

गावाचे नाव : ओशिवरा

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 0.00
बा.भा. रु. 1,518,000.00
- (2) भू-मापन, फोटोहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 1/ पार्ल वरिणा जुना सदनिका क्र 88, ओशिवरा आदर्श को ऑ ही सो लि , क्षेत्र 270 चौ फुट कारपेट , घ्या बदल्यात नविन सदनिका क्र अ /1803, 18 वा मजला , नविन बिल्डींग क्षेत्र 825 चौ फुट कारपेट , शिव शिवन , ओशिवरा आदर्श को ऑ ही सो लि , प्लॉट नं 1 ते 180, आदर्श नगर नं 1, न्यु लिंक रोड ओशिवरा जोगेश्वरी प मु102
- (3) क्षेत्रफल (1)
- (4) आकारणी किंवा जुडी देण्यात आसेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) आर्विल येन्वसे डेव्हलपर्स चे भागीदार राजेन वसंत ध्रुव तर्फे मुखत्यार नागेंद्र अग्निहोत्री - घर/प्लॉट नं: धिरंज प्लाझा , 4 था मजला , हिल रोड बांद्रा प मु 50; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/यसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -
- (2) ओशिवरा आदर्श को ऑ ही सो लि चे चअरमन एन एस शुक्ला ,सेक्रेटरी-वि पी नागावकर, खंजिनदार एन डी मोरतक मुखत्यार प्रमाणे घेण्यात येणारे - घर/प्लॉट नं: प्लॉट नं 1/ते180, आदर्श नगर 1, न्यु लिंक रोड ओशिवरा जोगेश्वरी प मु 102; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/यसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -
- (3) ओशिवरा आदर्श को ऑ ही सो लि चे चअरमन एन एस शुक्ला ,सेक्रेटरी-वि पी नागावकर, खंजिनदार एन डी मोरतक मुखत्यार प्रमाणे घेण्यात येणारे - घर/प्लॉट नं: प्लॉट नं 1/ते180, आदर्श नगर 1, न्यु लिंक रोड ओशिवरा जोगेश्वरी प मु 102; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/यसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) ओशिवरा आदर्श को ऑ ही सो लि , प्लॉट नं 1 ते 180, आदर्श नगर नं 1, न्यु लिंक रोड ओशिवरा जोगेश्वरी प मु102; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/यसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -
- (7) दिनांक करून दिल्याचा 28/07/2011
- (8) नोंदणीचा 28/07/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 6978 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 58500.00
- (11) बाजारभावाप्रमाणे नोंदणी रु.15200.00
- (12) शंरा

THE FIRST SCHEUDLE ABOVE REFERRED TO

All that piece of land bearing Plot No. 1 to 180, Survey No. 41(pt) and City Survey No. 1(pt), village oshiwara, Adarsh Nagar No. 1, New Link Road, Oshiwara, Jogeshwari (w), Mumbai 400 102, admeasuring 7033.62 sq. mtrs.

THE SECOND SCHEUDLE ABOVE REFERRED TO

(Description of the existing flat in the existing building)

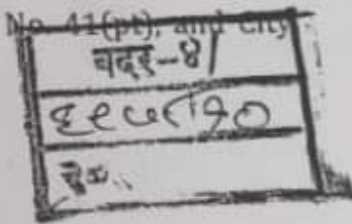
Flat No.88 situated at Oshiwara Adarash Co. Operative Housing Society Ltd., Plot No. 1 to 180, Adarsh Nagar No. 1, New Link Road, Oshiwara, Jogeshwari (w), Mumbai 400 102, on Plot No. 1 to 180, Survey No. 41(pt) and City Survey no. 1(pt), Village Oshiwara, Taluka Andheri.



