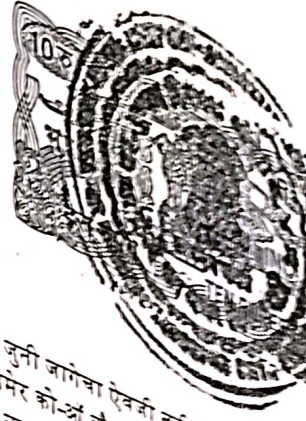


असल्याम) न, पाटहिस्सा व घरक्रमांक

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(5) क्षेत्रफळ

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तोगवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा ह्यकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

(8) दस्तोगवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा ह्यकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

(9) दस्तोगवज करून दिल्याचा दिनांक

(10) दस्त नोंदणी केल्याचा दिनांक

(11) अनुक्रमांक, खंड व पृष्ठ

(12) वाजार भावाप्रमाणे मुद्रांक शुल्क

(13) वाजार भावाप्रमाणे नोंदणी शुल्क

(14) शेरा

1) पालिकेचे नाव: मुंबई मनपादतर वर्णन : इतर माहिती: जुनी जागांचा ऐवजी नवीन मदनिष्ठा क्र. 701,7वा मजला,चे क्षेत्र 669.00 चौ. मी. कॉर्पेट, नव पालमेर को-ऑ हौ सो लि, प्लॉट नं. 593-बी, नं. टी एस नं. एफ/1/ब, मौजे बांद्रा, व इतर वर्णन सदर दस्तात नमूद केल्याप्रमाणे ((C.T.S. Number F/1/B ;))

1) 74.60 चौ.मीटर

1): नाव:-पटेल. रिअल्टी इंडिया लिमिटेड चे प्रतिनिधी सुरज सामंत वय:-33; पत्ता:-मुंबई नवला - , पटेल इस्टेट , -, एस व्ही रोड जोगेश्वरी पश्चिम , Jogeshwari West, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400102 फॅन नं:-AAECP2373A

2): नाव:-नव पालमेर को-ऑ हौ सो लि चे चेअरमन रमेश वनवारी वय:-50; पत्ता:-प्लॉट नं:- माळा नं: 593-बी, इमारतीचे नाव: नव पालमेर को-ऑ हौ सो लि, ब्लॉक नं: 21स्ट रोड, रोड नं: खार पाली रोड कॉर्नर बांद्रा पश्चिम , महाराष्ट्र, मुंबई. पिन कोड:-400102 फॅन नं:- AAAAN5041R

3): नाव:-नव पालमेर को-ऑ हौ सो लि चे सेक्रेटरी मदन सदरगानी वय:-58; पत्ता:-प्लॉट नं:- माळा नं: 593-बी, इमारतीचे नाव: नव पालमेर को-ऑ हौ सो लि, ब्लॉक नं: 21स्ट रोड, रोड नं: खार पाली रोड कॉर्नर बांद्रा पश्चिम , महाराष्ट्र, मुंबई. पिन कोड:-400102 फॅन नं:- AAAAN5041R

1): नाव:-माधवदास लक्ष्मिचंद वनवारी वय:-76; पत्ता:-20, 593-बी, नव पालमेर को-ऑ हौ सो लि, 21स्ट रोड, खार पाली रोड कॉर्नर बांद्रा पश्चिम , Jogeshwari West, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400102 फॅन नं:-AAMPW2269H

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श्री. रविश्री विचारे

यांना त्यांचे त्त. २३।३।१५

अर्जांनुसार नक्दरु दिली.

दि. २३।३।१५

अधी. R.R. Dongare
सह. दुय्यम निबंधक, अंधेरी-४

मुल्यांकनामाठी विचारात घेतलेला नपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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

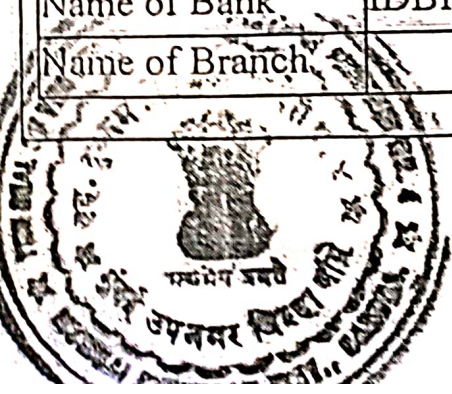
धरी प्रत

सह: दुय्यम निबंधक, अंधेरी क.

