

Received Adjudication fee (Rs. 1000/-) dated 27-5-04  
Challan No. 27-5-04

Collector of Stamps  
Dy. Inspector General of Registration  
and Dy. Controller of stamps  
(Enforcement Mumbai)

MV. 1750001-

Certificate no's 32(1)(a),(b),41 of the Bombay Stamp Act, 1958.

Office of the  
Collector of stamps (D.I.G. REVENUE)  
Case No. 1750001  
Date: 27/5/04



Certified under Sec. 32(1)(a),(b),41 of the Bombay Stamp Act 1958 that this instrument which is chargeable with stamp duty of Rs. (875/-) Eight hundred and seventy five rupees only, has been allowed under article 25 of Schedule I, has been allowed paid. Therefore this instrument is duly stamped.

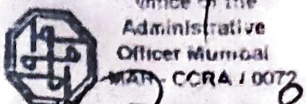
Seventy five only.

Collector of Stamps  
Dy. Inspector General of Registrar  
and Dy. Controller of stamps  
(Enforcement Mumbai)

Subject to the Provisions  
of Section-53-A of the  
Bombay Stamp Act. 1958

ARTICLES OF AGREEMENT made at MUMBAI on this \_\_\_\_\_ day of April in the Christian Year TWO THOUSAND FOUR between VOLITION INVESTMENTS PRIVATE LIMITED, a company having its registered office at 106-C, R.K. Wadi, V.P.Road, Mumbai-400 004, hereinafter referred to as "the DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assign) of the ONE PART and Mr. Prakash R. Dongarkar, adult, aged about \_\_\_\_\_ years, Indian Inhabitant residing at Shree Ganesh Krupa Cooperative Housing Society, Sicka Nagar, V.P.Road, Mumbai-400 004, hereinafter referred to as the "OCCUPANT MEMBER" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include his heirs, executors and administrators) of the OTHER PART

*[Handwritten signature]*



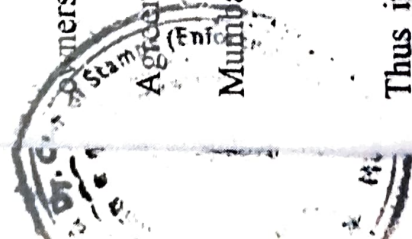
Office of the  
Administrative  
Officer Mumbai  
MUM. CCRA / 0072

भारत  
088 SPECIAL  
ADDRESSIVE  
112680 MAY 26 2004  
SR. 0000875  
STAMP DUTY MAHARASHTRA

In pursuance of the resolutions approved by the General Body of the Owner Society in Special General Meeting dated 27/04/2003, the parties i.e. the owner society on one part and the Developer herein on the other have executed a Development Agreement dated 30/04/2004, whereby it is agreed and understood that the developer at its own costs and expenses shall construct for and on behalf of the owner society residential tenements each society residential tenements each admeasuring 225 Sft. Carpet area of built up area on the proposed building to be constructed on the said property and shall allot and handover the same on ownership basis to \_\_\_\_\_ members of the owner society. This Development Agreement is duly registered in the office of the Sub-Registrar of Assurance Mumbai Suburban at Sr. No. 3250/2004 dated.

Thus it is specifically declared and decided that the Developer shall carry out construction of the tenements to be allotted to the members of the owner society as there contractor/developer of the Owner Society and shall bear the constructions costs thereof in-lieu-of the acquisition of the development right of the said property.

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W H E R E A S

I) Occupant is a member of Shree Ganesh Krupa Co-operative Housing Society Limited, a Society formed and registered under the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. BOM/WD/SSG/TC/5847/91-92 and having its registered office at 134-I, Sicka Nagar, V.P.Road, Mumbai- 400 004, hereinafter referred to as 'the Owner.'

II) As Such Occupant holds five shares of Rs. 50/- each bearing Distinctive Nos.36 to 40 under Share Certificate No. 8 and is entitled to sole and exclusive use, occupation and possession of Room No.8, On First Floor.

III) Occupant with other occupants in the Special General Meeting held on 27/04/2003, approved appointment of the committee and is aware that said committee has nominated and appointed Developer herein as Developer of the society's entire property including tenement in use and occupation of the occupant.

IV) In the course of redevelopment, occupant is required to vacate and shift outside said property and in lieu thereof he is entitled to self contained ownership residential accommodation in a new building constructed by the Developer on the said plot of land admeasuring about 225 Sft. For the consideration and upon terms and conditions as hereinafter appearing.

