301

MRS. SWATI PRAKASH BADAMWALA

R. PRAKASH HAREDAS BADAMWALA

OLD FLAT No. Al8

NEW PLAT No. 301

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Original/Duplicate

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Regn.:39M

9:36 AM

Friday.September 22,2023

पावर्ता क्रं∴ 21602

दिनाक: 22/09/2023

गाबाचे नाव: पाटकांपर

दम्नएवजाचा अनुक्रमाकः करक5-20422-2023 दस्तएवजाचा प्रकार : पर्यायी जागेचा करार मादर करणाऱ्याचे नाव: स्वानी प्रकाश बदामवाला

नोंदर्णा फी

₹. 1000.00

दस्त हाताळणी फी

पृष्ठांची संख्या: 80

₹. 1600,00

DELIVERED

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₹. 2600.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 9:56 AM ह्या बेळम अळल.

बाजार मुल्य: रु.18807.8 /-

मोबदला रु.0/-

भरलेल मुद्राक शुल्क : रु. 1300/-

1) देवकाचा प्रकार: DHC रक्कम: र.1600/-

र्डाडी/धनादेश/पे ऑर्डर क्रमांक: 0923211702079 दिनाक: 22/09/2023

र्बकचे नाव व पना:

2) देयकाचा प्रकार: eChallan रक्कम: रु.1000/-

दीदी/धनादेश/पे ऑर्डर क्रमांक: MH008389649202324E दिनांक: 22/09/2023

वंकेचे नाव व पना:

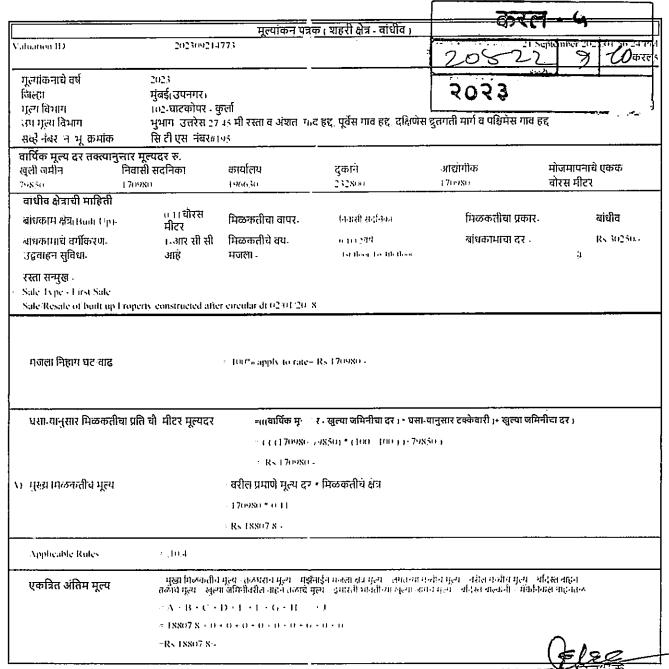
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1) Fee Adjustment: Fee Adjustment (yashada training) code added for keeping tack of

adjusted fees

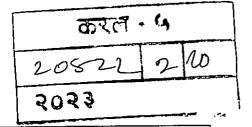
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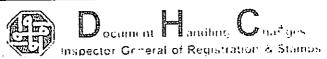
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सह. दुय्यम् ।नबधक कुर्ला-५ (वर्ग-३)

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Receipt of Document Handling Charges

PRN

0923211702079

Receipt Date

22/09/2023

Received from self, Mobile number 0000000000, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered on Document No. 20422 dated 22/09/2023 at the Sub Reyistrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

DEFACED र 1600

Payment Details

Bank Name	SBIN	Payment Date	21/09/2023
Bank CIN	10004152023092101905	REF No.	CHN7413505
Deface No	0923211702079D	Deface Date	22/09/2023

This is computer generated receipt, hence no signature is required

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करल - ५ Department of Stamp & Registration, Maharachtra 0 Receipt of Document Handling Charge PRN 0923211702079 Date Received from self, Mobile number 0000000000, an amount of Rs.1600/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District. **Payment Details** Bank Name SBIN Date 21/09/2023 Bank CJN 10004152023092101905 REF No. CHN74135Q5 ...

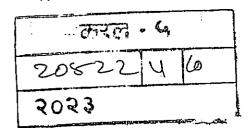
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CH.\LLAN MTR Form Number-6 21/09/2023-10:46:31 FOUT IDE Date GRN MH008389649202324E RaQr Redis Inspector General Of Registration Department Stamp Duty TAX ID / TAN (If Any) Type of Payment Registration Fee PAN No.(If Applicable) **RDK CONSTRUCTIONS Full Name** Office Name KRL5_JT SUB REGISTRAR KURLA NO 5 MUMBAI Location FLAT NO 301, 3RD FLOOR, RDK VIVANTA, Flat/Block No. 2023-2024 One Time Premises/Building JEEVAN TARANG CHŞ LTD Amount In Rs. Account Head Details PLOT NO 1300.00 Road/Street 0030045501 Stamp Duty EAST MUMBA 1000 10 Area/Locality 0030063301 Registration Fee Town/City/District PIN

Two Thousand Three Hundred Rupees Only ϵ_{FA} C $^{\epsilon}$ Amount In Words 2 300.00 Total FOR USE IN RECEIVING BANK STATE BANK OF INDIA Payment Details 00040572023092147868 CKY0594016 Ref. No. Bank CIN Cheque-DD Details Not Verified with RBI Bank Date **RBI** Date 21/09/2023-10:24:47 Cheque/DD No. STATE BANK OF INDIA Bank-Branch Name of Bank Not Verified with Scroll Scroll No., Date Name of Branch

Remarks (If Any)

HARIDAS BADAMWALA~

SecondParlyName=SWATI PRAKASH BADAMWALA AND PRAKASH

Department ID : Mobile No.: 0000000000 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. यहरू बनक केवर दृश्यम निवंधक कार्योगसात बोहणी करावसात्मा हस्तासाठी ताम् आहे. सावणी न करावसाच्या हस्तासाठी सहर बताब ताम् नाही.

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1	(iS)-520-20422	0004434402202324	22/09/2023-09:36:02	IGR561	1000.00

Print Date 22-09-2023 09:36:42

GRN: MH008389649202324E Amount : 2,300.00 STATE BANK OF INDIA

2 (iS)-520-20422 00)04434402202324	TITLE BANK O	F INDIA	Date :	21/09/2023-10:46:31
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20822 6 6	Total Jefacement Amount	: <u> </u>		2,300.00
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Office Name KRL5_JT SUB REGISTRAR KURLA NO 5		Full Name		RDK CONSTRUCTIONS		
Location MUMBAI						
Year 2023-2024 One Time		Flat/Block	No.	FLAT NO SOLE SEPT SE	OGR, VIVANTA,	
<u></u>			Premises/E	Building	JEEVA TARANG SHE	
Account Head	Details	Amount In Rs.		_	L E	* * *
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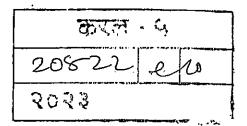
Department ID : Mobile No. : 00000000 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदणी करावयाच्या दस्तांसाठी लागु आहे. नोदणी न करावयाच्या दस्तांसाठी सदर चलन लागु गाही. 0000000000

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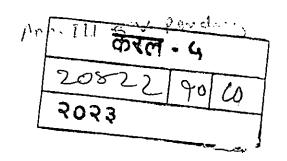
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PERMANENT ALTERNATE ACCOMMODATION AGREEMENT

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ALTERNATE ACCOMMODATION **AGREEMENT** PERMANENT ("Agreement") is made and entered into at Mumbai on this $2^{2^{n}}$ day of $\leq 6^{n}$, 2023

BETWEEN:

JEEVAN TARANG CO-OPERATIVE HOUSING SOCIETY LIMITED, a Cooperative Society registered under the provisions of the Maharashtra Cooperative Societies Act, 1960 having Registration No. BOM/HSG/1318 of 1967 duly Registered under the provisions of the Maharashtra Cooperative Societies Act, 1960 having its registered office at Plot No.193, Garodia Nagar, Ghatkopar East, Mumbai 400 077 through its Managing Committee office bearers namely, MR. SACHIN MANILAL KADAKIA, Chairman, and MR. R. VIJAYRAGHAVAN, Secretary (hereinafter referred to as "Society") (which expression shall unless it be repugnant to context or meaning thereof be deemed to mean and include the said Society, its members for the time being and from time to time and their respective heirs, executors, administrators and assigns as also the successors, Administrators and assignces of the said Society)_of the FIRST PART,

AND

M/S RDK CONSTRUCTIONS, a partnership firm registered under Indian Partnership Act, 1932 and having its registered office at Unit No.1. Ground

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Developer	Member	Society

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Floor, Plot No.32-33, TPS-1, Velji Shivji Wadi, Hingwala Lane, Ghatkopar (East), Monsai-400077, hereinafter called "DEVELOPER" (which expression shall unless it be represent to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and their respective heirs, executors and administrators) of the SECOND PART

AND

MRS. SWATE PRAKASH BADAMWALA, of Mumbai Indian inhabitants holding a frear Card bearing No. 2545 9462 8100 and PAN Card bearing No. AADPSS TOUR and MR. PRAKASH HARIDAS BADAMWALA, of Mumbai Indian prabitants holding Andhaar Card bearing No. 8582 2784 5124 and PAN Card bearing No. AENRE 2009P having their address at 193/A-8, Jeevan Tarang, Gabita Nagar, Near Viraj Bar, Ghatkopar (E), Mumbai – 400077, hereinafter referred to as the "The Members" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and permitted assigns) of the THIRD PART.

WHEREAS:

A. The Society is seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land along with structure situate lying and being at Ghatkopar in the Registration Sub-District of Bandra, District Bombay Suburban being Plot No. 193 of Garodia Nagar, Ghatkopar (East), Mumbai-400 077 of Garodia Nagar Scheme containing by admeasurement 1000 square Yards equivalent to 836.01 Square Meters or thereabouts as per Conveyance Deed dated 3rd April 1968 bearing Registration no. BOM/R/1387 of 1968 and 837 sq. meters as per property card being portion of land bearing Survey No. 249, Hissa No 1 (part) ('the said land') with building standing thereon and known as "Jeevan Tarang" which is assessed by the Mumbai Municipal Corporation under the Assessment No. NX010248001000 ('the said Old Building'). The said land and the said Old Building shall Hereinafter be referred to as "the said property" for the sake of brevity and is more particularly described in the First Schedule hereunder written; the said Property is more particularly

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shown surrounded by a Red Coloured boundary line antagplan thereto annexed and marked as Annexure -"I".

- B. The said Old Building "Jeevan Tarang" consists of ground plus three floors having 24 residential flats/premises. The said flats are occupied by the members of the Society as owners thereof.
- C. By a Development Agreement dated 28th March 2023 duly registered with the Sub-Registrar of Assurances at Kurla under Serial No 2025 (hereinafter referred to as 'the said Agreement') made between the Society of the First Part, the Developer of the Second Part and the members of the Society of the Third Part, the Society and its members have granted unto the Developer, the rights to redevelop the said Property of the Leafner and conditions therein mentioned.
- Pursuant to the Development Agreement, the Society had also executed Power of Attorney dated 28th March 2023 duly registered with the Sub-Registrar of Assurances at Kurla under Serial No. KRL5/6485 OF 2023 ("Power of Attorney") in favour of the Developer and its designated partners empowering them to do all the acts, deeds and things as set out therein for redevelopment of the said Property in terms of the said Agreement.
- For development of the said Property, the Developer has submitted the E. building plans through its Architect and in pursuance thereto has ("IOA") No. Approval bearing Intimation of obtained N/PVT/0116/20230606/AP dated 21st August 2023 SRA/MCGM/BMC and has also procured approved plans ("Approved Plans") in respect of the new building to be constructed on the Land to be known as "RDK Vivanta" ("New Building"). A copy of the IOA is annexed hereto and marked as ANNEXURE - "II".
- F. In accordance with the terms agreed in the said Agreement and based on the Approved Plans and IOA, the Developer has agreed to construct and allot to the Member, free of cost a new self-contained residential flat on ownership basis, bearing Flat No. 301 admeasuring 986 square feet

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MOFA carpet area, on the 3rd floor of the New Building ("Member's New Flat") to be constructed on the said Land in lieu of the Existing Premises occupied by the Member.

- G. The area of the Premises in Old Building is 725 sq. ft. (Existing Area). It is agreed a sectored, confirmed and recorded by the Developer and the Society sthate over and above the present carpet area of the Existing tendises of the Members, the Developers will provide to the Members 261 sq. ft. additional area over and above 725 sq. ft. existing carpet area sgregating to 986 sq. ft. (carpet area inclusive of fungible FSI area) free of the Member's Entitlement Area').
- In addition to the said New Area being provided to the Members as mentioned hereinabove, the Members are desirous and intending to purchase from the Developer a further area of 45 sq. ft. in the New Building and has informed the Developer of the same. Based on the request and requirements of the Members, the Developer has prepared the plans accordingly and incurred expenditures in this respect. The Members have approved the said proposed plan and after that only the Developer has submitted the plans to the relevant statutory authorities. Hence, the Developer has agreed to sell and the Members have agreed to purchase the said additional MOFA carpet area of 45 sq. ft. i.e., 4.18 sq. mtrs. which is equivalent to RERA carpet area of 47 sq. ft. i.e., 4.33 sq. mtrs. ('Additional Purchase Area') for a total consideration of Rs.13,11,300/-(Rupees Thirteen Lakhs Eleven Thousand Three Hundred Only). The Parties hereby agree that they shall execute a Sale Agreement in this respect on such terms as may be mutually agreed by and between the parties upon the procurement of MAHARERA registration of this redevelopment project and upon completion of such other formalities, as may be applicable. A copy of the approved floor plan of Member's New Flat, which includes the Additional Purchase Area is annexed herewith and marked as Annexure-III.
- I. In the circumstances, the Parties hereto are entering into this Agreement for the purpose of recording the terms and conditions agreed upon between themselves including, *inter alia*, to record the obligation of the Developer

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Déveloper	Member	Society

to hand over the Member's New Flat to the Member in the New Building to to be constructed by the Developer on the Land and provide other benefits/entitlements/payments, as per the terms and conditions of the said Agreement.

J. This Agreement is executed pursuant to the Development Agreement made between the Parties herein, which is treated as principal document. The present document is executed pursuant to the said Development Agreement. Entire stamp duty is paid on the said Development Agreement and therefore as per S. 4 of the Stamp Act, this agreement is required to

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREIN DECLARED, CONFIRMED AND RECORDED BY AND BETWIP PARTIES HERETO AS FOLLOWS:

1. RECITALS

1.1. RECITALS TO FORM AN INTEGRAL PART

be executed on stamp paper of Rs. 100/- only.

