SYNDICATE
BANK
EMPLOYEES
ADARSH
CHSL.

D.A.

पावती Original/Duplicate 451/5512 नोंदणी कं. : 39म Tuesday, March 12, 2024 Regn.:39M 4:09 PM पावती कं : 5850 दिनांक: 12/03/2024 गावाचे नाव: बोरीवली दस्तऐवजाचा अनुक्रमांक: बरल7-5512-2024 दस्तऐवजाचा प्रकार : विकसनकरारनामा सादर करणाऱ्याचे नाव: मोदीस्पेसेस रिअल इस्टेट प्राव्हेट लिमिटेड चे संचालक आनंद मोदी यांच्या वतीने कुलमुखत्यार राजेश बधी नोंदणी फी ₹. 30000.00 दस्त हाताळणी फी ₹. 3400.00 पृष्ठांची संख्या: 170 एकुण: ₹. 33400.00 आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे दुष्यम निबंधक, बोरीर मुंबई उपनगर जिल्हा 4:29 PM ह्या बेळेस मिळेल. वाजार मुल्य: रु.35143000 /-मोबदला रु.32941000/-भरलेले मुद्रांक शुल्क : रु. 1757500/-1) देयकाचा प्रकार: DHC रक्कम: रु.1400/-डीडी/घनादेश/पे ऑर्डर क्रमांक: 0324129402007 दिनांक: 12/03/2024 वैंकेचे नाव व पत्ताः 2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 0324128601943 दिनांक: 12/03/2024 बँकेचे नाव व पत्ताः 3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH017123142202324M दिनांक: 12/03/2024 वॅकेचे नाव व पताः

इतर पावती 451/5512 Original/Duplicate Wednesday, 13 March 2024 1:46 PM नोंदणी के :39म Regn.:39M पावनी बं : 6020 दिनाक: 13/03/2024 गावाचे नाव: -बोरीवली दस्तांग्वजाचा अनुक्रमाकः बरल7-5512-2024 दस्ताम्बजाचा प्रकारः विकसनकरारनामा सादर करणाऱ्याचे ताव: मोदीस्पेसेस रिअल इस्टेट प्राव्हेट लिमिटेड चे संचालक आनंद मोदी यांच्या वतीने कुलमुखत्यार राजेश बक्षी वर्णन दस्त हाताळणी फी ₹. 200.00 पृष्ठांची संख्या: 10 एकण: ₹, 200,00

1); देवकाचा प्रकारः DHC रक्षमः रु.200/-डीडी/धनादेश/प ऑर्डर क्रमांकः 0324135606551 दिनांकः 13/**ए३**१०**१४८८ मिन्छे ।** वैकेने नाव व पनाः **पुंबई** उपनगर जिल्हा .

सह द्.नि.का.बोरीवली7

12/03/2024

सूची क 2

दुष्यम निवंधक : सह दु.नि. चौरीवली 7

दम्त क्रमांक : 5512/2024

नोदणी :

Regn:63m

गावाचे नाव: वोरीवली

(1)विलेखाचा प्रकार

विकसनकरारनामा

(2)माबदला

32941000

(3) बाजारभाव(भाइपटटपाच्या वावतिनपटटाकार आकारणी देनो की पटटेदार ते 35143000

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

 पालिकचे नाव मुंबई मनपा अतर वर्णन , इतर माहिती: सिंडिकेट वॅक एम्प्लॉईस आदर्श कोऑप हौसिंग सोसायटी,आदर्श विल्डिंग,कायनल प्लॉट नं. 620 बी.टी पी एस 3,सी टी एस नं 511/31 बोरिवली व्हिलेज,एक्ण क्षेत्रफळ 903.25 ची. मी.कस्तुर पाके,शिलोपी रोड बोरिवली पश्चिम मुंबई 400092 इतर माहिनी दस्तान नम्द केल्या प्रमाणे .((C.T.S. Number : 511/31 ;))

(5) क्षेत्रफळ

1) 903.25 चौ.मीटर

(6) आकारणी किंबा जुडी देण्यान असेल नेव्हा.

(7) दस्तांबज करन देणा-या/निहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी स्थायालयाचा हुकुमनामा किंका आदेश असल्यान,प्रतिवादिचे

1): नाव:-मिंडिकेट वॅक एस्प्लॉर्डम आदर्श कोऑप हीसिंग सोमायटी वे अध्यक्ष संतीप जी वैनगंकर वय:-59; पना:-प्लॉट नं: ऑफिस , माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: बोरिवली पश्चिम ,मुंबई , रोड नं: 5/624 करतुर पार्क, शिपोली रोड , महाराष्ट्र, मुम्बई. पिन को इ:-400092 पैन नं:-AAABS3583J

2): नाव:-सिंडिकेटे बॅक एस्प्लॉर्डस आदर्श को बॉप हौसिंग सोसायटी चे सचिव माधव व्ही प्रभू वय:-73, पना -प्लॉट न: ऑफिस , माळा नं: -, इमारतीचे नाव: -, इसॉक नं: बोरिवली पश्चिम ,मंबई , रोड नं: 5/624 कस्तुर पार्क, शिपोली रोड,

महाराष्ट्र, मुम्बई, पिन कोड:-400092 पैन न -AAABS3583J नाव:-सिंडिकेट वॅक एम्प्लॉर्डेस आदर्श कोऑप हीसिंग सोमायटी चे खिजनदार अरविंद टी कामन वय:-53; पना:-प्लॉट तं: ऑफिस , साळा तं: -, इमार सिंचे नाव: -, ब्लॉक तं: वोरियली पश्चिम ,मुंबई , रोड तं: 5/624 कस्तुर पार्क, शिपोली रोड, महाराष्ट्र, मुम्बई, पिन सोड:-400092 पैन नं:-AAABS3583J

(8)इस्लोबज करन घेणा-वा पक्षकाराचे व किया दिवाणी न्यायालयाचा हुकुमनामा किंदा आदेश असल्याम,प्रतिवादिचे नाव व पना

1): नादः-मोदीस्पेसेस रिअल इस्टेंट पर्ख्निट विमिटेड वे संचालक आनंद मोदी यांच्या वनीने कुलमुख्य्यार राजेश वक्षी क्य:-62; पत्ताः-प्लॉट नं: -, माध्य नं: -, इमारतीचे नाव: -, ब्लॉक नं: क्विले पार्ले पश्चिम ,मुंबई, रोड नं: प्लॉट ने 7, अऔक नगर मोमायटी, एन एम रोड ने 11,जुहु स्कीम , महाराष्ट्र मुख्द पिन कोड:-400049 पॅन नं:-

AACCT3808N

(9) दस्तांबज करन दिल्याचा दिनांक

12/03/2024

(10)दस्त नोंदणी केल्याचा दिनांक

12/03/2024

(11)अनुक्रमाक,लंड व पृष्ठ

5512/2024

(12)बाजारभावायमाण मुद्राक शुल्क

1757500

(13)बाजारभावाप्रमाणे नोदणी शुल्क

30000

(14)शंग

मृल्याकनासाठी विचारात घेतलेला नपशीलः-

मुल्यांकनाची आवश्यकता नाही कारण दस्त्रप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक

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



खरी पत सह. दुय्यम निबंधक, बो मुंबई उपनगर जिल्हा. 3/12/24, 4:22 PM Index-II

Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MODISPACES REAL ESTATE PVT LTD	eChallan	00040572024031291267	MH017123142202324M	1757500.00	SD	0009051291202324	12/03/2024
2		DHC		0324129402007	1400	RF	0324129402007D	12/03/2024
3		DHC		0324123601943	2000	RF	0324128601943D	12/03/2024
4	MODISPACES REAL ESTATE PVT LTD	eChallan		MH017123142202324M	30000	RF	0009051291202324	12/03/2024

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



Development Ag	reement (Completion	Flat	Office	Shop	Const.Cost	
	58,240	1,34,430	Office	2,08,100	30,250	
2023-24	58,240	1,34,430		2,08,100	30,430	
Zone : Village-Borivali						
CTS No. 511,P.F.No 620 TPS - 3						
Total Plot area	903.25	sq.mtrs				
		Existing Carpet Area in Sq. ft	Total Built up Area in Sq.			
Existing Member area	16		1258.77			
No.Of Society Member	16	New Carpet Area in Sq. ft	Total New Built up Area in Sq. mtr			
New Area Additional (As per list		14896.00	1661.26			
Permissible Area	903.25	x	2.3	=	2077.48	
Fungible FSI	2,077.48	x	0.35	=	727.12	
Total Permissible FSI	2,077.48	+	727.12	=	2,804.59	
Less Member Area	2,804.59		1,661.26	=	1,143.33	
Developers Sale Area					1,143.33	
Value Of Developers Sale Area	1,143.33	x	58,240	=	6,65,87,382.50	
Free Fungible	1661.26	x	0.35		581.44	
Less Charging Premium	1661.26	-	581.44	=	1079.82	
Value Of Charging Premium	1079.82	58240	0.5	=	3,14,44,403.87	
Market Value	6,65,87,382,50	-	3,14,44,403.87	=	3,51,42,978.64	
	evelopers area is Mai	ket Value is i.	e. Rs		3,51,43,000.00	
Consideration					Amount in Rs.	
1. Rent						
For 30 Months	40000.00	16	30	=	1,92,00,000.00	
2. Shifting Charges	20000.00	16	1	=	3,20,000.00	
3. Brokerage Charges For Residential N	fembes					
For 1st Term	38100.00	16	1	=	6,09,600.00	
4. Car Parking (page No.11, Para No. 6.1.3)	13.75	16	30250	25.00%	16,63,750	
No. 6.1.3) 7. Common racinges (society	29.95		30250	100	9,05,988	
8. Infrastructure charges	1661.26	5,000.00		=	83,06,320	
9.Development charges (2%)	1661.26	58,240	0.02		19,35,036	
	Consideration		Total	3,29,40,693		
				i.e.Rs.	3,29,41,000	
STAMP DUTY PAYABLE ON AG	the state of the s			- ADD 0.000	A CONTROL OF THE CONT	
	Amount Article			Stamp Duty Amount		
Market Value	3,51,43,000		g-a)@5%		17,57,150.0	
	Total S	stamp Duty Pa	yablei.e.R	S	17,57,500.0	







Recovery copy -

CHALLAN MTR Form Number-6



GRN MH017123142 202324M BARCODE				II Dat	e 12/03/2024-12	23:32	For	m ID	25.2		
Department Inspector General Of Registration Stamp Duty				Payer Details							
Type of Payment Registration Fee				AN (If Any)							
				Applicable)	AACCT3808N						
Office Name BRL7_JT SUB REGISTRAR BORIVALI 7			Full Name		MODISPACES REAL ESTATE PVT LTD						
Location MUMBAI											
Year 2023-2024 One Time				No.	ADARSH BUILDI	NE	_				
Account H	ead Details	Amount In Rs.	Premises/Building		P.F NO 620B, TPS NO-3, CTS NO 511731 KASTUR PARK, SHIMPOLI ROAD						
0030045501 Stamp Duty	1757500.00			511/31							
0030063301 Registration Fee		30000.00	Area/Locality Town/City/District		BORIVALI WEST, MUMBAI						
			PIN			4	0	0	0 9	2	
		Remarks (Remarks (if Any)								
		SecondPartyName=SYNDICATE BANK EMPLOYEES ADARSH CHS						is-			
Total			Amount In	Constitution Lakin Enginy Seven Thousand Five Hu					Hundre	d	
CS UK	17,87,500.00	Words	Rupees C	only							
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK							
Cheque-DD Details				Ref. No.			C	PADP	RFOY5		
Cheque/DD No.	698849		Bank Date	RBI Date			N	at Ver	fied with	RBI	
Name of Bank	SBT		Bank-Branch STATE BANK OF INDIA			rapid la Villa					
Name of Branch JULIU				Scroll No. , Date					-		

Department ID : Mobile No. : M

Cut Here Cut Here	·····
Pre Acknowledgment Payment (PAP) Form for Payment through any SBI Branch	Branch Copy
	- Cut Heli

Branch Teller: Use SCR 008765 Deposit >Fee Collection>State Bank Collect Beneficiary/Remittance Details Mode of Payment Cash Cheque/DD State Bank MOPS Reference No. : CPADPRFOY5 Cash Notes Amount Rs Paise Beneficiary MAHARASHTRA GOVT (GRAS) 2000 x GRN MH017123142202324M 500 x Full Name MODISPACES REAL ESTATE PVT LTD 200 x 17,87,500 Seventeen Lakh Eighty Seven Thousand Fiv 100 x e Hundred Rupees Only 50 x 698849 Cheque/DD No. 20 x Cheque/DD Date 11-03-24 10 x Drawee Bank STUHL Drawee Branch Total Rs

Sand PSLOUL

4492 2 910 Print Date 15-03 2024 12:24:

Signature of Depositor

Page 1/1

Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 12/03/2024 Date 0324128601943 PRN Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Borivali 7 of the District Mumbai Sub-urban District. **Payment Details** 12/03/2024 Date Bank Name sbiepay 202407290476620 REF No. 10004152024031201851 Bank CIN This is computer generated receipt, hence no signature is required.



Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 0324129402007 PRN 12/03/2024 Received from DHC, Mobile number 0000000000, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Borivali 7 of the District Mumbai Sub-urban District. **Payment Details** Bank Name sbiepay Date 12/03/2024 Bank CIN 10004152024031201916 REF No. 202407290406298 This is computer generated receipt, hence no signature is required.





DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at Mumbai, on this day of March 2024, BETWEEN SYNDICATE BANK EMPLOYEES ADARSH CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and Rules made thereunder, under registration No. BOM/HSG/4717/76, and having its Registered Office at 5/624, Kastur Park, Shimpoli Road, Borivali (West), Mumbai - 400 092 through its office bearers (1) Santosh G Waingankar (Hon. Chairman), (2) Madhav V Prabhu (Hon. Secretary) and (3) Arvind T Kamath (Hon. Treasurer) 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 and assigns) of the ONE PART

AND

MODISPACES REAL ESTATE PRIVATE LIMITED, a Private Limited Company duly registered under the provisions of the Companies Act, 1956 and deemed to be registered under the provisions of the Companies Act, 2013 having its registered address at Plot No.7, Ashok Nagar Society, N.S Road No.11, Juhu Scheme, Vile Parle (West), Mumbai -400 049 through its Director SHRI ANAND MODI, hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the OTHER PART;

0)? mring

Arrand Mode

WHEREAS:

- A. The Society herein is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of plot of land bearing Final Plot No. 620 B of TPS III and bearing Sub Plot No.5 admeasuring in aggregate 903.25 sq.mtrs. bearing CTS No. 511/31 of Village Borivali Taluka Borivali in the Registration District of Mumbai Suburban (hereinafter referred to as "the said Plot") together with the building standing thereon known as "Adarsh" comprising of ground and 3 upper floors consisting of 16 residential Flats (hereinafter referred to as "the said Building"), situate, lying and being at Kastur Park, Shimpoli Road, Borivali (West), Mumbai - 400 092, more particularly described in the First Schedule here under written. A copy of the Property Register Card is annexed hereto as Annexure-"I";
- B. The said Plot and the said Building shall unless referred separately be hereinafter collectively referred to as "the said Property" and more particularly described in the First Schedule hereunder written:
- By inheritance and various transfers, the flats in the said Building have been transferred/transmitted unto and in favor of the present members of the Society. At present, there are 16 Members of the Society. A detailed list of all the present members of the Society and details of their respective Flats are set-out in the Second Schedule hereunder written;
- D. The said Building is in a dilapidated condition and requires extensive repair. Considering the cost for carrying out such repairs and considering the benefits of redevelopment including the availability of additional Premium/TDR FSI, the Society and its members considered it desirable to redevelop the said Property by demolishing the said Building and reconstructing a New Building in lieu thereof the said Plot;

E. The Society has unanimously selected MODISPACES REAL ESTATE PVT. as the Developers for redevelopment of the property at the Special General Body Meeting ("SGBM") held on 11th June 2023 and accepted the offer contained in its letter dated 20th May, 2023, a copy of which is annexed and marked hereto as Annexure 'II'. A copy of the true copy of the minutes of

the Special General Body Resolution dated 11th June 2023 is annexed hereto as

Annexure 'III'.

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- F. The Society issued Letter of Intent dated 23rd June 2023 to the Developers inter alia confirming their appointment as the Developers for redevelopment of the said Property on the terms and conditions as contained in the final offer dated 20th May, 2023 of the Developers. A copy of the Letter of Intent dated 23rd June 2023 addressed by the Society to the Developers is annexed hereto as <u>Annexure</u> "IV";
- The Society and the Members do hereby declare and confirm that they have received the draft of this Development Agreement, Power of Attorney from the Committee Members of the Society. The Society and the Members further declare and confirm that all the suggestions of the Members have been incorporated in this Development Agreement and Power of Attorney. The Society held a Special General Meeting on 21st February 2024 to approve the drafts of the Development Agreement and Power of Attorney and the same is approved by all the Members, and as a token of approval the Members of the Society have appended their signature on the Resolution. In the said Special General Meeting, the Resolution is passed by the Society authorizing its Office Bearers, namely, (1) Santosh G Waingankar (Hon. Chairman), (2) Madhav V Prabhu (Hon. Secretary) and (3) Arvind T Kamath (Hon. Treasurer) to execute and admit execution of this Development Agreement and Power of BARRETS grant of development right to the Developers and affix the Seal of the Society copy of the Resolution dated 21st February 2024 is annexed heretoras - "V";

H. The parties hereto are now desirous of executing this Development Agreement to record the terms and conditions in respect of redevelopment of the said Property as hereinafter appearing.

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

mhury John Anaval Made

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1. RECITALS TO FORM AN INTEGRAL PART OF THIS DEVELOPMENT AGREEMENT:

1.1 The Society and the Members do hereby declare and confirm that the statements, representations and declarations contained in the foregoing recitals are true and correct to the best of their knowledge and are made by them conscientiously believing the same to be true, knowing fully well that relying upon the said statements, representations and declarations as being true and correct, the Developers have entered into this Development Agreement in respect of the said Property (defined herein below) and have agreed to undertake several obligations as setout herein.

2. **DEFINITIONS & INTERPRETATIONS: -**

- For the purpose of this Development Agreement, the following expressions shall have the meaning as given below:
 - (i) Appointed date: The date on which the members shall vacate the Building after receipt of notice from the Developers;
 - (ii) "MOFA Carpet Area" shall mean wall to wall carpet area calculated as per the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963 (MOFA) including fungible FSI and shall mean measurable finished wall to wall carpet area available for the use of the flat owner, exclusive of area covered under internal -but inclusive of area covered by RCC column projections beyond wall thicknesses, door jambs, and ledge wall built for plumbing or electrical purposes;

"Commencement Date" means the date on which the Developers shall have obtained vacant possession of the said Property from the Society for the purpose of redevelopment after the last Member vacating his/her/their respective flat:

"Completion Date/Period" shall mean the period of 30 months (i.e., 24 months with a grace period of 6 months) commencing from the Commencement Date within which period, the Developers shall complete the construction of the New Building (defined below) and offer possession of the Members' new Flats

(iii) (iv)

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to them after procuring Full Occupation Certificate (OC) from MCGM;

- "Development Potential" shall mean the maximum area that (v) can be constructed by utilizing the presently available FSI of 3.24 including (i) primary FSI of the said Plot admeasuring 903.25 sq.mtrs. (ii) TDR/FSI and fungible FSI (both with and without premium) road width FSI benefits, if any as per the presently applicable regulations of 33 (7) (B) of Development Control and Promotional Regulations 2034 (DCPR), applicable to Greater Mumbai amended from time to time, (iii) any other FSI to be utilized by way of available TDR/FSI on the plot, fungible FSI by way of paying premium or premium FSI or incentive FSI or FSI as per regulation 33(7)(B) of DCPR, 2034 (iv) all other benefits as may be sanctioned on payment of premium for lift, lobby, lift well, staircase, balcony, etc., as per the present provisions of DCPR, 2034 amended, modified from time to time till procurement of OC from MCGM and subject to clause 4.5 herein below;
- (vi) "Effective Date" means the date on which the Developers shall have obtained First CC from MCGM;

(vii) "Force Majeure Event" shall mean occurrence of the Force Majeure Event shall mea

- (a) war, riots, civil commotion or any terrorist attacks threat act of God, affecting redevelopment of the said Property;
- (b) act of God which includes earthquake, cyclone, tsunami, flooding, perils of the sea or air, fire, flood, or any drought, explosion, sabotage, lockdowns, pandemics epidemics, and/or any other natural or manmade disaster or unforeseen naturally occurring event caffecting redevelopment of the said Property;
- (c) any notice, order, rule, notification of government authority affecting the redevelopment of the said Property;

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- (d) any notice, order, rule, notification of the Government or other public, judicial or Competent Authority affecting the redevelopment of the said Property and/or curtailment of construction activities which shall affect the redevelopment of the said Property pursuant to any general orders by any Government or local bodies or authorities, etc:
- any restrain and/or injunction and/or prohibition order (e) of the Court or any other judicial or quasi-judicial authority and/or any statutory authority affecting the redevelopment of the said Property;
- (f) any notification, change in law and/or regulations which materially affects the redevelopment of the said Property;
- (g) Non-availability of cement, steel, sand or any building material (Provided this situation affects the entire industry);
- (h) Non issuance of sanctions/approvals and/or nonacceptance of proposals by MCGM (Provided this situation affects the entire industry);
- (viii) "MCGM" or "BMC" means Municipal Corporation of Greater Mumbai or BrihanMumbai Mahanagar Palika having powers and authority to grant approvals for construction of the Proposed Building/s on the said Plot:

"Project" shall mean and include the re-development of the said Property on the terms and conditions mentioned hereinafter;

"Property" shall mean the said Plot and the said Building more particularly described in the First Schedule hereunder written and delineated on the Plan thereof hereto annexed as ANNEXURE "VI".

"RERA" shall mean the Maharashtra Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder.

FSI "F.S.I" means Floor Space Index and shall have the same meaning 90 as assigned under DCPR, applicable for Greater Mumbai amended/

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modified, reenacted from time to time and Municipal Laws, Rules and Regulations for the time being in force);

(xiii) TDR "TDR" means Transferable Development Rights as defined in DCPR to be utilized / exploited on the said Plots and loaded on the same as recipient Plots.

2.2 INTERPRETATIONS: -

- 2.2.1 The Recitals and Annexures to this Agreement shall be deemed to form an integral and operative part of this Agreement;
- 2.2.2 Clause headings are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;
- 2.2.3 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- 2.2.4 Any reference to Clause, Sub-Clause or Annexure shall be deemed to be a reference to a Clause, Sub-Clause or Annexure respectively of this Agreement;
- 2.2.5 Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted;
- 2.2.6 Words importing the singular shall include plural and vice versa; and
- 2.2.7 Words denoting any gender shall include all genders.

GRANT: -

grant unto and in favor of the Developers, the development rights and the Developers do hereby acquire from the Society and Menthers, the development rights in respect of the said Property viz., all that piece and parcel of Plot of land Final Plot No. 620 B of TPS III and bearing Sub Plot No. 5 admeasuring in aggregate 903.25 sq.mtrs. bearing CTS No. 511/31 of village Borivali Taluka Borivali in the Registration District of Mumbal Subutant (hereinafter referred to as "the said Plot") together with the building standing thereon comprising of ground and 3 upper floors consisting of 16 residential flats (hereinafter referred to as "the said Building"), situate, lying and being at Kastur Park, Shimpoli Road, Borivali (West), Mumbai -400 092, more particularly described in the First Schedule here under written with right to

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develop the said Plot and, on mutual compliance of the terms and conditions set out herein and for the consideration mentioned herein, with the right to demolish the said Building standing on the said Plot and to construct a new residential-cum-commercial building thereon also to be named as "Modispaces Nile - Syndicate Bank Employees Adarsh CHS Ltd." consisting of Stilt (pt), plus ground (pt) and 1st (pt) as Commercial Floor and 15 upper floors as (hereinafter referred to as "the said New Building") in place thereof, as per the plans and specifications as may be sanctioned by the Municipal Corporation of Greater Mumbai (MCGM) and sell the remaining Flats and allot remaining car parking spaces (save and except the Members Flats and Members Car Parks defined below) to the Prospective Purchaser/s on the terms and conditions as set out herein.