CHALLAN

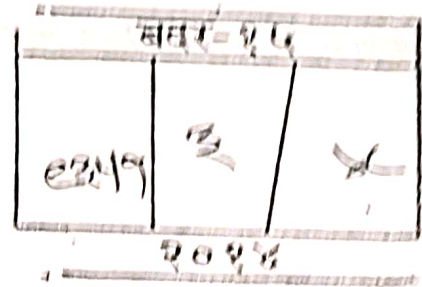
MTR Form Number - 6

GRN NUMBER	MH003593744201415R	BARCODE	Form ID :	Date: 30-10-2014
Department	IGR		Payee Details	
Receipt Type	RM		Dept. ID. (If Any)	
Office Name	IGR186-BDR1_JT SUB REGISTRAR ANDHERI NO 1	Location	PAN No. (If Applicable) PAN-AAECP2373A	
Year	Period: From : 29/10/2014 To : 31/03/2099		Full Name PATEL REALTY INDIA LIMITED	
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	FLAT NO 701 7TH FLR NEW BLDG TO BE CONST PLOT NO VILLAGE	
0030045501-75	65710.00	Road/Street, Area /Locality	VILLAGE	
0030063301-70	13140.00	Town/ City/District	BANDRA	
	0.00	PIN	4 0 0 0 5 0	
	0.00	Remarks (If Any) :		
	0.00			
	0.00			
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	0.00			
Total	78850.00	Amount in words Rupees		
Payment Details: IDBI NetBanking Payment ID : 51060355		FOR USE IN RECEIVING BANK		
Cheque- DD Details:		Bank CIN No : 69103332014103050688		
Cheque- DD No.		Date	30-10-2014	
Name of Bank	IDBI BANK	Bank-Branch	181 Ville Parle [West]	
Name of Branch		Scroll No. :		



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AGREEMENT FOR PERMANENT ALTERNATE ACCOMMODATION

THIS AGREEMENT is made and entered into at Mumbai on this 07th day of NOVEMBER, 2014 BETWEEN:

PATEL REALTY INDIA LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 2nd floor, Patel Estate, B.V. Road, Jogeshwari-West, Mumbai-400102, hereinafter referred to as "the Developer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **FIRST PART**;

AND

NAV PALMYRA CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society registered under the provision of Maharashtra Co-operative Societies Act, 1960 under No. BOM/HSG/1671 of 1968 and having its registered office at 593-B 21st Road, Corner of Khar Pali Road, Bandra (West), Mumbai- 400050, hereinafter referred to as "the Society" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) of the **SECOND PART**;

AND

Mr. Madhavdas Lakhmichand Wanvari, of Mumbai Indian inhabitant, presently residing at Flat No. 20, Nav Palmyra 593-B 21st Road, Corner of Khar Pali Road, Bandra (West), Mumbai 400 050 hereinafter referred to as "the Member/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the THIRD PART.

Each of the Developer, the Society and the Member/s are hereinafter individually referred to as "a Party" and collectively as "the Parties".

WHEREAS:

A. The Member/s is/are one of the members of the Society and hold/s 5 shares of Rs. 50/- (Rupees Fifty Only) each, bearing distinctive Nos. 91 to 95 comprised in Share Certificate No. 19 issued by the Society (hereinafter referred to as "the said Shares" and "the said Share Certificate" respectively) and incidental to such membership of the Society, the Member/s was/were entitled to Flat No. 20 admeasuring about 557.50 square feet carpet area on the 7th floor, in the building belonging the Society known as Nav Palmyra, standing on all that piece and parcel of land admeasuring 1063.2 square meters or thereabouts and bearing Plot No. 593-B, of Town Planning Scheme III, Bandra and bearing corresponding CTS No. F/1/B of Village Bandra, Taluka Andheri in the registration Sub-District of Bandra and in the Registration District of Mumbai Suburban (hereinafter referred to as "the said Existing Flat", "the said Existing Building" and "the said Land" respectively).

The Society is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Existing Building and the said Land as the sole and absolute Owner thereof.

By and under a Development Agreement dated 18th September, 2010, made and executed between the Society of the First Part, the existing members of the Society of the Second Part and the Developer of the Third Part; and duly registered with the Sub-Registrar of Assurances Andheri No. 2, at Bandra under number BDR4-10065-2010 (hereinafter referred to as the "said Development Agreement"), the

Society has, with the consent and concurrence of all its members including the Member/s herein, has granted to and in favour of the Developer, full and exclusive rights and permission to redevelop the said Land by demolishing the said Existing Building and constructing a new building on the said Land.