The recitals, operative part, schedules and annexures contained herein shall form an integral part of this Agreement as if the same were set out and incorporated herein verbatim and to be interpreted, construed and read accordingly.

1.2 CONTEXT CONNOTATION

In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and vice versa and (b) masculine shall include feminine and vice versa.

2 PERMANENT ALTERNATE ACCOMMODATION AND OTHER COMPENSATION

As per the terms and conditions of the said Agreement, in consideration of the development rights granted by the Society to the Developer in respect of the said Property, the Developer is liable to provide to the Member the following:

2.1 PERMANENT ALTERNATE ACCOMMODATION:

The Developer hereby agrees to construct the New Building and allot to the Members on ownership basis and free of all encumbrances, a new self-contained residential flat, bearing Flat No. 301 admeasuring 1031 sq. ft. (MOFA carpet area) equivalent to 1069 sq. ft. (RERA

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202 arpet), comprising of free of cost 986 sq. ft. MOFA carpet area being bors Entitlement Area plus Additional Purchase Area of 45 sq. mt. MOFA carpet area equivalent to 47 sq. ft. i.e., 4.33 sq. mtrs. RERA carpet area (as defined by RERA), on the 3^{rd} floor of the New Building named "RDK Vivanta" ("Member's New Flat") delineated the same toned floor plan annexed hereto as ANNEXURE - "III" differeon shown surrounded by red colour boundary line, along with fixtures, fittings, specifications and common area amenities as set out in the list contained in ANNEXURE - "IV" together with the ght to use 12(one) car parking space to be constructed on the said and ("Member's Parking") subject to the Members paying a sum of Rs. 13-11-300/- (Rupees Thirteen Lakhs Eleven Thousand Three Hundred Only) to the Developer in respect of additional purchased area of 47 sq. ft. i.e. 4.33 sq. mtrs. (RERA CARPET AREA) in the manner set out in this Agreement. The Member's New Flat shall hereinaster collectively referred to as the "Member's New Premises" and more particularly described in SECOND SCHEDULE hereunder written. It is agreed by and between the Parties that the Member's New Premises to be allotted and the New Building shall be in a good and tenantable condition and the Developer shall provide common area amenities in the New Building, as well as fittings, fixtures attached to the Member's New Premises as per ANNEXURE "IV" annexed hereto, which in any event shall not be less than the minimum fixtures and fittings in the permanent alternate accommodation and common area amenities in the New Building as

2.2 The Members hereby confirms that time for payment of each installment of the consideration required to be paid by the Members to the Developer for acquiring and purchasing additional area of 47 sq. ft. (RERA CARPET AREA) is of the essence of the contract. The Member confirms that in the event of default on the part of the Members to pay installment of any of the balance consideration on time without prejudice to the other rights of the Developer, the Members shall be liable to pay to the Developer interest at the rate provided under RERA or rules made thereunder, from its due date till

set out in the said Agreement.

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applicable and binding on both the parties.

2.3 The Members does hereby expressly unconditionally and irrevocably agree and undertake to bear pay or reimburse to the Developer the amounts of Goods and Service Tax ('GST') as may be applicable and all such and other statutory taxes dues duties or paymen may be levied by Central Government State Government authorities or any other authorities (including paymen penalty or the like in respect of such taxes etc) payable in respect of the Additional Purchased Area only i.e. 47 sq. ft. (R AREA). The Members does hereby further agree and un indemnify and keep the Developers indemnified saved defended harmless of from and against any cost charge or expense incurred or any risk harm or prejudice suffered or any suit action or proceeding instituted in respect of or arising out of or due to the nonpayment of such GST or other statutory liabilities or payments whatsoever in respect of the Additional Purchased Area only. Similarly, Developer will indemnify and keep indemnified the Members in respect of nonpayment of GST or other statutory liabilities or payments whatsoever in respect of the Members Entitlement Area.

2.4 OTHER COMPENSATIONS:

The Developer shall also pay the Monthly Displacement Compensation, Hardship Compensation, Shifting Charges, Brokerage and all other payments as agreed upon in the said Agreement, to the Members as per the terms and in the manner as agreed under the said Agreement that is to say:

- 2.4.1 Monthly Compensation for Temporary Alternate Accommodation:
- 2.4.1.1 As agreed, the Members shall make their own arrangements for temporary alternate accommodation.
- 2.4.1.2. The TAA rent amount to be paid by the Developers to the Members shall be calculated and paid in the following manner:

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Developer	Member	Society

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20822 a Rs. 79/- (Rupees Seventy Only) per sq. ft. per month on the carpet area of the said existing flat area for the first 12 months from the Vacation Date;

tion Date:

b) Rs. 73/- (Rupees Seventy-Three Only) per sq. ft. per month on the carpet area of the said existing flat for the next 12 months i.e., from the 13th month to the 24th month from the

Rs. 769 (Rupees Seventy-Six Only) per sq. ft. per month on the carpot area of the said existing flat for the next 12 months i.e., from the 25th month to the 36th month from the Vacation Date;

Developers to the Members shall be handed over by the Developers to the Managing Committee Members of the Society along-with the Vacation Notice and the Managing Committee Members shall in turn distribute the said cheques amongst its Members only after all 24 members have vacated their premises and handed over the possession as mentioned hereinabove and the Developers shall not be liable/ responsible for such distribution or for any delay or default on the part of the Society in such distribution and the Society and its Members agree to indemnify the Developers in respect thereof;

- e) In case of delay on the part of the Developers in handing over the new flats to the 24 members beyond the 36 months from the Vacation Date (subject to force majeure), then the Developer shall continue to pay the TAA Rent at Rs. 78/-(Rupees Seventy-Eight Only) per s. ft. per month on the carpet area of the said existing flat for a further period of 6 months i.c., Grace Period (from the 36th month to 42nd month from the Vacation Date);
- f) In case there is further delay by the Developer in handing over the new flats to the 24 members beyond 42 (Forty-Two) months from the Vacation Date, (subject to Force Majeure), then the Society shall allow Developer additional period for completion of construction of the New Building. Developer

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shall continue to pay TAA to all members of the Society of rate of Rs 84/- (Rupees Eighty-Four My Per square feet on existing carpet area per month subject to Developer paying the mutually agreed Liquidated Damages of Rs.7,500/- (Rupees Seven Thousand Five Hundred Only) per day to the Society. Developer shall pay TAA for next 6 months to the Society by depositing six monthly (1 nonthermore) PDC having monthly dates at least the month prior to the expiry of each month. It is here that are escalation in hardship rentation shall not be considered/ calculated during Euroc Majeure period (defined hereinabove).

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- 2.5. The Developer shall complete the construction of the New Building and handover possession of the Member's New Flat, subject to force majeure within 36 (Thirty-Six) months plus 6 (Six) months grace period aggregating to 42 (Forty-Two) months and if required, a further 6 (Six) months of Liquidated Damages period as defined hereinabove from the Vacation Date (as defined in Development Agreement).
- 2.6 It is agreed that obligations of the Developer to pay monthly displacement compensation shall come to an end within 30 days from the date the Society receives written notice from the Developer handing over possession of the Member's New Premises irrespective of the fact whether the Members have taken possession or not. The notice will be sent to the Society/Members in writing along with copy of the Occupation Certificate and Occupation Plan. It is agreed between the Parties that the possession of the Members' New Premises will be offered by the Developer only after the Developer obtains full occupancy certificate in respect of the New Building.
- 2.7 The Society and its Members agree that it is the sole responsibility of the Society to vacate their Members and handover the said Property to the Developer. However, the Society and its Members agree that in the event if there is any delay/default on the part of any particular member in handing over the quite, vacant and peaceful possession of their

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Developer	Member	Society

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20 spective flepthon the Developer shall be entitled and shall have a right 20 for secover the amount of rent paid to the other members who have

vecated their respective premises during the notice period by the Developer as and by way of damages and additional costs incurred by the Developer in getting the defaulting member vacated from such defaulting Member/s. The Parties hereto agree and accept that this introduction of the Developer shall be without prejudice to other rights the Developer against such non-vacating member. It is specifically agreed between parties that till such defaulting Member/s pay to the Developer such outstanding amount to the Developer, the Developer shall not be liable to handover possession of Permanent Alternate Acceptations such defaulting member/s and furthermore till such time the Developer shall have lien over defaulting member/s flat/s and in the event such Member fails to pay the said outstanding amount to the Developer till the completion of 6 (Six) months period from the date of receipt of Occupation Certificate of the new building then the

2.8. Hardship Compensation:

sale of the flat, as they may deem fit.

2.8.1 The Developers shall in addition to the above, pay to each of the 24 existing members of the said Society an amount calculated Rs.1000/- per sq. ft. of the existing flat area of the respective Members by way of hardship compensation (hereinafter referred to as "the Hardship Compensation Amount").

Developer shall have a right to sell such flat of the defaulting member

and appropriate the said outstanding amount from the proceeds of the

2.8.2 The parties hereto agree that 50% of the Hardship Compensation Amount payable by the Developers to each Member on the Vacation date and balance 50% of the hardship compensation shall be payable by the Developers to each Member on obtaining the Occupation Certificate or offering/ providing possession of the new flat to the Member in the new building, whichever is earlier.

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2.9 Brokerage:

The Developer has agreed to pay brokerage equivalent to one month's temporary displacement compensation, i.e., Rs. <u>50,750/-</u> (Rupees Fifty Thousand Seven Hundred and Fifty only) to the Member (at the time of vacating the Members' Existing Flat).

2.10. Shifting Charges:

The Developers shall in addition to the above hand over existing members on the Vacation date, a cheque equivalent to Rs. 20,000/- (Twenty Thousand Only) by the one-time to & fro shifting/transportation charges.

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2.11 Car Parking:

- tower, the Developers agrees to allot a total of 24 car parkings to the Society in car parking tower of the New Building. The Society shall inter alia allot and apportion the 24 approved car parking spaces amongst its Members in such manner as it deems fit and proper and shall indemnify and continue to indemnify the Developers in respect of any dispute which may arise between the Members and the Society in respect thereof. The remaining car parking's in the car parking tower, and the car parking spaces in the stilt in form of stack or surface or in any other form at any other location save and except the 24 approved car parking's for the Society, shall belong to the Developers and the Developers shall be at absolute discretion to allot the Developer's car parking to their Sale Flat or Sale Shop Purchasers in such manner as the Developers deem fit and proper.
- (ii) Developer shall make provision of Visitor Car parking spaces as per MCGM Norms and such visitors car parking spaces shall be allotted to Society, as same is statutorily required.
- (iii) The car parking cannot be allotted to any third party (outsiders) other than purchasers of new flats/commercial premises in the new building or existing members.

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iv) No commercially efficie of commercial premises purchasers shall be allowed to park their vehicle in building.

2.12 STAMP DUTY, REGISTRATION CHARGES, TAXES AND OTHER EXPENSES:

ged, understood and confirmed by the Developer that ent and luture stamp duty, registration charges, GST and all and other statutory taxes dues, duties or payments (including pents for interest, penalty or the like in respect of such taxes etc.) respect of the Member's Entitlement Area shall be borne by the Developer and in respect of Additional Purchased Area shall be borne and paid by the Member. It is hereby clarified that statutory taxes dues, duties or payments (including payments for interest, penalty or the like in respect of such taxes etc.) with respect to the said Property and/ or the Existing Premises upto the date of handover of the said Property to the Developer shall be borne and paid by the Society without any recourse to the Developer. The Developer shall be liable and responsible to pay from the date of taking possession of the said Property from the Society till the date of handing over the possession ir. New Building. However, in the event if the Member has chosen not to be a party to the said Agreement or any Agreement in furtherance to this Agreement or refused to admit execution thereof as per Registration Act, then the Member shall bear the registration and stamp duty expenses for these presents, if any levied over above payable under Section 4 of the Maharashtra Stamp Act, as well as any other incidental expenses. The Member shall be liable to pay GST as well as any other statutory tax liability with respect to any additional area to be purchased by Member in New Building.

3. SPECIFIC OBLIGATIONS OF THE DEVELOPER

3.1 The Developer shall take all precautions and implement adequate safety measures in accordance with the various applicable guidelines governing the development and construction work.

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- 3.2 The Developer shall undertake the redevelopment of the said Property and construct the New Building thereon in compliance and accordance with the terms and conditions of the said Agreement, as well as in accordance with the sanctioned plans for development of the said Property.
- 3.3 During the course of construction, the Developer shall take adequate proper insurance of the workers as also the third party for the injuries or death during the course of construction and take all statutory insurances required by law. The Member and the Society shall not be liable for any mishaps, in this or deaths that may arise during the construction.
- 3.4 The Developer shall procure the Occupation Certificate
 Rehabilitation Authority (SRA) / Municipal Corporation of Greater
 Mumbai (MCGM) in respect of the New Building on or before the
 time limit stipulated in the said Agreement.
- 3.5 The Parties shall abide by all the terms and conditions of the said Agreement and these presents and the Developer shall not delay in paying consideration or handing over possession of the Member's New Premises.

4. DECLARATIONS AND OBLIGATIONS OF THE MEMBER/DEVELOPER

- 4.1 The Member is seized and possessed of and/or otherwise well and sufficiently entitled to the Existing Premises.
- 4.2. The Member has not entered into any agreement or arrangement, oral or written, with regard to the sale of the Existing Premises and/or any part thereof and/or assignment of their rights in the Existing Premises and/or any part thereof and the Existing Premises is free from any mortgage, charges or encumbrances.
- 4.3 There are no proceedings instituted by or against the Member in respect of the Existing Premises and pending in any Court or before any authority and the Existing Premises is not subject to lis pendens.
- 4.4 No notice from any Government, Municipal Corporation or any other public body or authority or any notice under any law including the Land Acquisition Act, the Town Planning Act, the Municipal Corporation Act, the Urban Land Ceiling Act or any

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20520Ther 12th has been received or served upon the Member in 2023 respect of the existing Premises or any part thereof which restricts or may restrict the execution of this Agreement.

4.5 There is no injunction or any other order from any Court, Collector, Revenue Authority, Municipal Corporation for any taxation or other dues disentitling or restraining the Member from

with the Existing Premises or entering into this

Member will not create any unnecessary hindrances, stacles in the redevelopment process and extend their properations to the Developer for any lawful purpose under this excernent and/or the said Agreement.

conditions of the said Agreement/Power of Attorney are binding on them.