4. SCOPE OF DEVELOPMENT: -

- 4.1 Subject to approval of the plans by MCGM, the Developers propose to construct the said New Building on the said Plot having residentialcum-commercial Flats by utilizing the entire Development Potential of the said Property as defined herein.
- 4.2 The Developers shall be entitled to develop the said Property under any scheme applicable under DCPR, 2034 and the amendments from time to time including but not limited to the Regulations 33(7)B of DCPR, 2034 as may be applicable from time to time provided the same does not exceed the Development Potential hereby agreed to be utilized.
- 4.3 The Developers shall provide to the Members free of cost, on ownership basis, the New Flats and the Car parking Spaces in the said New Building proposed to be constructed on the said Plot, as set-out hereinafter.

The Developers shall be absolutely entitled to the balance flats and the car parking spaces as Owners thereof and shall be entitled to sell on ownership basis the flat and the said Car parking spaces (save and except the Members Flats and Car parks) to the Prospective Purchaser/s/Purchasers in the manner they deem fit and/or proper without any hindrance and/or objection from the Society and/or its Members (hereinafter referred to as the "Developers Entitlement").

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In the event if there is any increase/any additional F.S.I. or T.D.R. in respect of the said Plot beyond the Development Potential as defined herein, due to change in the policy of the State Government or DCPR, 2034 while constructing the said New Building, till procurement of OC in respect thereof then in such an eventuality the Developers and the Society shall share such additional FSI equally subject to deducting the cost for obtaining the approvals and construction of the additional FSI. In the event any such additional FSI in respect of the said Plot becomes available after the Developers procure OC in respect of the said New Building then such additional FSI shall belong to the Society alone. In case of availability of additional FSI before pending completion of the Project as stated hereinabove then the utilization of the same shall be subject to consultation with the RCC Consultant.

5. POWER OF ATTORNEY: -

Simultaneously with execution hereof, the Society has executed an Irrevocable Power of Attorney in favour of the Developers inter alia conferring upon them various powers to do various acts, deeds, matters and things for redevelopment of the said Property as set-out hereinafter including to approach various authorities, load TDR, and avail benefit of FSI/ TDR, Wingship SI with or without premium and all other additional benefit of FSI/TDR on the said Plot and for sanctioning of the building plans and patterning Internation of Disapproval (IOD), Commencement Certificate (CC) Decupation Certificate (OC)/ Building Completion Certificate (BCC), electricity gas and water-connection for the construction works and also in respect of the said New Building. The said Irrevocable Power of Attorney shall however be en-existent and co-terminus with this Development Agreement.

6. ENTILEMENT OF THE PARTIES: -

6.1 MEMBERS ENTITLEMENT: -

6.1.1 In consideration of the grant of irrevocable development rights by the Society in respect of the said Plot and the said Building to the Developers on the terms and conditions mentioned herein, the Developers shall at their own costs and expenses, construct the said

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New Building by utilizing the Development Potential in respect of the said Plot as defined herein and provide to the Members herein, in lieu of their existing Premises, the New Flats in the said New Building comprising of an area admeasuring 32% MOFA carpet area absolutely free of cost and on ownership basis (which includes the fungible compensatory FSI with or without premium which may be allowed to be exploited as per DCPR, 2034 and as per the present MCGM Rules (subject to approvals of the plans from MCGM) (hereinafter referred to as "the said Member's New Flats").

6.1.2 Location of the Members' New Flats. The Members' New Flats will be located from the first residential floor and upwards of the New Building (so as to cover the lower residential floors of the New Building) ('first residential floor' being the floor containing residential flats directly above the commercial shops on the ground +1 floor /carparking floors). Details of the Members' New Flats are recorded in the list annexed hereto and marked Annexure "VII". As requested by the Members, the Members' New Flats shall be as per the present condition floor wise and floor rise with same current views/sides. subject to planning constraints and the Developers shall not change the present condition floor wise and/or the floor rise with the same current views/sides, subject to planning constraints to be allotted to the Members in any manner whatsoever. Provided however, if any of the Members is/are desirous of taking any additional amenities/floor rise/Parking then the Developers shall provide the same to such Member after charging additional consideration for the same from such Member on such mutually decided consideration between the Developer and the Member. Provided however, that amenities/parking due to the other Members as herein mentioned and the floor rise of the other Members as herein contemplated shall not be changed due to such dealing between the concerned Member and the Developer or otherwise under any circumstances.

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- 6.1.3 The Developers agree to provide 1 (one) car parking spaces to each member in the said New Building (hereinafter referred to as "the said Members Car Parks") and the Developers shall not be held responsible / liable for the same and the Society/ Members shall in further not claim additional car parking space from the Developers
- 6.1.4 The Members New Flats and the Members Car Parks shall unless referred independently, be hereinafter collectively referred to as "the Members New Premises/Members Entitlement").
- 6.1.5 A detailed list of all the Members, their existing Flats occupied by him/her/them and the carpet area of his/her/their respective new Flats are set out in the Annexure-"VII" annexed hereto. The tentative plans of the Members New Flats are annexed hereto as Annexure "VIII".
- The Developers shall provide the amenities in the Members New Flats as more particularly described in Annexure "IX" hereto.
- 6.1.7 The Developers have provided to the Society/Members, the tentative plans of the Member's New Flat and also plans elevation and designs in respect of the said New Building and the same are tentative early subject to sanction/approval of MCGM.
- The Members further agree/s that each Members than at the time of 6.1.8 taking possession of their respective Members New Flat pay to the Society vide cheque drawn in favour of the Society 12 months advance maintenance charges in proportion to the area of the Members' New Flat to be allotted to the Members at the rate that may be fixed by the Society and the Developers mutually

DEVELOPERS ENTITLEMENT: -6.2

6.2.1 In consideration of the development of the said Property to the Members their respective New Premises in the said New Building, the Developers shall be entitled to construct, sell and allot on ownership basis or otherwise the Premises forming part of their entitlement mentioned herein below:

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- 6.2.2 The Developers shall be entitled to sell the remaining Flats (save and except the Member's New Premises), on what is popularly known as "On Ownership Basis", in the said New Building to be constructed on the said Plot as contemplated herein (hereinafter referred to as "the Developers Flats").
- 6.2.3 The Developers shall be entitled to allot the remaining car parking spaces (save and except the Members Car Parks to be allotted to the Members as per this agreement) either open, stilt, or stack as the case may be, in the said New Building to the Prospective Purchaser/s (hereinafter referred to as "the Developers Car Parks").
- 6.2.4 The Society shall be entitled to charge Rs.500/- as share money from every such Developers Flats' purchaser. Upon receipt of the said money and the application for membership from such purchasers depositing with the Society a proportionate amount for equalizing the fund contributions lying to the credit of the present Members in the Society's accounts as on the Commencement Date ("Corpus Contribution") which amount shall be jointly decided by the Society and the Developers mutually, the Society shall admit such purchasers as its Members and issue the requisite Share Certificates. The Developers Flats' purchaser shall be bound to comply with all procedure for becoming the member. After becoming the member of the Society, the Developers Flats' purchasers shall be at par with the existing members. The Society and the Members shall neither object for any allotment made by the Developers in favour of the Prospective Purchaser/s in respect of the car parking spaces nor challenge the same in any Court of Law or any other authorities and the Society shall not disturb and/or cancel the allotment in favour of the Prospective Purchaser/s in future and such allotment of car parking space/s shall be construed to be attached to and/or appurtenant to the Flats of the Prospective Purchasers. The Developers shall also collect from the prospective purchasers of the Developers' Flat 12 months' advance maintenance charges in proportion to the area of their respective flats at the rate to be fixed by 9 Le the Society and the Developers which rate will be at par with the

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- 6.2.5 The Developers Flats and the Developers Car Parks unless referred independently shall hereinafter collectively be referred to as "the Developers Premises/Developers Entitlement").
- 6.2.6 The Developers have represented to the Society and the Members that the Developers shall retain the Commercial Premises admeasuring 914 sq.ft. RERA carpet area on the ground floor and 1016 sq.ft. RERA carpet area on the 1st floor of the New Building ("said Developers Commercial Premises") as more particularly shown on the plan annexed hereto as Annexure-"X" hereto for their exclusive use and occupation. The Society agrees and undertakes to admit the Developers and/or their nominees as members of the Society with respect to the said Developers Commercial Premises as and when the Developers and/or their nominees make an application for the same.
- The Developers have informed the Society, and its members confirm 6.2.7 having knowledge that the entire ground floor and first floor being part of Developer's entitlement in the said New Building can be used by the Developers for the purposes as the Developers may deem fit and proper. The said Developers' Commercial Premises has exclusive amenity such as lobby, lift, staircase leading to the said Developer Commercial Premises and the water tank on the ground and on the terrace (hereinafter referred to as "the said pevelopers Exclusive Amenity"). The said Developers' Exclusive Amenity i.e., Hobby, lift) and staircase leading to first floor is shown by RED colour hatch line, and exclusive lobby is shown by YELLOW colour hatch line on the plan annexed hereto as ANNEXURE- "X". The said Developers' Exclusive Amenity shall always be deemed to be the amenity exclusively attached to the said Developers' Commercial Premises and Q (0 the same shall be heritable, transferable, and assignable along with the said Developers' Commercial Premises or part thereof at the sole discretion of the Developers without any objection / obstruction from the Society or its members. The Developers, its successors and assigns shall be entitled to use the said Developers' Commercial Premises or any part thereof along with the said Developers' Exclusive Amenity for any legal commercial use and the Society, and / or its members, the

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successors or Assignees shall not object / obstruct such users by the Developers or their successors or Assignees in any manner whatsoever. The Developers shall at their sole discretion be entitled to use the said Developers Commercial Premises or any part thereof for the aforesaid purpose. The Developers shall be entitled to divide the said Developers' Commercial Premises in several units as they deem fit and proper and the Society / its members shall not object the same and the Society shall issue NOC if so required by MCGM for the aforesaid purpose. The aforesaid right on the Developers shall be irrevocable and binding on the Society, its members and their respective successors and assigns as also on the prospective purchaser/s of the Developer's premises. (The said Developers' Commercial Premises and the said Developers' Exclusive Amenity shall hereinafter collectively be referred to as "Developers' Premises and Exclusive Amenity" and more particularly described in the Third Schedule hereunder written). The Developers or their nominee shall after issuance of Commencement Certificate by MCGM be entitled to apply to the Society for its membership in respect of Developers' Commercial Premises with inseparable rights in respect of Developers' Exclusive Amenity and the Society shall without any objection / delay or demur admit the Developers and / or their nominees as members of Society and upon becoming members, the Developers and their nominees shall abide by Bye-Law's rules and regulations of the Society thereof from time to time. The Society shall not claim any transfer Fees including contribution of the Corpus Funds from the Developers and their nominees for admitting them as members of the Society. The Society shall be entitled to charge Rs.500/- as share money from every such Purchaser. Upon receipt of the said money and the application for membership from such Purchasers, the Society shall admit such Purchasers as its Members and issue the requisite Share Certificates. The new Flat/Unit Purchaser shall be bound to comply with all procedure for becoming the member. After becoming the member of the Society, the new Flat/unit purchasers shall be at par with the existing members. However, such new Flat/Unit Purchasers, shall not 9 be entitled to demand any share in the consideration and/or other

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benefits which are agreed to be provided to the Society and/or its existing members by the Developer against the granting of the development rights of the said property.

7. MARKETABLE TITLE: -

- 7.1 The Society and the Members have a clear and marketable title to said Property and their respective Flats on the said Property and shall maintain the same and for the said purpose, cooperate with the Developers and shall not create any charge or encumbrances on the said Property and/or respective Flats of the members which would prejudicially affect the development right granted by the Society under these presents. The Society /Members do hereby indemnify and shall keep the Developers indemnified against the same. The Members have provided to the Developers, copies of the title documents of their respective Flats and offered inspection of the originals thereof.
- The Society has before execution hereof, handed over to the Advocates 7.2 & Solicitors of the Developers certified copies of the title deeds in respect of the said Property and the copies of the title deeds relating to Members Flats and/or Shares. The Society does hereby undertake to give and also cause the Members to give, inspection of the Chipmal title deeds and shall execute any documents in favour, of the Developers' Advocates & Solicitors to enable them to issue title certificate of Society's title to the said Property. The Developers' Solicitors shall issue title certificate in respect of the Society property i.e., said Property after investigating the title of the Society to the said Property inter alia after issuing public notices and obtaining the Search Report. The Developers' Solicitors shall complete their investigation of the title of the Society and individual members to the said Property within 2 months from the date of execution hereof whereupon the Developers and/or their Solicitors' shall not raise shy? forther requisitions on the Society in relation to their title to the said Property.
- 7.3 In the event if any objection is received in response to the Public Notices caused to be published by the Developers or any clog on title is found to be registered, the Member on whose Flat/s objection/s is/are lodged and/or clog/s is /are registered shall cause the same to be withdrawn

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within 15 days of receipt of intimation in that regard from the Developers or their Advocate & Solicitors. In the event if the Member fails to withdraw/remove such objection / clog on the title then the Developers shall be entitled to remove the same. In such an eventuality the Member shall reimburse the cost incurred by the Developers and the Developers shall be entitled to adjust the same against the corpus fund due and payable to such Member under these presents.

The Developers have prima facie accepted/verified the title of the Society and its members and shall in future not raise any requisitions on the same.

8. HARDSHIP COMPENSATION: -

- 8.1 The Developers shall pay to all the Members of the Society, the Hardship Compensation calculated at Rs.500/- (Rupees Five Hundred only) per sq. ft. Carpet area in respect of the Member's existing Flats (hereinafter referred to as "the said Hardship Compensation") in the manner set-out hereinafter.
 - (i) 50% of the Hardship Compensation shall be paid by the Developers to the Members against the Members vacating and handing over quiet, vacant and peaceful possession of his/her/their respective Flats to the Developers for the purpose of redevelopment and execution and admit execution of the Individual Agreement;

. 50% of the Hardship Compensation shall be paid by the Developers to the Members, on offering possession of the Members New Premises to the respective members of the Society after procuring Occupation Certificate for the said New Building;

The details of the amount payable to the Members are as provided in the Annexure "XI" annexed hereto and the said Hardship Compensation shall be paid by the Developers by issuing cheques in the names of the Members and handing over the same to the Society. The said Hardship Compensation shall be distributed amongst Members through the Society.

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8.3 The Members shall, on the date to be fixed by the Society, handover quiet, vacant and peaceful possession of his/her/their respective Flat by depositing keys of his/her/their respective Flats with the Society in turn shall handover the same to the Developers for the purpose of redevelopment as contemplated herein. The Society does hereby agree and undertake to handover the said cheques to the respective Members against the Members vacating and handing over quiet, vacant and peaceful possession of his/her/their respective Flats to the Developers for the purpose of redevelopment as contemplated herein and obtain receipt from each Member. If any of the Flat is occupied by the Licensee/Tenant/Occupant then such concerned Member/s shall ensure that his/her/their Licensee/Tenant/Occupant shall vacate the flat/s on the date fixed by the Society to vacate his/her/their respective Flats and till such time, his /her/their cheques towards Hardship Compensation shall be withheld by the Society.

9. APPOINTMENT AND ROLE OF PROJECT MANAGEMENT CONSULTANT (PMC) and OTHER CONSULTANTS ARE SUB REGISTALE SUB REGISTALE CONSULTANT (PMC) AND OTHER CONSULTANTS ARE SUB REGISTALE CONSULTANT (PMC) ARE SUB REGISTALE CONSULTANT (PMC) ARE SUB REGISTALE

- Management Consultant (hereinafter referred to as "the PMC") as Consultants /third party approver / quality auditor on their behalf to supervise and check the necessary plans, approvals and construction quality of the project to be executed by the Developers.
- 9.2 The professional fees payable to the PMC to the extent of Rs. 10, 00,000/- (Rupees Ten Lakhs only) including GST shall be borne and paid by the Developers.
- 9.3 The professional fees payable to the Advocates and Solicitors of the Society viz. Law Origin., for providing legal services to the Society to the extent of Rs. 4, 00,000/- (Rupees Four Lakhs only) shall be borne and paid by the Developers. If any additional amount becomes payable to the Advocate of the Society, then the same shall be borne and paid by the Society.

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- 9.4 The PMC shall be entitled to crosscheck all documents/ building/step by step submission of all requirements leading upto all MCGM permissions by the architects/RCC consultants and supervise the quality of the construction and the entire project of redevelopment of the Society undertaken by the Developers. In the event if, the PMC finds any default on the part of the Developers, it shall be brought to the notice of the site-in-charge of the Developers who shall take suitable steps within 10 days to rectify the default at site and inform the same to the PMC. The PMC, if required, will consult with the Developers' Architect for clarifications in any matter related to the redevelopment activities.
- 9.5 In the event of the PMC noticing any major default/variation then the same shall be conveyed by the PMC to the Society as well as Developers within 15 days of such default/variation being noticed and the Society shall raise the issue, with the Developers who shall then resolve the issue to the satisfaction of the Society and PMC within 15 days of Society raising the issue (or such reasonable time as may be required considering the gravity of default) from intimation by the Society.
- 9.6 During the construction of the said New Building, no member will hinder or obstruct the process of re-development of the said Property and/or directly raise any requisitions/queries with regards to the same. However, if any Member/s find/s any default or defect on the part of the Developers at the construction site, then the same shall be brought to the notice of the Developers either through the PMC or through the Managing Committee.

APPROVAL OF FLOOR PLANS: -

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The planning would be done by the Developers at their own cost and expenses. The Developers shall get plans prepared from the Architects, who are duly appointed by the Developers and the same shall be provided to the Managing Committee and the PMC for crosschecking and approval and after the Managing Committee and the PMC's approval, the Developers shall submit the plan to MCGM for

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sanctioning. The Society and the PMC must inform the Developers of their approval and/or suggestions if any, within a period of 15 days from the date of the Developers handing over the said plans to them for their approval. The plan so submitted by the Developers and approved by the MCGM shall be binding on the Society. The Developers shall endeavour to get the plans sanctioned/approved without any modification or amendment. However, if any amendment/modification is necessitated by any authority in the plans, the Developers shall be entitled to do so provided such modification does not in any manner prejudice the interest of the Members in respect of their respective New Flats and also does not in any manner affect the location, area, view of their respective New Flats. The Developers shall intimate to the Society such changes immediately. The Developers do hereby agree and undertake to get the plans sanctioned/approved subject to the aforesaid condition. The copies of such plans sanctioned/ approved by the MCGM shall be provided by the Developers to the Managing Committee before the Developers issue any notice to vacate and before the Managing Committee causes the Members to hand over quiet, vacant and peaceful possession of his/her/their respective Flats to the Developers for the purpose of redevelopment as contemplated herein.

- 10.2 The plans shall be prepared keeping in view the norms of DCPR, 2034.
- 10.3 The cost for getting the plans sanctioned/approved from MCC along with incidental costs, RCC and other Consultants fees and or deposits, fees, premium, and all other amounts will be entirely borne by the Developers alone for and on behalf of the Society.
- Subject to what is stated hereinabove in clause to the Developers shall submit the plans approved by the Society and its Members to the MCGM and procure sanction of the foregoing plan within a maximum period of 6 (six) months from the date of execution of this Agreement subject to force majeure conditions and subject to compliance by the Society of its obligations. If such plan does not get sanctioned within the said overall period of 6 (six) months along with IDD then the Society shall extend the time for a further period of 3 months. Further, in the event if the Developers fails to get IOD within the extended period then in such an eventuality, the Society shall terminate this

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Agreement by giving 30 days written notice to the Developers without reimbursement of any expenses to the Developers. It is further agreed between the parties hereto that pursuant to the termination, the Society shall be free to deal with the said Property in the manner they deem fit and proper

11. IMPLEMENTATION OF PROJECT: -

- 11.1 The Developers shall get the plans sanctioned/approved for construction of the said New Building and procure Intimation of Disapproval (IOD) for the Development Potential i.e. 1 fsi plus 0.35 BMC premium FSI plus protective FSI plus incentive FSI as per Regulation 33 (7) B of DCPR,2034 plus free fungible FSI (which covers the Members premises and the Security premises and the Commercial Premises) subject however to clause 4.5 hereinabove.
- 11.2 It is agreed between the Parties hereto that the Developers shall obtain Full IOD/CC within the agreed period. The Developers have agreed to provide to the Society as and by way of Security the said Commercial Premises to be retained as security by the Society and to be released by the Society against the Developers obtaining full IOD/CC.
- 11.3 The Developers shall also load full TDR and obtain full IOD and pay all premiums for the FSI proposed to be utilized upto the said Development Potential i.e. FSI of 3.24 in phases and get all the concessions approved including fungible FSI in the name of the Society while procuring full IOD and procure CC as may be permitted by MCGM and for the aforesaid purpose amend the plans from time to time subject however to clause 4.5 hereinabove.

The Developers shall upon obtaining IOD within a period of 7 days thereof address a Notice to the Society to cause its Members' to vacate his/her/their respective Flats within 10 days plus 5 days grace period of receipt of Notice to Vacate (hereinafter referred to as "the said Notice to Vacate"). Along with the notice to vacate the Developers shall enclose the certified copy of IOD. It is agreed between the Parties here to that as and when the Developers load the TDR on the said Plot the Developers shall handover the proofs for the same along with the DRC (Development Rights Certificate) evidencing the loading of TDR

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on the said Plot and FSI premium and TDR payment receipts in respect of the Development Potential as stated hereinabove, as the case may be, as and when the same is paid, by registered post as well as e-mail to the Managing Committee of the Society.

- 11.5 The Society shall pass a resolution to fix date on or before which each Member shall vacate and handover possession of his/her/their respective Flat to the Developers and such date shall not be later than 10 days plus 5 days grace period of receipt of the said Notice to Vacate from the Developers ("the said Appointed Date"). Provided however, the Developers shall not be obliged to take possession of the said Building nor any Flat and pay the rent and corpus unless and until all the members are willing to handover possession of their Flats on the said Appointed Day or on the same day for the purpose of redevelopment as contemplated herein.
- 11.6 On or before the said Appointed Date fixed by the Society, all the Members shall vacate their respective premises and shift to the Temporary Alternate Accommodation and hand over quiet, vacant and peaceful possession to the Developers, through the Society for the purpose of redevelopment subject to the Developers through the Society for the purpose of redevelopment and the Society shall grant absolute and unconditional license to the Developers to enter upon the said Property for the purpose of redevelopment as contemsubject to the Society receiving (i) cheques for Handship Compensation as stated herein, (ii) certified copies of all the approvals for construction from all the related Government, (fii) cheques for Transportation charges to be distributed amongst the Members (iv) providing Brokerage to be distributed amongst the Members as contemplated herein (v) the Developers shall execute and cause to register an Individual Agreement/Permanent Alternate Accommodation Agreement in favour of each of the Members in respect of the respective Members' New Flats to be allotted him/her/them in the said New Building, (vi) rental compensation for initial period of 12 months as contemplated berein and escalation in rent at the rate of 10% on last paid rent till offering possession of

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Members' New Flat after obtaining Occupation Certificate from MCGM.

