, the consumer courts and the authority constituted under RERA Act (if applicable) will have the jurisdiction for this Agreement.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement at Mumbai in the presence of attesting witness, signing as such on the day first above written.

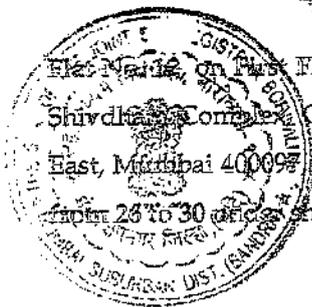
Schedule -I

All that pieces and parcels of land measuring 1067.97 sq.mtrs comprising of 692.87 sq.mtrs of leased land, 320.78 sq.mtrs of tit-bit land and 54 sq.mtrs of setback land along with building standing thereupon being Building No. 7 at S.No. 31 & 39, Dindoshi Yash Co-operative Housing Society, MHADA layout, Shivdhan Complex on larger land bearing CTS No. 147 (pt) and 106 (pt) of village Dindoshi, Taluka Borivali, Mumbai Suburban District and bounded as follows:-

- On or Towards East Side: Shagun Mall
- On or Towards West Side: 9.15 m wide Road
- On or Towards North Side: Building No. 5 & 6
- On or Towards South Side: Building No. 8

Schedule- II

Description of Old flat and share certificate



Flat No. 28, on First Floor, admeasuring about 476.41 Sq.ft. Carpet area in Bldg. No. 7, Shivdhan Complex, Gen. A.K Vaidya Marg, MIG MHADA Colony, Dindoshi, Malad East, Mumbai 400097 along with 5 Shares of Rs. 50/- each bearing distinctive numbers from 28 to 30 and share certificate No. 06 dated 20/06/1999



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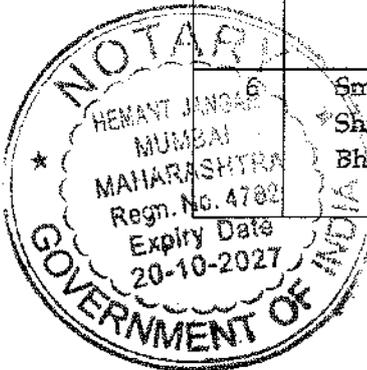
SCHEDULE III

List of allotment Floor Wise and Unit wise for Society Members

Sr No	Society Members Name	Existing Flat/s No.	Floor	Area (Sq.ft) Type	Allotment of New Flat	Allotment in the new floor
1	Smt.Pooja Vishnu Bhawe	7/01	Ground	831 3 BHK	202 (back portion)	Second
2	Shri. Rajiv Digambar Dalvi	7/02	Ground	831 3 BHK	203 (back portion)	Second
3	Smt. Ami Sanjay Ajmera Shri. Sanjay Nagindas Ajmera	7/03	Ground	831 3BHK	204 (front portion)	Second
4	Smt. Rekha Rohitshv Gour Shri. Rohitshv Sudershan. Gour	7/04	Ground	831 3 BHK	201 (front portion)	Second
5	Shri. Vinay Ganpat Shenoy	7/11	First	831 3 BHK	302 (back portion)	Third
6	Smt. Shilpa Shrikrishna Bhade	7/12	First	831	303 (back portion)	Third



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