- 4.8 The Member hereby agrees and confirms that the Developer shall be entitled to construct flats as it may deem fit and it shall also be entitled to sell the same.
- 4.9 The Member has verified all plans till receipt of IOA/IOD in respect of the said Property. The Developer shall not submit any new plans for redevelopment project to the authorities without receiving written approval from Member with respect to any change in the Member's New Premises.
- 4.10 The Members shall maintain the Members New Flat at their own cost and in good and tenantable condition from the date on which the possession of the Members New Flat was taken by them and shall not do or allow or suffer to be done anything in and or to the common areas in the New Building or any part of the New Building in which the Members New Flat is situated which is not expressly permitted by the Developer in writing.
- 4.11 The Members shall not store in the Members New Flat, any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building in which the Members New Flat is situated or storage of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper

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floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the New Building in which the Members New Flat is situated including entrance of the New Building. In case of any damage caused to the New Building on account of negligence or default of the Member, the Member shall be liable to pay or make good the damage incurred or caused due to the default of the Member.

4.12 The Member shall carry out at their own distributional repairs/modifications/alterations to the Members New flat and maintain the Members New Flat in the same control state and order in which it was delivered by the Developer to be done anything in the Member shall not do or allow or suffer to be done anything in the Members New Flat or to the New Building in which the Members New Flat is situated, or carry out the repairs/modifications/alterations and changes in the Members New Flat without prior written approval of the Society and concerned statutory authority (when necessary). In the event of the Member committing any act in contravention of the above provision, the Member shall be responsible and liable for the

public authority.

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consequences thereof to the concerned local authority and/or

4.13 Notwithstanding what is stated in clause 4.12 hereinabove, if within a period of 5 (five) years from the date of occupation certificate or handing over possession of the Member's New Premises, whichever is earlier, the Member brings to the notice of the Developer any structural defect in the Member's New Premises or the New Building or any defects on account of workmanship, quality or any malfunction/breakdown of any fixtures, fittings or common area amenities then such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects then the Member shall be entitled to receive from the Developer reasonable compensation for such defect. However, if the Member carries out any alteration or addition or change in the Member's New Premises without obtaining prior written permission of the Developer and of the concerned authorities wherever required, then, in that case the liability of the Developer

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203 shall come to an end and the Member alone shall be responsible to rectify such defect or change at their own cost. In case of any issues with regard to waterproofing, the Developer shall be liable to carry out such repairs at its own costs and expenses for a period of 10 years.

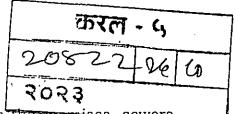
4.14 The Member doth hereby admit and accept that he shall not be entitled to seek the rectification as provided in clause 4.13 from the Developer and/or at the cost of Developer, if such defects

rdue to carrying out any structural additions or alterations or internal changes by the Member in and over the Member's New Premises and/or; due to causing of any damage to the fixtures/services provided

the part of the Member and/or anybody claiming through or under them as the case may be, and/or;

- c. due to any manhandling and/or any misuse of the Member's New Premises and/or of the said amenities, fixtures, etc. and/or;
- d. due to carrying out renovation/additions or alterations/ structural/internal changes by any other Member within their respective apartment and thereby causing any damage by them to the said New Building or any part thereof or water proofing treatment given by them as the case may be;
- e. Any damage due to wear and tear or alteration/addition of whatsoever nature is caused thereto (save and except the defects as mentioned hereinabove), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Member and the Member alone shall be liable to rectify and reinstate the same at their own costs.
- 4.15 The Member shall not demolish or cause to be demolished the Members New Flat 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 Members New Flat or any part thereof; nor any alteration in the elevation, and outside colour scheme of New Building in which the

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Members New Flat is situated and shall keep the premises, sewers, drains, pipes in the Members New Flat and appurtenances thereto in good and tenantable conditions so as to support, shelter and protect other parts of the New Building in which the Members New Flat is situated and shall not chisel or in any other manner damage any columns, beams, walls, slabs or RCC pardis in the New last without prior written permission of the Society, the Developer and the

Concerned Authority.

4.16 The Member shall not throw dirt, rubbish, rags, parbage refuse or permit the same to be thrown from the Members in the compound or any portion of the New Building Members New Flat is situated.

- 4.17 The Member shall bear and pay any and all differences 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 authorities on account of change of user of the Members New Flat by the Member.
- 4.18 The Member hereby declares and confirms that he/she has no claim over the saleable area and the Developer has full right and absolute authority to change/amend the plans in respect of the saleable area in the New Building.
- 4.19 The Developer shall be entitled to put signage / boards to reflect the name of "M/S RDK CONSTRUCTIONS" in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Developer shall also be entitled to place, select, decide hoarding/board sites.

5 THIRD PARTY TRANSFER

5.1 If any Member during the subsistence of the redevelopment project is desirous to transfer by sale, gift, exchange, lease or otherwise of the Member's New Premises, then the transfer/transaction shall be subject to the New Transferee giving a registered undertaking to the Developer that such purchaser shall comply with all the terms and conditions of the said Agreement as well as these presents, as if the New Transferee was a party to the said Agreement.

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5.2 Such transferee shall be treated as New Transferee and accordingly the Developer shall be handing over consideration under these presents to such New Transferee. Similarly, the New Transferee shall be liable to pay to the Society / Developer any amount duly payable by the Member and also any amount duly payable as per this Agreement.

5.3 The Society further undertakes not to transfer such premise in its records unless the New Transferee / Purchaser execute the Declaration cum Undertaking in favour of the Society and furnishes a copy to the same to the Developer.

It is agreed by the Member and the Society that at any time hereafter if any objection and / or claims relating to the ownership to the Member's New Premises is received then the Member shall at their councest charges and expenses and risk remove and clear such objection and/ or claims at their own costs and shall clear all outstanding estates, all title defects, all such claims arising by way of sale, exchange, mortgage, gift trust, inheritance, possession, lien or lease or otherwise and deduce a clear marketable title of the same to the Society / Developer.

- 5.5 The Developer shall be entitled to give possession to purchasers of premises in the New Building after offering possession to the Society and its Members and depositing cheques for all balance payments due to the Member as well as the Society with the Society.
- 5.6 It is agreed by the Developer that the Developer shall bear and pay all refundable or otherwise deposits such as IOA and debris deposits and also payment towards temporary electric meters and water connections and Developer shall be entitled to recover the same after the same in a manner stated hereinabove.
- 5.7 The Society shall at the request of Developer admit the Membership of Developer's Flat Purchasers and issue Share Certificate in their favour upon the Developer submitting all the required applications for Membership, depositing monies in the manner stated in the said Agreement duly accompanied with the copy of the registered Agreement for Sale executed by the Developer in favour of the Developer's Flat Purchasers.

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shall co-operate and sign such necessary documents, as may be required statutorily to enable the Developer to register and initiate the RERA registration, apply for various statutory approvals and thereafter, as per the provisions of RERA and laws related thereof. The Developer shall get the redevelopment project registered under RERA, as may be statutorily applicable. It is specifically agreed the provisions of RERA and it is further agreed between the particular provisions of RERA and it is further agreed between the particular society and/or MEMBERS shall not have any role in completing the project as a promoter or otherwise.

7. VACATION OF EXISTING FLAT

The Member shall vacate and hand over the keys of their Existing Premises to the Managing Committee on or before 22nd September 2023. Simultaneous to the handing over of the keys, the Managing Committee shall hand over to the Member, the cheque for monthly displacement compensation for the months by way of post-dated cheque and the cheques pertaining to Hardship Compensation, Shifting Charges and the brokerage amount shall be paid in terms of Article 4 as stated in the Development Agreement.

8. APPROVALS AND CONSTRUCTIONS MILESTONES

- 8.1 Based on the tentative plan submitted by the Developer, the Developer has marked out Member's New Premises, Society has already identified the Members' New Premises, and allocated the Member's New Flat to the Member along with other member.
- 8.2 The Developer has agreed to complete Redevelopment of the Society within a period of 36 (Thirty-Six) months plus 6 (Six) months grace period aggregating to 42 (Forty-Two) months and if required, a further 6 (Six) months of Liquidated Damages period as defined hereinabove from the Vacation Date and subject to force majeure circumstances, as defined in the Development Agreement, from the date of receipt of

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"Force Majeure Event" shall mean and include fire, earthquake, flood, epidemic, riot, civil disturbance, pandemic, lockdowns, war, acts of God, non-availability of cement or steel which is beyond the control of the Developers and/ or acts of public authorities that prevent or delay the performance of any one or ore obligations of the Developers, change in law, regulations,

for the policies, or any order of any court, tribunal, authority etc., which affect the said Project or development/real estate construction industry as a whole and/or all other acts which ware beyond the reasonable control of the Developers and which

are not attributable to any default on the part of the Developer. Notwithstanding anything contained in this Agreement, it is agreed that if because of any Force Majeure event, the Developers are prevented from carrying on with or hampered in performance of any of their obligations under this Agreement or otherwise (hereinafter referred to as the "Force Majeure Event"), then the reason and delay shall be intimated by the Developers to the Society and if the Developers invoke this clause, the performance of all the obligations of the Developers, except the obligation of the Developers to continue paying the monthly compensation for Temporary Accommodation to the Members of the Society after invoking and during the subsistence of the Force Majeure Event, under this Agreement or otherwise shall stand suspended for such time as the Force Majeure Event continues and such time shall be excluded for the purpose of computation of time for performance of the Developers' obligation. During the occurrence of force majeure events such as War, Floods and Earthquake only the Developer shall be liable to pay rent only for a further period of 6 (Six) months, in accordance with the schedule, stated hereinabove to Members and thereafter in the event after the completion of the period of the said 6 (Six) months, such force majeure event is still in existence and not completed then the Developer shall not be liable to pay any

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amounts for such period of Force Majeure Event till the parties mutually decide in this respect. After completion of Force Majeure events the Developer shall be liable to continue to pay monthly rental compensation from that date of resumption.

- 8.4 Upon receipt of Occupation Certificate, the Developer shall intimate to the Society/ Member with a 30 (Thirty) days' notice in writing to take possession of the Member's New J within 30 days from the date of receipt of an Developer, the Member shall take possession of the New Premises. For the sake of clarity the Member deemed to have taken possession of the Premises on the 30th day of receipt of such of whether they have taken physical possession of New Flat or not and shall be liable to bear and pay the taxes and other outgoing relating to the Members New Premises from the date of such deemed possession. It is clarified that the obligation to pay Hardship Compensation under these presents shall end after 30 days from the issuance of the said notice to the Member.
- 8.5 It is agreed that on account of planning constraints, and/or construction methodology there may be a variation in the area of the aforesaid Permanent Alternate Accommodation to be given to the 24 members of the Society subject however to a maximum of 3% (three percent) thereof. It is clarified that in case of any such variation above the said overall limit of 3%, the variation in area shall be compensated by the Developers to the concerned member of the Society or alternatively, by the concerned member of the Society to the Developers (as the concerned member of the Society to the Developers (as the half case may be) at the rate of Rs. 27,900/- (Twenty-Seven Thousand and Nine Hundred) per sq. ft. of carpet area for such variation.
- 9. The Developer has agreed to pay maintenance charges, municipal taxes, water charges, electricity charges etc. during the period of construction till the date of grant of intimation to the Members to take

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possession of the new flats, in the New Building shall be borne and 20 paid by the Developer alone upto OC.

In case of death of the Member (or any of them in case there's more than one) during the redevelopment process, payments due to them by the Developer will be paid to such legal heir of the deceased Member or nominees / legal heirs namely, Mr. Manav Prakash Badamwala and Ms. Nidhi Prakash Badamwala, who are admitted by the Society is the principal member in respect of that flat and as may be informed by the Society, in writing in this respect. The names of such legal beins of the deceased Member / first nominee will be intimated by the Society in writing to the Developer.

11. NOTICE AND COMMUNICATION

All notices and other communications to be given under this Agreement shall be in writing and delivered (i) by hand against a written acknowledgement of receipt, or (ii) by Registered Post A. D., or (iii) by e-mail at nominated email address and addressed to the Parties at the addresses mentioned in the title clause of this Agreement or at such other address as is from time to time designated (in writing) by the Party to whom the communication is addressed. Any communication that is delivered in accordance herewith shall be deemed to be received when delivery is received or wrongly refused, as the case may be.

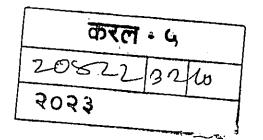
12. PAN CARD

As required by the Income-tax (Sixteenth Amendment) Rules, 1998:-

- (a) The Members Permanent Account Number are <u>AADPS5711K</u> and <u>AENPB2009P</u> and a copies of their PAN Cards are annexed hereto and marked Annexure-"V";
- (b) The Society's Permanent Account Number is AAIAJ4188M and a copy of its PAN Card is annexed hereto and marked Annexure "VI";
- (c) The Developer' Permanent Account Number is <u>ABEFR0584P</u> and a copy of its PAN Card is annexed hereto and marked Annexure "VII".

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13. MODIFICATION

This Agreement may be modified or amended only by a writing making specific reference to this Agreement duly executed by the Parties.

14. INVALIDITY AND SEVERABILITY

Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unconforceable, without affecting in any way the enforceability of validity of the remaining provisions of this Agreement, which shall remaining full force and effect to the maximum extent permitted by law.

15. FURTHER ASSURANCES

Each of the Parties shall co-operate with the others and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested, from time to time, in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement.

16. COUNTERPARTS ORIGINALS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

17. SPECIFIC PERFORMANCE

Either Party will be entitled to seek specific performance of this Agreement against the other Party.

18. The Developer shall also be entitled on their own account to sell on ownership basis the flats etc. and allot parking space in the New Building/buildings to the prospective purchasers (except flats and parking to be allotted to the Member of the Society as members' New Flat as agreed under this Agreement)and Society's common areas and for that purpose to enter into on their own behalf, risk and responsibility Agreements or letter of allotment or any such other writings or documents in their own name. It is also agreed that the Developer shall be entitled to receive and retain with them all the

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moneys from the said persons to whom the flats etc. are sold or allotted 208 as the case may be in the new building/buildings to be constructed by the Developer on the said Property and to appropriate the same in such manner as the Developer may deem fit. All the Moneys shall be which shall be received by the Developer from such persons shall belong to the Developer and will be received by them on their own account.

19. DISPUTE RESOLUTION, APPLICABLE LAW AND JURISDICTION.

cent any dispute or difference arises between the Society and er in the matter of existence, interpretation or denentation of this Agreement, the Power of Attorney and/ or any ied or indiantal documents or any part thereof, the Society and veloped shall firstly endeavour to resolve such disputes or an amicable manner within 30 days from the date that e parties notifies (in writing) to the other Party of the existence of such disputes or differences and calls upon the other Party to hold discussions/dialogues for resolving the same. In the event such disputes or differences are not resolved within the said period of 30 days, the Parties shall jointly appoint a sole arbitrator upon expiry of 30 days, failing which, each Party shall appoint one arbitrator, and the two appointed arbitrators shall, before entering upon the reference, appoint a third arbitrator who shall act as the presiding arbitrator, to resolve the aforesaid disputes and differences. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendment or reenactment thereof for the time being in force. The arbitration proceedings shall be held at Mumbai and the language of the proceedings shall be English. The Arbitrator/s shall have summary powers and be entitled to give interim directions and awards from time to time. The award/s of the Arbitrator/s shall be reasoned and given in writing and shall be final and binding upon the Society (for itself, and for and on behalf of all its Members) and the Developer. Till the Arbitrator decides the quantum, the cost of the Arbitration proceedings shall be borne and paid by the Society and the Developer, in equal shares.