11.7 As stated hereinabove, before the Members vacate their respective Flats, the Developers shall execute and cause to register an Individual Agreement/Permanent Alternate Accommodation Agreement in favour of each Member in respect of the New Flat to be allotted to him/her/them in the said New Building. The Society shall execute the Agreement/Permanent Alternate Accommodation Agreement as a confirming party to confirm the allotment of the Members' New Flats in favour of the Members. The draft of the Individual Agreement shall be prepared by the Advocate for the Developers and the same shall be approved by the Advocate for the Society. The stamp duty payable in respect of the New Flat agreed to be allotted to the Members shall be payable by the Developers alone and the Society or the Members shall have no liability in respect thereof subject to clause 36 herein below.

11.8 If any Member delays vacating his/her/their Flats beyond the Appointed Date, then such Member shall be liable to pay to the Developers, the agreed liquidated damages of Rs. 50,000/- (Rupees Fifty Thousand only) per month from the said Appointed Date till he/she/they vacate/s their existing Flats. The liquidated damages payable to the Developers shall be adjusted against the Hardship Compensation payable to such defaulting member/s under these presents. The aforesaid right of the Developers to receive liquidated damages is without prejudice to the right of the Developers to seek any legal remedy against such defaulting Member/s and subject to clause 11.9 herein below.

Further, in the event if there being any litigation initiated by the Member/s or any person claiming through the Member/s of the Society, or against any Member/s from his/her/their family members then the Society shall at their own cost defend and resolve such litigation or cause such Member/s at their own cost to have it resolved, immediately so that the redevelopment work is not hampered in any manner. It is further clarified that if the redevelopment entrusted to the Developers is affected due to any orders of injunction passed in such litigation, the

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said Completion Period as provided in clause no. 15 herein below shall automatically stand extended by such period during which such order of injunction would be operative, however the Developers shall not withhold the rent payable to the other Members of the Society as per the terms hereof even during the operation of such order of injunction. Without prejudice to the above, the Developers shall be entitled to recover from such Member/s a sum of Rs.50,000/- (Rupees Fifty Thousand only) per month till such injunction is vacated and the same shall be adjusted against the Balance Hardship Compensation due and payable to such Member/s. In the event if the Balance Hardship Compensation gets exhausted, then the Developers shall withhold possession of such Member's New Flat till the balance unpaid damages are recovered by the Developers and such holding over of the possession of the Member's New Flat shall not be construed as a delay on the part of the Developers and the Developers shall have a charge on such Member's flat till such amount is recovered by the Developers from such Member. It is agreed between the Parties hereto that the Developers shall also be liable to recover from such Member the loss in rent i.e., the rent paid to other Members during continuance of the injunction) and any government ongoing charges like Land under Construction (LUC) and all other taxes in respect of the said property incurred by the Developers in addition to the damages Pasis stated hereinabove.

11.10 The Developers shall demolish the said Building (within a period of 0) days from the date the Society grants absorbte and meanditional license to the Developers to enter upon the said Property for the purpose of redevelopment as contemplated herein.

11.11 The Developers shall procure First Commencement Certificate (First CC) within 90 days from the demolition of the said Building The Developers shall procure further CC as may be permitted by MCGM.

11.12 The Developers shall register the Project with the RERA as per the provision of the RERA. The Developers shall not avoid registration of the project with MahaRERA under any circumstances whatsoever.

11.13 In the event, if the Developers fails to obtain the aforesaid construction approvals in respect of the New Building within the time as set out

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and/or complete the construction of the New Building within the completion period as stated hereinabove then and in such an event the Developers shall be liable to pay to the Society a sum of Rs. 25,000/-(Rupees Twenty Five Thousand Only) per day of delay in obtaining the aforesaid construction approvals/ completing the New Building within the completion period in respect of the New Building within the time as set out hereinabove (hereinafter collectively referred to as "the Liquidated Damages") provided however the Developers shall continue to pay the rent and the Liquidated damages till completion of the New Building and obtaining OC for the same from MCGM.

12. HANDING OVER POSSESSION/GRANT OF LICENSE: -

Date or such date as may be fixed by the Society and the Developers, cause the Members to hand over quiet, vacant and peaceful possession of their respective Flats to the Society and the Society in turn shall handover possession of the said existing Flats and the existing Building to the Developers for the purpose of demolition and also grant absolute and unconditional license to the Developers to enter upon the said Property for the purpose of redevelopment as contemplated herein.

-13. VACATING EXISTING FLATS: -

On or before the said Appointed Date or such date as may be mutually agreed between the Society, Member and the Developers not being prior to 1 week before expiry of the Notice to Vacate, all the Members of the Society shall hand over quiet, vacant and peaceful possession of his/her/their respective Flats along with license to enter upon the said Property, to the Managing Committee of the Society, subject to the Developers complying with their Pre Vacation Obligations. The Managing Committee of the Society in turn shall hand over possession of the Members Flat to the Developers not later than 30 days (plus 15 days' grace period) from receipt of Notice to Vacate, to facilitate demolition of the said Buildings and construction of the said New Building as per the plans and specifications, as may be sanctioned/ approved by the

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14. RENT AND OTHER BENEFITS: -

14.1 FOR MEMBERS HOLDING FLATS: -

The Developers shall pay rental compensation of Rs.48,000/- (Rupees Forty Eight thousand only) to each Member holding a Flat from the first floor to the third floor and a lumpsum of Rs. 44,000/- (Rupees Forty Four Thousand Only) rental compensation per month to residents of the ground floor in respect of Temporary Alternate Accommodation to be occupied by each Member, till the Developers offer possession of the Members New Flat along with amenities after procuring full OC from MCGM and as more particularly set-out in Annexure-"II" hereto to enable the Members to procure temporary alternate accommodation during the period of construction, till the Developers offer possession of the Members New Flat along with amenities after procuring full OC from MCGM.

- 14.2 The Developers shall pay the aforesaid rental compensation to all the existing members of the Society, irrespective of whether the members procure and stay in rented premises or in their own alternate accommodation or otherwise.
- 14.3 The Developers shall, issue post-dated cheques in factor leach Member for rental compensation initially for a period of 12 months on the said Appointed Date as specified in clause 14 trabete. Thereafter, the Developers shall give 10% escalation over the rent paid for the next 12 months for the period of 12 months till obtaining OC for New Building from MCGM.
- 14.4 The Developers and the Society shall review the project in the 23rd month and if at the end of the 23rd month it appears that the completion of the said New Building is likely to be delayed beyond the period of 24 Months, then the Developers shall give postdated cheques for a grace period of 6 (six) months with 10% escalation over the last paid fent.
- 14.5 The post-dated cheques for the grace period shall be given to the Society in the 23rd month and the Society in turn shall release these cheques to the Members. The Developers hereby agree that, in any case, they will continue to pay rent to Members till completion of the said New

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Building and offering possession of the Members New Flats after receipt of full OC from the Competent Authority.

- 14.6 The rental compensation shall commence from the Appointed Date or on such date as may be fixed by the Society and the Developers mutually and as more particularly mentioned in clause hereinabove and only after last member vacating his/her/their respective premises & handover possession to the Developers for the purpose of redevelopment.
- 14.7 It shall be the sole responsibility of the Members to find the temporary alternate accommodation on his/her/their own. The Developers have no liability or obligation in this regard. If, the said New Building is constructed in less than 30 months, then in such case, the Members shall return the remaining unused post-dated cheques to the Developers at the time of taking possession of his/her/their respective New Premises or after expiry of the notice period as may be mentioned in the notice offering possession to the Members, whichever is earlier and the Members shall not be entitled to use or encash the same.
- 14.8 It is also agreed that the Developers shall give 1 month advance notice to the members intimating to them that the OC for the New Building is expected to be received from MCGM within a period of 1 month and that the Developers shall send a final notice after receipt of OC from MCGM for handing over possession of their respective Members' New Flats and the Members have to take possession within a period of 30 days of such final notice issued after receipt of OC.

14.9 The Developers along with Notice to Vacate shall pay to each Member two month's rent as brokerage for the temporary alternate accommodation to be acquired by them during the construction period.

The Developers shall after expiry of 24th month pay one month's rent as Brokerage to each Member for the grace period.

Thousand Only) as one time shifting/packers and mover's charges i.e., shifting from existing Flat to his/her/their respective Temporary

Alternate Accommodation and thereafter shifting back into his/her/their

New Flat in the said New Building. Save and except what is stated hereinapove the Developers shall not be liable to pay any other amounts

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to the Members including deposit if any payable to the Licensors in respect of temporary alternate accommodation.

15. COMPLETION OF THE PROJECT AND OFFERING POSSESSION: -

Subject to the force majeure events as defined herein, the Developers shall, within 30 months from the Commencement Date (i.e., 24 months together with additional grace period of 6 months [said Completion Period] complete the construction of the said New Building in accordance with the plans and specifications as may be sanctioned/approved by the MCGM and other Concerned Authorities and procure the Occupation Certificate from MCGM and offer possession of the Members New Premises to the Members respectively. The Developers agree that it shall not offer possession to any Prospective Purchaser/s forming part of the Developers' Entitlement before offering possession of the New Premises to the Members PROVIDED HOWEVER, the Developers shall be entitled to handover possession to the Prospective Purchaser/s of the Developers' Entitlement from the date of deemed possession as set out in clause 16 herein below. A tentative timeline for completion of the project is more particularly listed and annexed hereto as Annexure-"XII".

16. OFFERING POSSESSION OF NEW PREMISES: -

As soon as the construction of Flats in the said New Building is 16.1 completed and the Developers procure OC from NOCONGO Developers shall give 30 days' written notice to the Men for of feeding possession of his/her/their Flat on the last known address enclosing therewith a certified copy of OC [Notice of Possession]. The Members/Society shall intimate in writing to the Developers, the address of each Member, to which such notice is to be dispatched by the Developers at the last provided address by the Society to the Developers. The Society shall update the address of the Members from time to time and inform the same to the Developers. The sending of the notice by the Developers on the address and email address of the Members last provided by the Society/Members shall discharge the Developers from its obligation. The Developers shall ensure that on the date of Notice of Possession, all the utility connections like municipal drinking water, electricity, and piped gas, telephone connections, lift in

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working condition, drainage etc. are available/functioning in the said New Building together with all the amenities as set-out in Annexure "XIII".

16.2 Within 30 days of the Notice of Possession, the Members shall shift to his/her/their new Flat in the said New Building. The Members shall be deemed to have taken possession of his/her/their New Flat on the date of expiry of such notice irrespective of whether he/she/they have taken physical possession of his/her/their New Flat or not and the Members shall be liable to bear and pay the proportionate taxes and other outgoings relating to the New Flat from the date of deemed possession. The Developers shall not be obliged to pay the rental compensation to the Members after the expiry of aforesaid period of 30 days.

17. DECLARATIONS, REPRESENTATIONS AND WARRANTIES OF THE SOCIETY: -

17.1 The Society hereby declares and confirms the following: -

That the Society is seized and possessed of and otherwise well and sufficiently entitled to the said Property more particularly described in the First Schedule hereunder written. The said Building of the Society is constructed in or about the year 1976 as per the plans sanctioned/approved by the MCGM and the said Building is authorized structure. The said Property is free from all encumbrances;

That all the Members being signatories to these presents are only the existing Members of the Society as per its records;

hat the Society has not entered into any other agreement or arrangement for the re-development of the said Property with any rson or persons;

That the Committee of the Society who is authorized to execute the Development Agreement, Irrevocable Power of Attorney and all other ancillary documents is validly constituted and have complied with all the statutory requirements as per the Co-operative Societies Act, 1960;

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- (v) That the Members, whose names appear in the Second Schedule hereunder written, are the present members of the Society as per the member's register. As per the records of the Society, Member's have not created any encumbrance on their respective Flats by way of tenancy, sub-tenancy, lease, license, mortgage (equitable or otherwise), charge, pledge, lien or any third party right in respect of the individual Flat. However, if there is any such Member then he/she/they shall clear all the liabilities/encumbrances in respect of his/her/their Flat or procure requisite NOC for redevelopment from such Bank/financial Institution before execution of Development Agreement;
- (vi) That the said Property is not subject matter of any pending suit or litigation and there is no injunction or prohibitory order against the Society restraining it from developing the said Property;
- (vii) That the Society has not received any notice for acquisition, requisition or reservation in respect of the said Property;
- (viii) That the Society is absolutely entitled to enter into the Development Agreement as contemplated herein and in future shall not do any act, whereby the right of the Developers created herein may prejudicially be affected;
- (ix) That the Society has not in any way made any commitment to anyone for allowing the right to use the FSI of other properties and by the solution of TDR/FSI by putting up New Building on the said Plates and Plates and
- (x) That the Society has maintained proper audited accounts;
- (xi) During the subsistence of the Development Agreement, the Society shall not enter into any commitment in respect of the said Property such as sale, mortgage or lease, etc. or grant any right to any other person in any manner whatsoever;
- (xii) In view of the Developers having incurred substantial amount fill date? (and further the Developers undertaking various obligations both financial and otherwise the Society shall not terminate and/or cancel this Development Agreement save and except as provided in Clause 38 herein.

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- 17.2 The Member/s do and each of them doth hereby declare/s and confirm/s in respect of his/her/their respective Flat and shares as follows:
 - (i) That the Member/s is/are the absolute, legal and/or beneficial owner/s in respect of his/her/their Flat and their title to their respective Flats is clear, marketable and free from encumbrances of any nature whatsoever;
 - (ii) All the Members' Flats are free from encumbrances of any nature whatsoever and the same are not attached either before or after judgment or at the instance of any Court or taxation authority or any other Statutory Authorities and the Member/s has/have not given any undertaking to any taxation authorities so as not to deal with or dispose of his/her/their right, title and interest in the Flats and that the Member/s has/have full and absolute power to deal with his/her/their Flats;
 - (iii) No other person or persons has/have any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, sub-lease, mortgage, (equitable or otherwise), gift, trust, inheritance, tenancy, license, lien, or otherwise howsoever in the Members' Flat and the Member/s is/are competent and entitled to deal with the same in the manner provided in these presents. If any Flat/s is/are given on leave and license basis, then the concerned member/s shall ensure that such Flat/s shall be vacated by the Licensee/s;

On the Developers being put in possession, the Developers shall be entitled to demolish the said Building for the purpose of redevelopment in accordance with the Rules and Regulations of the MCGM without any hindrance, obstruction, denial, by the Member/s or any person or persons claiming through, under or in trust for the Member/s;

There are no proceedings pending in any Court of Law and/or before any Competent Authority as on date concerning, touching, and affecting the Member's Flats;

There is no attachment or prohibitory order or any other objections issued by any Statutory Authority/Court/ Forum

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- prohibiting the Member's from dealing with the Member's Flat or from executing these presents;
- (vii) That the Member/s is/are not restrained either under Income-Tax Act or any other Statute from dealing with his/her/their respective Flat;
- (viii) No notice has been issued for requisition of the Members Flat or any part thereof;
- (ix) No petition or proceedings for insolvency/Bankruptcy of the Member/s has/have been filed or initiated before any Court of Law or other Competent Authority against the Member/s by his/her/their creditors or any other person or persons;
- (x) That the Member/s has/have not entered into any agreement or arrangement with any other person or persons for sale or transfer of the Member's Flat and has/have not accepted any token deposit, earnest money or any other consideration from any person or persons and the Member/s shall indemnify and shall keep indemnified the Developers against any third party claims of whatsoever nature in respect of his/her/their respective Flat;
- (xi) That the Member/s shall not do any act, whereby the development rights granted to the Developers may prejudicially be affected and/or the development shall be hampered /delayed/obstructed/ stalled;
- (xii) During the construction of the said New Building, no hindsance and/or obstruction will be caused by any Member/s
- obligations/costs for redevelopment of the said Property, the
 Member/s shall not do any acts, deeds, matters or things
 whereby and by reason whereof the right of the Developers
 shall be prejudicially affected.

20. RIGHTS AND OBLIGATIONS OF THE SOCIETY:

20.1 To ensure that from the date hereof, no Member shall deal with and/or encumber his/her/their Flats or enter into an agreement for development of the said Property or any part thereof or do or omit to be

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done any acts, deeds, matters or things which shall vitiate the title to the said Property.

- 20.2 The Society/Members shall pay all rates, cess, taxes, and outgoings in respect of the said Property until the date of the last Member vacating his/her/their Flats and the license to enter the said Property is granted to the Developers for the purpose of re-development as contemplated herein.
- 20.3 The PMC of Society will have the right to physically measure the Members New Flats. In the event if, the physically measured area of the Member/s New Flat is decreased by not more than 1%, then the Developers shall not be required to compensate the Member/s for such decreased area. In the event if, the physically measured area is decreased by more than 1% then the concerned Member shall be compensated by the Developers for such decreased area at rate of Rs. 25,000/- (Rupees Twenty Five Thousand Only) per sq. ft. carpet area. It is further clarified that notwithstanding what is stated hereinabove, irrespective of the physically measured area, there shall be no reduction in area in the plans submitted to be sanctioned by the MCGM, in respect of the Members' New Flats as herein agreed.
- 20.4 So long as the Developers continue to perform its obligations towards the Society and its Members, the Society and/or its Members shall not in any way cause any hindrance and/or obstruction and/or interruption in the construction and redevelopment work carried out by the Developers and Members shall not do or omit to do any acts, matters or things whereby the Developers shall be prevented from carrying out the redevelopment of the said Property as contemplated herein.

The Society and/or its Members shall not claim or demand any additional consideration by whatever name called for any reason whatsoever from the Developers at any time after execution hereof and that the consideration (including the hardship compensation and constructed Flat of agreed area free of cost) along with all the amenities agreed to be given under these presents and other benefits as set out hereinabove is full and final consideration which the Members of the Society are entitled to receive from the Developers for the grant

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of development rights to the Developers by the Society under these presents.

- 20.6 The Society will comply with all the provisions of the Maharashtra Cooperative Societies Act, 1960 (the said Act) and comply with all its statutory obligations there under and will not do any act, deed, matter or thing in contravention of the provisions of the said Act, the Rules made there under and its Bye-laws or any acts of omission or commission which will be prejudicial to the interest of the Developers.
- 20.7 The Society shall at the request and cost of the Developers as and when called upon by the Developers shall sign and execute all such forms, declarations and documents for submitting the plans to or obtaining sanctions and approvals of plans from the MCGM and other Concerned Authorities in respect of the development of the said Property as per the terms hereof. The Society do hereby further declare and undertake that they will from time to time and at all times hereafter at the request and costs of the Developers, execute or cause to be executed all such further instruments and documents and all other acts, deeds, matters, things, and assurances in law whatsoever together with all applications, letters and communications that may be required to be addressed to the Competent Authority.
- 20.8 After the Developers offer possession of the Members New Harris he Members as per the terms of this Development Agreement, the Members alone shall be liable to pay the taxes and outgoings of his/her/their respective New Flats.
- 20.9 The Society do hereby declare and undertake that the Society shalf admit all the prospective purchaser/s of Developers Flats as its member/s and also admit the Developers as member/s of the Society in respect of any unsold flats. In such event the Developers shall also be liable to contribute to the corpus contribution and deposit the advance maintenance charges in respect of the unsold flats in respect whereof such membership has been granted and shall be entitled to recover the same from the prospective purchaser as and when the said unsold flat is sold to any such prospective purchaser.

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- 20.10 The Developers shall become members of the Society in respect of any unsold flats out of the Developers Entitlement, in which case upon the Developers subsequently selling any such flats to prospective purchasers, the Society shall admit such prospective purchaser/s as member/s of the Society without charging any transfer charges/transfer fees from the Developers or such prospective purchasers. It is clarified that subsequent sales made by the transferees of the Developers i.e. prospective purchaser will attract regular transfer fees/charges as per the norms of the Society subject to clause 4.5 hereinabove.
- 20.11 The Society do hereby declare and undertake that they shall not disturb and/or cancel the Developers' Car Parking Spaces allotted by the Developers in favour of the prospective purchaser/s in future and such car parking spaces shall be construed to be attached to and/or appurtenant to the Flats of the Prospective Purchaser/s forming part of the Developers Premises.

21. RIGHTS AND OBGLIGATIONS OF THE DEVELOPERS: -

21.1 The Developers shall get the plans prepared from the Architects appointed by them to be submitted to the MCGM in the name of the Society. The cost for getting the plans sanctioned/approved from MCGM along with incidental costs, RCC Consultant fees, premiums and/or deposits and all other professional fees will be entirely borne by the Developers alone.

21.2

The Developers shall at their own costs and expenses acquire and load on the said Property full Transferable Development Rights (TDR) in the name of the Society from open market and shall also pay the requisite premium for procuring fungible compensatory FSI (with or without premium) and premia for the procurement and utilization of any other FSI subject to clause 2.1 (v) and 4.5 hereinabove as per the prevailing rules and regulations and utilize the same for construction on the said Property.

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The entire expenses for obtaining all approvals including IOD, CC, IDR, OC, and BCC shall be borne and paid by the Developers

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Alone and the Society/Members shall not be called upon to contribute any amount for the same.

- After the members vacate his/her/their respective Flats and handover possession of the same to the Society and the Society in turn grant license to the Developers to enter upon the said Property the Developers shall be entitled to demolish the said Building. The debris of the said Building shall be disposed of by the Developers without any reference and/or recourse to the Society and/or its Members.
- 21.5 The Developers shall design and construct the building as per Zone III (in reference with 2002) and shall produce, design and certify from the structural engineer and the structure shall be strong enough for utilization of additional F.S.I. in the future. It is clarified however, that any additional FSI beyond the Development Potential agreed to be utilized by virtue of these presents, shall be utilized by the Society and Developers as per the terms agreed herein in Clause 4.5 hereinabove. However, the same shall always belong to the Society.
- The Developers shall design and use all applicable material and construct the said New building as per NATIO AUBBILL DING CODE/ ISI CODES in practice. The Developers shall comply with and procure all clearances/ permissions from the MCGM, CFQ.

 Aviation and/or any other Concerned Authorities to ensure smooth functioning of the construction work. The necessary charges premiums, deposits, payments for obtaining the permissions shall be borne by the Developers. If any penalty is to be paid to the Concerned Authorities, then the same shall be entirely borne and paid by the Developers and the progress of the work shall not be hampered on account of the same.
- 21.7 The Developers shall carry on and complete the development and construction on the said Property at their own risk, costs and expenses and strictly in accordance with the plans and

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specifications as may be duly sanctioned and approved by the MCGM on or before the said Completion Date. The Developers shall, in the course of construction of the said New Building, duly perform, observe and comply with all the terms and conditions which may be imposed upon the Developers while sanctioning the building plans by MCGM and other Concerned Authorities.

- 21.8 The Developers shall strictly adhere to the rules and regulations of MCGM and all other Concerned Authorities while constructing the said New Building on the said Plots.
- 21.9 The Developers shall not sell any Flats of the Developers Entitlement to any person/s who is/are considered to be the antisocial characters and/ or persons intending to conduct commercial activities from the residential premises.
- 21.10 Commercial use will be considered of no nuisance type for use in Residential cum Commercial premises. The nature and use of Saleable Commercial Component will permitted / allowed in case of Bars & Restaurants, Wine Shop, Hotel/Shop selling any kind of Non-Vegetarian items, Hospital/Nursing Home (except Polyclinics/ Doctors Consulting Rooms/ Out Patient Department (OPD)/ Daycare facilities). Coaching/Musical classes and Automobile Service Station. Further, the Developers shall ensure that nature of use of this component of work shall not amount to inconvenience, discomfort, nuisance. hazards to public or Society and its members. It shall not create any security problem in premises. While selling this component of work, it is the responsibility on the part of the Developers not to change / alter use of the premises by the purchasers.