THE THIRD SCHEUDLE ABOVE REFERRED TO

(Description of the new flat in the new building)

Flat No. A/1803 admeasuring 825 sq. ft. usable carpet on the 18th floor of the proposed new building to be constructed on part of Plot No. 1 to 180, Adarsh Nagar No. 1, New Link Road, Oshiwara, Jogeshwari (w), Mumbai 400 102, District Mumbai Suburban on Plot No. 1 to 180, Survey No. 41(pt), and City Survey no. 1(pt), Village Oshiwara.



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सुश्रीलारोजलार

CERTIFICATE NO. 49

SHARE CERTIFICATE

MEMBER'S REGISTER NO. 49

OSHIWARA ADARSH CO-OPERATIVE HOUSING SOCIETY LTD.

(Regd. No. BOM (WK/W)/HSO (TC)/9295/96 Dt. 15-5-96)

Registered under the Maharashtra Co-op. Societies' Act, 1960. (Maharashtra Act. XXIV of 1961.)

Adarsh Nagar, New Link Road, Oshiwara, Jogeshwari (W), Mumbai-400 102.

This is to Certify that

Sri/Smt./H/s. SUSHILA R. GUPTA / VISHAL R. GUPTA Plot No. 88

is/are registered holder/s of **5 (Five)** fully paid-up Shares of **Rs. FIFTY** each numbered from 241 to 245 inclusive, in Oshiwara Adarsh Co-operative Housing Society Ltd subject to Bye-laws of the said Society.

Rs. 250/-

Given under the Common Seal of the said Society at Mumbai this 1st day of July 1996



[Signature]
Mg. Com. Member

[Signature]
Secretary

[Signature]
Chairman

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CERTIFY
2022

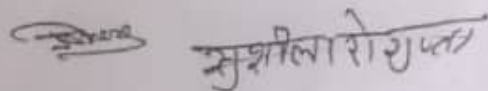


AGREEMENT FOR PERMANENT ALTERNATE ACCOMMODATION

THIS AGREEMENT is made and entered into at Mumbai on this 08th day of JULY 2011 BETWEEN : ORBIT VENTURES DEVELOPERS, a partnership firm duly registered under The Indian Partnership Act, 1932, having its office at Dheeraj Plaza, 4th floor, Hill Road, Bandra (w), Mumbai - 400 050, hereinafter referred to as "THE DEVELOPERS" (which expression shall unless repugnant to the context and meaning thereof, be deemed to mean and include its partners for time being from time to time, their respective heirs, executors, administrators, Successors or assigns) of the ONE PART

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and
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AND MRS. SUSHILA R. GUPTA an adult of Mumbai Indian inhabitant having address at Flat No. A/1803 of Oshiwara Adarash Co. Operative Housing Society Ltd., Situated at Adarsh Nagar No. 1, New Link Road, Oshiwara, Jogeshwari (w), Mumbai 400 102, hereinafter referred to as "THE MEMBER" (which expression shall unless it be repugnant to the context and meaning thereof, be deemed to mean and include his/her respective heirs, executors, administrators, successors or assigns) of the SECOND PART AND OSHIWARA ADARASH CO. OPERATIVE HOUSING SOCIETY LTD., a registered society under Maharashtra Co. Operative Society's Act, 1960 vide its Registration No. BOM/WK-W/HSG/TC/9295/1996, dated 15th May 1996, having its address at Plot No. 1 to 180, Adarsh Nagar No. 1, New Link Road, Oshiwara, Jogeshwari (w), Mumbai 400 102, hereinafter referred to as "THE SOCIETY" (which expression shall unless it be repugnant to the context and meaning thereof, be deemed to mean and include its partners for time being from time to time, their respective heirs, executors, administrators, successors or assigns) of the THIRD PART.