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20. This Agreement shall by always be subject to the provisions of the

20821 Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and construed in accordance with the Transfer) Act, 1963 and the rules made thereunder and Real Estate

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(Regulation and Development) Act, 2016 and rules made thereunder or provisions of other laws of India, applicable thereto and sha

to the jurisdiction of the Courts at Mumbai only;

FIRST SCHEDULE HEREINABOVE REFERRI

(Description of the said Property)

All that piece and parcel of land along with structure sitt being at Ghatkopar in the Registration Sub-District of Bandra, District Bombay Suburban being Plot No. 193 of Garodia Nagar, Ghatkopar (East), Mumbai-400 077 of Village Ghatkopar bearing CTS No. 195/191, Garodia Nagar Scheme containing by admeasurement 1000 square Yards equivalent to 836.01 Square Meters or there abouts being portion of land bearing Survey No. 249, Hissa No 1 (part) which is assessed by the Assessment under the Corporation Municipal Mumbai No.NX010248001000 and bounded as under:

On or towards North

Plot No. 179 and 180

On or towards South

Road - Dr. Ajay Ahuja Marg

On or towards West

Plot no. 194

On or towards East

Plot No. 192

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(Description of the Members New Premises)

A residential flat bearing Flat No. 301 admeasuring 986 sq.ft. (MOFA carpet area), on the 3rd floor of the New Building to be constructed on the said Land.

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SIGNED SEALED AND DELIVERED

By the within named "DEVELOPER"

M/S. RDK CONSTRUCTIONS

Through its Partners

Rik Kanani

MR. RAKESH R. KANANI

D. N. Camda

MR. DEVANG N. KAMDAR

in the presence of







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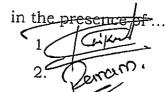
By the within named "MEMBER"

Swoti P.B.

MRS. SWATI PRAKASH BADAMWALA and)



MR. PRAKASH HARIDAS BADAMWALA











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Developer	Member	Society

SIGNED AND DELIVERED

By the within named "THE SOCIETY"

JEEVAN TARANG CO-OPERATIVE HOUSING

SOCIETY LIMITED,

!UMB;

(i) Mr. Sachin Manilal Kadakia, Chairman

MUMB,

(ii) Mr. R. Vijayraghavan, Secretari



in the presence of

1. Janker

2. Puram

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ANNEXURE - I - Copy of CTS Plan

ANNEXURE - II - Copy of the IOA

ANNEXURE - III - Copy of the approved floor plan includes the Additional Purchase Area

ANNEXURE – IV - List of fixtures, fittings, specifications and amenities in common area

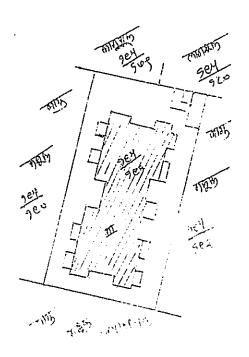
ANNEXURE - V - Copies of Members Permanent Account Number (PAN)

ANNEXURE - VI - Copy of Society's Permanent Account Number (PAN)

ANNUXURE - VII py of Developer's Permanent Account Number (PAN)

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स्मित्र श्री. किर्ताल कार्निक सामित माली मिलां स्थापित माली मानी माली प्राणी हिलां स्थापित मानी स्थापित सामित्र कार्मित्र माने स्थापित सामित्र माने स्थापित सामित्र कार्मित्र माने स्थापित सामित्र सा E ECONOMI. G 033





१) सदरची नक्कल पुनर्विलोकन आलेखायरून देगंत आली आहे.

 सदरची नवबाल पुनर्विलोकनार्व वेकी नार्गण अठलून आलेली स्थिती दर्शकिने. (पुरविलोका केरोला धालायरी....

३) मदाधी नक्साल जागेवर आग्रास्त्र वानके दर्शवत नाता, जागेची अद्यावन स्थितं दर्शविणा-या नकाशासाठी मोजणी करून धेङ कावश्यक आहे

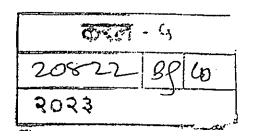
अब क्यांक 287 अब आत्याचा तागव 205०१२०१५ न्यकांतरी प्रीता (त्यार करणा जिलावर 30क भागमार्थः समा 59151.8cm एकुण शुन्द ६०/८ १४४७

नगर भूमापन अधिकारी धाटकोमर

नगर एकथन अधिकारी धार् अंदर

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Annexure II - Copy of IOA





SLUM REHABILITATION AUTHORITY

Kliminastrative Building, Anant Kanekar Marg, Bandra (E), Mumbai: 400051

on the Approval under Sub regulation of Regulation 33(11) Development Control and Promotion Regulations – 2034 For Grater Mumbai

No. N/PVT/0116/20230606/AP

(Sale Building)
Dated:-

2 1 AUG 2023

Τo,

M/s. RDK Construction

Office No 1 & 2, Ground floor.

Kamdar Shopping Arcade,

Velji Shivaji Wadi, Hingwala Lane,

Ghatkopar (E), Mumbai-400077.

With reference to your Notice, letter u/no. 125 cated 28/07/2023 and delivered on 28/07/2023 and the Plans Sections Specifications and Description and further particulars and details of your building at Plot bearing CTS No. 195/191, Plot no.193 of village Ghatkopar, Taluka Kurla, Garodia Nagar, at Ajay Ahuja Road, Ghatkopar (E), in 'N' ward of MCGM Mumbai- 400077.

furnished to me under your letter, date 28/07/2023. I have to inform you that the proposal of construction of the building of work proposed to be erected or executed is hereby approved under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date subject to the following conditions:

A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL

- A.1) That the Commencement Certificate under section 44/59 (1) of the MR & TP Act shall be obtained before starting the proposed work.
- A.2) That the compound wall shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per DCPR-2034 Regulation No.37 (24).
- A.3) That the structural Engineer shall be appointed, and the Supervision memo as per Annexure - 5 of DCPR - 2034 shall be submitted by him.
- A.4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant IS code along with plan shall be submitted before C.C.

Subject to your so modifying your intention as to comply the affressed mentioned conditions and meet by requirements. You will be at liberty to proceed with the said building or work at anytime before the day of 20 but not so as to contravene any of the provisions of the said Act as amended to Possaid or any rule, regulations of bye-law made under that Act at the time in force.

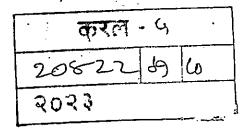
Your attention is drawn to the special Instructions and Notes accompanying this Intimation of Approval

Executive Engineer, (S.R.A.)

SPECIAL INSTRUCTIONS

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APP RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROP
- Under Section 151 & 152 of M.R & T.P. Act 1966, as a managed Executive Officer, Slum Rehabilitation Authority has Dy.Ch. Engineer (S.R.A.)/ Executive Engineer (S.R.A.) to executive and discharge the powers, duties and functions conferred and impand vested in the C.E.O. (S.R.A.) by section of the said Act.
- (3) Proposed date of commencement of work should be communicated to this office.
- (4) One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbai Suburbs District as the case may be.
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai/ Mumbai Suburban District before the work is started. The Non- agricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules there under.

Attention is drawn to the notes accompanying this Intimation of Approval



That the manimum plinth height shall be 30 cm, above the support to flooding the height of light shall be at least 60 cm, above the high flood level.

That the low lying plot shall be filled up to a reduced level of at least 1.H.D. of 15 cm. above adjoining road level whichever is higher with murum, earth, boulders etc. and shall be leveled, rolled, consolidated and sloped towards road.

from concerned Asst. Engineer (SRA) and the drainage work shall be executed in accordance with the approved drainage layout.

- 8) That the existing structure proposed to be demolished shall be demolished with necessary phase program by executing agreement with eligible slum dwellers.
- 9) That the Registered site supervisor through Architects/Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architect/Structural Engineer certifying the quality of the construction work carried out at various stages of the work.
- 10) That no construction work shall be allowed to start on the site unless labour insurance is taken out for the concerned labours and the same shall be revalidated time to time. And the compliance of same shall be intimated to this office.
- 11) That the Registered Undertaking from the Developer shall be submitted for the following
 - i) Not misusing part/pocket terrace.
 - ii) Not misusing stilt.
 - iii) Not misusing Refuge Area.
 - iv) To Demolish the excess area if constructed beyond permissible F.S.I.
 - v) Not misusing fitness centre & handing over the fitness centre to the society of occupants of the building u/ref.
 - vi) Not to misuse Puzzle/Mechanical/Tower parking system shall be equipped with electric sensor devices & also proper precaution & safety majors shall be taken to avoid mishap & maintenance shall be done regularly.
 - vii) Not to misuse the entrance lobby.
 - viii) That condition for inadequate maneuvering space for car parking to be included in the sale agreement of prospective buyers & no complaints to SRA in this regard will be made in future & to incorporate a condition in sale agreement informing the prospective buyers regarding inadequate maneuvering space for car parking has been approved in the building u/ref. & that no claims/damages/risks will be maid against CEO (SRA) & its staff in this regard.
 - ix) That the buyers / member will not be held liable to SRA for inadequate/sub standard sizes of rooms in future.
 - x) That the buyers / member will not be held liable to SRA for deficient open spaces in composite building.

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xi) That the buyers / member will not be held list failure of mechanical parking system in http://www.

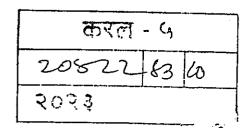
which will be used by the sale residents of QR Building as an additional amenity the same and will hand over the same to the sale tenants of Sale building u/ref.

12) The Structural designs and the quality of materials and workmanship shall be strictly as per conditions laid down in Regulation 49 of DCPR 2034.

13) That you shall submit the NOC's as applicable from the following concerned authority in the office of Slum Rehabilitation Authority at a stage at which it is insisted upon by the concerned Executive Engage.

<u>(</u> SRA).	935
Sr.	NOC's	Stayle of Comphance
No.		
1.	A.A. & C. 'N' ward	Before: Plinth ; C.C. of
	1	building w/ref.
2.	H.E. from MCGM	Befor Plinth C. of
<u> </u>		building (18)
3.	Tree Authority	
		building u
4.	Dy. Ch. Eng.(SWD) E.S./W.S./City	
!	Regarding Internal SWD	Before Further C.C. of
<u> </u>		building u/ref.
5.	Dy. Ch. Eng.(S.P.) (P & D)	Before Plinth C.C. of
		_building u/ref.
6.	Dy.Ch.Eng.(Roads) E.S./W.S./City	Before Further C.C. of
}		building u/ref.
7.	P.C.O.	Before Plinth C.C. of
		building u/ref.
8.	BEST / TATA / Reliance Energy /	1
	MSEB / Electric Co.	building u/ref.
9.	Civil Aviation Authority	Before Further C.C of
		building u/ref.
10.	E.E. (M&E) of MCGM	Before Further
		C.C./O.C.C. of building
1		u/ref.
11.	E.E. (T&C) of MCGM for Parking	
, . <u></u>	Layout	building u/ref.
12.	CFO	Before Plinth C.C. of
]		building u/ref

- 14) That the design and construction of proposed building will be done under supervision of Registered Structural Engineer as per all relevant LS. Codes including seismic loads as well as under the supervision of Architect and Licensed Site Supervisor.
- 15) That the regular/sanctioned/proposed lines & reservation will be got demarcated at site through A.E. (Survey)/E.E. (T. & C.)/E.E. D.P./DILR before applying for C.C.



That the regular conctioned /proposed lines & reservation will be got defined the regular concerned at sites addition copy of plan shall be submitted for Egreeing to handover the set back land free of compensation & set back banding & that the setback handing over certificate will be obtained from Asst. commissioner, that ownership of setback land will the transferred in pame of MCGM.

17) That the stands arrangement of generator/ alternative electric power supply recensite capacity shall be made in case of failure of electricity.

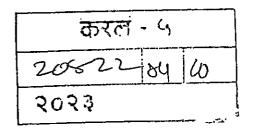
- 18) That all the cantilever projections shall be designed five times of load as per I.S. code 1993-2002 This also includes the column projecting beyond terrace & carrying OHWT etc.
- That you shall be asked unless payment of advance for providing treatment at construction site to prevent epidemics like dengue, Mularia etc. is made by insecticide officer of concern ward office & provision shall be made as and when required by Insecticide officer for inspection of water tanks by providing safe but stable ladder etc. & requirements as communicated by insecticide office shall be complied.
- 20) That the structural members below the ground level shall be designed considering the effect of chlorinated water, sulphur water, seepage water etc. & any other possible chemical effect & due care while constructing the same will be taken & completion certificate to that effect shall be insisted before granting further C.C. beyond plinth.
- That you shall incorporate necessary condition in sale agreement of sale flat owners that, they will not blame SRA for inadequate/sub standard sizes of rooms in future & the prospective buyers will be made aware of the same & no claims /damages / risks will be made against CEO(SRA) & its staff with regards to the same. A copy of sale agreement will have to submit before granting plinth C.C. to building u/ref.
- 25) That you shall incorporate necessary condition in agreement for sale of sale tenements that the sale building is constructed with deficient open space & the prospective buyers will be made aware of the same & no claims /damages / risks will be made against CEO(SRA) & its staff with regards to the same. A copy of sale agreement will have to submitted before granting plinth C.C. to building u/ref.
- 26) That the Developer to get the structural design of buildings having height more than 24m peer reviewed from another registered structural engineer / educational institute.
- 27) That you shall install C.C.T.V. cameras on site with its real time relay/display on real time basis at SRA office in co-ordination with I.T. officer (SRA).
- 28) That Rehab building shall constructed as per specifications of relevant IS Codes, NBC in force under specifications for quality control measures as prescribe by SRA.

20) That the C.C. shall be released as per co-relation Rehab BUA card in word policy as may be decided by SRA.