The Developers shall pay all taxes as may be leviable on the said
Property from the said Appointed Date till the Members are offered
possession of their respective New Premises in the said New
Building after obtaining full OC from MCGM. The
Society/Members shall bear and pay all the taxes in respect of the
said Property till the said Appointed Date and thereafter, after
receipt of full OC from MCGM and on expiry of the notice period

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of the Notice of Possession. However, even after receipt of full OC from MCGM and expiry of the notice period of the Notice of Possession, the Developers will continue to bear proportionate taxes in respect of the Flats forming part of the Developers Entitlement. The Developers shall pay the proportionate property taxes in respect of the unsold Flats and unallotted car parking spaces. If the Flats remain unsold for a period of 3 months from issuance of OC by MCGM, then the Developers shall become a member of the Society in respect of such unsold Flats however, as and when the Developers sell such Flats to the prospective purchaser/s, the Society shall admit such prospective purchaser/s without claiming any transfer charges either from the Developers or such prospective purchaser/s. It is clarified that subsequent sales made by the transferees of the Developers will attract regular transfer fees/charges as per the norms of the Society. It is further clarified that in addition to the proportionate property taxes the Developers shall also be liable to pay proportionate maintenance charges in respect of such unsold flats from the date of such unsold flats being used and/or occupied or on completion of completion of 3 months from issuance of OC by MCGM, whichever is earlier.

21.12 All expenses, directly or indirectly connected with the redevelopment of the said Property, or incidental thereto that he borne and paid by the Developers and shall include but not be limited to:

- (i) All premiums payable to the MCGM and other Concerned
 Authorities:
- (ii) Payment of LUC tax, IOD deposits, CC charges, Security fees, Scrutiny charges & fees payable to the MCOM and other authorities for obtaining permission for carrying out development work or any amount payable to the authorities by whatever name called for construction/development and completion of the said New Building;
- (iii) Cost of acquiring and loading on the said Plot, TDR / FSI required to be utilized in the said New Building and the

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premium/fees payable to the MCGM for utilizing such TDR / FSI:

- (iv) Premium payable to the MCGM for open area deficiency (if any);
- (v) Fees of Architect, RCC Specialist and other professionals and/or Consultants engaged in carrying out construction/development work. This will also include the fees for preparation of the Building Plans and getting the same approved/sanctioned from the MCGM and also for having amendment to the building plans and for supervising the construction work;
- (vi) Bills of various Contractors / Agencies engaged in construction work:
- (vii) Bills of Suppliers of building materials and all fittings and fixtures:
- (viii) Wages and salaries of workmen, laborers and other people engaged in the construction work including insurance premium (3rd party) for laborers etc.
- (ix) Bills for water and electricity consumed in construction / development work;
- (x) Charges payable to the Concerned Authorities for disconnecting and reconnecting electricity and water, gas, telephone connections, T.V. cables, disc. Etc. connections for the said New Building;
- (xi) All penalties, deficiency payable to the Concerned
 Authorities for getting OC / Building Completion
 Certificate of the said New Building and if the same
 is required, to get the plans passed for the said New
 Building on the said Property;
 - Any premium payable to the MCGM and other Concerned Authorities for obtaining permission for construction of additional areas in the said New Building in lieu of the areas comprising in balcony,

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staircase, lift, bore wells and other common areas of the said New Building. Such premiums, fines, fees, etc. shall be paid directly by the Developers;

- (xiii) Any other costs, charges, deposits, fees, penalties including NA tax, in respect of the said Property.
- (xiv) Professional fees payable to PMC/Architect/ Advocate appointed by the Society to the extent as stated hereinabove.
- 21.13 The common areas such as lift, entrance lobby, top terrace, floor wise lobby, staircase, servant toilets, Refuge areas, compulsory open spaces, Society's Office fitness centre and other amenities if any provided in the said New Building shall belong to the Society, save and except the Members Entitlement and common areas and/or remaining Flats, shall form part of the Developer's Entitlement and the Developers shall be entitled to deal with and/or dispose of the same without any objections and/or obstructions from the Society and its Members and the same shall be binding on the Society and its members.
- 21.14 The Developers agree that all compulsory open spaces left on the ground floor belong to the Society and they will not put up any construction, except U.G. Water Tank, Borewell, rain water harvesting in the common areas in accordance with the relevant provisions of the law.
- 21.15 The Developers shall make their own arrangement for power & water once vacant possession of the Flats are handed over to the Developers (i.e. during the construction phase for the purpose of undertaking the Development Project) up to the time the New Flats are offered to all the Members of the Society. However, the Developers shall be entitled to use tap water for drinking purposes at the Developers own cost and pay the bills thereof as per the meter reading.
- 21.16 For the purpose of redevelopment as contemplated herein, the Developers shall be at liberty to bring its workers, contractors, sub-contractors, engineers, laborers and such other staff and or employees on the said Property including to bring and keep and/or store necessary construction materials/equipment on the said

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Property to start construction as per the terms mentioned herein and the Developers shall be responsible for its removal at its cost after completion of development work as contemplated herein.

- 21.17 All costs, charges and expenses in relation to demolition of the said Building shall be borne and paid by the Developers. The debris and all the materials of the said Building will belong to the Developers.
- 21.18 The Developers do hereby agree that they shall be responsible to obtain and maintain, at their own costs, the requisite amount of Labour Insurance, Project Insurance, including third party and other forms of Insurance as may be mandatory or required and pay premium regularly until the Developers shall complete construction and offer possession of the Members' New Flats as contemplated herein.
- 21.19 The Developers have further agreed that they shall carry out waterproofing in respect of all wet areas of the said New Building including the terrace.
- 21.20 During the entire period of construction, the Developers have agreed to provide an office for the Society, wherein the Society, Members can have monthly meetings jointly with Developers/PMC/Members and can review the progress and meet with an officer in charge to be appointed by the Developers who would be able to answer any /all queries and address all complaints that may be raised by the Members until the construction is completed and the Developers offer possession of the Member New Flats as contemplated herein.

Any refundable deposit which the Developers shall have to pay to MCGM or any Concerned Authorities in relation to the development of the said Property whether in the name of the Developers or in the name of the Society, the Developers alone shall be entitled to get the refund of such deposit directly from the Concerned Authorities. To enable the Developers to obtain the same, the Society shall sign all the writings, applications etc. after the Members are offered possession of their respective New OPremises as may be required by the Developers. In the event, any of such deposit is refunded directly to the Society by such

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authorities; the Society shall reimburse the same to the Developers immediately.

- 21.22 The Developers shall provide amenities in the New Flat and also in the said New Building as per the Annexure "XIII" hereto. It is agreed between the Parties hereto that the Developers and the Society shall at the time of handing over possession of the Members' New Flats recheck and confirm whether the Amenities are provided in the New Flat as per the Amenities List annexed hereto as Annexure "IX". Provided However if within 30 days of taking possession of the respective New Flats if the members bring to the notice of the Developers the defects in the amenities provided in the members New Flats and the said New Building then in such eventuality the Developers shall rectify such defect at their own cost and expenses within 30 days bringing such defects to the Notice of the Developers. It is also agreed that the Developers shall provide the common amenities in the New Building as mentioned in the Annexure-"XII" herein within a period of 4 months from obtaining OC from MCGM.
- 21.23 The Developers shall comply with all the provisions of Maharashtra Co-operative Societies Act, 1960 (Mesaja REB) and comply with all the Statutory obligations the cander and will for do any act, deed, matter or thing in contravention of the provisions of the MCSA, RERA the Rules made there under and amended there to from time to time and/or any acts of omission or commission which is prejudicial to the interest of the parties herein. The Developers alone shall be liable under RERA including as Promoters to the prospective purchasers of the Developers' Plats and the Society or the Members shall have no liability whatsoever either as Members or otherwise howsoever to any person or persons under RERA.
- 21.24 The Developers shall ensure that in the event of any issue regarding water proofing during defect liability period, the Developers shall

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be liable for rectifying such defects at their own cost without any delay or demur.

22. OTHER AGREED TERMS: -

If any Member desires to gift, exchange, sell, transfer or otherwise howsoever his/her/their existing Flat and is/are not interested in participating in the Re-development Project/Scheme, then such Member shall sell his/her/their Flat after obtaining NOC from the said Society. Such Sale/transfer by the Member/s shall be subject to the terms of this Development Agreement and the Intending Purchaser/s Transferee/s shall abide by the terms of this Development Agreement and shall sign and execute a Deed of Confirmation/Deed of Adherence in favour of the Developers and the Society before completing the transaction. The Society shall not transfer such Flat/s in its records unless the Intending Purchaser/s /Transferee/s executes the Deed of Confirmation/Deed of Adherence with the Developers. The Intending Purchaser/s/Transferee/s shall not be entitled to receive further compensation save and except as stated herein the Development Agreement from the Developers or the Society or claim any right traverse to the rights/interest of the Developers.

22.2 If any Member/s is/are desirous of purchasing additional area over and above the area agreed to be provided to him/her/them under these presents by the Developers, then the same shall be sold by the Developers at Rs. 25,000/- per sq.ft RERA Carpet area, provided such Member/s intimates in writing to the Developers about his/her/their intention to purchase additional area prior to the Developers getting the plans approved/sanctioned from MCGM.

In case of demise of any existing Member/s during the subsistence of this Development Agreement, the terms of the Development Agreement shall be binding on his/her/their respective heirs, executors and administrators and heirs and legal representatives of such deceased Members shall abide by this Development Agreement.

In the event if any heirs and legal representatives of the existing

Members claim any right in the Member's New Flat to be provided by

the Developers in lieu of the existing Flats and/or any heirs and legal

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representatives of the existing Members initiate any proceedings and/or implead the Developers herein as a necessary Party in any such proceedings, then the Developers shall abide by the decision of the Court and if the Court directs the Developers herein to handover possession of the said New Flats to the Court Receiver, then the Developers shall handover the possession to the Court Receiver without reference to such heirs and legal representatives of the existing Members and the heirs and legal representatives of existing Members shall not object and/or interfere with the same and upon handing over possession to the Court Receiver or otherwise as directed by the Court, the Developers shall stand fully discharged of the obligation under these presents.

- 22.5 After all the Members vacate their respective Flats the Developers shall be entitled to cover the site by erecting temporary tin sheet fencing and to put up their name boards/ brand name on such sheet fencing. Upon execution hereof the Developers shall at their own cost be entitled to install a name board/s to the effect that the property of the Society is being redeveloped by the Developers. Any taxes, deposits etc. levied by the local authorities for the same shall be borne by the Developers.
- 22.6 The Developers shall, after the construction of the said New Building, be entitled to display their brand name to indicate that the said New Building has been constructed by them on any conspicuous part of the said New Building including the terrace and/or entrance labby and the main gate of the said New Building.
- 22.7 The Developers shall provide certified copies of all the correspondence, applications, and submissions made on behalf of the Society and resultant approvals/sanctions to the society for their records.
- 22.8 The Developers shall construct the sub-station on the portion of the said Property as required by Adani Electricity and/or any other electric company and grant the lease in respect of such portion in Javour of such companies. And for the aforesaid purpose, the Developers shall execute all acts, deeds, documents, writings, undertakings, declarations, affidavits, bond, Letter of Possession etc., and get the

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same registered with the concerned sub-registry on behalf of the Society at their cost.

22.9 In case any existing Member try/(ies) to create any obstacle and/or hindrance in implementation of this redevelopment project, the Developers shall be at liberty to take appropriate legal action at its own cost and consequences and the Society shall extend full cooperation to the Developers in this regard. However, under no circumstance, the redevelopment work shall be stopped by the Developers unless there is a stay granted by the appropriate Court, Forum or Authority.

23. DEFECT LIABILITY: -

23.1 If any defect in the said New Building or the Members New Flats or in the materials used in the construction is brought to the notice of the Developers within a period of 5 years from the date of offering possession to the Members of his/her/their new Flats, such defect shall be rectified by the Developers at their own cost and expenses upon the Society/Members giving access to the Developers or the contractors appointed by the Developers for carrying out repairs in the premises PROVIDED FURTHER such defect liability shall not apply in case any unauthorized alteration and/or modification done by the Member/s to the basic structure as per the plan approved/sanctioned by MCGM accompanying the OC and/or such defects are caused due to negligence of the Members.

23.2 The Society shall be entitled to benefit from the guarantee as may be provided by the Developers in respect of the water proofing of the terrace for a period of ten years and other wet areas the guarantee till the time period of 5 years and the Society shall have recourse to enforce for such recoveries of expenses from the Developers.

MENTS IN RESPECT OF THE DEVELOPER'S ENTITLEMENT:

The Developers shall on their own account have the right to allot, cancel allotment, re-allot, sell the remaining Flats/Car parking Spaces, forming part of their entitlement as they may deem fit and proper and for that purpose to enter into agreements, allotment letters or such other writings or documents in their name and put the purchasers of the Flats

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forming part of the Developers Entitlement in possession of their respective premises on the terms set out herein.

- 24.2 The Developers may enter into Agreements for Sale with prospective purchaser/s in respect of the Flats forming part of the Developers Entitlement PROVIDED HOWEVER that any contract or agreement so entered by the Developers in respect of the Flats forming part of the Developers Entitlement shall be on principal-to-principal basis and not as the agent of the Society or the Members. The Developers shall be entitled to receive and retain with them all the consideration from the person/s to whom the Flats/parking spaces forming part of the Developers Entitlement are sold or allotted as the case may be in the said New Building and to appropriate the same in such manner as the Developers may deem fit and proper. All the consideration, which shall be received by the Developers from such persons, shall belong to the Developers and will be received by them on their own account.
- The Prospective Purchaser/s of the Developers Premises shall be enrolled as Member/s of the Society without transfer charges or donation only on the payment to the Society of (i) Share Money; (ii) Entrance Fees; (iii) Membership Fees, (iv) proportionate Corpus Contribution and 12 months' advance maintenance charges that may be mutually decided by the Society and the Developers as per prevailing Bye-laws and subject to the Prospective Purchaser/s agreeing to abide by the provision of law, rules, regulations and under new adapted bye-laws of the Society.

25. RIGHT TO MORTGAGE: -

Bank/Financial Institution to complete the said New Building by creating a charge only on the Developers Entitlement without affecting and/or mortgaging the Member's Entitlement, and/or the remaining common areas in the New Building belonging to the Society and/or the said Plot or any part thereof. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Developers and neither the Society nor Member's shall be responsible

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for the same. The Society and/or the Member/s shall be deemed to have granted their NOC to the Developers to raise such finance and for creating charge or security/mortgage on the Developers Entitlement. The Society shall upon a request made by the Developers execute all the requisite documents to facilitate the Developers to avail such finance/loan. However, NO charge /lien or any other liability on the said Plot i.e. land of the Society can be created.

25.2 The prospective purchaser/s of the Flats forming part of the Developers Entitlement shall be free to borrow/ avail of housing loan from any financial institutions/bank/ organization/ employer by mortgaging the Flat agreed to be sold to him/her/them. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the prospective purchaser/s availing such loan and neither the Society nor Member/s shall be responsible for the same. The Society and/or the Members shall be deemed to have granted their NOC to the prospective purchaser/s to raise housing loan and for creating charge or security/ mortgage on the Flat purchased by him/her/them. However, the Society shall grant NOC on its letterhead upon request made by the Developers /prospective purchaser/s, as the case may be. The Developers shall mark the lien and inform the Society at the time of admitting the prospective purchaser/s as members of the Society and the Developers shall also cause the Society to mark the lien. The Developers shall make all the necessary documents available to the prospective purchaser/s including NOC on their letterhead in the format as may be required by bank, financial institution/employer.

IGNMENT:

However, the Developers alone shall be responsible to complete the construction of new building as contemplated under this agreement and shall be answerable to the Society till completion of the project as per the terms and conditions as set out in the Development Agreement.

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27. INDEMNITY: -

27.1 INDEMNITY OF SOCIETY: -

the statements, declarations and representations as given hereinabove, the Developers have agreed to enter into this Development Agreement to acquire the development rights in respect of the said Property and redevelop the same as per the plans and specifications sanctioned/ approved by MCGM, and shall incur huge expenses and shall pay consideration to its Members. The Society do hereby indemnify and shall keep indemnified the Developers from and against all losses, costs, charges and expenses suffered and/or incurred by the Developers due to any litigations, claims, demands raised by any third party and/or as a result of any of the statements, representations, assurances, confirmations herein contained being untrue or incorrect and/or challenging the authority of the Society to grant development rights in favour of the Developers.

27.2 INDEMNITY OF MEMBERS: -

- 27.2.1 The Member/s is/are aware of the fact that relying on the correctness of all the statements, declarations and representations passes are hereinabove, the Developers have agreed to enter into this agreement to acquire the development rights in respect of the said Property and redevelop the same as per the plans and specifications sanctioned approved by MCGM, and shall incur huge expenses and shall pay consideration to the Member/s.
- 27.2.2 The Member/s doth/do hereby indemnify and shall keep the Developers indemnified against all losses, charges, costs and expenses which the Developers may suffer or incur due to any proceedings initiated by any third party claiming any right, title and interest in respect of the Flats and the shares of the Member/s AND against all losses, costs, charges and expenses which the Developers may suffer or incur due to any proceedings initiated by any Competent Authority which would prejudicially affect the development rights granted to the

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Developers under these presents and/or which would result in stoppage of work due to any adverse order passed in any such proceedings initiated against the Member/s AND against all losses, costs, charges and expenses which the Developers may suffer or incur due to any proceedings required to be initiated against any banks and/or financial institutions and/or private/individual money lenders due to refusal of grant NOC to the Developers which would prejudicially affect the development rights granted to the Developers.

27.3 INDEMNITY OF DEVELOPERS: -

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27.3.1 The Developers are aware of the fact that relying on the correctness of all the statements, declarations and representations as given hereinabove by the Developers, the Members and the Society have agreed to vacate their respective flats and the said Property and hand over the same to the Developers to demolish the existing building and construct a new building thereon and have agreed to enter into this agreement to grant the development rights in respect of the said Property.

The Developers shall in the course of the construction and completion of the said New Building, do all lawful acts and things required by law and perform the works in conformity in all respects as per the provisions of the Statutes applicable thereto and the byelaws and the rules and regulations of the MCGM, DCPR, 2034 and the Rules and Regulations of any other public body or local authority or other authorities having jurisdiction to regulate the same and shall throughout keep the Society and its Members saved, harmless, defended and indemnified of, from and against all claims for the fees, charges, fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the Concerned Authorities in respect of the said work or of anything done or caused to be done or omitted to be done by the Developers pursuant to the authority granted under these presents by the Society and shall generally and from time to time discharge and pay all rates, faxes, deposits, assessments, municipal taxes, land revenue, water charges, electricity charges and other dues, impositions and burdens

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Statutes or otherwise relating to the said Property as and when they shall become due and/or payable irrespective of when the same shall become due and/or payable and even if the same is demanded or becomes due and/or payable at any time after the completion of the redevelopment as long as the same is pursuant to and relatable to the redevelopment of the said Property pursuant to this Agreement and the Developers shall keep the Society, its Member/s indemnified of, from and against the payments thereof PROVIDED HOWEVER, the liability for the payments by the Developers under this clause shall commence from the execution hereof and the same shall continue till the date of procuring OC from MCGM in respect of the New Building to be constructed on the said Plot although the demand may be raised at a later stage.

28. OTHER TERMS: -

- 28.1 The Developers shall construct well designed compound wall/fencing as per specification of MCGM to give good effect to the building.
- 28.2 This Agreement shall, to the extent they are statutory, always be subject to the provisions contained in The Maharashtra Real Estate (Regulations and Development) Act, 2016 and Rules made thereunder and any other provisions of Law Applicable, thereto.
- 28.3 This Agreement shall be executed in singular. The original Agreement adequately stamped and registered under law shall be retained by the Developers and the certified true copy of the said Agreement shall be handed over to the Society for its record and a scanned copy of the sante shall be provided to the Managing Committee of the Society who shall in turn forward the same to the Members.

28.4 This Agreement shall be binding upon and enure to the benefit of each of the Parties hereto.

28.5 No modification, amendment or waiver of any of the provisions of this

Agreement shall be effective unless made in writing specifically referring
to this Agreement and duly signed by the Parties hereto.

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- 28.6 This Agreement constitutes the entire arrangement between the Parties hereto and all previous agreements, arrangements, understandings pertaining to this Agreement are hereby terminated and superseded and shall not survive after the execution of this Agreement.
- 28.7 This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or relationship between the parties hereto other than expressly provided by this Agreement. Neither Party shall have nor represent that it has, any authority to make any commitment on behalf of the other Party.
- 28.8 In the event if any of the Member/s is/are desirous of having additional amenities in the New Flat/floor rise etc. then in such an eventuality the Developers shall provide the same at the additional cost to be borne by such Member Provided however, the amenities/floor rise etc. of the Members' New Flat of the other Members as agreed to be provided herein shall not be changed under any circumstances.

29. BRANDING AND ADVERTISING:

The Developers shall be entitled to do branding and advertising of the project in the manner they deem fit and proper without any obstruction/hindrance from the Society/its members subject however to the terms and conditions specified in that behalf in these presents.

30. NOTICES: -

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All notices (except service of legal process) to be given or sent to the Developers and/or Society and/or Members as contemplated by this Agreement shall be in writing and shall be deemed to have been duly served if the Developers and/or Society and/or Members by Registered Past and or by any other effective mode of service at their respective address specified above or such other address as the Developers and/or Society and/or Members may from time to time notify in writing to the Developers and/or Society and/or Members as being their address for service for the purpose of this Agreement. Such notice or other communication and must be delivered at the address and the email address of the addresses specified below:-

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For the Society/Member:

SYNDICATE BANK EMPLOYEES ADARSH CHSL

5/624, Kastur Park, Shimpoli Road, Borivali (West), Mumbai - 400 092

Attn: Santosh Waingankar, Madhav Prabhu & Arvind Kamath

Email id: sbeadarshchs@gmail.com

For the Developers:

MODISPACES REAL ESTATE PRIVATE LIMITED

Plot No.7, Ashok Nagar Society,

N.S Road No.11, Juhu Scheme,

Vile Parle (West), Mumbai - 400 049

Attn: ANAND MODI

Email id: ANAND@MODISPACES.COM

- 30.2 A notice shall be deemed to have been served as follows:
 - 30.2.1 if personally delivered, at the time of delivery (against acknowledgement of receipt) and provided that a copy thereof is also sent by email to the email address provided;
 - 30.2.2 if sent by registered post or courier, at the time of delivery thereof to the person receiving the same provided that a copy thereof is also sent by email to the email address provided.

31. PARTIAL INVALIDITY / SEVERABILITY:

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

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32. WAIVER:

The failure of any Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the Parties hereto. The Parties acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by the Parties hereto including the Society, Members and the Developers waiving such term or provision.

33. MISCELLANEOUS: -

- 33.1 The Developers shall not put any additional constructions on the Society's plot of land other than what is sanctioned by the MCGM.
- 33.2 For all Professional Fees of this Project shall be borne by Developers only.
- 33.3 The Developers shall sell the Flats forming part of the Developers Entitlement to the Prospective Purchaser/s from good background without any criminal records.
- 33.4 The permitted use of the Premises comprised in the said New Building shall be for commercial cum residential.

33.5 The clear height of the New Flats in the said New Building shall be 3.05 meters (floor to floor).

The terms and conditions mentioned above are subject to MCGM rules as on date and any variation necessary due to amendment of rule would be done after mutual consent.

The Developers agree that in addition to the amenities that will be provided by them under these presents, Developers will further provide to the Society free of cost amenities as per discussions and agreement with the managing committee members from time to time.