Greater Mumbai (hereinafter referred to as "MCGM") by using and utilizing the entire available Floor Space Index (hereinafter referred to as "FSI") on the said Land and further by way of loading additional Transferable Development Rights (hereinafter referred to as "TDR") to be acquired by the Developer; at and for the consideration and on the other terms and conditions more particularly mentioned in the said Development Agreement.

Pursuant to the execution of the said Development Agreement, certain further negotiations transpired between the Developer and the Society and in pursuance of the said negotiations, it was agreed between the Developer and the Society to mutually modify certain terms and conditions of the said Development Agreement and hence in order to incorporate such modified terms agreed upon between themselves, the Developer and the Society entered in to a Supplemental Agreement dated 26th September, 2013 (hereinafter referred as "the said Supplemental Agreement"). The said Supplemental Agreement is duly registered with the Sub-Registrar of Assurances at Andheri No.1 under no. BDR1-10075-2013. The said Development Agreement and the said Supplemental Agreement shall be hereinafter referred to as "the said Redevelopment Documents". Vide the said Supplemental Agreement, the Developer was *inter alia* permitted by the Society to use and utilise the available compensatory fungible FSI available for consumption on the said Land, in the course of construction of the New Building and certain benefits as were to be provided by the Developer to the existing members of the Society were thereby enhanced.

E. In pursuance of the applications made by the Developer for development on the said Land, the MCGM has issued an Intimation of Approval (hereinafter referred to as "the IOD") No. CHE/WS/0627/H/337 (NEW) dated 12th March, 2014 to the Developer in that behalf and has approved plans for construction of the New Building. A copy of the said IOD is annexed hereto and marked Annexure 'A'.

F. In the circumstances, the Parties hereto are entering into this Agreement for the purpose of recording the terms and conditions *inter alia* to record the obligation of the Developer to hand over the permanent alternate accommodation to the Member/s in the new building to be constructed by the Developer on the said Land as per the terms of the said Redevelopment Documents.

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

29. The Parties hereto acknowledge, declare and confirm that this Agreement read along with the said Redevelopment Documents represents the entire Agreement between them regarding the subject matter hereof and supersedes all previous arrangements/undertakings, if any, between the Parties hereto or any of their predecessors and any alterations, additions, modifications or deletion hereto shall not be valid and binding unless the same are reduced to writing and signed by all the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have herewith set and subscribed their respective hands the day and year first hereinabove written.

SIGNED AND DELIVERED by the within named)

Developer Patel Realty India Limited)

by the hands of Mr. Suraj Sarwat,)

its duly authorized representative, who is authorised)

to execute this Agreement as per the resolution)

at the meeting of the Board of Directors of the)

Developer held on 1st July, 2012)

in the presence of)

Signed and Delivered by the within named)

Nar Palmyra Co-operative Housing Society)

Limited, pursuant to a resolution passed)

at the Special General Meeting held on)

11th August, 2013 by the hands of)

1) Mr. Madan Sadarangam)

2) Mr. Ramesh Warwari, Hon. Chairman)

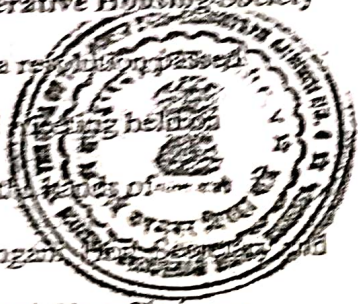
in the presence of)

Signed and Delivered by the within named)

the Member Mr. Madhavdas Lakshimichand Warwari)

In the presence of)

MS 



Madan

Ramesh 



M. Warwari 



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This I.O.D./C.C. is in subject to the provision of ceiling and Regulation Act, 1976 EC/48

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in replying please quote No. and date of this letter.

Ex. Engineer Bldg. Proposal (W.S.)
Head K. Wards
Municipal Office, P. K. Felkar Marg,
Bandra (West), Mumbai - 400 050

W.S. No. 13/2014
Determination of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

23 JAN 2014

COPY FORWARDED TO WARD THROUGH SAP ON DT.: 23/1/2014

No. CHE/WS/0627/H/337(NEW) of 20

MEMORANDUM

Municipal Office
Mumbai
HCEP (WS)

Latel Reaktt (India) Ltd., C.A. to Nav Palmyra CHS Ltd.