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- 30) That the existing stand post water connections in Rosengme shall be disconnected after demolition of respective hutment and all the dues shall be paid & cleared by the developer in consultation of AEWW of concerned ward.
- That the Rain Water Harvesting system should be installed/provided as per the direction of U.D.D., Govt. of Maharashtra under No. TPB/432001/2133/CR-230/01/UD-11 dtd.10/03/2005 and the same shall be maintained in good working conditions all the time, failing which penalty of Rs.1000/- per annum for every 100 sq.mt. of built-up area shall be levied.
- 32) That the sale C.C. shall be released as per co-relation proposed in scheme-1.
- A. THAT THE FOLLOWING CONDITIONS SHALL BE CONDITIONS SHALL BE CONDITIONS STRUCTURE:
- 1) That a plan showing the dimensions of the plinth and open spaces certified by the Architect shall be submitted a shall be got checked & certified by the concerned Sub Engine
- 2) That the stability certificate for work carried out upto plinth level/stilt level shall be submitted from the Lic. Structural Engineer.
- That the quality of construction work of bldg, shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer, Third Party Quality Auditor and Project Management Consultant. The periodical report as regards to the quality of work shall be submitted by Architect along with test result.
- 4) That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for amalgamated/sub-divided plots before requesting C.C. for last 25% of sale built up area.
- B. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.
- 1) All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale building.
- 2) The Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
- 3) That some of the drains shall be laid internally with C.I. pipes
- That you shall developed the layout access/D.P. Road/setback land including providing streetlights as per the remarks/specifications MCGM. And submit the completion certificate from E.E. (Road Construction) as per the remarks.

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in shall be provided as per requirement.

This curring contrance over existing SWD shall be provided and charges, if any for the same shall be paid to MCGM before requesting occupation.

That the sufface drainage arrangement shall be provided in consultation with E.E. (SWD) as per the remarks and a completion shall be obtained and submitted before requesting for occupation certificate.

- S) That the requirements from the Reliance Energy /concerned electric Supply Co. shall be complied with before asking occupation permission.
- 9) That the Architect shall submit the debris removal certificate before requesting for occupation permission.
- 16) That 10'-0" wide paved pathway up to staircase shall be provided.
- 11) That the surrounding open spaces, parking spaces and terrace shall be kept open and unbuilt upon and shall be levelled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.
- That the name plate/board showing Plot No., Name of the B.dg. etc. shall be displayed at a prominent place.
- 13) That the N.O.C. from Inspector of Lifts, P.W.D. Maharashtra, shall be obtained and submitted to this office.
- 14) That the drainage completion Certificate from E.E (S.P.) (P & D) for provision of septic tank/soak pit/STP shall be submitted.
- 15) That stability Certificate from Structural Engineer in prescribed Performa 'D' along with the final plan mounted on canvas shall be submitted.
- 16) That the single P.R. cards for the amalgamated plot shall be submitted.
- 171 That the N.O.C. from the A.A. & C. 'N' Ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
- 19. That completion certificate from C.F.O. shall be submitted.
- 20. That the completion certificate from E.E. (T&C) of MCGM for parking shall be submitted.
- 21. That the completion certificate from E.E. (M&E) of MCGM for Ventilation/Stack parking/Mechanical Parking System shall be submitted.
- 22) That the completion certificate from Tree Authority of MCGM shall be submitted.

23) That Extra water sewerage & charges shall be paid to A.E. WKCN' of G

C. THAT THE FOLLOWING CONDITIONS SHALL BE SOMPLIED BEFORE B.C.C.

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That certificate under Section 270A of B.M.C. Act. shall be obtained from H.E.'s department regarding adequacy of water supply

NOTES:

 That C.C. for sale building shall be controlled in a phasewise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component as per Circular No. 192

2. That no occupation permission of any of the sale building/sale area shall be considered until Occupation equivalent Rehabilitation area is granted.

 That CEO (SRA) reserves right to add or amend or above or all the above mentioned conditions i execution of Slum Rehabilitation Scheme

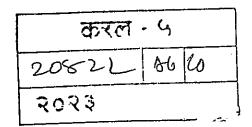
Executive Engine.
Slum Rehabilitation Authority

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work should not be started unless objections _ ក្កាម្តេចថ្ងៃ វិកាក

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considered lands approved plans shall be displayed on site at the time of signencement of the work and during the progress of the construction work. is instruction purposes, Residence of workmen shall not allowed on site. The temporary structures for storing construction materials shall be demolished before submission of building completion certificate and a certificate signed by Architect shall be submitted alongwith the building completion certificate.

- Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- Water connection for construction purposes will not be given until the (5) hoarding is constructed and application is made to the Ward Officer of M.C.G.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his $\{6\}$ representative in wards of M.C.G.M. atleast 15 days prior to the date of which the proposed construction work is taken in hand, that the water existing within 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.
- The hoarding or screen wall for supporting the depots of building materials (7) 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 should not be started unless the compliance of abovesaid conditions is approved by this department.
- No work should be started unless the structural design is submitted from (9) Licensed Structural Engineer.
- The work above plinth should not be started before the same is shown to this (10) officeSub Engineer (SRA) concerned and acknowledgement obtained from him regarding correctness of the open space dimension.
- (11)The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation of Greater Mumbai will require time to consider alternative site to avoid the excavation of the road and footpath. t:
- (12)the terms and conditions of the approved layout/subdivision/Amalgamationunder No. _ should be adhered to and complied with.
- No building/Drainage Completion Certificate will be accepted and water (1.3)connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex Engineer of M.C.G.M. and as per the terms and conditions for sanction to the layout.
- Recreation ground or amenity open space should be developed before [14] submission of Building Completion Certificate.
- The access road to the full width shall be constructed in water bound U51macadam before commencing work and should be complete to the satisfaction of concerned. Ex-Engineer of M.C.G.M including asphaling, lighting and drainage before submission of the building Completion Certificate.
- Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- The surrounding open spaces around the building should be consolidated in

concrete having broken glass pieces at the rate of p. 125 cubic meters per 10 sq.mt below pavement.

(18) The compound wall or fencing should be constructed clear the load widening line with foundation below level of the boltom of road side drain without obstructing flow of rain water from adjoining 2 to 15% by for: starting the work to prove the owner's holding.

(19) No work should be started unless the existing structures of proposed to be demolished are demolished.

- (20) If It is proposed to demolish the existing structures by negotiations with the tenants under the circumstances, the work as per approved plans should not be taken up in hand unless the Dy.Ch. Engineer(SRA) is satisfied with the following:
 - (i) Specific plans in respect of evicting or rehousing the existing tenants on your plot stating their number and the area in occupation of each tenant.

(ii) Specifically signed agreement between you and the existing tenants that they are willing to avail for alternative accommodation in the proposed structure.

by this office before starting the work so as not to contract the starting the work so as not to contract the starting the work so as not to contract the starting of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure promotion.

(21) In case of additional floor no work should be started during monsoid which will give rise to water leakage and consequent nuisance to the tenant straying on the floor below.

(22) The bottom of the overhead Water Tank above the finished shall not be less than 1.20 meter & not more than 1.50meter

(23) The work should not be started above first floor level unless Certificate from the Civil Aviation Authorities, wherever obtained.

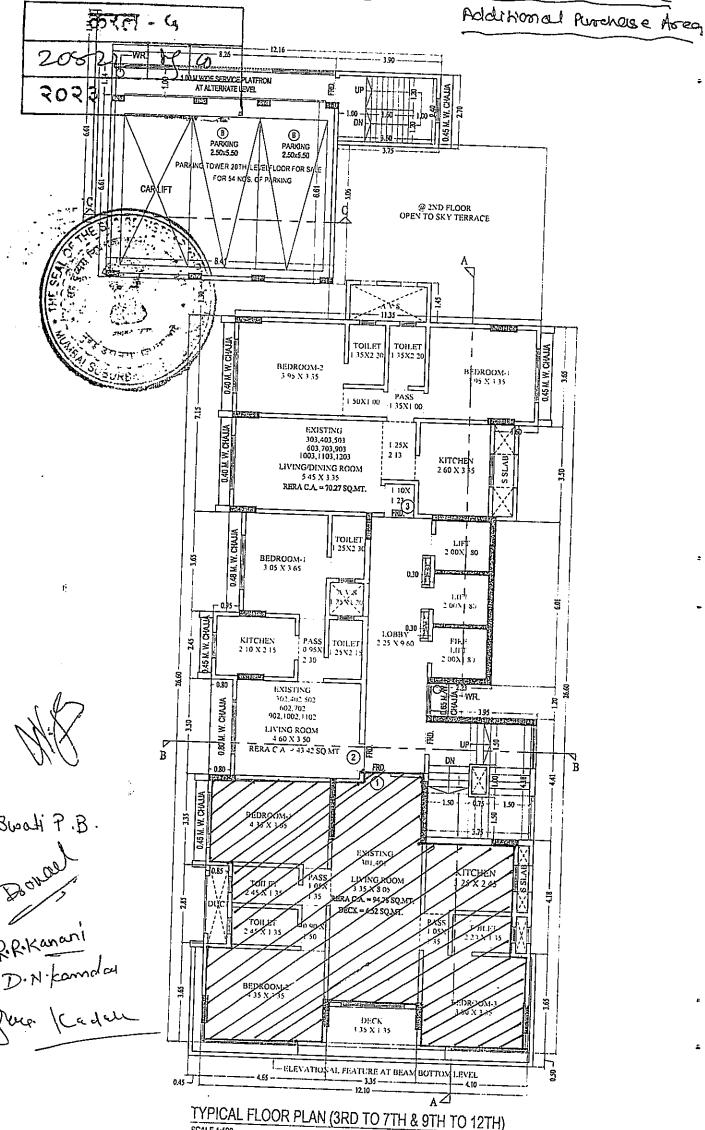
(24) It is to be understood that the foundations must be excavated down to hard soil.

- (25) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (26) No new well tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.
- (27) All gully traps and open channel shall be provided with right fitting mosquito proof covers as per relevant I. S. specifications.
- (28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plains glass for coping over compound wall.
- (29) If the proposed addition is intended to be carried out on old foundations and structures, will do so at your own risk.

Executive Engineer, (S.R.A.)

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Annexure III - Copy of Floor Plan includes the



TYPICAL FLOOR PLAN (3RD TO 7TH & 9TH TO 12TH)

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Annexure - IV - List of fixtures, fittings, specifications and amenities in

common area

A. CONSTRUCTION SPECIFICATION

1. External Walls - External Walls of 6" thick brick work

2. Internal Walls shall be 4" inch thick brick work with RCC Band

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- 3. Waterproofing Waterproofing shall be provided in Terrace, Machine room top, Bath, WC, Sinks and all wet areas shall be adequate y waterproofed with Brick Bat Coba
- 4. External Plaster External Plaster will be minimum 24 MM thick with sand finish in two coats
- 5. All internal walls shall have Gypsum finish.
- 6. Decorative Name Plates shall be provided for each flat owner
- 7. Decorative railing for staircase
- 8. Decorative compound wall with Decorative Pillars/Gates
- 9. Concrete pavement / Paver blocks / Chequered tiles for open ground
- 10. Fire-fighting system along with fire alarm, automatic sprinkler as per Cl and as specified.
- 11. Bore Well shall be provided as per MCGM rules and regulations for flushing



B. COMMON AMENITIES INSIDE THE SOCIETY BUILDING

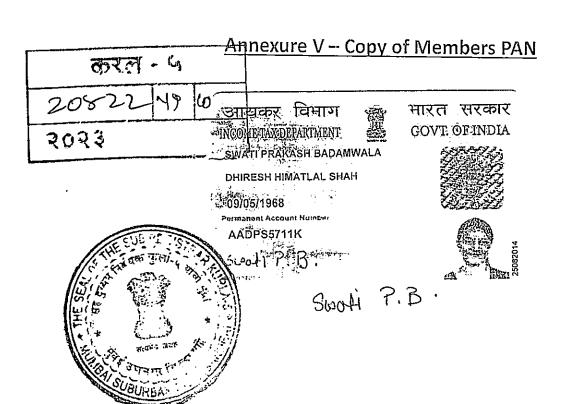
- 1. Society Office, as per MCGM norms.
- 2. Security Cabin as approved by the authorities.
- 3. Space for Fitness Centre.
- CCTV Security Cameras covering common access areas along-with adequate Recording system and Display monitor for Surveillance purposes.

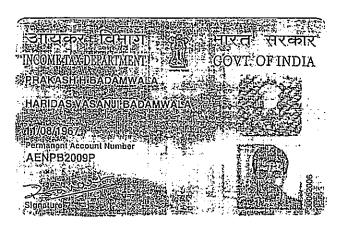
C. ENTRANCE HALL / LIFT LOBBY

- Designer Entrance Lobby with Imported Marble / Agglomerated / Vitrified-Tiles flooring and sidewalls having Marble / Agglomerated / Vitrified-Tiles as designed by the Architect.
- Designer Lift Lobby with Marble / Agglomerated / Vitrified-Tiles Flooring having Granite / Marbonite / Marble / Vitrified-Tiles on the s.dewalls.
- 3. Letter Box to be provided in the Common Lobby.

D. <u>LIFT</u>

1. Lifts of Schindler and/or Otis and/or Mitsubishi and/or Kone and/or Eros as per availability. (With Power back Up of cable from separate Sub-station or DG Set as approved by the authorities)





John J.

Annexure - VI - Society's PAN

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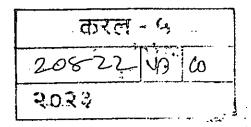
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Joe Cadu





nnexure – VII – Developer's PAN

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भारत सरकार GOVT. OF INDIA

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TRAINGRE CONSTRUCTIONS

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R.R. Kanani

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Society and/or its members shall not be liable to same.

1.1.18 "Free Sale Area" shall mean the total capet area for both Residential Flats and Commercial Units/Shops under RERA by utilization of FSI which is available with the Deal of pers for sale in the New Building/s. The Free Sale Area shall be deemed to include Developers car Parking spaces, amenities, etc. in accordance with the approvals and sanctions under the prevailing laws;

1.1.19 (i) "Sale Flat/s" shall mean self-contained flat Building/s forming a part of the Free Sale Area and Developers for sale.

(ii) "Sale Shop/s" shall mean self-contail Shop/s or Unit/s in the New Building/s forming a party.

Area available with the Developers for sale on the group

1.1.20 "Society's Car Parkings" shall mean the a agreed to be allotted by the Developers to the Society in any car parking tower of the New Building.

1.1.21 "Developers Car Parkings" shall mean the all parkings in the stilt area of the New Building, all car parkings, in the car parking tower of the New Building save and except the Society's Car Parkings and Visitor Car Parkings; available with the Developers to be allotted with the Sale Flats or Shops to the Sale Flat or Sale Shop Purchasers, as per the Developers' discretion.