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34. DISPUTE RESOLUTION: -

- 34.1 The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall, at all times, act in good faith, and make attempts to resolve all differences however arising out of or in connection with this Agreement by discussion within 60 days.
- 34.2 In the event if the Parties hereto could not succeed in resolving the dispute and differences then the courts in Mumbai or MahaRERA alone shall have jurisdiction to try, entertain and dispose of such dispute.

35. SPECIFIC PERFORMANCE: -

In case of any party committing breach of this Agreement, the aggrieved party shall be entitled to the specific performance of this Agreement together withall cost, charges, expenses and damages in relation thereto.

36. STAMP DUTY AND OUT OF POCKET EXPENSES: -

- 36.1 The stamp duty and registration charges payable on this Development Agreement, the Power of Attorney and all other ancillary documents including the Individual Agreement/Permanent Alternate Accommodation Agreement for the Members' New Premises including the additional free area agreed to be given by the Developers to the Members free of cost under the terms of this Agreement shall be bother and paid by the Developers.
- 36.2 However, the stamp duty and proportionate registration charges on area if any, agreed to be purchased by the Members shall be borne and paid by such Members.
- 36.3 As regards GST, if applicable on Members' New Flats is hereby agreed between the parties the Developers shall be liable to pay the GST if applicable to the Members' New Flats (i.e., area of the existing Flat plus the area over and above the Members' Existing Flats). If the Developers get input benefits of GST or GST credit on materials purchase etc., then such input credit/benefit proportionate to the areas of the Members' New

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Flats shall be passed on to the Members and the balance GST if any shall be borne by the Members.

37. NO PARTNERSHIP OR A JOINT VENTURE:

- a. This Agreement does not constitute a Partnership and/or a joint venture between the parties hereto. Each of the parties hereto shall be liable to pay and discharge their respective liabilities and debts including their respective income-tax liabilities and each shall indemnify and keep indemnified the other therefrom.
- b. The arrangement set out under this Agreement shall not be deemed to be or construed as Partnership and each party shall be filing their income tax returns separately.

38. TERMINATION:-

38.1 If the Developers are unable to complete the Construction and handover possession to the existing Members of the Society within 30 months (which includes the completion period of 24 months plus Grace Period of 6 months) then and in that event, the Society without prejudice to what is stated hereinabove, shall be entitled to terminate this Agreement and shall be entitled to appoint any other Contractor/Developer as they deem fit and proper, without any objection and/or Obstruction from the Developers herein and without any reimbursement to the Developers of the cost incurred by the Developers from time to time on the project.

38.2 Upon termination, the Developers shall forthwith cease to carry out the construction of the New Building on the Plot and the Developers shall not be liable to bear liquidated damages as set out in clause 11.7;

The Developers shall remove its signage, hoardings etc., from the Plot and said New Building;

It is clarified that upon such termination, the development rights and all other rights of the Developers hereunder shall stand absolutely determined and accordingly, the Developers shall have no right, title and interest, share, claim, or demand in to or upon the Property, New Building and/or part thereof and/or under this Development Agreement and/or otherwise against the Society and /or Members in any manner whatsoever and howsoever arising (including inter alia to recover any expenses or amounts incurred by the Developers in respect of the said Property (or

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construction thereof) and/or pursuant to this Development Agreement or otherwise and the Developers shall handover all the documents provided to the Developers by the Society to the Society within a period of 15 days from receipt of the notice thereof.

IN WITNESS WHEREOF the parties have subscribed their hands on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

[Description of the said Property]

All that piece and parcel of Plot of land bearing Final Plot No. 620B of TPS III and bearing sub-Plot No. 5 admeasuring in aggregate 903.25 sq.mtrs. bearing CTS No. 511/31 of Village Borivali, Taluka Borivali in the Registration District of Mumbai Suburban together with the building standing thereon known as Address comprising ground and 3 upper floors consisting of 16 residential flats situate (ping and being together with Road Borivali (West), Mumbai -400 32 and the Plot is bounded as follows:

On or towards North: Kastur Park Road;

On or towards South: Om Satyavinayak Chsl;

On or towards West: Krishna Koyna Chsl;

On or towards East: Nirdhar Chsl.

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THE SECOND SCHEDULE ABOVE REFERRED TO: (LIST OF MEMBERS)

Sr No.	Name of the Member	Details of Flat /Wing /Floor	Share Certificate	Existing Area of the Flat	
1.	Mr. Ganesh G Kamath	A/1, Gr. Floor	Certificate No: 4 Dist. Nos.: 16 to 20 Date: 25-07-2002	635	
2. Mr. Santosh G Waingankar		A/2, Gr. Floor	Certificate No: 11 Dist. Nos.: 51 to 55 Date: 15-05-2011	649	

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Sr No. Name of the Member 3. Mr. Pundalika R Prabhu		Details of Flat /Wing/Floor	Share Certificate	Existing Area of the Flat	
		A/3, 1 st Floor Certificate No: 1 Dist. Nos.: 1 to 5 Date: 15-05-1975		735	
4.	Mr. Madhav V Prabhu	A/4, 1st Floor	Certificate No: 13 Dist. Nos.: 61 to 65 Date: 29-10-2006	718.50	
5.	Mrs. Pushpa Salian	A/5, 2 nd Floor	Certificate No: 2 Dist. Nos.: 6 to 10 Date: 14-08-2015	735	
6. Mr. Vishwanath T Prabhu and Mrs. Veena Vishwanath Prabhu		A/6, 2 nd Floor Certificate No: 7 Dist. Nos.: 31 to 35 Date: 15-07-2007		718.50	
7.	Mr. B Ganesh Pai	A/7, 3 rd Floor Certificate No: 3 Dist. Nos.: 11 to 15 Date: 15-05-1975		735	
8.	Ms. Janice Goveas D'Souza	A/8, 3 rd Floor	Certificate No: 12 Dist. Nos.: 56 to 60 Date: 09-12-2010	718.50	
9. EGICTRAP	Mr. Vinodkumar Mulkraj Arora and Mrs. Sudarshankumari Winodkumar Arora	B/1, Gr. Floor	Certificate No: 15 Dist. Nos.: 71 to 75 Date: 24-02-2005	646	
10.	Mr. Manilal Gagulal Simaria and Mrs. Bharati Manilal Simaria	B/2, Gr. Floor	Certificate No: 6 Dist. Nos.: 26 to 30 Date: 08-02-2010	639	
H. 19/	Mr. Arvind T Kamath	B/3, 1 st Floor	Certificate No: 16 Dist. Nos.: 76 to 80 Date: 15-05-2011	722.50	

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Sr No. Name of the Member		Details of Flat /Wing/Floor	Share Certificate	Existing Area of the Flat	
12.	Mr. Ritesh R Kamath	B/4, 1 st Floor	Certificate No: 5 Dist. Nos.: 21 to 25 Date: 05-06-2022	729	
13.	Mr. H Pandurang Prabhu	B/5, 2 nd Floor	Certificate No: 10 Dist. Nos.: 46 to 50 Date: 23-02-2003	722.50	
14.	Mr. M Pandurang Bhat	B/6, 2 nd Floor	Certificate No: 9 Dist. Nos.: 41 to 45 Date: 15-05-1975	729	
15.	Mr. Deepak Yeshwant Tawade and Mrs. Madhavi Deepak Tawade	B/7, 3 rd Floor	Certificate No: 14 Dist. Nos.: 66 to 70 Date: 25-07-2002	722.50	
16.	Mr. Venkatesh R Padiyar	B/8, 3 rd Floor	Dist. Nos.: 36 to 49 Date: 01-11-2012	France, of the control of the contro	

THE THIRD SCHEDULE ABOVE REFERRED TO: (Description of the Developers Premises and Exclusive Amenities)

A Commercial Premises admeasuring 914 sq.ft. RERA carpet area on the ground floor and 1016 sq.ft RERA Carpet area on the 1st floor of the New Bui constructed on the Plot of land more particularly described in the First Schedule

GETTMLI STAVISH STATE hereinabove together with exclusive right to use, enjoy and occupy amenity such as lobby, lift, staircase leading to the said Developers' Commercial Premises in the said DIRECTOR New Building.

> COMMON SEAL of the withinnamed "SOCIETY"

SYNDICATE BANK EMPLOYEES

ADARSH CO-OPERATIVE HOUSING SOCIETY LIMITED

pursuant to the Resolution passed by the

200



Meeting held on 21st February 2024 Authorizing the following Office bearers) from members of the Managing Committee namely (1) Santosh G Waingankar (Hon. Chairman) (2) Madhay V Prabhu (Hon. Secretary) (3) Arvind T Kamath (Hon. Treasurer) to execute these presents in the presence of ... COMMON SEAL by the within named "DEVELOPERS") MODISPACES REAL ESTATE PRIVATE LIMITED is hereunto affixed pursuant to the Resolution passed by the) Board of Directors in the meeting held on 25th June, 2018 in presence of its Director, Anand Modi who in token thereof has put his hand to these present in the presence of Witnesses: 4492

Members at its Special General Body







For MODISPACES REAL-ESTATE PRIVATE LIMITED

Amend Mach'



मालमत्ता पत्रक



ULPIN: 53330095180

[महाराष्ट्र जमीन महसूल (गाव, नगर व शहर मुमापन) नियम, १९६९ यातील नियम ७ नमुना "ड"]

गाव/पेठ : बोरीवली-TP03		तालुका/न.शू.क	ा.:नगर भूगापन अधिका	री,बोरीवली जिल्हा: गुंबई उपनगर	
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पहेदार :		
इतर भार:		
इसर शेरे :		

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	ए निक्रक । पनिका अवसी नॉव्य २०१५, पूर्ण दिनाक १६/०३/२०१५ व इक डील आदेश क न.मू.			174117
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	वर्शक मात्र भी, मी दाखल केले			न भू अ बोरीवर्ली

हि मिळकत पंजिक (दिनोक **68/02/2059 12:02:00 AM** रोजी) दिनिटल स्वासरी केली असल्यामुळे त्यावर कोणत्याही सही शिककारी आवश्यकता नाही.

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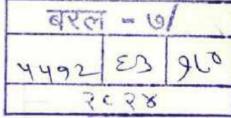
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Page 1 of 1



ADARSH CO-OP. HOUSING SOCIETY LTD.

(Regd. No. HSG/4717/76)

5/624, Kastur Park, Shimpoli Road, Borivali (West), Mumbai - 400 092

Ref. No.:

Date:

Date: 23rd June 2023

To.

M/s. MODISPACES REAL ESTATE PRIVATE LIMITED,

Prem Sagar, 57 Swasthik CHS, N S Road No. 3, Juhu Scheme, Mumbai – 400 056.

Kind Attn: Mr. Anand Modi

Sub: Appointment as Developer for Redevelopment of our Society property having Plot area of 903.00 sq. mts and having 16 members consuming carpet area of 11,287.00 sq. ft through this Letter of Intent.

Ref:

- 1. 1st Offer Dated: 07.01.2022
- Final Offer Dated: 20.05.2023
- 3. Resolution taken in Special General Body Meeting Dated: 11.06.2023

Dear Sir,

Our Society is pleased to inform you that in the Special General Body Meeting held on 11.06.2023, your organisation, M/s. Modispaces Real Estate Private Ltd. has been unanimously selected as Developer for the smooth Redevelopment of our society's building by all 16 Members present for the said meeting out of the total strength of 16 members. You are hereby appointed as the Developer for undertaking redevelopment of the Society's Property as per the terms of your Final Offer letter dated 20th May, 2023 and a copy of the resolution is attached below as Annexure 1.

This Special Ceneral Body Meeting was conducted in the presence of our appointed PMC i.e.

The Spinary Designers and the present members unanimously provided their consent for the selection of Voor organisation M/s. Modispaces Real Estate Private Ltd. as Developer for Jedevelopment of our Society's Building as per your final basic offer given as below.

*Extra MOFA Carpet Area: 32% on existing carpet area including door jambs.

Hardship Compensation Fund - Rs.500/- on existing carpet area including door jambs.



SYNDICATE BANK EMPLOYEES ADARSH CO-OP. HOUSING SOCIETY LTD.

(Regd. No. HSG/4717/76)

5/624, Kastur Park, Shimpoli Road, Borivali (West), Mumbai - 400 092

Ref. No. :

Date:

- 3) Rent: Rs.60/- per sq. ft. on existing carpet area to each member per month for 1st year and 10% increment every year till possession.
- 4) Brokerage: 2 month rent every year as per above rent.
- 5) Shifting: Rs. 20,000/- per members to & fro.
- 6) Bank Guarantee: 2 Cr. / Lien of 2 Nos. of 2BHK saleable flats in the name of the Society.
- 7) Car Parking: All members of the Society will be provided 1 Nos. of car parking space. The said parking will be adjusted with official MCGM parking in stack parking system on stilt and/or podium floor. You also assure that you will not create any kind of heavy mechanized parking systems like Tower Car Parking, Pit-Puzzle Parking etc.
- 8) Amenities: You shall provide amenities to the Society members as mutually agreed in Development Agreement.

We request you to kindly furnish the formats of the documents required to take the process further including the draft of Individual Consent, Common Consent, development Agreement and Power of Attorney etc. We also require that you expedite the process of redevelopment of our society building as a standalone building as per MCGM regulation of 33 (7) B only.

This Letter Of Intent (LOI) is a formal expression of interest and neither party will have any rights till the Development Agreement is executed.

Thanking You

Yours Truly

For and on behalf of

adhav Prabhu - Hon. Secretary

Syndicate Bank Employees Adarsh Cooperative Housing Society

Santosh Waingankar - Chairman

191

ADARSH CO-OP. HOUSING SOCIETY LTD.

(Regd. No. HSG/4717/76)

5/624, Kastur Park, Shimpoli Road, Borivali (West), Mumbai - 400 092

Ref. No. :

Date:

Resolution passed in the Special General Meeting held on 11th June 2023:

RESOLUTION

"RESOLVED that the revised proposal cum offer dated 20th May, 2023 under regulation 33 (7) B of Development Control and Promotion Regulation, 2023 (DCPR) by M/s Modispaces Real Estate Pvt. Ltd. be and is hereby accepted unanimously by the members present and those members who attended virtually and for the said purpose the Managing Committee is hereby authorized to issue fresh Appointment letter/LOI etc. in favour of Modispaces as may be advised to them for and on behalf of the Society."

Proposed: H P Prabhu Seconded: Ramdas P Prabhu

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SYNDICATE BANK EMPLOYEES ADARSA CO-OP. HSG. SOC. LTD.

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Chairman

Secretary

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SYNDICATE BANK EMPLOYEES

ADARSH CO-OP. HOUSING SOCIETY LTD.

(Regd. No. HSG/4717/76)

5/624, Kastur Park, Shimpoli Road, Borivali (West), Mumbai - 400 092

Ref. No. :

Date:

Date: 23rd June 2023

24/06/2023

To,

M/s. MODISPACES REAL ESTATE PRIVATE LIMITED,

Prem Sagar, 57 Swasthik CHS, N S Road No. 3, Juhu Scheme, Mumbai – 400 056.

Kind Attn: Mr. Anand Modi

Sub: Appointment as Developer for Redevelopment of our Society property having Plot area of 903.00 sq. mts and having 16 members consuming carpet area of 11,287.00 sq. ft through this Letter of Intent.

Ref:

- 1. 1st Offer Dated: 07.01.2022
- 2. Final Offer Dated: 29.05.2023
- 3. Resolution taken in Special General Body Meeting Dated: 11.06.2023

Dear Sir,

Our Society is pleased to inform you that in the Special General Body Meeting held on 11.06.2023, your organisation, M/s. Modispaces Real Estate Private Ltd. a. Subsection unanimously selected as Developer for the smooth Redevelopment of our society building by all 16 Members present for the said meeting out of the total strength of 16 members. Your are hereby appointed as the Developer for undertaking redevelopment of the Society's Property as per the terms of your Final Offer letter dated 20th May, 2023 and a copy of the resolution is attached below as Annexure 1.

anducted in the presence of our appointed PMC i.e.

The Sphinx Designers. All the present mediated their consent for the selection of your organisation M/s. Modispaces Real Estate Private Ltd. as Developer for Redevelopment of our Society's Building as per your final basic offer given as below.

Extra MOFA Carpet Area: 32% on existing carpet area including door jambs. 2023
 Hardship Compensation Fund – Rs.500/- on existing carpet area including door jambs.

SYNDICATE BANK EMPLOYEES ADARSH CO-OP. HOUSING SOCIETY LTD.

(Regd. No. HSG/4717/76)

5/624, Kastur Park, Shimpoli Hoad, Bonvali (vvest), Wulliou - 400 000

Ref. No.:

Date:

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- 4) Brokerage: 2 month rent every year as per above rent.
- 5) Shifting: Rs. 20,000/- per members to & fro.
- 6) Bank Guarantee: 2 Cr. / Lien of 2 Nos. of 2BHK saleable flats in the name of the Society.
- Car Parking: All members of the Society will be provided 1 Nos. of car parking space. The said parking will be adjusted with official MCGM parking in stack parking system on stilt and/or podium floor. You also assure that you will not create any kind of heavy mechanized parking systems like Tower Car Parking, Pit-Puzzle Parking etc.
- 8) Amenities: You shall provide amenities to the Society members as mutually agreed in Development Agreement.

We request you to kindly furnish the formats of the documents required to take the process further including the draft of Individual Consent, Common Consent, development Agreement and Power of Attorney etc. We also require that you expedite the process of redevelopment of our society building as a standalone building as per MCGM regulation of 33 (7) B only.

This Letter Of Intent (LOI) is a formal expression of interest and neither party will have any rights till the Development Agreement is executed.

Thanking You

Yours Truly

For and on behalf of

Syndicate Bank Employees Adarsh Cooperative Housing Society

Hon. Secretary

Santosh Waingankar – Chairman

SYNDICATE BANK EMPLOYEES ADARSH CO-OP. HOUSING SOCIETY LTD.

(Regd. No. HSG/4717/76)

5/624, Kastur Park, Shimpoli Road, Borivali ('West), Mumbai - 400 092

Ref. No.:

Date:

Resolution passed in the Special General Meeting held on 11th June 2023:

RESOLUTION

"RESOLVED that the revised proposal cum offer dated 20th May, 2023 under regulation 33 (7) B of Development Control and Promotion Regulation, 2023 (DCPR) by M/s Modispaces Real Estate Pvt. Ltd. be and is hereby accepted unanimously by the members present and those members who attended virtually and for the said purpose the Managing Committee is hereby authorized to issue fresh Appointment letter/LGI etc. in favour of Modispaces as may be advised to them for and on behalf of the Society."

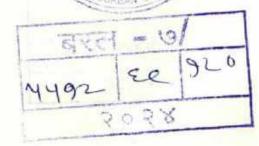
Proposed: H P Prabhu Seconded: Ramdas P Prabhu

Reg. No.
HSG/471/77
Bortroll West
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SYMBICATE BINX EMPLOYEES ADARSH COTOR, HSG. 50C, LTD.

Secretary

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ADARSH CO-OP. HOUSING SOCIETY LTD.

(Regd. No. HSG/4717/76)

5/624, Kastur Park, Shimpoli Road, Borivali (West), Mumbai - 400 092

Ret. No. :

Date:

TO WHOMSOVER IT MAY CONCERN

The following resolution was passed in the Special General Meeting held on 21st February, 2024.

RESOLUTION

"RESOLVED that the Managing Committee Members of the Society namely (1) Santosh Waingankar, Chairman, (2) Madhav V Prabhu, Secretary and (3) Arvind Kamath, Treasurer are hereby authorized to execute and admit execution Development Agreement and Power of Attorney and all other incidental documents related to the redevelopment of the Society's Property thereof."

Proposed: H Pandurang Prabhu Seconded: Ramdas Prabhu



GENERATE BANK EMPLOYEES ADARSH

Secretary

Treasurer



ANNUAL/SPECIAL GENERAL

वार्षिक / विशेष सर्वसाधारण

Meeting No / 71711 7. SGM - 2022

Date/लारीख 17 .9 . 2022

MINUTES OF THE SPECIAL GENERAL MEETING (SGM) HELD ON 17¹²⁸ SEPTEMBER, 2022.

As the Chairman Mr. Ganesh Kamath was out of town due to personal work and expressed his inability to attend the meeting, the Secretary invited the Senior Member of the society, Mr. H. Pandurang Prabhu to preside over the Special General Meeting held on Saturday, 17th September, 2022 which was supported by all members.

Mr. H. Pandurang Prabhu agreed and presided over the meeting.

AGENDA Item No. 1 - Appointment of PMC

Secretary Mr. Madhav Prabhu, while explaining the purpose of the Special General Meeting, explained that meetings and discussions for the Redevelopment of our building have been going on for the last 7/8 years and it is time to step ahead and appoint a Project Management Consultant for our development process which is the first requirement under the regulations.

The Secretary also put forth the following names of Project Management consultants, who had sent their profiles and had either given presentations had discussions with the members:

- a) Harshad More, Structural Engineers & Project Management Consultants;
- b) Jeegar Tanna, Engineers & Developers and Project Management Consultants;
- c) M/s TANISHK Consultants, Mangesh Navale, Civil Engineer & Project Management Consultant. (PMC of adjoining building, Krishna Koyna);
- d) Raybuild Services Pvt. Ltd., Engineers and Architects;
- e) The SPHINX Designers, Architects, Engineers & PMC.

After detailed discussions and deliberation, it was decided to appoint M/s Sphinx as the Project Management Consultants for our Society's redevelopment work as per their Scope of Work dated 9th September 2022 and the Addendum dated 17th September 2022.

MEETING MINUTE BOOK

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सभेचे मिनिट बुक

59M 2022 Meeting No./सभा नं.

17.9.2022 Date / तारीख

RESOLUTION PRESENT MEMBERS AND RESOLUTIONS REMARKS NO. हराव नं. हजर सभासद व उराव शेरा

The following resolution was placed before the Members for their appointment:

"RESOLVED that M/s Sphinx Designers, Architects, Engineers and Project Management Consultants, having their Office at 1/9 Pragati CHSL, Near Pancholia High School, Mahavir Nagar, Kandivali (W), Mumbai 400 067, be and is hereby appointed as Project Management Consultant for the Redevelopment of Syndicate Bank Employees Adarsh Cooperative Housing Society Ltd, situated at 5/624 Kastur Park, Shimpoli Road, Borivali (West) Mumbai 400 092."

Proposed by: Pushpa J. Salian (Flat No. A/5) Seconded by: Pundalik R Prabhu (Flat No. A/3) Carried Unanimously

AGENDA Item No. 2 - Appointment of Legal Consultant

The Chairman placed the Agenda Item No. 2 before the Members for discussion. The Secretary explained why it is essential to appoint a Legal Consultant and the reasons why the Society may require expert legal guidance for any possible legal issues arising over the course of redevelopment. The Secretary also informed that there are four profiles of Legal Consultants for consideration and the four firms were as follows:

Manirekar Associates, Advocates, High Court; SUBIRATE Mukh, Advocate, High Court; A Ranga Co., Advocates and Solicitors;

Law Origin, Advocates and Solicitors.

After detailed discussion and deliberation and considering the needs and requirements of our Society, it was unanimously decided to appoint M/s Law Origin, Advocates and Solicitors as the Legal Consultants. M/s Law Origin had given their Scope of Work dated 27th August 2022



ANNUAL/SPECIAL GENERAL

वार्षिक / विशेष सर्वसाधारण

Meeting No./समा ने.

Date/तारीख

RESOLUTION NO.

वराव नं.

PRESENT MEMBERS AND RESOLUTIONS

REMARKS

शेरा

हजर सभासद व वराव

The following resolution was placed before the Members for their appointment:

"RESOLVED THAT M/s Law Origin, Advocates and Solicitors, are hereby appointed by the Society to advise and represent the Society for the redevelopment of the Society's Property as per their Scope of Work dated 27th August, 2022.