WHEREAS

- a. The society duly registered under Maharashtra Co. Operative Societies Act, 1960 vide Registration No. BOM/WK-W/HSG/TC/9295/1996, dated 15th May 1996, are seized and possessed of or otherwise well sufficiently entitled for all that piece of land bearing Plot No. 1 to 180, Survey No. 41(pt), and City Survey No. 1(pt), village Oshiwara, Adarsh Nagar No. 1, New Link Road, Oshiwara, Jogeshwari (w), Mumbai 400 102, admeasuring 7033.62 sq. mtrs., or thereabout, along with structure standing thereon lying, being more particularly described in the first schedule hereunder written.



structure
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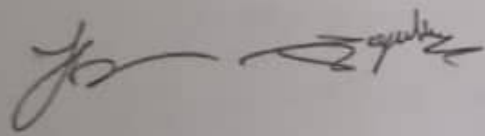
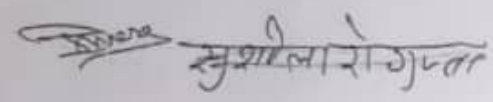
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- b. A Special General Body Meeting of the Society was convened on 19/11/2006 whereby. The scheme of redevelopment agreed between the parties was approved wherein a new building for the society will be constructed on the portion of the property shown in blue colour in the plan annexed as Annexure A (herein after referred to as the society portion) and a building for free sale i.e **SALE BUILDING** will be constructed on the portion of the property shown in red colour on the plan annexed as a Annexure A (herein after referred to as the developers portion).
- c. The party of the Second Part is a member of the party of the First Part is seized and possessed of Flat No. 88 in the society building known as Oshiwara Adarash Co. Operative Housing Society Ltd., Plot No. 1 to 180, Adarsh Nagar No. 1, New Link Road, Oshiwara, Jogeshwari (w), Mumbai 400 102, and holding 5 shares having distinctive Nos. from 241 to 245 under Certificate No. 49 which are more particularly described in the Second Schedule written here.
- d. Pursuant to the Development Agreement dated 6/8/2007 duly registered with the sub registrar of assurance, Andheri, Mumbai under serial no. BDR1-7515 of 2007, executed between the Developer and the Society i.e. the Party of the First Part and the Party of the Third Part herein, it has been agreed to provide each member with Residential Premises admeasuring an area of 825 sq. ft. useable carpet area free of standard amenities mentioned in the said Development Agreement.
- e. The Brihanmumbai Mahanagar Pallka has sanctioned the plan of the new building under No. CE/9150/WS/AK dated 13th February 2008 and



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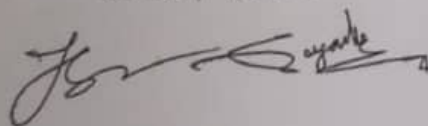
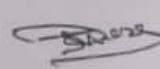

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I.O.D. REF No. CE/9150/WS/AK dated 26th July 2007 issued by the office of the Executive Engineer, Building Proposals, Zone K West ward, under section 346 of the Mumbai Municipal Corporation Act, as amended upto date. Pursuant to the said Development Agreement, the member had vacated their old premises and hand over possession thereof to the Developer for the purpose of demolition of the building after which the old building has been demolished and the new building has been constructed and the member has been allotted Flat No A/1803 on the 18th floor of the newly constructed building known as 'SHIV SHIVAM' on the said property as per the lottery for allotment of flats held by the society on 6th March 2011 and it is required to execute Agreement for **Alternate Accommodation** for the same.

f. Clause no 20.1 & 20.2 of the registered development agreement dated 16/8/2007 which reads as:

20.1 "At any time requested by the developer, the society shall execute a Deed of Assignment or a Sub Lease in respect of the developer portion in favour of a society or any other organization to be formed by the developer in respect of the sale building on such terms and condition as the developer deem fit and proper. There will be a separate gate/entrance for the sale building and the society building".

20.2 "In the event it is not possible to form a separate society for the sale building, the prospective flat purchasers of the developer' Entitlement shall be enrolled as Member/s of the society without any premium, transfer charges or donation and on the payment of Rs. 500/- (Rupees Five Hundred only) as share money and Rs.