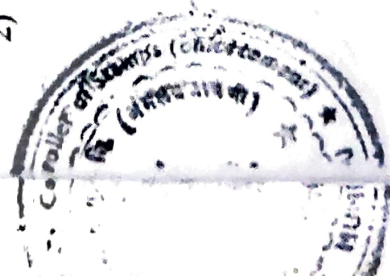


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NOW THIS AGREEMENT WITNESSETH AND IT IS  
HEREBY AGREED, DECLARED CONFIRMED AND  
RECORDED BY AND BETWEEN THE PARTIES HERETO  
AS FOLLOWS:

- 1) The Occupant irrevocably consent to the proposed redevelopment of the said property and further consent to the Developer on his behalf applying for and obtaining NOC/ sanctions/Consent from the MHADA as also applying for and obtaining sanctions of plan and Commencement Certificate from the Municipal Corporation Of Greater Mumbai and/or concerned authorities.
- 2) The Occupant is a member of society and is a Occupant in respect of a tenement being Room No. 8 at First floor of the said property. The area is confirmed and accepted by joint measurement carried out in the presence of the Occupant, Owner and the Developer through their appointed architects. It is expressly agreed by the developers that if the MHADA has increases/decreases the area as per policy of the Government changed from time to time, existing tenant are entitled to the said area in addition to 225 Sft as per amendment that may come during the course of planning of redevelopment.
- 3) The Occupant agrees and undertakes to quit and vacate from his/her tenement within 7 days of the sanction of plan is granted by the Municipal Corporation of Greater Mumbai for the redevelopment of said property and within 15 days of such sanction of plans, the Developer shall be at liberty and entitled to demolish the existing structure and appropriate the salvage



(Signature)



22/11/23  
2023/9

thereof. Simultaneously on the occupant quitting said tenement, the occupant shall be entitled to letter of allotment in respect of new flat in the proposed construction admeasuring about 225 Sft carpet area.

- 4) The developer agrees to complete the proposed redevelopment within 24 months from the total demolition of existing structure / grant of full commencement Certificate by the Municipal corporation of Greater, Mumbai, subject to force major. ( Details mentioned in Society Agreement.)

- 5) The Occupant hereby undertake to shift to the temporary transit accommodation at his own way outside the property at elsewhere immediately on procuring approval/ C.C. and he will accept the payment of monthly rent against such transit accommodation as agreed after due consideration till reconstruction of caption property.

The developer agrees that Occupant shall be accommodated in Rehab building on such floor as is permitted under MHADA Regulations. The Occupant is aware that amenities to both the tenements i.e. rehab and sale tenements shall be different and varied. However the amenities to rehab tenements will be as per amenities list enclosed.

- 7) The Occupant is aware that performance of this agreement by the Developers is also dependent on the other Occupants complying with their respective agreements with Developers as also the Developers getting sanctions, permission, consent within the stipulated time.



*(Handwritten signature)*

*(Handwritten signature)*

- 8) The Occupant agrees and undertakes to make, sign and execute papers, deeds, documents, writings as may be required by the MHADA/MCGB for sanction of plans, grant of floor space and or grant of or other benefits to the Developer in respect of and /or relating to redevelopment of said property.
- 9) The interest of the Occupant herein is limited to his/her occupancy in respect of his/her tenement and the Occupant shall not be interested or concerned about the other tenements or portion of the construction in the said property or any part thereof and such additional construction and extra areas if any shall exclusively belong to the developer and the developers are and shall be at liberty to hold, use, occupy, possess, enjoy, sell, assign, transfer, let, lease, charge, mortgage or dispose off otherwise as the Developers may deem fit and proper in it's absolute discretion.
- The Occupant agrees and undertakes not to store or use any portion of common property of the society and /or create hurdles/ nuisance / annoyance to other members and shall not allow or permit his maid servants to use or occupy during day or night time any part of the common premises.
- 11) In the redevelopment project developer has appointed architect **P.R. Dharja & Associates**. The Occupant has accepted the existing and the proposed plans and agrees and both hereby consent to any modifications or alterations thereof if any required to be carried out at the instance and or instructions and on account of any rules, regulations, bye-laws of the MHADA and or MCGB and or any authorities in that behalf.



*(Signature)*

*(Signature)*

- 12) The Occupant agrees and undertakes not to interfere, obstruct or disturb the proposed redevelopment and in particular demolition of existing structure or construction of new structure by creating legal/illegal action.
- 13) The Occupant is aware that there is no space for any vehicular parking within existing structure nor he will demand for the same, since he is not enjoying such facility at present as well. The Occupant is aware that Occupant is not entitled to any parking space for 2/3/4 wheeler and parking if any available is at the sole and exclusive discretion and disposal of the Developers for free sale component.
- 14) The proposed tenement of the occupant shall have amenities, list whereof is and the same is part and parcel of this agreement enclosed herewith.
- 15) The Occupant agrees and undertakes to make, sign and executes such other papers, deeds, documents, writings, forms, and formats as may be required by the MHADA Authorities and /or MCGB in respect of sanctioning the plans for redevelopment of the said property.
- 16) The new tenement after the redevelopment shall be allotted to the Occupant free of costs on ownership basis and the Occupant is liable to bear and pay stamp duty and registration charges up to Rs.10,000/- and if the stamp duty exceeds Rs.10,000/- then the difference amount shall be paid by the developer in respect of his/her tenement as also to contribute share money, entrance fees, society charges and deposits as may be required or by new flat purchasers at proposed construction at said property.



17) The Occupant is aware of that the Occupant is entitled to carpet area as existing or maximum of 70 sq.mts. and minimum of 20.90 sq.mts. in case of residential Occupant or equivalent to existing area for non-residential Occupant as per MHADA Act.