- 1.1.22 "Visitor Car Parking's" shall mean car parking sanctioned by MCGM/SRA for the purpose of visitor car parking shall belong to Society and same shall not be for allotment.
- 1.1.23 "Force Majeure" shall mean and include fire, earthquake, flood, epidemic, riot, civil disturbance, pandemic, lockdowns, war, acts of God, non-availability of cement or steel which is beyond the control of the Developers and/ or acts of public authorities that prevent or delay the performance of any one or more obligations of the Developers, change in law, regulations, or the policies, or any order of any court, tribunal, authority etc. which affect the said Project or development/real estate construction industry as a whole and/or all other acts which are beyond the reasonable control of the

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. Project in exercise of the said development rights as envisaged

Continue of executing the Project, the Developers shall be entitled to utilize the maximum development potential available for

constription under Regulation 33(11) of the DCPR,2034 and/ or other regulation of DCPR 2034 on the said land and the FSI potential generated by arranging the PTC's as per the Developers discretion under Regulation 33(11) of the DCPR, 2034. Further, the Developers

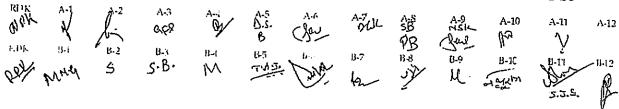
hall be entitled to the benefit of incentive additional Built-up Area lly agreed terms between the Society and the reduced in writing.

pnfirms hat simultaneously with the execution hereof, ave secome entitled to carry out the redevelopment in terms hereof and as permitted by law in the plans to be approved by the Competent s and as may be amended from time to time. The pers shall obtain approvals from statutory authorities as the ase may be for the purpose of redevelopment of the said Property, demolition of the existing structures and construction of the New Building on the said land.

6. In consideration of the Society appointing the Developers in the manner provided in these presents, the Developers shall:

A. PERMANENT ALTERNATE ACCOMMODATION (PAA):

i. At their own costs and expenses construct New Building/s on the said land and allot 24 PAA flats free of cost in the New Building/s to be constructed on the said land to the 24 existing members of the said Society as and by way of their Permanent Alternate Accommodation admeasuring the Existing Flat Area plus 36% additional MOFA carpet area over and above the area of the Existing Flat Area. Further, as per the request of certain existing Members, the Developers have agreed to sell additional free sale area at a concessional rate to such Members, which additional area shall be included/ embedded in the PAA flat/s and the terms thereof shall be



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v. The society office with toilet to be provided by the Developers as may 6 C he approved by the competent authority. Further, the proposed C. space for the fitness center shall be as approved by the competent

the said Society shall be entitled to use and enjoy the said space for fitness center as well as all other amenities to be provided by the

Developers.

B.HARDSHIP COMPENSATION AMOUNT:

The Dryclopers shall in addition to the above, pay to sach of the said Society an amount caldula to the said Society and the said Society and amount caldula to the said Society and said

erred to as "the Hardship Com

ii. The Parties hereto agree that 50% of the Hardship Compensation Amount payable by the Developers to each Member on the Vacation date and balance 50% of the hardship compensation shall be payable by the Developers to each Member on obtaining the Occupation Certificate or offering/ providing possession of the new flat to the Member in the New Building, whichever is earlier.

C. TO AND FRO SHIFTING CHARGES AND BROKERAGE:

- i. The Developers shall in addition to the above hand over to each of the existing Members on the Vacation date, a cheque for an amount equivalent to Rs. 20,000/- (Twenty Thousand Only) by way of defraying the one-time to & fro shifting/transportation charges.
- ii. The Developers shall in addition to the above handover to each existing Members on the vacation date, a cheque for an amount equal to one month's Temporary Alternate Accommodation Compensation calculated equivalent to one month's TAA of said existing flat area as detailed in Annexure "M" as brokerage charges.

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D.MONTHLY COMPENSATION FOR TEMPORARY ALTERNATE

COMODATION (TAA):

2023 agree to pay monthly compensation to each Member for obtaining

Temporary Alternate Accommodation hereinafter referred to as

(TAA) from Vacation Date and thereafter during the period of the redevelopment and construction of the New Flat and agree to pay the same at a completion of 30 days of possession notice after the region of the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of possession notice after the same and completion of 30 days of poss

Rull Occupation Certificate of the New Building s

RA of until 30 days after the respective Member

Parlief, 1876 agreed that under no circumstances where the expired that the expired the text of the expired that the expired the expired that the expired that

obtaining Full Occupation Certificate of the New Build

the possession of the New Flat is duly offered to that Member in terms of this Agreement. The Monthly compensation for TAA shall be paid by the Developers by way of Post-Dated Cheques (PDC's) for a 12 months' period at a time in advance. Cheque for the subsequent 12-month period shall be handed over 1 month prior to the expiry of any such 12-month period.

In the event of dishonor of any cheque for TAA or default in making payment, then the Developers shall do NEFT within 15 days from the date of dishonour of such cheque. If the amount of the dishonoured cheque is not paid within 15 days of dishonour, then the Developers are liable to give interest @ 12% p.a. on the said amount till payment. The TAA rent amount to be paid by the Developers to the Members shall be calculated and paid in the following manner:

- a) Rs. 70/- (Rupees Seventy Only) per sq. ft. per month on the carpet area of the said Existing Flat Area for the first 12 months from the Vacation Date;
- b) Rs. 73/- (Rupees Seventy-Three Only) per sq. ft. per month on the carpet area of the said Existing Flat Area for the next 12 months i.e., from the 13th month to the 24th month from the Vacation Date;

c) Rs. 76/- (Rupees Seventy-Six Only) per sq. ft per month on the rest 12 months

per month on the next 12 months 4.c., 41 (1)

from the 25th month to the 36th month from the Vacadion Date;

It isagreed that the cheques for TAA payable by the Developers to

the Members shall be handed over by the Developers to the Managing Committee Members of the Society along with the Vacation Notice and the Managing Committee Members shall in turn distribute the said cheques amongst its Members only after All Members wacated their premises and handed over the

possession as their ned hereinabove and the Develores shall be liable of the Society in such distribution or for any delayor delayors.

approximation of the Developers in respect thereof.

vii. In case Successor or pha r t of the Developers in handing over the new flats to the 24 members beyond the 36 months from the Vacation Date (subject to force majeure), then the Developer shall continue to pay the TAA Rent at Rs. 78/- (Rupees Seventy-Eight Only) per s. ft. per month on the carpet area of the said existing flat for a further period of 6 months i.e., Grace Period (from the 36th month to 42nd month from the Vacation Date).

viii. In case there is further delay by the Developer in handing over the new flats to the 24 members beyond 42 (Forty-Two) months from the Vacation Date, (subject to Force Majeure), then the Society shall allow Developer additional period for completion of construction of the New Building. Developer shall continue to pay TAA rent to all Members of the Society@ rate of Rs 84/- (Rupees Eighty-Four Only) per square feet on existing carpet area per month subject to Developer paying the mutually agreed Liquidated Damages of Rs.7,500/- (Rupees Seven Thousand Five Hundred Only) per day to the Society. Developer shall pay TAA for next 6 months to the Society by depositing six monthly (1 month's Rent each) PDC having monthly dates at least one 1 month prior to the expiry of each month. It is hereby agreed by the parties that any escalation in hardship





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14.The Developers shall give 30 days' advance notice in writing to the · Managing Committee members of the Society about the New Flats sinembers being ready for occupation after the Part/Full tion Certificate is procured. All the 24 members shall take their respective flats as per PAA on the Developers the aforesaid notice to the Society subject to the said members having paid in accordance with the terms of this Agreement. After procuring Part/ full Occupation Certificate, the Developers shall stop paying the monthly TAA rent compensation for the temporary accommodation after 30 days upon offering fine lew Flats to the members, irrespective of whether inters have taken possession of the New Flats or not. gever is agreed that the Developers' new flat purchasers of the ab h prion shall be offered possession of their new flats only ssession is offered to the existing Members of the Society. All construction in respect of the new flats and new building shallbe payable by the Society and its members from date of expiry of the aforesaid notice or date of possession, whichever is earlier the Developers shall not be liable to pay the same thereafter.

15.It is agreed that on account of planning constraints, and/or construction methodology there may be a variation in the area of the aforesaid Permanent Alternate Accommodation to be given to the 24 members of the Society subject however to a maximum of 3% (three percent) thereof. It is clarified that in case of any such variation above the said overall limit of 3%, the variation in area shall be compensated by the Developers to the concerned member of the Society or alternatively, by the concerned member of the Society to the Developers (as the case may be; at the rate of Rs. 27,900/[Twenty-Seven Thousand and Nine Hundred] per sq. feet of carpet area for such variation.

16.In the event any existing member/s desire/s to sell and transfer the flat along with shares of the said Society held by him/them during the construction period, he/they can do so subject to the norms and NOC of the said Society and the said Developers, provided such purchaser/transferee confirms in writing to be bound by this





	ANN	EXURE - B:	Existing Members Names &	कर Carpet Are	ा - ५ ias	
		70,		2082	1 40 6)
	开京75年1	Cy		3033		
- SW.	EXISTING FLAT	1414914	MEMBER'S NAME		EXISTING CARPET	~=a .
	A-1	MR. RAJESH IYER			533	
2	A-2	I GANAN HIT MAKA_RIJ.	V IYER		725	•
3	A-3	MR. MIHIR NARAYAN G	SHODKE		322 CUR PC	
4	A-4	MRS. REMADEVI SIVAI	DASAN	/2°	त्रभक कला है	
5	A-5	MR. DHAVAL D. SHETH	I & MRS, BHAVANA JIGNESH SHETH	, S. S. S.	725	別を
6	A-6	10 ANNAL	KADAKIA	(322	~) ;
7	7	WAR DEVKAGAJA N	NKAMAT	1000	533	
8	EF &	MRS SWATI PRAVASE	DAMWALA & MR. PRAKASH HARIDAS BADAMWALA	le constant	المراجعة المبدارة]]
9	司兵	MRŻ NINA SACHINK	DAZIA & MR. SACHIN MANILAL KADAKIA		SORBAN UL	
10	4.10,1 4	MRG: VICKATV. DESPLA	DE .		533	<u>}</u>
11	A-11	MRS.R. VASANTHA			725	
12	A-12	MR. NALIN CHIMANLA	L SHAH	· •	322	1
13	B-1	MR. MANDAR NARAYA	N GHODKE		334	
14	B-2	MRS, SULOCHANA R	MANIAN		545	
15	B-3	MRS. SONAL BHARAT	KUMAR SANGHVI		59/5	
16	B-4	MRS. MEENA LADHAF	NAM RATESAR		334	
17	8-5	MRS. TRUPTI ATUL Z	ATAKIA		645	3
18	8-6	MR. KETUL A JHATAK	IA		533	18
19	B-7	MR. VIKAS HARKISHA	N CHAUHAN		334	
20	B-8	MRS. VEDAVATHI J SU	JVARNA		545	
21	8-9	MR. SUNDAR A UCHIL			533	
22	B-10	MR. NATHURAM PHO	OLARAM KUWAVAT		334	
23	B-11	MR. PRADEEP DATTA	VRAM SHINDE & MRS. JANHAVI JANARDAN SHINDE		545	
24	B-12	MRS. MEGHA NAREN	IDRA RANE		533	┨
				TOTAL	11,968]

ANNEXURE - I: List of Permanent Alternate Accommodation (PAA) Areas

			7		•
	कर्	7 0	MEMBER'S NAME	PAA FLAT NO	PAA CARPET AREA IN SQFT
	२०२३	1	MR. AN INTH MAHADEV IYER	101	985
2	082	199	MR. RAJESH IYER	103	725
	२०२३	3	MR. DHAVAL D. SHETH & MRS. BHAVANA JIGNESH	201	985
7.		- 11P	MRS. SULOCHANA R MANIAN	203	725
** *		A A TO	FRACASH BADAMWALA & MR.	301	985
:	a leaf		MR. MALARAYAN GHODKE	302	450
		400 C	MRS. SO RE BHAR ATKUMAR SANGHVI	303	725
			TIME SASANTHA	401	985
			MANDAR NARAYAN GHODKE	402	450
		10.	WRS: REMADEVI SIVADASAN	403	725
		10	MR. SACHIN MANINAL KADAKIA	502	450
	Mary man	123	2	503	725
		13	MRS. NINA SACHIN KADAKIA & MR. SACHIN MANILAL KADAKIA	602	450
		14	MR. KETUL A JHATAKIA	603	725
		15	MRS. MEENA LADHARAM RATESAR	702	450
		16	MRS. DEVIKA GAJANAN KAMAT	703	725
		17	MRS. VEDAVATHI J SUVARNA	803	725
		18	MR. VIKAS HARKISHAN CHAUHAN	902	450
	t <u>:</u>	19	MR. SUNDAR A UCHIL	903	725
		20	MR. NALIN CHIMANLAL SHAH	1002	450
		21	MRS. ALKA V. DESHPANDE	1003	725
		22	MR. NATHURAM PHOOLARAM KUMAVAT	1102	450
		23	MR. PRADEEP DATTARAM SHINDE & MRS. JANHAVI JANARDAN SHINDE	1103	725
	ļ	24	MRS. MEGHA NARENDRA RANE	1203	725
		·		TOTAL	16,240

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THE PROPERTY OF SHARE

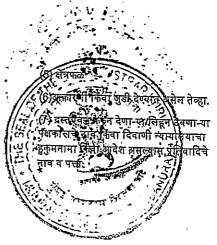
ANNEXURE - M: List of Hardship Compensation, Shifting Charges
Brokerage and TAA Rent