With reference to your Notice, letter No. 10209 dated 23/1/2014 and delivered on 2007 and the plans, Sections, Specifications and Description and further particulars details of your building at proposed residential building on plot bearing CTS No. F/1B of village ra (E), F.P. No. 593 of TPS III of Bandra at Jn. of Dr. Ambedkar Road, P.D. Hinduja Road & 21st Bandra (West), Mumbai, furnished to me under your letter dated 2007. I have to you that I cannot approve of the building or work proposed to be erected or executed, and I therefore formally intimate to you under Section 346 of the Bombay Municipal Corporation Act as amended date, my disapproval by thereof reasons:

CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK / BEFORE PLINTH C.C.

That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.

That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding under Regulation No. 38(27) before starting the work.

That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murrum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.

That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3)(ix)) will not be submitted by him.

That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.

That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.

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23 JAN 2014

CHE/WS/627/II/337 (NEW)

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- () That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.
- () That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 200 , but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time and force.

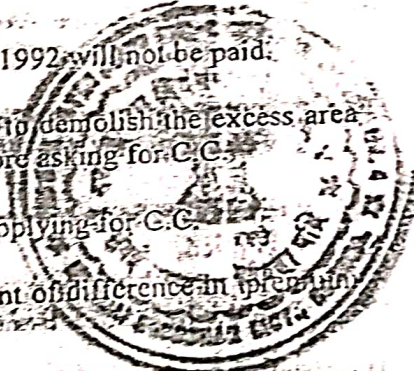
Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Satanthra
SEBP (H/O AE B P CH) *plm* - Executive Engineer, Building Proposals.
Zone H *Wards* *o/c*

SPECIAL INSTRUCTIONS.

- (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
- (3) Under Bye Law No. 8, the Commissioner has fixed the following levels :-
"Every person who shall erect a new domestic building shall cause the same to be built so that every part of the plinth shall be -
"(a) Not less than 2 feet [60 cms] above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing, or thereafter to be laid in such street."
"(b) Not less than 2 feet (60 cms) above every portion of the ground within 5 feet (160 cms) of such building."
"(c) Not less than 92 ft. () meters above Town Hall Datum."
- (4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus, compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's department.
- (5) Your attention is further drawn to the provision of Service 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471, if necessary.
- (6) Proposed date of commencement of work should be communicated as per requirements of Section 347(1) (a.a) of the Bombay Municipal Corporation Act.
- (7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District.
- (8) Necessary permission for non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District before the work is started. The non-agricultural assessment shall be paid at the site that may be fixed by the Collector under the Land Revenue Code and Rules thereunder.

- 7) That the Registered Agreement with the existing tenant alongwith the list will not be submitted before C.C.
- 8) That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.
- 9) That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 10) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 11) That the requirements of N.O.C. of (i) Reliance Energy /Tata Power, (ii) S.G. (iii) P.C.O., (iv) A.A. & C, H/West Ward, (v) S.P. (vi) S.W.D., (vii) M.T.N.L., (viii) H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / F.B.C.C.
- 12) That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 13) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [H/West Ward] shall not be submitted before applying for C.C.
- 14) That the NOC from Society alongwith certified extract of General Body Resolution for development/additions and alterations will not be submitted before C.C.
- 15) That Betterment charges or lucrative premium will not be paid in respective Ward Office and certificate/receipt will not be submitted before asking for C.C.
- 16) That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 17) That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.
- 18) That the requisite premium as intimated will not be paid before applying for C.C.
- 19) That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 20) That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.
- 21) That the Phase programme will not be got approved before asking for C.C.

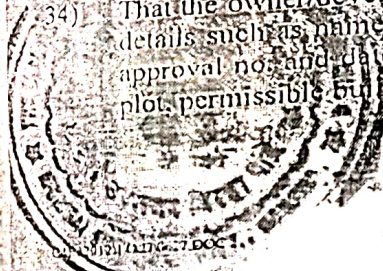


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CHE/WS/627/H/337 (NEW)

- 22) That the Janata Insurance Policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- 23) That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
- 24) That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 25) That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 26) That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- 27) That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank etc.
- 28) That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- 29) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 30) That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 31) That the registered undertaking for not misusing the part / pocket terraces / A.H.U.s. and area claimed free of F.S.I. will not be submitted.
- 32) That the registered undertakings for water proofing of terrace and Nahani traps shall not be submitted.
- 33) That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.
- 34) That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.



[Handwritten signature]