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10,000/- (Rupees Ten Thousand only) as Entrance and Membership Fees subject to the prospective purchasers agreeing to abide by the rules, regulations and by-laws of the society".

g. The parties hereto are desirous of recording the same at by and between them in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The recitals mentioned hereinabove form integral part of this agreement and shall operate as the conditions of this present agreement.
2. It is declared, confirmed between all the parties that the Development Agreement executed between the Developer, and Society being party of the first part and third part is registered under No. BDR-1-7515 dt 16/8/2007 with the Sub-Registrar of Mumbai Suburban Registration District and the Irrevocable Power of Attorney dated 16/8/2007 registered under No. 615/07 & 616/07 are valid and subsisting and binding upon all the parties.
3. In pursuance of the said agreement and in lien of the premises admeasuring 270 sq. ft. carpet area held by the party of the second part in the old structures demolished on the said property and by virtue of the membership held by the party of the second part in the society. The party of the first part allots to the party of second part as and by way of **permanent alternate accommodation flat no. A/1803** admeasuring **825 sq. ft** usable carpet area on the **18th floor** in the newly constructed building known as **SHIV SHIVAM** on the said property described in the



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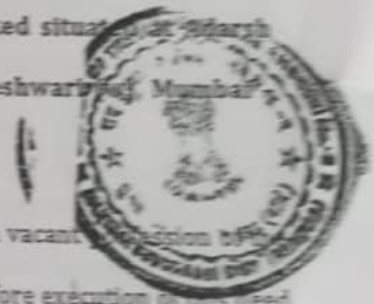
first schedule hereunder written free of cost without any consideration on ownership basis. The new alternate accommodation in more particularly described in the Third Schedule hereunder written.

4. It is hereby specifically agreed amongst the parties and the party of the third part hereby consents that the party of the first part shall be entitled to make the amendments to the plan and layout of the new building, the specifications, drawings and designs without obtaining prior written consent of such amendments as contemplated under Section 7 of the Maharashtra Ownership Flats Act. **This applies only to the SALE BLDG.**

5. The party of the third part shall continue to hold five share of the society bearing certificate no 49 having distinctive no from 241 to 245 of the society in respect of the alternate premises i.e. flat no. A/1803 on the 18th floor in the building known as SHIV SHIVAM in Oshiwara Adarash Co-operative Housing Society Limited situated at Adarash Nagar no. 1, New Link Road, Oshiwara, Jogeshwar West, Mumbai 400 102.

6. The party of the first part has given peaceful & vacant said flat to the party of the third part on or before execution of the deed and the party of the second part and the party of the third part has inspected the said premises and is fully satisfied by the amenities etc. installed by the party of the first part for the same and shall not raise any objection or ask for any rectification thereof as the party of the second part and the party of the third part is satisfied with the same.

7. It is hereby agreed that "At any time requested by the developer, the society shall execute a Deed of Assignment or a Sub Lease in respect of



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Handwritten signatures of the parties involved in the agreement.

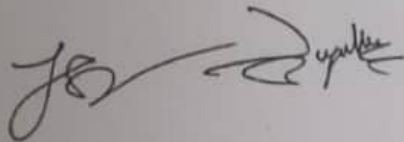
the developer portion in favour of a society or any other organization to be formed by the developer in respect of the sale building on such terms and condition as the developer deem fit and proper. There will be a separate gate/entrance for the sale building and the society building and the Party of the Third Part, i.e. society shall give full co-operation to the Party of the First Part for the same".

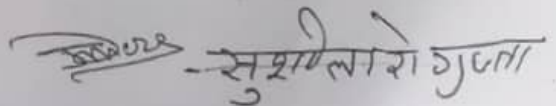
8. It is hereby agreed that "In the event it is not possible to form a separate society for the sale building, the prospective flat purchasers of the developer' Entitlement shall be enrolled as Member/s of the society without any premium, transfer charges or donation and on the payment of ₹500/- (Rupees Five Hundred only) as share money and ₹10,000/- (Rupees Ten Thousand only) as Entrance and Membership Fees subject to the prospective purchasers agreeing to abide by the rules, regulations and by-laws of the society", as such the flat purchasers of the new building to be constructed on the developed portion shall be entitled to the same.