			EXISTING		1			TAA	TAA	22
SN.	EXISTI NG FLAT NO	MEMBER'S NAME	CARPET AREA IN SQFT	HARDSHIP COMPENSA TION	SHIFTING CHARGES	BROVER- ASE	FOR IST TO 1 BT MONTH	FOR COTTO TO XIN NONTH	OB 25TH	1
ŧ	A-1	MR, RAJESH IYER	533	5,33,000	20,000	3,310	હ્યું હ	5 48.92	0.508	TE STATE
2	A-2	MR. ANANTH MAHADEV IYER	725	7,25,000	20,000	5075 0	ર છત્ર	3 52,925	55.100	K.
3	A-3	MR, MIHIR NARAYAN GHODKE	322	3,22,000	20,000	22,540	22,540	23,50 0	24,472	
4	A-4	MRS. REMADEVI SIVADASAN	533	5,33,000	20,000	37,310		. 38: JQ	10.508	
5	A-5	MR. DHAVAL D. SHETH & MRS. BHAVANA JIGNESH SHETH	725	7,25,000	20,000	50,750	50.750	(2.5 <u>%</u>		150
6	A-6	MR. SACHIN MAMNAL KADAKIA	322	3,22,000	20,000	22,540	22.5	23.405	3	1
7	A-7	MRS, DEVIKA GAJANAN KAMAT	533	5,33,000	20,000	37.310	37/307	44,909 (\$
В	A-8	MRS. SWATI PRAKASH BADAMWALA & MR. PRAKASH HARIDAS BADAMWALA	725	7,25,000	20,000	50,750	50.750		0 1 1 100	316
9	P-A	MRS, MNA SACHIN KADAKIA & MR. SACHIN MANILAL KADAKIA	322	3,22,000	20,000	22,540	22,540	23,500	URBAN	
10	A-10	MRS. ALKA V. DESHPANDE	533	5,33,000	20,000	37,310	37.310	38,909	40,508	
11	A-11	MRS. R. VASANTHA	725	7,25,000	20,000	50,750	50,750	52,925	55,100	
12	A-12	MR. NALIN CHIMANLAL SHAH	322	3,22,000	20,000	22,540	22,540	23,506	26,472	
13	G-1	MR, MANDAR NARAYAN GHODKE	33/	3,34,000	20,000	23,380	23,380	24,382	25,384	j
14	8-2	MRS, SULOCHANA R MANIAN	545	5,45,000	20,000	38,150	38,150	39,785	41,420	
15	B-3	MRS, SONAL BHARATKUMAR SANGHVI	533	5,33,000	20,000	37,310	37,310	38,909	40,508	
16	B-4	MRS, MEENA LADHARAM RATESAR	33⁄	3,34,000	20,000	23,380	23,380	24,382	25,384	,
17	8-5	MRS. TRUPTI ATUL ZATAKIA	544	5,45,000	20,000	38,150	38,150	39,785	41,420	
18	8-6	MR. KETUL A JHATAKIA	533	5,33,000	20,000	37,310	37,310	38,909	40,508	} .
19	8-7	MR. VIKAS HARKISHAN CHAUHAN	334	3,34,000	20,000	23,380	23,380	24,382	25:384	
20	B-8	MRS. VEDAVATHI J SUVARNA	54:	5,45,000	20,000	38,150	38,150	39,785	41,420	,
21	B-9	MR. SUNDAR A UCHIL	53	5,33,000	20,000	37,316	37,310	38,909	40,508	3
22	8-10	MR NATHURAM PHOOLARAM KUMAVAT	33	3,34,000	20,000	23,380	23,380	24,382	25,28	4
23	B-11	MR. PRADEEP DATTARAM SHINDE &MRS, JANHAVI JANARDAN SHINDE	54	5 5,45,000	20,000	38,150	0 38,150	39,785	4*,420	0
24	8-12	MRS. MEGHA NARENDRA RANE	53	3 5,33,00	20,000	37,31	0 37,310	00.90	40,50	В
		TOTA	L 11,96	8 1,19,58,00	4,20,000	8,37,76	0 8,37,76	8,73,66	9,09,58	8



(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

ते नशुद करावे)



1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :, इतर माहिती: विकस्न करारनामा,जमीन व विल्डिंग,मौजे घाटकोपर ,सी .टी .एस.नं. 195/191,प्लॉट नं. 193,या वरील इमारत प्लॉट नं. 193,जीवन तरंग को.ऑप.ही.सो.लिमिटेड,गरोडिया नगर,घाटकोपर पूर्व,मुंबई 400077,अभिनिर्णित क्रमांक.एडीजे/1100901/87/2023/के/197/2023 वन्त्रये वाजारमाय रु.58362000/-,सिक्युरिटी प्लॅट व्हॅल्यू रु. 24842000/- मोवदला रु.127168500/- त्यावर भरलेले मुद्रांक शुल्क र.6482635/-दिनांक 08/03/2023 सुतार दस्तात नमूद केल्याप्रमाणे((C.T.S. Number : 195/191 ;))

1) 837.00 चौ.मीटर

1): नाव:-जीवन तरंग को.ऑप.ही.सो.लिमिटेड तर्फे चेअरमन सचिन जडिकया वय:-68; पत्ता:-प्लॉट नं: प्लॉट नं 193 , माळा नं: .. इमारतीचे नाव: जीवन तरंग को.ऑप.ही.सो.लिमिटेड, व्लॉक नं: गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AAIAJ-188M 2): नाव:-जीवन तरंग को.ऑप.हो.सो.लिमिटेड तर्फे नेकेटरी आर विजयरणवास करा 57, 2000 - प्लंड के स्टू

2): नाव:-जीवन तरंग को.ऑप.ही.सो.लिमिटेड तर्फे सेक्रेटरी आर विजयराघवन वय:-57; पत्त:-प्लॉट नं: प्लॉट र्ग 193 , माळा नं: ., इमारतीचे नाय: जीवन तरंग को.ऑप.ही.सो.लिमिटेड, ब्लॉक नं: गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AAIAJ4188M

3): नाव:-मान्यता देणारे राजेश . अय्यर यय:-54; फत्ता:-प्लॉट नं: ए-1, माळा नं: ., इमारतीचे नाव: जीवन तरंग को.ऑप.ही.सो.लिनिटेड, व्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, वाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AAEPI6651H

4): नाव:-मान्यता देणारे बनंत महादेव अय्यर वय:-76; पत्ता:-प्लॉट नं: ए-2, माळा नं: ., इमारतीचे नाव: जीवन तरंग को.ऑप.हाँ.तो.लिमिटेड, ब्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व. रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AALPI1435N

5): नाव:-मान्यता देणारे मिहिर नारायण घोडके तर्फे मुखत्यार गीरी फेदार डेगवेनर वय:-53: पत्ता:-प्लॉट नं: ए 3 , माळा नं: ., इमारतीचे नाव: जीयन तरंग को.ऑप.हौ.सो.लिमिटेड, व्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-ADGPG3927R
6): नाव:-रेमादेवी शिवदासन वय:-75; पत्ता:-प्लॉट नं: ए 4, माळा नं: ., इमारतीचे नाव: जीवन तरंग को.ऑप.हो.सो.लिमिटेड, व्लॉक नं: प्लॉट नं: 193, गरोडिया नगर, घाटकेपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-ARBPS5616A

7): नाव:-मान्यता देणारे ध्यल डी. शेठ वय:-37; पत्ता:-फ्लॉट नं: ए-5, माटा नं: ., इमारतीचे नाव: जीवन तरंग को.ऑप.ही.सो.लिमिटेड, ब्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., म्हाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-BBUPS3274E

8): नाव:-मान्यता देणारे भावना जिन्नेश शेठ वय:-58; पत्ता:-प्लॉट नं: ए 5, माळा नं: ., इमारतीचे नाव: जीष्न तरंग फो.ऑप.हौ.सो.लिमिटेड, ब्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व, रोह नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AAAPD8797R

9): नाव:-मान्यता देणारे सचिन मणिलाल कडिकया वय:-68; मत्ता:-प्लॉट नं: ए 6, मळा नं: ., इमारतीचे नाव: जीवन तरंग की ऑप.ही.तो.िलिमिटेड, व्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-ACBPK7810P

10): नाव:-मान्यता देणारे देविका गजानन कामत वय:-82; पत्ता:-प्लॉट नं: ए 7, माळा नं: , इमारतीचे नाव: जीवन तरंग की.ऑप.हौ.सो.लिमिटेड, ळॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. चिन कोड:-400077 पॅन नं:-BJSPK5125Q

12): नाव:-मान्यता देणारे प्रकाश हरिदांस वदामवाला वय:-56; पत्ता:-प्लॉट नं: ए 8, माळा नं: ., इमारतीचे निवाद: जीवन तरंग को.ऑप.ही.सो.लिमिटेड, व्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AENPB2009P

13): नान:-मान्यता देणारे नीना स्विन कडिकया वय:-65; पत्ता:-प्लॉट नं: ए 9, माळा नं: ., इमारतीचे नाव: जीवन तरंग को.ऑप.ही.तो.लिमिटेड, ब्लॉक नं: म्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-ARZPK3175C

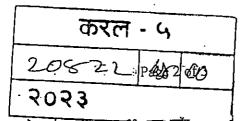
14): नाय:-मान्यता देणारे सचिन मणिलाल कडिकया वय:-68; पत्ता:-प्लॉट नं: ए 9, नाळा नं: ., इमारतीचे नाव: जीवन तरंग को.ऑप.हौ.सो.लिमिटेड, व्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-ACBPK7810P

15): नाव:-मान्यता देणारे अल्का व्ही देशपांडे वय:-82; पत्ता:-प्लॉट नं: ए 10, माळा नं: ., इमारतीचे नाव: जीवन तरंग को.ऑप.ही.सो.लिमिटेड, व्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोप्र पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AACPD6230B

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17): नाव:-मान्यता देणारे नलिन चिमनलाल शाह तर्फे मुखत्यार अमेश अनंतराय महता वय:-00; नं: ए-12, माळा नं: ., इमारतीचे नाव: जीवन तरंग को.ऑप.हा.सो.लिमिटेड, ब्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-CIJPS1238M 18): नाव:-मान्यता देणारे मंदार नारायण घोडके वय:-54; पत्ता:-प्लॉट नं: वी 1, माळा नं: .. इमारतीचे नाव: जीवन तरंग को ऑप हौ.सो लिमिटेङ, व्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AFTPG5581Q 19): नाव:-मान्यता देणारे सुलोचना आर. मणियन वय:-85; पत्ता:-प्लॉट नं: वी 2, माळा नं: ., इनारतीचे नाव: जीवन तरंग को.ऑप.हौ.सो.लिमिटेड, ब्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व प्रिक्त हैं के इस्मिति हैं के प्रिक्त के स्टूजिंग हैं के इस्मिति हैं के इस्मिति हैं के स्टूजिंग है स्टूजिंग है के स्टूजिंग ह महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AOKPR5844M 20): नाव:-मान्यता देणारे सोनल भरतकुमार संघवी वय:-55; पत्ता:-प्लॉट नं: नाव: जीवन तरंग को.ऑप.हौ.सो.लिमिटेड, ब्लॉक नं: प्लॉट नं. 193, गरोडिय महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AIKPS2435B 21): नाद:-मान्यता देणारे मीना तधाराम रतेसर वय:-82; पत्ता:-प्लॉट न वी 4 मॉळा नं: इमेरी रं, घाटकोपर पूर्व, हो जीवन तरंग को ऑप हो सो लिमिटेड, ब्लॉक नं: प्लॉट नं. 193, गरोडिया महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AHKPR9356D 22): नाव:-मान्यता देणारे तृती अतुल झाटकिया वय:-58; पत्ता:-प्लॉट नं जीवन तरंग को ऑप ही सो लिमिटेड, व्लॉक नं: प्लॉट नं. 193, गरोडिया नग महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AAAPZ2612B 23): नाव:-मान्यता देणारे केतुल ए झाटकिया वय:-54; पत्ता:-प्लॉट नं: वी 6, मी जीवन तरंग को ऑप हो.सो लिमिटेड, व्लॉक नं: प्लॉट नं. 193, गरोडिया नंगर, घाटकी महाराष्ट्र, MUMBAI. पिन कीड:-400077 पॅन नं:-AAAPZ0655N 24): नाव:-विकास हरिकशन चौहान तर्फे मुखत्यार केतन प्रकुलकुमार भन्साली वय:-50; पत्ता:-प्लॉट नं: व माळा नं: ., इमारतीचे नाव: जीवन तरंग को.ऑप.हो.सो.लिमिटेड, ब्लॉक नं: प्लॉट नं. 193, गरोडिया नगर् घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-ACWPC7155Q 25): नाव:-मान्यता देणारे वेदावाठी जे सुवर्णा वय:-79; पत्ता:-प्लॉट नं: वी 8, माळा नं: ., इम. रतीचे नाव: जीवन तरंग को.ऑप.हौ.सो.लिमिटेड, व्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, पाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAL. पिन कोड:-400077 पॅन नं:-BXXPS4761F 26): नाव:-मान्यता देणारे सुंदर ए. उचिल बय:-91; पत्ता:-प्लॉट नं: बी 9, माळा नं: .. इमारतीचे नाव: जीवन तरंग को ऑप हो सो लिमिटेड, ब्लॉक नं: प्लॉट नं. 193, गरीडिया नगर, घाटकोपर पूर्व, रीट नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AHJPS9247F 27): नाव:-मान्यता देणारे नषुराम फुलाराम कुमावत वय:-61; पत्ता:-प्लॉट नं: वी 10, माळा नं: ., इमारतीचे नाव: जीवन तरंग को.ऑप.हो. सो.लिमिटेड, ब्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोंड:-400077 पॅन नं:-AJMPK3526C 28): नाय:-मान्यता देणारे प्रधीप दत्ताराम शिंदे वय:-67; पत्ता:-प्लॉट नं: वी 11, माळा नं: ., इमारतीचे नाव: जीवन तरंग को.ऑप.ही.सो.लिमिटेड, व्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-BFXPS1092H 29): नाय:-मान्यता देणारे जान्हवी जनार्दन शिंदे वय:-75; पत्ता:-प्लॉट नं: वी 11, माळा नं::, इमारतीचे नाय: जीवन तरंग को ऑप हो सो लिमिटेड, व्यॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-BYIPS2469E

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-मेसर्स आर डी के कन्स्ट्रक्शन्स तर्फे भागीदार नितिन कामदार वय:-67; पत्ता:-प्लॉट नं: युनिट नं. 1, प्लॉट नं. 32-33, टीपीएस 1, माळा नं: तळ मजला, इमारतीचे नाव: येलजी शिवजी वाढी, ब्लॉक नं: हिंगवाला लेन, घाटकोपर पुर्य, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-ABEFR0584P
2): नाव:-मेसर्स आर डी के कन्स्ट्रक्शन्स तर्फे भागीदार राकेश कनानी वय:-54; पत्ता:-प्लॉट नं: युनिट नं. 1, प्लॉट नं: 32-33, टीपीएस 1, माळा नं: तळ मजला, इमारतीचे नाव: येलजी शिवजी वाडी, ब्लॉक नं: हिंगवाला लेन, घाटकोपर पुर्व, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-ABEFR0584P

30): नाय:-मान्यता देणारे मेघा नरेंद्र राणे वय:-55; पत्ता:-प्लॉट नं: बी 12, माळा नं: ., इमारतीचे नाव: जीवन तरंग की,ऑप.हो.सो.लिमिटेड, ब्लॉक नं: प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व. रोड नं: ., महाराष्ट्र,

MUMBAI. पिन कोड:-400077 पॅन नं:-AHIPR9072J

(9) दस्तऐवज करुन दिल्याचा दिनांक

28/03/2023

(10)दस्त नोंदणी केल्याचा दिनांक

03/04/2023

(11)अनुक्रमांक,खंड व पृष्ठ

6481/2023

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

6482700

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपश्चील द्स्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद:-: (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

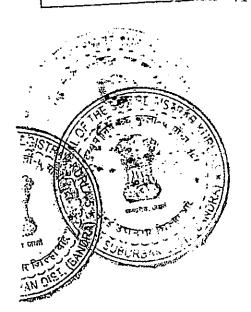
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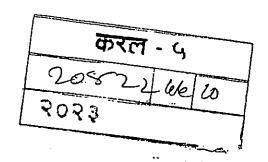
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सह. दुय्यमें निबंधक कुर्ला-५ (वर्ग-२)





त्यों इ. दोन INDEX ha. II र्धारकोतर (भें , उत्तरज्ञार) होता आहे. हाहर जाजीन १ डम्मा परमेश्वरीदेवी र्ग जिवन तरंग की 3 |Y 2414 -रबरेधीखन ऑपरेंटिक हाऊसिंग स्रोसायरी सीमिटेड <u> बोर्च्यन्यस्</u> 45.8E49661-श्राञ्जाचिम निरुद्धराजाङ सर्वे नं **१**(पार्ट, देन्सई 286 प्रकृताम् भेठनद्र संदेशे इच्चोजारा पिल्लाइक परमेश्वर मेनन प्रेडीवनाच् स्रीवन मेक 3E.07 -11 1925 ह) जमाराम काण्याचा है। ७) जियम तरंग की ऑपरेटिक हाफसिंग स्रोजापरी की मिटेड 2589

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न.भू.अ.घाटकोपर मुंबई उपनगर जिल्हा

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JEEVAN TARANG CO-OPERATIVE HOUSING SOCIETY LTD.