RESOLVED FURTHER THAT the Managing Committee is hereby authorized to issue appointment letter in favour of M/s Law Origin, Advocates & Solicitors."

Proposed by H Pandurang Prabhu (Flat No. B/5) Seconded by Arvind Kamath (Flat No. B/3) Carried Unanimously.

It was decided that initial payment to both these consultants based on their question, be borne by the Society initially and get it reimbursed from the developer with his appointment. As is the practice, the fees for the consultants are borne by the developer.

The meeting was concluded with a vote of thanks to the Hon ble Chairman and Hon Secretary.

Hon. Secretary - 27.08.2023

Chairman

4492 63

BRIHAN-MUMBAI MUNICIPAL CORPORATION MUMBAI FIRE BRIGADE

Sub: Fire-safety requirements for the proposed construction of High-Rise Commercial-cum-Residential Building, i.e. Proposed redevelopment of building on sub plot No. 5 of Old FP No. 624 (5/624) and New FP No. 620B of TPS Borivali III at Shimpoli Road, Kastur Park, Borivali (West), Mumbai – 400 092). Known as "Syndicate Bank Employees Adarsh CHS Ltd.".

Ref: 1) Online submission from Miss. Vinita N Chogle, Architect of M/s. Chogle & Associates

 Online file no. P-19832/2023/(620B)/R/C Ward/FP-CFO/1/New.

Miss. Vinita N Chogle, Architect of M/s. Chogle & Associates,

This is a proposal for construction of **High-Rise Commercial-cum-Residential Building** having Ground floor part on stilt + 1st floor for Business office + 2nd to 15th upper floors, with a total height of 52.40 mtrs. measured from ground level up to terrace level, as shown on the plan.

The details of floor wise user of the building will be as follows:

Floors;	Users;
Ground floor	Entrance lobby, 01 Shop, 01 Electric meter room, Pump room with underground water storage tanks & Triple stack car parking in stilt area
1st floor	01 Business office + part void for triple stack parking
2 nd floor	03 Residential flats
3 rd to 6 th , 8 th to 10 th , 11 th to 13 th & 15 th floor	04 Residential flats on each floor
7th floor	03 Residential flats & Refuge area
14 th floor	02 Residential flats, 01 society office , 01 Fitness Center & Refuge area
Terrace.	Open to sky (Treated as Refuge area)

Details of Staircase provided for the building as follows:

Nos. of staircase	Staircase width	Type of staircase	Staircase description
01	01.50 mtrs.	Enclosed	Leading from ground fledr up to Terrace level
01	01.50 mtrs.	open	Leading from ground floor up to 1st floor level

The staircases are externally located & adequately ventilated to outside air as shown on the plan.

Nos. of lifts	Passenger lift	Fire lift	Staircase description	4492		940
02	01	01	Leading from ground level up			
One com plan	mon corrido	all be con r at each	iverted into fire lift as per the national floor is directly ventilated to out	norms. The lift lo utside air as sho	bby / S wn on	

Details of Open Spaces:

The Plot / High-Rise Commercial-cum-Residential Building abuts on 18.30 mtrs. wide Existing Shimpoli Road on North side, & the side open spaces all around the building are as under;

Side	Building line to Plot boundary
North	04.56 mtrs to 04.60 mtrs + 18.30 mtrs. wide Existing Shimpoli Road
South	10.96 mtrs to 11.06 mtrs (Including triple stack car parking)
East	3.63 mtrs to 3.92 mtrs
West	7.51 mtrs to 8.20 mtrs

Details of refuge area is as follows;

	Refuge are	a in sq. mtrs.	At the height of refuge floor
Floor	(Required)	(Proposed)	in mtrs from general ground level.
7th floor.	55.20 sq. mtrs.	56.34 sq. mtrs.	24.50 mtrs.
14th floor.	12.99 sq. mtrs.	21.84 sq. mtrs.	46.20 mtrs.
	nall be verified by E.E		treated as refuge area. Refuge area as refuge area if any shall be counted R. 2034.

The proposal has been considered favorably taking into consideration the following;

 Architect has proposed the proposal as per Reg. 30(A) of DCPR 2034, by taking the benefit of additional incentive FSI as per Reg. 33 (7)(B) of DCPR 2034.

The Plot / High-Rise Commercial-cum-Residential Building abuts on 18.30 mtrs. wide Existing Shimpoli Road on North side, as shown on the plan by Architect.

There shall be no compound wall on 18.30 mtrs, wide Existing Shimpoli Road on North side shown on the plan by Architect.

 The Architect has proposed refuge area facing road side i.e., on North side from where specialized fire appliances of this department can be operated in case of emergency.

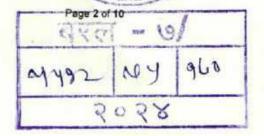
 Any additional fire safety requirements for proposed building recommended in future from Mumbai Fire Brigade Officer before final occupation shall be complied with.

6. Automatic sprinkler system will be provided in each shop on stilt level (ground floor) and commercial on 1st floor level, in car parking area covering each car parking, in fitness center, in society office and one in each residential flat on each floor & in lift lobby/common corridor of each floor as per relevant I.S. standards.

In the view of the above as far as this Department is concerned, this fire safety requirement letter is issued from fire safety point of view for the proposed construction of **High-Rise Commercial-cum-Residential Building** having Ground floor part on stilt + 1st floor for Business office + 2nd to 15th upper floors, with a total height of 52.40 mtrs. measured from ground level up to terrace level, as per the details shown on the uploaded plans, signed in token of approval, subject to satisfactory compliances of the following requirements;

There shall be no compound wall on 18.30 mtrs. wide Existing Shimpoli Road on North side. However removable bollard chain link may be may be permitted at road side. To county and shall be flushed with the road level.

The entire available courtyards on all the sides of the building shall be paved suitably to bear the load of fire engines weighing up to 58 m. tones each with point load of 10 kg/cm²



ii. All the courtyards shall be in one plane.

iii. The courtyards shall be kept free from obstruction at all times.

iv. No structure of any kind shall be permitted in courtyards of the building.

3. STAIRCASE:

i. The flight width of each staircase shall be maintained not less than 01.50 mtrs. as shown in the enclosed plans.

ii. The layout of staircase shall be of enclosed type, as shown in the plan throughout its height & shall be approached (gained) at each floor level at least two hours fire resistant self-closing door (as per N.B.C. provisions) placed in the enclosed wall of the staircase.

iii. Staircases shall be externally located & adequately ventilated to outside air.

iv. The layout of commercial staircase shall be of open type, as shown in the plan throughout its height.

v. Open-able sashes or R.C.C. grills with clear opening of not less than 0.5 sq. mtrs. per landing on the external wall of the staircase shall be provided.

vi. No combustible material shall be kept or stored in staircase / passage.

The staircase terrace door shall be provided in the following manner:

The top half portion of the doors shall be provided with louvers.

ii. The latch-lock shall be installed from the terrace side at the height if not more than 01.00 mtrs.

iii. The glass front of 6-inch diameter with the breakable glass shall be provided just above the latch lock, so as to open the latch in case of an emergency by breaking glass.

iv. The door shall either be fitted with magnetic lock connected to console & detection system or shall be synchronized with fire detection & alarm system.

PROTECTION TO STRUCTURAL STEEL:

i. All the structural steel members i.e. columns, beams, etc., shall be protected with the fire resisting materials and methods as stipulated under IS 1942-1960 as application for residential building.

ii. A certificate to that effect that the fire resistance protection has been provided as above shall be furnished from the Chartered Structural Engineer at the time of application for occupying the building.

STACK CAR PARKING:

i. The designated parking shall be used for car parking only.

ii. The drainage of the car parking areas shall be separate from that of the building be provided with catch with fire trap before connecting to Municipal Sewers

iii. The parking area shall not be used for dwelling purpose & repairing / maintenance of vehicles, storage, trade activity etc., at any time & use of naked light / flame shall be strictly prohibited.

iv. Vertical deck separation shall be provided between the upper & lower decks of stack parking by using the non-perforated & noncombustible materials. (structural steel plate) This is to minimize direct impingement of flame to the car in the upper deck and also to prevent dripping of any possible leaking fuel to the lower deck.

v. Elements of the stack car parking structure shall have 01-hour fire resistance.

vi. Each car parking deck shall have 01-hour fire resistance yii. Parking area shall be accessible by trained staff when carrying out the maintenance

viii. Entire car parking shall be provided with automatic sprinkler system covering all levels of parking.

ix. The parking system is to be ceased during the maintenance operation.

x. The drive ways shall be properly marked & maintained unobstructed. Proper illuminated signage's for escape routes, ramps, etc. shall be provided at prominent locations.

6. LIFTS:

- i. Walls enclosing lift shafts shall have fire resistance of not less than 02-hours.
- ii. Shafts shall have permanent vents of not less than 0.2 sq. mtrs. in clear area immediately under the machine room.
- iii. Landing doors and lift car doors of the lifts shall be of steel shuttered with fire resistance of one hour. Collapsible door/shutter shall not be permitted.
- iv. Both the lift shall be converted into fire lift and shall conform to the specifications laid down under the D.C. Regulations.
- v. Threshold of non-combustible material shall be provided at the entrance of each landing door.

FIRE LIFT:

- i. To enable fire services to reach the upper floor with the minimum delay, one fire lift shall be provided & shall be available for the exclusive use of the firemen in an emergency & directly accessible to each floor.
- ii. The lift shall have a floor area of not less than 01.40 sq. mtrs. with a minimum dimension of 01.12 mtrs. it shall have a loading capacity of not less than 545 kgs. (08 persons lift) with automatic closing doors.
- iii. There shall be an alternate electric supply from a generator / separate substation of an adequate capacity apart from the electric supply of the building & the cables run in a route safe from fire i.e., within the lift shaft. In case of failure of normal electric supply, it shall automatically trip over to alternate supply.
- iv. The operation of the fire lift should be by a simple toggle or two button switch situated in glass-fronted box adjacent to the lift at the entrance level. When the switch is on, landing call points will become inoperative & the lift will be on car control only or on priority control device. When the switch is off, the lift will return to normal working. The lift can be used by the occupants in normal times.
- v. The words 'Fire Lift' shall be conspicuously displayed in fluorescent paint on the lift landing doors at each floor level.
- vi. Landing doors & lift car doors of the lifts shall be of steel shuttered with fire resistance of one hour. Collapsible door / shutter shall not be permitted.
- vii. The speed of the lift shall be such that it can reach the top floor from ground level within one minute.

8. ESCAPE ROUTE FROM FLAT TO STAIRCASE:

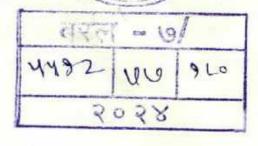
- Corridor / lift lobby at each floor level shall be ventilated to the outside air as shown on the plan & shall be kept free from obstructions at all times.
- ii. Permanent ventilation in form of grill provided to the corridor / lift lobby / staircase area shall not bricked up or closed at any time in the future.

9. ENTRANCE DOORS:

- All flat entrance doors, kitchen doors (if provided), society office, staircase, business office & refuge door etc. shall be of solid core having fire resistance of not less than one hour (solid wood of 45 mm thickness.)
- ii Rolling shutter for shop shall be fire resistance of not less than one hour.
- provisions of

ELECTRIC CABLE DUCT & ELECTRIC METER ROOM:

- i. Electric cable duct shall be exclusively used for electric cables & should not open in staircase enclosure.
- in Inspection doors for the duct shall have 02-hours fire resistance.
- iii. Electric cables shall not pass through staircase enclosure & shall be taken in concealed



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manner.

- iv. Electric cables shall be sealed at each floor level with non-combustible materials such as vermiculite concrete. No storage of any kind shall be done in electric duct.
- Electric wiring / cable shall be non-toxic, non-flammable, low smoke hazard having copper core for the entire building with provision of E.L.C.B / M.C.B.
- vi. Electric meter room shall be provided at location marked on the plan. They shall be adequately ventilated.
- vii. Automatic smoke detection system shall be installed in electric meter room on ground floor & in entire electrical duct on each floor level of each wing as per IS specification.

11. ESCAPE ROUTE LIGHTING:

Escape route lighting (staircase & corridor lighting) shall be on independent circuits as per rules.

CORRIDOR / LIFT LOBBY:

- i. Corridor / lift lobby at each floor level shall be naturally ventilated as shown in plan.
- The common corridor / lift lobby at each floor level shall be kept free from obstructions at all times.

13. STAIRCASE AND CORRIDOR LIGHTINGS:

- i. The staircase & corridor lighting shall be on separate circuits & shall be independently connected so that they could be operated by one switch installation on the ground floor easily accessible to fire-fighting staff at any time irrespective of the position of the individual control of the light points, if any.
- ii. Staircase & corridor lighting shall also be connected to alternate supply.

14. FALSE CEILING (If provided):

False ceiling if provided in the building shall be of non-combustible material. Similarly, the suspenders of the false ceiling shall be of non-combustible materials.

15. MATERIALS FOR INTERIOR DECORATION / FURNISHING:

The use of materials which are combustible in nature & may spread toxic tune / gases should not be used for interior decoration/furnishing, etc.

16. ELEVATION FEATURE:

The elevation feature / treatment shall be given as per the B.M.C. guidelines, D.C.P.R. -2034, & Circular u/r. no. Ch. Eng./D.P./30449/Gen. dated 03/01/2017, & u/r. no. Ch. Eng./D.P./110/Gen. dated 30/01/2020.

17. TREE CUTTING (If any):

Trees numbered T1, T2, T12, T13 & T14 are falling in compulsory open space /courtyard and before entrance of commercial premises and hence shall be either transplanted or to be cut as may be found feasible by the Superintendent of Garden / Tree Authority.

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18. OTHER N.O.C. / PERMISSIONS:

Necessary permissions / N.O.C. for licensable trade, addition / alteration, interior work, etc. shall be obtained from competent Municipal Authorities & CFO's Department.

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19. GLASS FAÇADE:

i. An operating to the glass facade of min. width 01.50 mtrs. & height 01.50 mtrs. shall be provided at every floor at a level of 01.20 mtrs. from the flooring facing compulsory open space as well as on road side. Minimum one such opening shall we provided at the interval of every 15.00 mtrs. <u>Mechanism of opening</u> - the openable glass panel shall be either left or right hinged to facilitate approach of the rescue cage / ladder. Similarly, this portion shall have manual opening mechanism from inside, as well as outside. Such openable panels shall be marked conspicuously so as to easily identify the openable panel from outside.

ii. Distance between the external wall (glass / brick) & glass facade shall not be more than 300 mm.

i The smoke seals/ barriers between building wall & facade shall be provided at every floor level in the form of non-combustible material / vermiculate cement

- iv. Glass facade blocking the area of staircase, lift lobby & corridor shall be kept openable. Pressurized system of the staircase / lobby shall be synchronized with opening mechanism.
- v. The glazing used for the facade shall be toughened (tempered) safety glass as per I.S. 2553 Part I or laminated safety glass as per I.S. 2553 - Part I, satisfying stability criteria
- vi. Automatic dry type water curtain system shall be provided at every floor level from inside of the facade.
- vi. Openable went of 600 mm height to be installed below ceiling level or Falls ceiling level (if provided). The openable vent of minimum 2.5% of the floor area shall be provided. It shall be of min 600 mm. depth below ceiling/ false ceiling or full length on the periphery of the facade, whichever is less. Openable mechanical devices for the side vent shall be located at 01.20 mtrs height from the flooring level. The openable vent can be pop out type or bottom hinged provided with fusible link opening mechanism & shall also be integrated with automatic smoke detection system.

Or

vi. Alternate vertical glass panels of the facade shall be openable type with the mechanism mentioned above in order to ventilate the smoke.

20. FIRE-FIGHTING REQUIREMENTS:

a) Underground Water Storage Tank:

An underground water storage tank of 1,50,000 liters' capacity shall be provided at location marked on the plan as per design specified in the rules with baffle wall and fire brigade collecting breaching. The design shall be got approved form H. E's Department prior to erection.

b) Overhead Water Storage Tank:

A tank of 30,000 liters' capacity shall be provided above staircase shaft at the terrace level. The design shall be got approved form H.E.'s Department prior to erection. The tank shall be connected to the wet riser through a booster pump through a non-return valve & gate valve.

c) Wet Riser-cum-Down Comer (for each lift lobby & commercial staircase):

i. Wet risers of internal diameter of 15 cms. of G.I. 'C' class pipe shall be provided in duct as shown on the plan & shall be extended from ground floor to terrace, with twin hydrant outlet & hose reel on each floor in such a way as not to reduce the width of the passage. Pressure reducing discs or orifices shall be provided at lower level so as not to exceed the pressure of 5.5 kgs. / sq.cm.

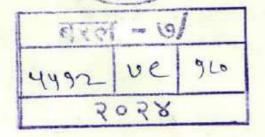
outlet & hose neel on each floor in such a way as not to reduce the width of the passage.

We privided to commercial staircase / premises as shown on the plan with single hydrant outlet & hose neel on each floor in such a way as not to reduce the width of the passage.

We privided to commercial staircase / premises as shown on the plan with single hydrant outlet & hose neel on each floor in such a way as not to reduce the width of the passage.

Fire Service Inlet:

I. A fire service inlet on the external face of the building near the tank directly fronting the courtyards shall be provided to connect the mobile pump of the fire service



independently to (a) The wet riser-cum-down comer, (b) Sprinkler system etc.

ii. Breeching connection inlet shall be provided to refill U.G. tank,

 Operating switches of fire pumps shall be also provided in glass fronted boxes at ground floor.

e) Automatic Sprinkler System:

Automatic sprinkler system will be provided in each shop on stilt level (ground floor) and commercial on 1st floor level, in car parking area covering each car parking, in fitness center, in society office and one in each residential flat on each floor & in lift lobby/common corridor of each floor as per relevant I.S. standards.

f) Fire pump, Sprinkler pump, Jockey pump & Booster pump:

i. Wet riser shall be connected to a fire pump at ground level of capacity of not less than 2400 liters/min. capable of giving pressure of not less than 3.2 kgs. / sq. cms. at the top most hydrant along with jockey pump of suitable capacity.

ii. Booster pump of capacity 900 liters / min. giving a pressure of not less than 3.2 kgs. / sq. cms. at the topmost hydrant outlet of each wet riser shall be provided for overhead

tank at the terrace level.

iii. Two-way switches for each booster pump shall be provided at top three floor level of building as well as at ground level easily accessible / noticeable place of the building.

 Sprinkler pump of suitable capacity along with jockey pump shall be provided for automatic sprinkler system.

Only surface mounted pumps or vertical turbine pumps shall be installed for firefighting installation with adequate size pump room, (Submersible pump not permitted).

vi. Operating switches for all pumps shall be also provided in glass fronted boxes in ground floor.

vii. Electric supply (normal) to these pumps shall be on independent circuit.

g) External / Courtyard Hydrants:

External / Courtyard hydrants shall be provided at distance of every 30.00 mtrs. around the building within the confines on ground floor.

h) Hose & Hose Boxes:

01 no. of Hose Box, each with two hoses of 15.00 mtrs length of 63Britism dia along with branch shall be provided shall be kept at ground floor as well as on each hoor at easily accessible places.

i) Automatic Smoke Detection System:

Automatic smoke detection system shall be installed in each shop, in business office, in society office, in pump room, in each lift machine room, in electric meter room, in entire electrical duct on each floor as per I.S. specifications & console panel shall be provided on ground floor.

j) Alternate Source of Power Supply:

An alternate source of LV/HV supply from a separate substation or from a D.G. set with appropriate changeover over switch shall be provided for fire lift, fire pump, booster pump, sprinkler pump, jockey pump, staircase and corridor lighting circuits and fire alarm system. It shall be housed in separate cabin.

k) Portable Fire Extinguishers:

 O2 nos. of dry chemical powder (ABC type) fire extinguisher of 09 kgs. capacity each having BIS certification mark & 02 nos. of bucket filled with dry clean sand shall be kept near electric meter room, in each lift machine room & pump room.

ii. 01 dry chemical powder (ABC type) fire extinguisher of 09 kgs. capacity having BIS

certification mark shall be kept in society office & in each lift lobby / common corridor on each floor.

- iii. 02 nos. of dry chemical powder (ABC type) fire extinguisher of 09 kgs. capacity each having BIS certification mark & 02 nos. of bucket filled with dry clean sand shall be kept for every 100.00 sq. mtrs. area of entire parking premises on ground floor of the building.
- iv. 01 dry chemical powder (ABC type) fire extinguisher of 09 kgs. capacity each having BIS certification mark shall be kept for every 100.00 sq. mtrs. area of each shop premises & business office premises.

Fire Alarm System:

Entire building shall be provided with manual fire alarm system with main control panel on ground floor level & pillbox & hooters at each of the upper floors. The layout of the fire alarm system shall be in accordance with I.S. specification.

m) Public Address System:

The building shall be provided with public address system as per the rules with main control operator at console panel at ground floor.

n) Signage's:

Self-glowing / florescent exit signs in green color shall be provided, showing the means of escape for the entire building.

Panel Board of Fire-Fighting System:

Fire alarm system, public address system, Automatic smoke detection system, Automatic sprinkler system, alternate supply, etc. panels shall be installed on ground floor of the building.

p) Fire-Fighting Requirements at the Construction Stage of Building:

Following fire protection arrangement shall be provided with the following fire protection measures & same shall be maintained in good working condition at all the times.

- Dry riser of minimum 15 cm. diameter pipe with hydrant outlets on the floor constructed with fire service inlet to boost the water in the dry riser & maintenance should be in accordance with good practice.
- Drums of 200 liters capacity filled with water & two fire buckets shall be kept of each floor for every 100 sq. mtrs area.
- iii. Water storage tank of minimum 20,000 liters capacity shall be kept at site ready to use in case of emergency, which may be used for other construction purpose also.

q) Internet of Things System:

कार्य based Micro Controller Device shall be provided in the electrical installation of the building as per the requirement stipulated in Circular No. शासन परिपत्रक क्र. मुविनि-

ii. The OT based Micro Controller Device shall be tested and verified by NABL accredited testing agency / laboratory in accordance with the recognized IS:732-2019 code for practice for Electrical wiring installation.

The complete installation of IOT based Micro Controller Devices shall be checked & certified by the Chief Electrical Inspector, Govt. of Maharashtra & certificate to that effect shall be issued at that time of compliance.

The data and the alert generated by I.O.T. based Micro Controller Devices shall be monitored by building management system & the necessary corrective measures shall be taken by the owner, occupier immediately.

v. The data generated by I.O.T. based Micro Controller Devices shall be made available to fire bridade department as & when required to investigate the cause of fire.

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Trained Staff / Security Guards:

The trained staff / security guards having basic knowledge of fire-fighting & fix firefighting installation shall be provided / posted in the building.

Fire Drills / Evacuation Drills: s)

> Fire Drills & Evacuation drills shall be conducted regularly in consultation with Mumbai Fire Brigade & log of the same shall be maintained.

Refuge Area:

The refuge area provided on floor levels shall confirm to the following requirements;

i. The layout of refuge area shall not be changed / modified at any time in future.

ii. The refuge area shall be provided with railing / parapet of 01.20 mtrs. height on open side and shall be of sound construction.

iii. There shall not be any opening/s into the refuge area from any portion of the occupied premises.

iv. Refuge area shall be segregated by brick masonry partition wall of 9" thickness or concrete block wall of 6" thickness and access to the refuge area shall be gained through half an hour fire resistance self-closing door.

v. The refuge area shall be earmarked exclusively for the use of occupants as temporary shelter & for the use of fire brigade or any other organization dealing with fire or other emergency when it occurs in the building and also for exercises / drills, if conducted by the Fire Brigade Department.

vi. The refuge area shall not be allowed to be used for any other purpose and it shall be responsibility of the owner / occupier to maintain the same clean and free of encumbrance and encroachments at all times.

vii. The entrance door to the refuge area shall be painted or fixed with a sign painted in luminous paint mentioning "REFUGE AREA IN CASE OF EMERGENCY".

viii. Adequate drinking water facility shall be provided in the refuge area.

ix. Adequate emergency lighting facility connected to the electric circuit to the staircase, corridor / passage etc. lighting shall be provided in the refuge area.