18) The Occupant is well aware and has accepted that development at said property would be joint development along with adjoining properties and /or in one and /or separate buildings as may be proposed by the Developers and permissible in future.

19) The Occupant hereby declare on oath that he is voluntarily participated in the above scheme of redevelopment and shall not claim any right of whatsoever nature against Developer/Society/ MHADA/MBBR Board, and further to this he say & accept that he will not put any additional DEMAND after this since all negotiations are final after due consideration.

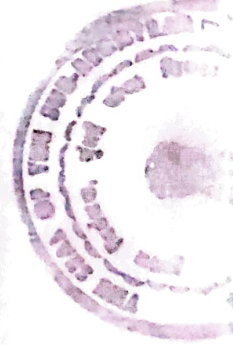
IN WITNESS WHEREOF the parties hereto have subscribed their respective hands to this writing and to the duplicate hereof on the day and month and year first hereinabove mentioned.

THE SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece or parcel of land admeasuring about 242.47 square meters together with building of ground and two floors, situate, lying and being Sicka Nagar, V.P. Road, Mumbai 400 004, bearing C.S. No. 639 of GIRGAON Division, in the District and Registration District of Mumbai City, assessed to Municipal Corporation of Greater Mumbai at 'D' Ward, House



*[Handwritten signature]*



*[Handwritten signature]*



SCHEDULE - II  
GENERAL SPECIFICATIONS (RESIDENTIAL MEMBERS)  
SHREE GANESH KRUPA CO-OP.HSG.SOCIETY LTD.  
134-1, Sickka Nagar, V.P.Road, Mumbai -400 004.

- 1) Marble flooring with skirting in total area.
- 2) Spartex tiles in Bathroom and Toilets, for flooring with 7'-0" dado.
- 3) Black Granite top kitchen platform with S. Steel sink, and good quality tiles on wall upto 7'-0".
- 4) Good quality W/C pan wall hung Anglo Indian/English type in Toilets.
- 5) Good quality Wash Basin with Mirror in toilet, with 7'-0" dado tiles.
- 5a) Building will have society office with toilet facility .
- 6) Powder coated aluminum windows with marble frame.
- 7) Concealed plumbing with C.P.fitting including Shower, Mixer, Bib Cock, and Angle Cocks.
- 8) Main door, flush type with T.W. frame with Godrej night latch, Safety Chain, Letter Box, Magic Eye, Aldrops and necessary fittings in C.P.
- 9) All other doors in the flats will be of flush type and with T.W. frame.
- 10) Concealed electrical wiring , T.V. cable and Telephone with wiring as per Architect's specifications and requirements in the premises, in all rooms.
- 11) All windows will be of box type with RCC Chajja.
- 12) Distemper or Oil paint wash in all rooms, passages.
- 13) Building will have R.C.C. Overhead and Under ground water storage Tank.
- 14) Building will have R.C.C. compound wall all around with paved compound.
- 15) Building will consist of Best quality and renowned brand Elevators.
- 16) Building will have good elevation.
- 17) Building will be designed as per earthquake calculations.
- 18) The amenities may be changed as per decisions and as per availability of materials.
- 19) Other than above specifications, any charge or difference in charge will have to be paid.



444-7  
326870

No. 1595(3), Street No. 1341, Vitthalbhai Patel Road, and  
bounded as follows:-

On or towards North :

On or towards East :

On or towards West :

On or towards South :

SIGNED AND DELIVERED )



By the with in named "DEVELOPER" )

VOLITION INVESTMENT PRIVATE LIMITED )

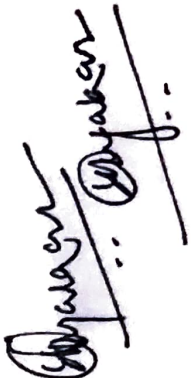


In the presence of ..... )

SIGNED AND DELIVERED )

By the with in named "OCCUPANT" )

Mr. Prakash R. Dongarkar )



In the presence of )



SD 1 m/ -

SI. No. 3 444/08

नावली \*

नोंदणी ३९ म.  
Regn. 39 m.

दस्तावेजाचा/अर्जाचा अनुक्रमांक

दिनांक 25/07/08 मस ३९

दस्तावेजाचा प्रकार -

आदर कारणाचा नाव -

आलेखभाषण फी मिळाली:-

नोंदणी फी

नक्कल फी (फोटिओ )

प्रत्येकनाची नक्कल फी

टपालखर्च

नोंदणी विवेकनामने (कलम ६४ ते ६७)

गोप्य किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नकला (कलम ५७) (फोटिओ )

इतर फी (भागील पानावरील) नाव न.

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एवढा

दस्तावेज

नक्कल

रोजी तयार होईल व

नोंदणीकृत डाकाने पाठवली जाईल.

या कार्यालयात देण्यात येईल.

दस्तावेज खाती नाव दिलेल्या व्यक्तीचा

नावे नोंदणीकृत डाकाने पाठविले. दुरया: चिंबंधक

हवाली करावा.

मुंबई शहर भाद्रपदा ३.