, a stanta in 25 to 64 to 64 to	Alaharashtra State Co-op Societies Act 1960-Regn no Bombay/HSG/1318 of 1967)
	க்கி 2 தே நடில் 193, Garodia Nagar. Ghatkopar East, Mumbai – 400 077
1	General Body at society of the Special General Body Meeting passed by Jeevan Tarang Co- Operative Housing Society Limited (Reg no Bombay/HSG/1318 of 1967) in the Special Rock 3 General Body at society office on the 12th February 2023 at 11.30 AM

The meeting was called by the Charman Mr Sachin Kadakia when the following members were present:

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16 MAN	DAR GHODKE	B-1	——————————————————————————————————————
17 MRS	NINA KADAKIA	A-9	
18 MR I	CUMAVAT	B-10	
19 MR F	RADEEP SHINDE	B-1i	
20 MRS	MEENA RATESAR	B-4	
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Out of total of 24 members, 20 members were present at the time of meeting. The other members who were not present were appraised of this minutes of the meeting through mail and a consent from them is awaited through mail.

Chairman informed the members purpose of the meeting and informed the members that new revised draft of development agreement (DA) and Power of Attorney which was circulated to all the members on 03.02.2023 calling upon all the members to give their comments/ suggestions, if any on the said draft of DA. At the time of meeting, the draft of DA was discussed at length which was approved by our Advocate and also by our PMC Mr Sagar Sanghavi. The revised offer letter given to us by M/s RDK constructions vide their letter dated

Wy

ADJ/1100901/ 87 / 202,3/K Pages 83 95

ANNEXURE - H: Copy of the Special General Body Meeting Page 2 of 2

Dated 12th February 2023

JEEVAN TARANG CO-OPERATIVE HOUSI

GEORETE DITONO (

(Registered under Maharashtra State Co-op Societies Act 1940-Reg n no Rom bay/1 of 1967)

Plot No 193, Garodia Nagar, Ghatkopar East, Mumbai

400 077 - ext 96

01/01/2023 was also discussed and all members were informed all Rent.

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Thereafter, the Chairman asked the quorum if the members had any query or suggestion comments on DA draft. All the members present at the meeting mised their hands are approved the execution and registration of DA.

Accordingly the following resolution was passed by majority of member

"RESOLVED THAT the draft of Development Agreement between and the Existing Members of the Society and the Power of August approved"

"FURTHER RESOLVED THAT authority be and is hereby give to me Committee, jointly and severally, to effect suitable corrections in Agreement and Power of Attorney that may be required and mutually Society and Developers"

The member of the state of the



The Hon. Secretary then explained the need to authorize at least 2 (Two) committee members out of the 3 (Three) who can jointly sign, execute and register Development Agreement, Power of Attorney, Rectification deed, Supplementary Development Agreement etc. and to sign/submit plans, documents, all correspondence, proposals and to receive approvals, plans etc., necessary to get our Redevelopment proposal approved by MCGM and any and all other authorities.

After a brief discussion the following resolution was unanimously passed:

RESOLVED THAT the out of the 3 members authorized any Two members be and are hereby authorized to jointly issue Letter of Intent, sign MOU. Development Agreement. Power of Attorney, Rectification deed, Supplementary Development Agreement etc. and to sign submit plans, documents, all correspondence, proposals and to receive approvals, plans etc., necessary to get our Redevelopment proposal approved by MCGM and any and all other authorities.

R Vijayaraghavan – Secretary Sachin M.Kadakia – Chairman Prakash Badamwala – Committee Member

Proposed by Alka Deshpande and Seconded by Devika Kamat. All the members present voted unanimously in favour of the above resolution.

Meeting ended with a vote of thanks by Chairman.

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Memocr. of the Committee:

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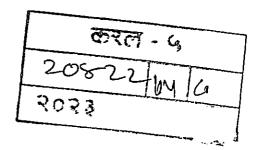
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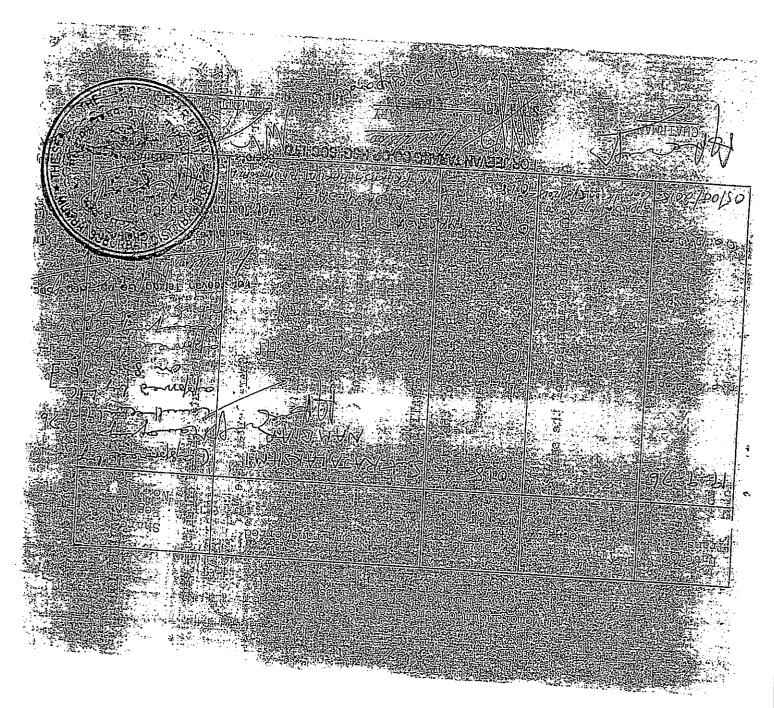
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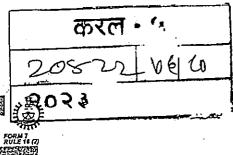
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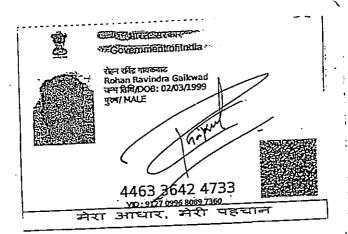
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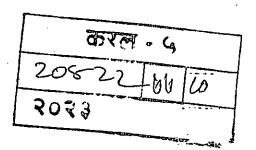
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बाजार म्ल्य: रु. 18,808/-

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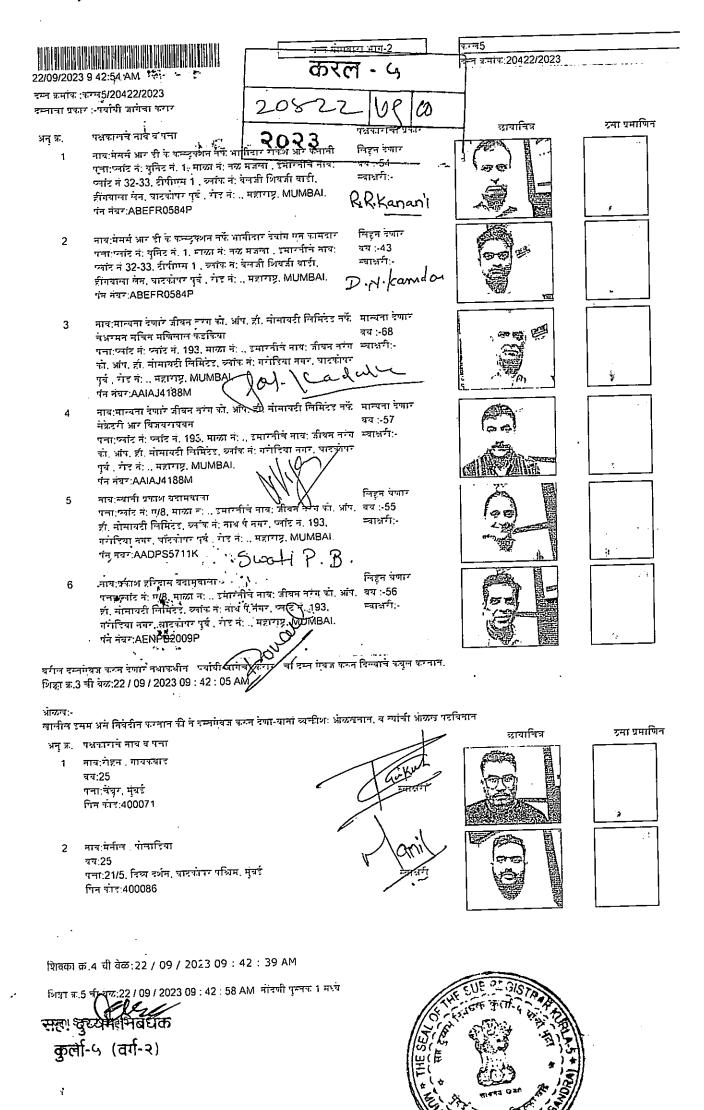
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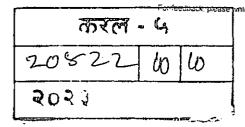
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गावाचे नाव: घाटकोपर

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नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :, इतर माहिती: पर्यायी जागेचा करारनामा,मौजे घाटकोपर,सी. टी. एस. नं.195/191,जीवन तरंग को. ऑप. हौ: सोसायटी लिमिटेड,प्लॉट नं. 193,गरोडिया नगर,घाटकोपर पूर्व मुंवई 400077 जुना फ्लंट नं. ए-8 मेंबर पूर्वी वापरत असलेले जुने क्षेत्रफळ 725 चौ. फूट कारपेट त्या बदल्यात विकासका कडुन विनामूल्य मिळालेले नविन क्षेत्रफळ 261 चौ. फुट मोफा कारपेट म्हणून एकूण क्षेत्रफळ 986 चौ. फुट मोफा कारपेट,नवीन इमारतीत नवीन सदनिका नं. 301,3 रा मजला,आरडीके विवाता,जीवन तरंग को. ऑप. हो. सोसायटी लिमिटेड,प्लॉट नं. 193,गरोडिया नगर,घाटकोपर पूर्व मुंबई 400077 व सोवत एक कार पार्किंग स्पेस सहित((C.T.S.

Number: 195/191;))

(5) क्षेत्रफळ

1) 986 ਵੀ.फूਟ

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा र्किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-मेसर्स आर डी के कन्स्ट्रक्शन तफें भागीदार राकेश आर कनानी वय:-54; पत्ता:-प्लॉट नं: युनिट नं. 1, माळा नं: तळ मजला , इमारतीचे नाव: प्लॉट नं 32-33, टीपीएस 1 , ब्लॉक नं: बेलजी शिवजी वाडी, हींगवाला लेन, घाटकोपर पुर्व , रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-ABEFR0584P 2): नाव:-मेसर्स आर डी के कन्स्ट्रक्शन तर्फे भागीदार देवांग एन कामदार वय:-43; पत्ता:-प्लॉट नं: युनिट नं. 1, माळा नं: तळ मजला , इमारतीचे नाव: प्लॉट नं 32-33, टीपीएस 1 , ब्लॉक नं: वेलजी शिवजी वाडी, हींगवाला लेन, घाटकोपर पुर्व , रोड नं: .. महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-ABEFR0584P 3): नाव:-मान्यता देणारे जीवन तरंग को. ऑप. हो. सोसायटी लिमिटेड तफें चेअरमन सचिन मणिलाल कडिकया वय:-68; पत्ता:-प्लॉट नं: प्लॉट नं. 193, माळा नं: ., इमारतीचे नाव: जीवन तरंग को. ऑप. हौ. सोसायटी लिमिटेड, व्लॉक नं: गरोडिया नगर, घाटकोपर पूर्व , रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन न:-AAIAJ4188M

4): नाव:-मान्यता देणारे जीवन तरंग को. ऑप. हौ. सोसायटी लिमिटेड तर्फें सेक्नेटरी आर विजयराघवन वय:-57; पत्ता:-प्लॉट नं: प्लॉट नं. 193, माळा नं: ., इमारतीचे नाव: जीवन तरंग को. ऑप. हौ. सोसायटी लिमिटेड, ब्लॉक नं: गरोडिया नगर, घाटकोपर पूर्व , रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AAIAJ4188M

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिबादिचे नाव व पत्ता

1): नाव:-स्वाती प्रकाश वदामवाला वय:-55; पत्ता:-प्लॉट नं: ए/৪, माळा नं: ., इमारतीचे नाव: जीवन तरंग को. ऑप. ही. सोसायटी लिमिटेड, ब्लॉक नं: नाय पै नगर, प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व , रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AADPS5711K

2): नाव:-प्रकाश हरिदास वदामवाला वय:-56; पत्ता:-प्लॉट नं: ए/8, माळा नं: ., इमारतीचे नाव: जीवन तरंग को. ऑप. हौ. सोसायटी लिमिटेड, ब्लॉक नं: नाथ पै नगर, प्लॉट नं. 193, गरोडिया नगर, घाटकोपर पूर्व , रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AENPB2009P

(9) दस्तऐवज करुन दिल्याचा दिनांक

22/09/2023

(10)दस्त नोंदणी केल्याचा दिनांक

22/09/2023

(11)अनुक्रमांक,खंड व पृष्ठ

20422/2023

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1300

(13)बाजारमाबाप्रमाणे नोंदणी शुल्क

1000



मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

(14)शेरा

मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



कुर्ला-५ (वर्ग-२)

http://10.10.246.39/MarathiReports/HTMLreports/HTMLReportSuchiKramank2.aspx

9/22/2023

Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	RDK CONSTRUCTIONS	eChallan	00040572023092147868	MH008389649202324E	1300.00	SD	0004434402202324	22/09/2023
2		DHC		0923211702079	1600	RF	0923211702079D	22/09/2023
3	RDK CONSTRUCTIONS	eChallan		MH008389649202324E	1000	RF	0004434402202324	22/09/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]



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