II. The terrace of the building will be treated as refuge area and shall be provided as

i. The entrance door to the refuge area shall be painted or fixed with a sign paint luminous paint mentioning (IDET) loss. luminous paint mentioning "REFUGE AREA IN CASE OF EMERGENCY

ii. Adequate drinking water facility shall be provided in the refuge area.

iii. Adequate emergency lighting facility connected to the electric circuit to the stairca corridor / passage etc. lighting shall be provided.

Now the Party has Paid Scrutiny fees of Rs. 5,15,000/-, vide C.F.C. 11/1/2024/17213, vide Challan No. CHE/BP/129723/24, dated 11/01/2024, & certified the total gross built-up area of 4,100.00 sq. mtrs. vide Architects letter dated 11/01/2024, for File No. P-19832/2023/(620B)/R/C Ward/FP-CFO/1/New.

However, E.E. (B.P.) W.S. is requested to verify the gross built-up area & inform this Department if the same is found to be more for levying the additional scrutiny fees if any?

Now, Architect has certified the maximum height of the building as 52.40 mitre. & total built-up area 4100.00 sq. mtrs. for the said High-Rise Commercial-cum- Residential Building & Party has paid the Fire Service fees as per Schedule II of Section 11(1) of Maharashtra Fire Prevention & Life Safety Measure Act. 2006, of Rs. 1,00,000/-, vide C.F.C. No. 15/1/2024/17391, vide Challan No. CHE/CFO/129805/24, dated 15/01/2024 for file no. P-19832/2023/(620B)/R/C Ward/FP-CFO/1/New.

Also, Architect has uploaded undertaking from the office bearers of Society building namely Syndicate Bank Employees Adarsh CHSL" dated 20.01.2024 stating that, "We have already paid the fire service fee of Rs. 15/- per sq mtrs.(min of Rs 1,00,000/-) as per schedule II of Circular dated 19/07/2006 issued by the Maharashtra Govt. & further undertake to pay the enhanced fee as per Circular No. 2023-59-895 dated 02/06/2023 if applicable only as and when demanded by the Mumbai Fire Brigade".

♣ Notes:

 The fire-fighting installation shall be carried out by Govt. of Maharashtra approved Licensing Agency.

The width of abutting road & open spaces is mentioned in plans as submitted by the Architect / Licensed Surveyor attached herewith and these parameters shall be certified by the Architect / Licensed Surveyor.

 E.E. (B.P.) W.S. shall examine the proposal in context with the relevant Regulations of D.C.P.R. 2034.

 The schematic drawings/plans of automatic sprinkler system, automatic smoke detection system, wet riser system, public address system, manual fire alarm system shall be got approved from C.F.O.

 The area, size, etc. for the sprinkler system, detection system, fire alarm system, wet riser system, public address system, Fire duct, electrical duct etc. to be verified & examined by M.E.P. Consultant.

 Separate necessary permission for any licensable activity shall be obtained from concerned authorities of B.M.C. / CFO's department, till then shall not be allowed to use.

 There shall be no any tree located in the compulsory open spaces or in the access way near the Entrance gates.

 This recommendation letter is issued only from Fire Protection & Fire-Fighting requirements point of view on behalf of the online application from Architect. If any matter pertaining to authenticity or legality shall be cleared by concerned Owner / Occupier / Developer / Architect / Architect, etc.

9. The plans approved along with this recommendation letter are issued from Fire Risk & Life Safety point of view only. Approval of these plans does not mean in any way of allowing construction of the building. It is Architect /Developer responsibility to take necessary prior approval from all concerned competent authorities for the proposed authorities for the building.

As per Section 3 of Maharashtra Fire-Prevention & Life Safety Measures Act. 2006, it is the liability of Owner/Occupier to provide the Fixed Fire Fighting installations and shall be maintained in good working order & in efficient condition all the time, in accordance with the provisions of Maharashtra Fire Prevention & Life Safety Measures Act or the rules.

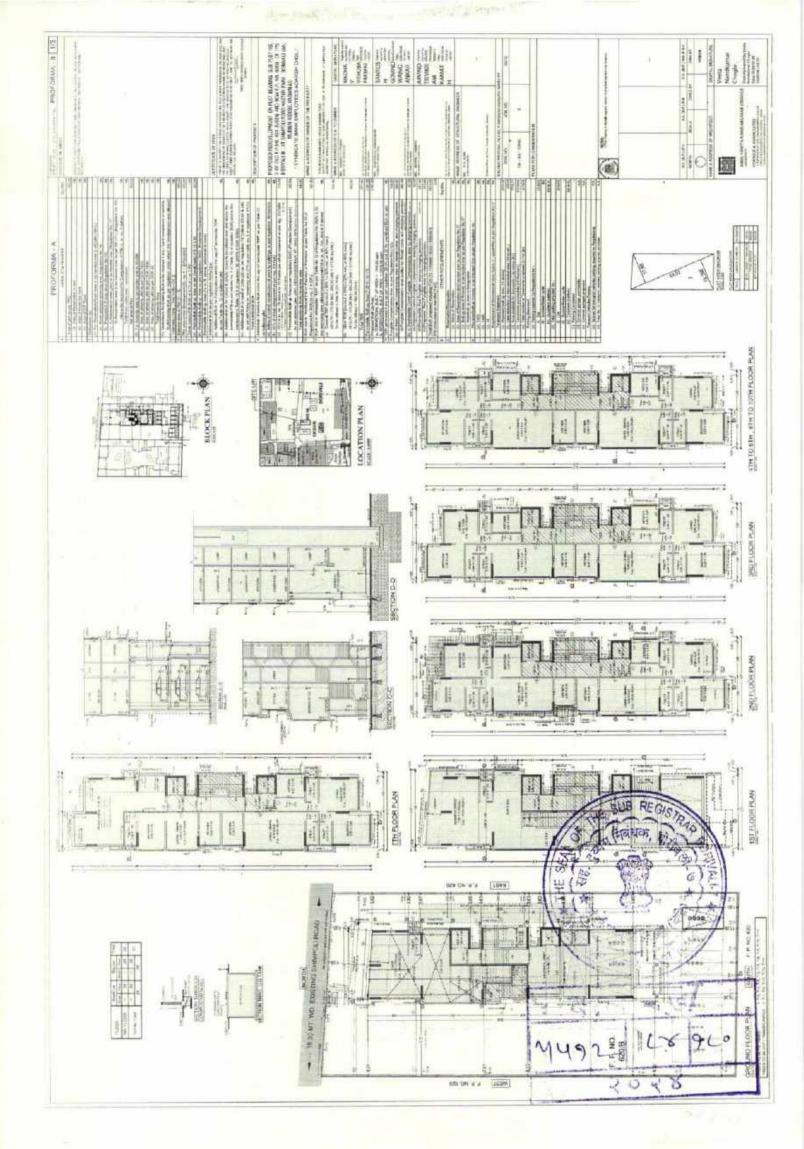
1. This recommendation letter is issued without prejudice to legal matters pending in court of law, if any.

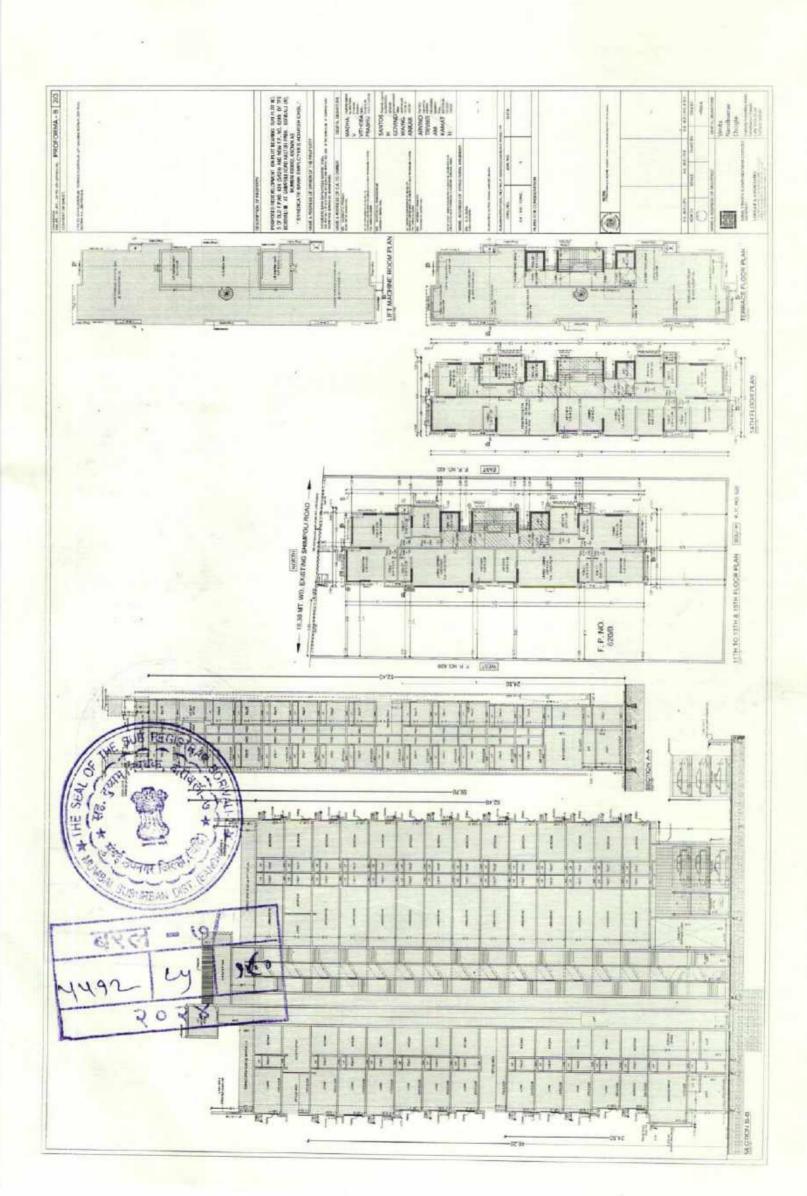
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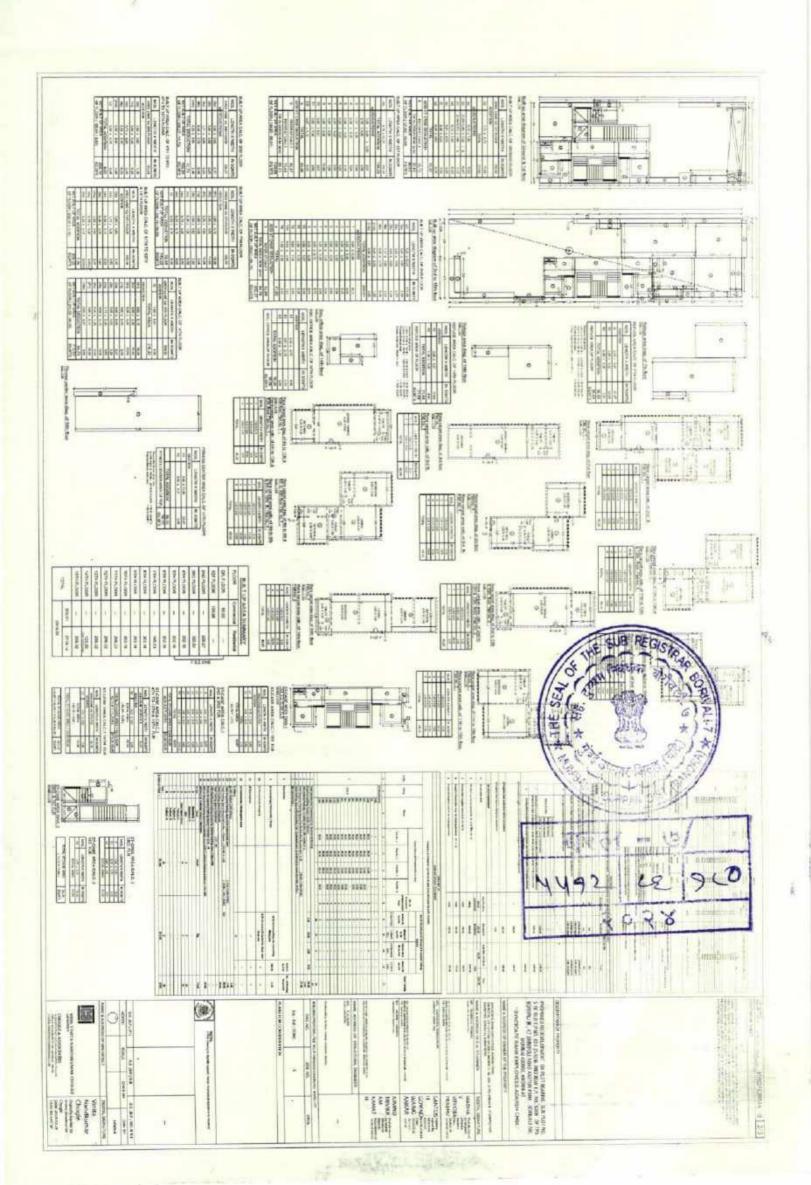
Copy to: E.E. (B.P.) W.S.

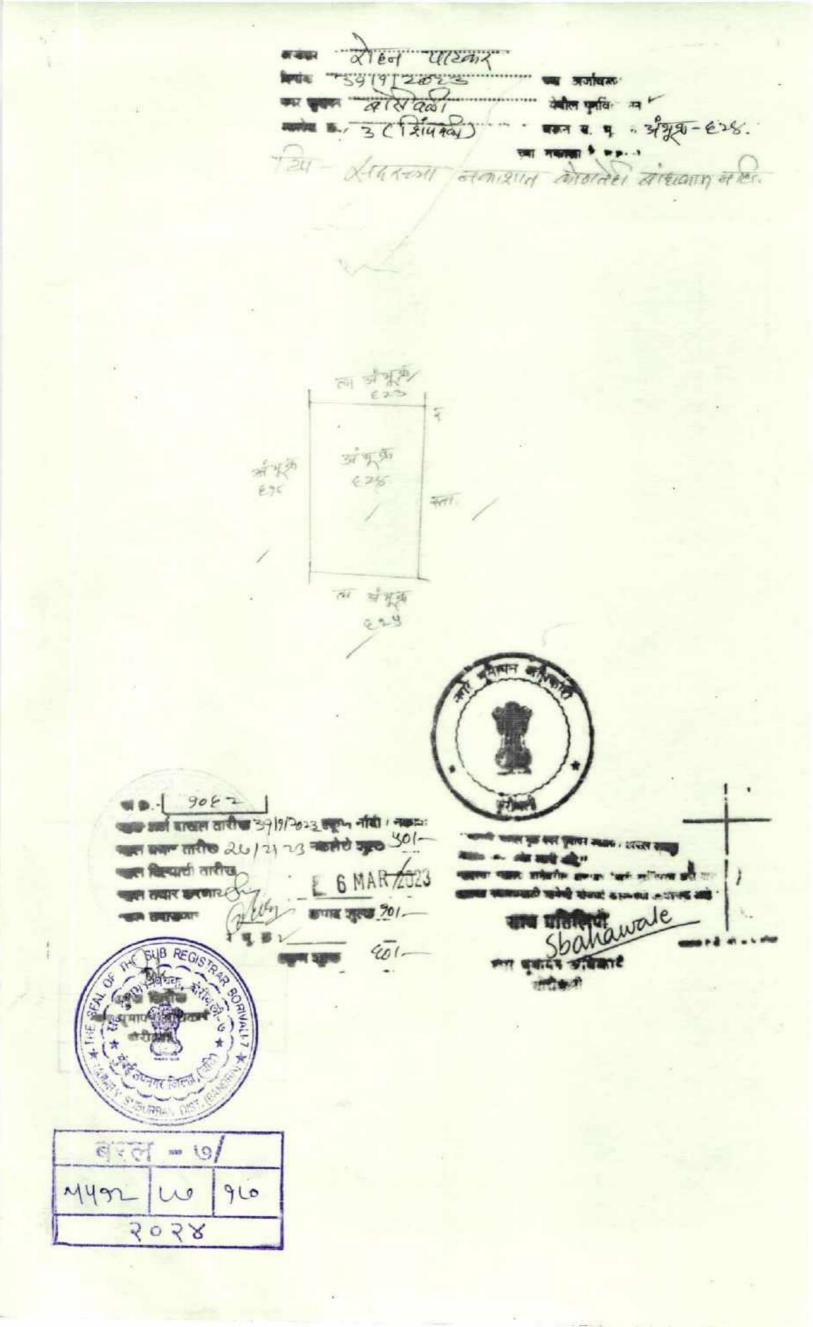
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Dy. Chief Fire Officer Final Approval

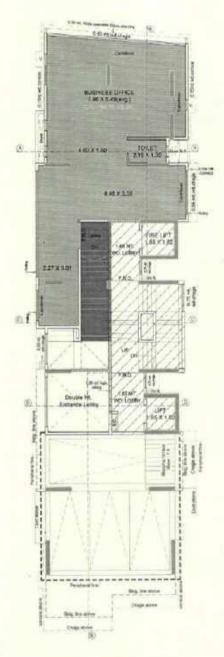








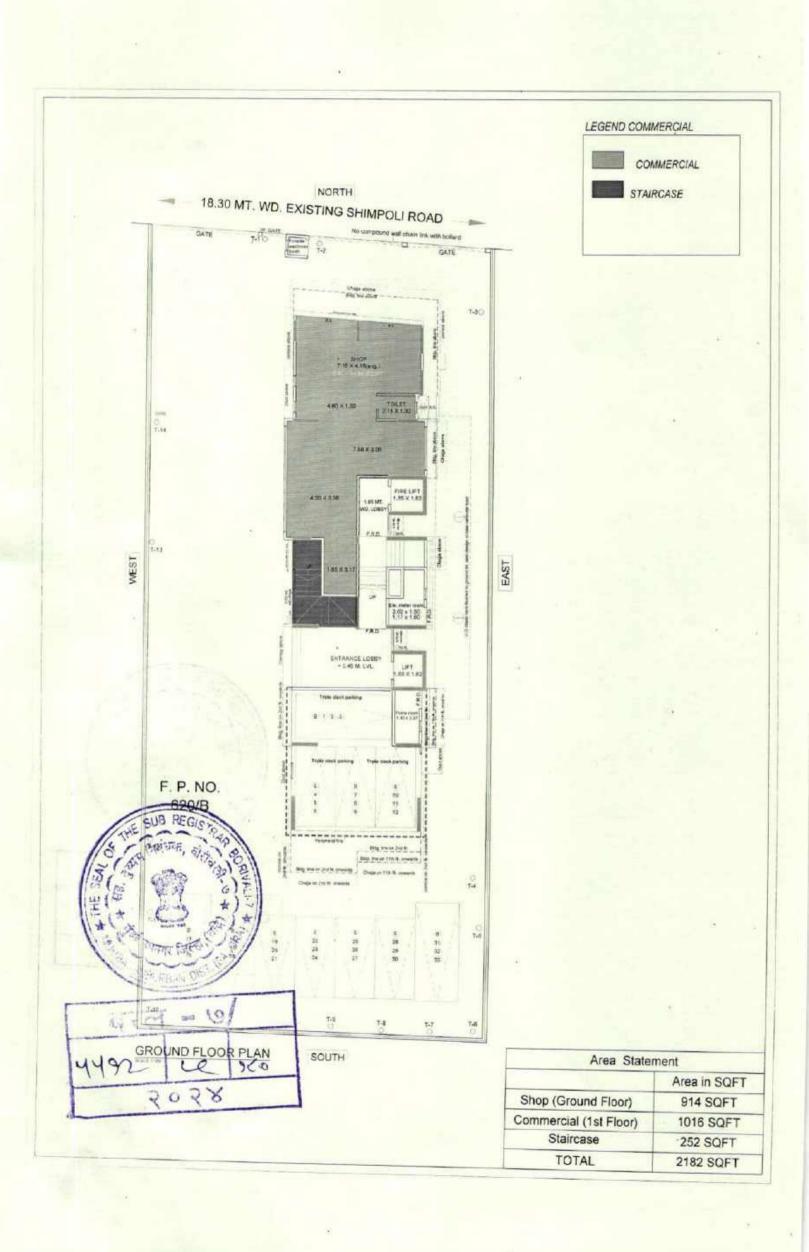




1ST FLOOR PLAN



Area Statement		
	Area in SQFT	
Shop (Ground Floor)	914 SQFT	
Commercial (1st Floor)	1016 SQFT	
Staircase	252 SQFT	
TOTAL	2182 SQFT	



नों दणीं वे प्रमाण पत्र

नोंदणों कृ. बी. ओ एम -५-चर्जन कि १९०६ के १९०६ या प्रमाणायत्राद्वी प्रमाणाय करण्यां ने येत आहे की , सिन्डिकेट के दे रे कि एक क

उपितिद्वीष्ठर आधानिकमा स्था स्था ११ (१) अन्यो व महाराष्ठ्र सहकारी संस्थादे निक्रम, १९६१ मधील निक्रम क्रमांक १६ (१) अन्यो संस्थेव वर्गीकरण उठ्ठाहितिक्तिण —— संस्था असन उपक्रमेरिक्का हो चित्रका उठ्ठाहितिक्तिण —— संस्था

नायसियोत परे :-

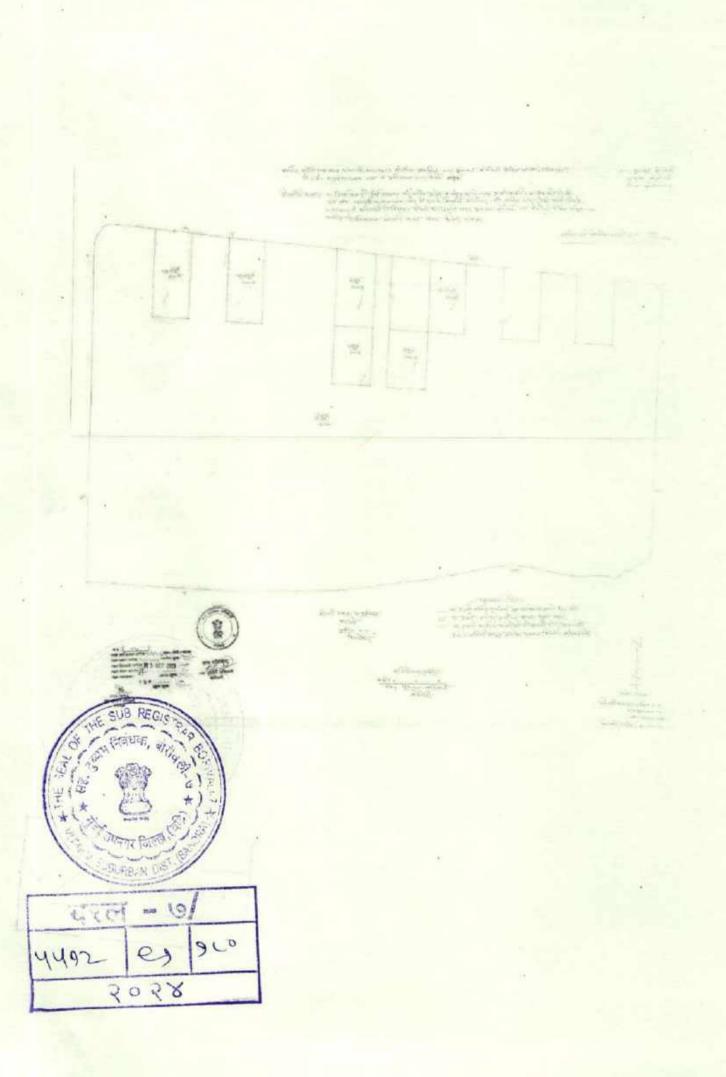
दिनां है है जाते बारी अध्यह

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HETCHEN HERMAN, SUB-REGISTERS THE SEASON STREET, SE

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The Mark Consult Conference



SYNDICATE BANK EMPLOYEES ADARSH CO-OP. HOUSING SOCIETY LTD.