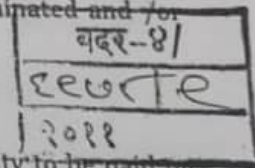
9. This agreement records the entire understanding between the parties and the parties shall not claim any modification thereto unless such modification is subsequent to this agreement and is in writing and signed by the parties hereto. This agreement shall not be terminated and/or cancelled.

10. All costs, charges and expenses including the stamp duty to be paid on these presents and on any further document to be executed in pursuance hereof shall be borne and paid by the party of the FIRST PART alone i.e.

THE DEVELOPER.







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

THE FIRST SCHEUDLE ABOVE REFERRED TO

All that piece of land bearing Plot No. 1 to 180, Survey No. 41(pt) and City Survey No. 1(pt), village oshiwara, Adarsh Nagar No. 1, New Link Road, Oshiwara, Jogeshwari (w), Mumbai 400 102, admeasuring 7033.62 sq. mtrs.

THE SECOND SCHEUDLE ABOVE REFERRED TO

(Description of the existing flat in the existing building)

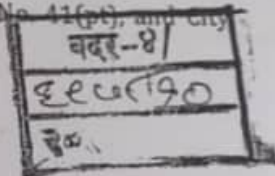
Flat No.88 situated at Oshiwara Adarash Co. Operative Housing Society Ltd., Plot No. 1 to 180, Adarsh Nagar No. 1, New Link Road, Oshiwara, Jogeshwari (w), Mumbai 400 102, on Plot No. 1 to 180, Survey No. 41(pt) and City Survey no. 1(pt), Village Oshiwara, Taluka Andheri.



THE THIRD SCHEUDLE ABOVE REFERRED TO

(Description of the new flat in the new building)

Flat No. A/1803 admeasuring 825 sq. ft. usable carpet on the 18th floor of the proposed new building to be constructed on part of Plot No. 1 to 180, Adarsh Nagar No. 1, New Link Road, Oshiwara, Jogeshwari (w), Mumbai 400 102, District Mumbai Suburban on Plot No. 1 to 180, Survey No. 41(pt), and City Survey no. 1(pt), Village Oshiwara.



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सुशीला रोगेज्दार

SIGNED, SEALED AND DELIVERED)
By the withinnamed "DEVELOPERS")
ORBIT VENTURES DEVELOPERS, though its partner)



FOR ORBIT VENTURES DEVELOPERS



Rajen PARTNER

Signature & Thumb impression

MR. RAJEN VASANT DHURUV)

PAN: AABFO 6807 R)

In the presence of)

1. *Mamod*

2. *Rajit*



SIGNED AND DELIVERED

By the withinnamed "THE MEMBER"



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Signature & Thumb impression

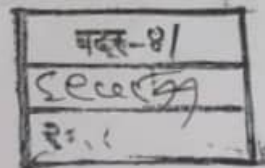
MRS. SUSHILA R. GUPTA)

PAN: AEAPG 1526R)

In the presence of)

1. *Mamod*

2. *Rajit*



SIGNED, SEALED AND DELIVERED)

By the within named "SOCIETY")

OSHIWARA ADARASH CO. OPERATIVE HOUSING)

SOCIETY LTD.)

PAN: AAAA01660K)



Signature and thumb impression of the chairman.

Signature & Thumb impression



Through its chairman MR. J. S. SHUKLA)



Signature and thumb impression of Mr. J. S. Shukla.

Signature & Thumb impression



MR. B. P. NAGAONKAR (Hon. Secretary)



Signature and thumb impression of Mr. B. P. Nagaonkar.

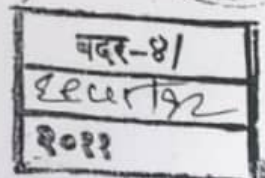
Signature & Thumb impression



MR. J. D. MORE (Treasurer)

In the presence of

1. *Momda*
2. *Patil*



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