(Regd. No. HSG/4717/76)

5/624, Kastur Park, Shimpoli Road, Borivali (West), Mumbai - 400 092

Ref. No.:

TO WHOMSOVER IT MAY CONCERN

Date:

The following resolution was passed in the Special General Meeting held on 4th September, 2023 for allotment of new flats to the existing members.

RESOLUTION

"RESOLVED that the new flat allotments in the redeveloped building of Syndicate Bank Employees Adarsh Cooperative Housing Society Limited was unanimously finalized in its Special General Meeting held on 4th September, 2023 and will be as follows:"

Name of the Member	Flat No.	Name of the Member
Mr. Ganesh Kamath	202 & 203	Mr. Vinod Arora
Mr. Santosh Waingankar	The second secon	Mr. Manilal Simaria
Mr. P R Prabhu		Mr. Ritesh Kamath
Mr. V T Prabhu		Mr. Arvind Kamath
Mrs. Pushpa Salian	The state of the s	Mr. M P Bhat
REFUGE AREA	702 & 703	Mr. Madhay Prabhu
Mr. H P Prabhu		Ms. Janice Goveas D'souza
Mr. B G Pai	The second secon	Mr. Venkatesh Padiyar
Mr. Deepak Tawade		Builders Saleable Area
Builders Saleable Area		Builders Saleable Area
Builders Saleable Area		Builders Saleable Area
Builders Saleable Area		Builders Saleable Area
REFUGE AREA/Fitness Centre and Society Office		Builders Saleable Area
Builders Saleable Area		Builders Saleable Area
	Mr. Ganesh Kamath Mr. Santosh Waingankar Mr. P R Prabhu Mr. V T Prabhu Mrs. Pushpa Salian REFUGE AREA Mr. H P Prabhu Mr. B G Pai Mr. Deepak Tawade Builders Saleable Area Builders Saleable Area Builders Saleable Area REFUGE AREA/Fitness Centre and Society Office	Mr. Ganesh Kamath Mr. Santosh Waingankar Mr. P R Prabhu Mr. V T Prabhu Mr. V T Prabhu Mrs. Pushpa Salian REFUGE AREA Mr. H P Prabhu Mr. B G Pai Mr. Deepak Tawade Builders Saleable Area Builders Saleable Area REFUGE AREA/Fitness Centre and Society Office

Proposed: Mr. HAP Seconded: Mr. Pushpa Salian Carried unanimous

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DICATE BANK EMPLOYEES ADARSHICHS

Secretary

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ADARSH CO-OP. HOUSING SOCIETY LTD.

(Regd. No. HSG/4717/76)

5/624, Kastur Park, Shimpoli Road, Borivali (West), Mumbai - 400 092

Ref. No.:

Date:

TO WHOMSOVER IT MAY CONCERN

The following resolution was passed in the Special General Meeting held on 21st February, 2024.

RESOLUTION

"RESOLVED that the following members are hereby entitled to split their respective tenement into two separate adjoining tenements for better usability and as a logical option as per their present requirement of area rather than holding on to a large single flat tenement for practical lesser use for a single nuclear family.

Proposed: Ramdas Prabhu Seconded: Venkatesh Padiyar

MS GATTITTE SON

For SYNDICATE BANK EMPLOYEES ADARSHICHS

Secretary

Transurni



Members who have agreed to split their respective tenement into two separate adjoining tenements.

Sr.	Name of Member	Existing Flat No.	Flats as per New Allotment	Signature of Member
1	Mr. Santosh G Waingankar	A/2	301 & 304	Hatalla
2	Mr. Pundalika R Prabhu	A/3	401 & 404	D
3	Mr. Madhav V Prabhu	A/4	702 & 703	hundly
4	Mrs. Pushpa Salian	A/5	601 & 604	Phalian.
5	Mr. Vishwanath T Prabhu and Mrs. Veena Vishwanath Prabhu	A/6	501 & 504	Mai
6	Mr. B Ganesh Pai	A/7	901 & 904	any
7	Ms. Janice Goveas D'Souza	A/8	802 & 803	Kow?
8	Mr. Vinodkumar Mulkraj Arora and Mrs. Sudarshankumari Vinodkumar Arora	B/1	202 & 203	Sudanchan Kuman
9	Mr. Manilal Gagulal Simaria and Mrs. Bharati Manilal Simaria	B/2	302 & 303	के विकास के कि विकास के कि
10	Mr. Arvind T Kamath	B/3	502 & 503	THE SE
11	Mr. Ritesh R Kamath	B/4	402 & 403	PR amath
12	Mr. H Pandurang Prabhu	B/5	801 & 804 -	विस्त - ७/
13	Mr. M Pandurang Bhat	B/6	602 & 603	12492 er 91
14	Mr. Deepak Yeshwant Tawade and Mrs. Madhavi Deepak Tawade	B/7	1001 & 1004	3038
15	Mr. Venkatesh R Padiyar	B/8	902 & 903	Lauley

Pag. No. HSGar777773 Borivali Wall

Sr. No	A tentative timeline for completion of the project	Months
1	CFO Noc to getting concession	4-Month
2	Concession to IOD	90- Days
3	After getting IOD vacation will be done of members	45- Days
4	From vacation to get 1st Commencement Certificate	3Months
5	Front 1st Commencement Certificate to get {Plinth	4- Months
6	From plinth to 1st slab	3 Month
7	From l st slab it will take 20 to 30 days for all slabs i e 12 months for completion of total Rec structure	12 Month
S	Finishing work	Min. 12Month
9	After getting all required final noe's for occupation it will take 45 to 60 days for getting occupation	45 to 60 days
	subject to conditions	



Syndicate Bank Employees Adarsh CHS Ltd. (existing flat details, existing carpet area, new flat number and new flat carpet area)

Old Flat as per Site	Name of the Member	Existing Carpet Area of the Flat	New Allotted Flat Number	New MOFA Carpet Area
A/1, Gr. Floor	Mr. Ganesh G Kamath	635	201	838
A/2, Gr. Floor	Mr. Santosh G Waingankar	649	301 A & 301 B	883
A/3. 1* Floor	Mr. Pundalika R Prabhu	735	401 A & 401 B	970
A/4, 1" Floor	Mr. Madhav V Prabhu	718.50	702 A & 702 B	970
A/5, 2 ^{nl} Floor	Mrs. Pushpa Salian	735	601 A & 601 B	970
A/6, 2 ^{nJ} Fioor	Mr. Vishwanath T Prabhu and Mrs. Veena Vishwanath Prabhu	718.50	501 A & 501 A & 6 A A A A A A A A A A A A A A A A A	THE WAY OF THE PARTY OF THE PAR
A/7. 3 st Floor	Mr. B Ganesh Pai	735	901 A & 901 B	970
A/8, 3 ^{rt} Floor	Ms. Janice Goveas D'Souza	718.50	802 A & 802 B	970 19/
B/1, Gr. Floor	Mr. Vinodkumar Mulkraj Arora and Mrs. Sudarshankumari Vinodkumar Arora	646	202 A & 202 B	970 ES 913



B/2, Gr. Floor	Mr. Manilal Gagulal Simaria and Mrs. Bharati Manilal Simaria	639	302 A & 302 B	970
B/3, 1st Floor	Mr. Arvind T Kamath	722.50	502 A & 502 B	970
B/4, 1* Floor	Mr. Ritesh R Kamath	729	402 A & 402 B	970
B/5, 2 nd Floor	Mr. H Pandurang Prabhu	722.50	801 A & 801 B	970
B/6, 2 ^{nt} Floor	Mr. M Pandurang Bhat	729	602 A & 602 B	970
B/7, 3 rd Floor	Mr. Deepak Yeshwant Tawade and Mrs. Madhavi Deepak Tawade	722.50	1001 A & 1001 B	970
B/8, 3 rd Floor	Mr. Venkatesh R Padiyar	729	902 A & 902 B	970

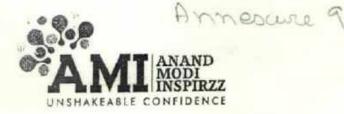
FOSYNDICATE BANK EMPLOYEES ADARSH CHS. LTD

Aug

Bhalaman Secretary Treasurer









LIST OF AMENITIES YOUR HOME

- 1. All walls to have P.O.P. /Gypsum plaster on walls coated with plastic emulsion paint (Asian / Nerolac / Burger or equivalent).
- 2. Best quality vitrified tiles (Kajaria / Johnson / Nitco or equivalent) in entire flat 800mm x 800 mm with 3" vitrified skirting of same material - Premium quality to be approved
- 3. All Windows with granite jamb. granite matching colour (anodizing colour) with sliding window in heavy aluminum sections anodized with clear/opaque tinted glass as approved. All windows shall be fitted with mosquito net.
- 4. Concealed fire resistant copper wiring (Finolex / L&T / Polycab or equivalent) with separate circuit for each room with modular switches of reputed make (Anchor, Legrand, Swiss or equivalent)
- 5. Electrical wiring to be concealed with 4 mm core copper forces conditioners / geysers & 2.5 mm copper wire for regular usage sockets and 1.5 mm for tube lights etc.
- 6. Ceiling fans (Orient/Crompton or equivalent) in all rooms and kitchen
- 7. Adequate light and power points in all rooms, kitchen, living and bathrooms, 2 way switches in bed rooms
- 8. Main switch and sub main switch of reputed make (Anchor or equivalent) MCGB/ELCB
- Air Conditioner drain water provisions.
- 10. Intercom facility connecting to security cabin from living room 2028
- 11. Cable, Television, Telephone, and A.C point in all rooms and living room

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les



- 12. Main door- with safety door marine grade flush doors with veneer polish on one side and laminate on inside with Godrej / Yale or equivalent key night latch, handle and upper bolt. Lock system should provide locking from inside and outside. Safety door with latch, magic eye or grill and 2 bolt locking from outside.
- 13. Vastu Compliant home layout
- 14. Number plate outside each house.
- 15. Common Letter box for all members during construction period. Letter box with lock and adequate size for flat owners should be provided in the entrance lobb
- 16. All firefighting shall be as per rules and regulations of the sanctioning Authority i.e. C.F.O.;
- 17. Fire extinguisher facility to be provided;
- 18. Rain water harvesting shall be provided as per the MCGM Rules;
- 19. A security cabin connected with intercom facility;
- 20. A servant's toilet in the suitable building premises
- 21. Bore well facility:
- 22. Provision for. Cable line, Internet cable, telephone cable etc.
- 23. Ventilation for each toilet in Flats/Shops.
- 24. Car Parking will be provided as per the approved plans from MCGM

Water taps in the parking area with lock

If design permits, solar panel for producing electricity for common use.

ED and all rooms

KITCHEN

Black Granite Platform L type with fascia in front - molded vertical

partitions in Kadappa, ceramic tiles below counter with stainless steel sinks

Nirali or equivalent) + service platform. Matching colour granite with

sliding window frame and granite colour

5058

MODISPACES REAL ESTATE PRIVATE LIMITED I CIN:U45200MH2006PT

orate Office : Prem Sagar, 57 Swastik CHS, NS Road No.3, Juho Scheme, Mumbai-400056 India. Tel:022 26134824 Branch Office : People's Gym, Evershi



- Full height Dado tile decorative above kitchen platform upto the beam bottom /
- 3. Piped Gas System in Kitchen
- Enameled painted, symmetrical MS (heavy gauge) safety Grill in rooms and kitchen windows matching all the floor and elevation with escaping door for all windows
- 5. Exhaust fan in bathroom/s and kitchen
- 6. Water filter point with water filter in kitchen (Aquaguard or equivalent)
- 7. For repair purpose, control cock is to be installed in kitchen and bathrooms.

BATHROOM

- 1. Designer Bath fitting of Jaquar (C.P) or equivalent make in all toilets
- Western Commode., wash basin (Hindware, Plumber or equivalent) in bathrooms
- 3. Exhaust fan in bathroom and kitchen
- 4. Geyser will be provided in all toilets/bathroom
- 5. Concealed plumbing of good quality heavy-duty GI/PUC process Gindal or equivalent).
- 6. Antiskid tiles in flooring of toilet, bathroom of make (Kajaria/ Johnson, Nitco or equivalent)
- Glazed tiles up to ceiling in bathroom of make (Kajaria/ Johnson, Nitco or equivalent)
- 8. Toilet windows of granite, with louvers of Anodized aluminum with opaque
- 9. Bathroom area with loft, where possible.
- 10. Enameled painted, symmetrical MS/Aluminum (heavy gauge) safety Grillo
- 11. PVC or GI pipes (Tata / Jindal or equivalent) for domestic and flushing water

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- 12. Control cock for repair purpose in kitchen and bathrooms.
- 13. Shower in all bathrooms and jet spray Hot and cold water mixer single lever diverter of Jaquar solo or equivalent quality with overhead shower and hand spray etc.

COMPOUND AND COMMON AREA

- 1. Name plate display in entrance area of both wings
- 2. Well-designed grand entrance lobby with granite / marble
- Automatic high speed Elevators of (Otis / Schindler/ Kone or equivalent)
 make –
- 4. Compound wall with proper height for security reason.
- CCTV Arrangement in entrance lobby area, compound, Terrance and refuge area
- 6. Watchman's cabin with intercom phone
- 7. Society office as per MCGM rules with furniture.
- 8. LED lighting in common area
- Overhead water tank waterproof cement plaster on internal surfaces. Same for Underground tank
- 10. Common servant's toilet
- 11. Plantation besides compound wall

8 120 Corapound flooring of anti-skid chequered tiles

13. We will provide recreation facility. Will provide indoor games as per free FSF area permitted by MCGM.

14. Heavy duty PVC pipes for disposal of waste water.

15 Elaborate white ants treatment to be carried out for foundation and plinth level during construction

16. Brickwork 9 / 6 inches for external walls and 6 / 4 inches for internal walls

with use of river sand and 43 grade cement

4492 17. Decorative main gate.

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MODISPACES REAL ESTATE PRIVATE LIMITED I CIN: U45200MH2006PTC159318 I www.modispaces.com Corporate Office : Prem Sagar, 57 Swastik OHS, NS Road No.3, Juliu Scheme, Mumbai-400056 India. Tel:022 26134824 | Branch Office : People's Gym, Evershine Nagar, OH. Link Road, Malad (W), Mumbai-400064. Tel:022 23809137



- 18. Meter (with locked room) in kotah flooring, skirting and enameled walls.
- 19. Pump room with pumps of (CGL / KSB or equivalent) make with fully automatic control
- Automatic high speed Elevators of (Otis / Schindler/ Kone or equivalent)
 preferably with front glass door.
- 21. Borewell water to be provided
- 22. Lift room as per MCGM
- 23. Height of the plinth will be higher than compound level by at least 150mm
- 24. The compound level will be higher than road by atleast 1.5 2 ft. Terrace, machine room top / toilets: Brick bat coba with water proofing over one coat of chemical treatment with china mosaic on top as finishing coat with 10 years guarantee.
- 25. D.G. generator backup for lift, staircase lobby and common area lighting.
- 26. Adequate/proper seating arrangements in the Bldg. compound and also in entrance lobby

27. Both steps and slope ground to entrance lobby slopping so as to chair

FOR SHOPS

- Nos. Light points for every 100 sqft. Of carpet area.
- 2. 3 Nos. Plug points.
- 3. 2 Fans with regulator.
- 20 Amps. DP switch & socket.
- One exhaust fan with separate point in toilet.
- 6. 2 Light points in toilet
- 7. Telephone socket.
- 8. Intercom, Internet points.
- 9. Western Commode with jet spray in toilet





Anard Modi





- 10. Wash basin in toilet
- 11. Provision for loft where possible.

BUILDING ELEVATION

- 1. Earth Quake resistant building.
- 2. Modern building elevation. Best of elevation from reputed Architects
- 3. Rain water harvesting system
- 4. Vaastu Compliant building
- 5. Firefighting system as per MCGM guide line
- External finish: sand faced plaster with 2 coats of external textured paint of (Asian / Nerolac / Burger or equivalent).
- 7. Compound wall with proper height for security reason with lighting

Note:

The proposal is subject to existing terms of the MCGM. If there is modification in the rules of MCGM then such changed guidelines and rules will have to be implemented.

Anard Mode







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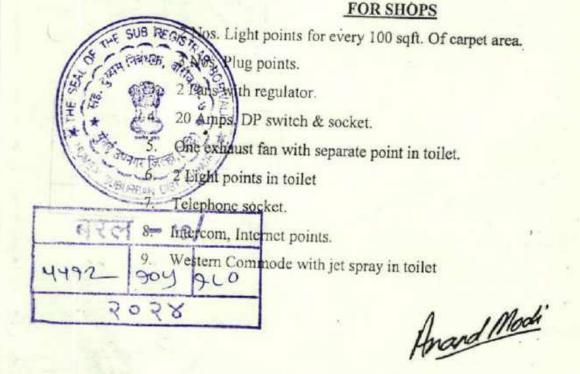
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			Sr Zo		2	3	4	5	6	7	ac	9	10	11	12		14	13	16
Schedule of Hardship Compensation to payable to society.		Synd	Surve	A-wine	Sutw.V	Stillw-V	Hulw-V	A-wing	Sulw-V	WINE-V	HALLAN-P.	B-wing	B-wing	B-wing	B-wing	Suiw-B	B-wing	B-wing	Bwing
		licate Bank Emplo	Floor	Ground	Ground	First	First	Second	Second	Third	Third	Ground	Ground	First	First	Second	Second	· Third	Third
			Flut No	-	2	3	+	3	6	7	8	_	2	3	4	ion:	6	.7	30
		Syndicate Bank Employees Adarsh CHSL	Name of the Member	Mr Ganesh Kamath	Mr. Santosh Waggankar	Mr.P. R. Prabhu	Mr.Madhav Prabhu	Mrs. Pushpa Salian	Mr. V. T. Prabhu	Mr. B. Ganesh Pai	Ms. Janice Goveas	Mr. Vinod Arora	Mr. Manifal Simaria	Mr. Arvind T. Kamath	Mr. Ritesh R. Kamath	Mr. H. P. Prabhu	Mr. M. P. Bhat	Mr. Deepak Tawade	Mr. Venktesh Padiyar
			Existing Carpet Area of Flat	635	649	735	719	735	719	735	719	646	639	723	729	723	729	723	729
	MOFA	1.32	New BMC area to give RERA	858	857	970	949	970	949	970	949	853	843	954	962	954	962	954	962
			Additonal Area Purchased	0	26	0	21	0	21	0	21	117	127	16	00	16	80	16	56
			Final Carpet Area with Additional Area Purchase	838	8003	970	970	970	970	970	970	970	970	970	970	970	970	970	970
Alternate Accommodation		20000	Shifting Charges	20000	20000	20000	20000	20000	20000	29000	20000	20000	20000	20000	20000	20000	20000	20000	20000
	Ти Усаг		Brokerage 1	44000	44000	48000	48000	48000	48000	48000	48000	44000	44000	48000	48000	48000	48900	48000	48000
			Rent (0- 12Months)	528000	528000	576000	576000	576000	576000	576000	576000	528000	528000	576000	576000	576000	576000	576000	576000
	200		Brokerage 2	48400	48400	52800	52800	52800	52800	52800	52800	48400	48400	52800	52800	52800	52800	52800	52800
	2nd year		Rent (13-24)	580800	580800	633600	633600	633600	633600	633600	633600	580800	580800	633600	633600	633600	633600	633600	633600
	6months		Rent (6Months)	319440	319440	348480	348480	348480	348480	348480	348480	319440	319440	348480	348480	348480	348480	348480	348480
		250	Corpus at DA (50%)	148740	162250	183750	179750	183750	179750	183750	179750	161500	159750	180750	182250	180750	182250	180750	182250
		250	Corpus at OC (50%)	148740	162250	183750	179750	183750	179750	183750	179750	161500	159750	180750	182250	180750	182250	180750 +	182250
			Stamp Duty / Advance Corpus Paid																
			Total Amount Payable	1888140	1894180	2046380	2038380	2046380	2038380	2046380	2009340	1863640	1889180	2040380	2043380	2040380	2043380	2040380	7154420
			Total payable on DA&IA Execution	750750	754250	827750	823750	827750	823750	827750	823750	753500	751750	824750	826250	824750	826250	824750	826250
			New Allotment Flat No	201	301A + 301B	401A + 401B	1202A+1202B	601A+602B	501A + 501B	90IA+90IB	802A + 802B	302A+302B	1102A+1102B	1402A+1402B	402A + 402B	801A + 801B	602A + 602B	B1001 + V1001B	902A + 902B



LAW ORIGIN ADVOCATES & SOLICITORS

TITLE CERTIFICATE

Sub: All that piece and parcel of Plot of land bearing Final Plot No. 620B of TPS III and bearing Sub Plot No.5 admeasuring in aggregate 903.25 sq. mtrs. bearing CTS No. 511/31 of Village Borivali, Taluka Borivali in the Registration District of Mumbai Suburban ("said Plot") together with the Building standing thereon known as "Adarsh" comprising of ground and 3 upper floors consisting of 16 residential Flats ("said Building") situate, lying and being at Kastur Park, Shimpoli Road, Borivali (West) Mumbai – 400 092 and bounded as follow:- On or towards East: Nirdhar Co-operative Housing Society Limited; On or towards West: Krishna Koyna Co-operative Housing Society Limited; On or towards West: Krishna Koyna Co-operative Housing Society Limited; On Satyavinayak Co-operative Housing Society Limited. The said Plot and the said Building shall unless referred to independently shall hereinafter be collectively referred to as "the said Property".

1. We have investigated the title of "SYNDICATE

SYNDICATE BANK

EMPLOYEES ADARSH CO-OPEARTIVE HOUSING SOCIETY

LTD"., a Society registered under the provisions of the Maharashtra

Co-operative Societies Act, 1960 and Rules made thereunder,

Registered office: Law Origin, 105, 1st Floor, Hallmark Business Plaza, Near Guru Nanak Hospital, Bandra-East, Mumbai 400051, Maharashtra, India, Phone No.:7208055591/9819589462; email id.: <u>laworigin2021@qmail.com</u>

Branch Office - 1012,10th Floor, Ghanshyam Enclave, Lalji Pada, Kandivali (West), Mumbal - 400-067.

FOR ALL YOUR LEGAL NEEDS

ADVOCATES & SOLICITORS

under registration No. HSG/4717/76, and having its Registered Office at 5/624, Kastur Park, Shimpoli Road, Borivali (West), Mumbai - 400 092 (hereinafter referred to as "the said Society"). We on behalf of the Society have also caused searches taken through Search Clerk, Mr. Rajesh Bhandari in the office of the Sub-Registrar of Assurances for the period of 51 years i.e., 1973 to 2023 (both inclusive) by taking searches in the office of the Sub-Registrar of Assurances at Mumbai, Bandra, Borivali (the search report are subject to torn pages of Index II, mutilated records, some records are misplaced and also unavailable records for the years as mentioned therein) and by causing to publish Public Notices in two newspapers namely, (1) The Free Press Journal (English) and (ii) Navshakti (Marathi) in their respective issues both dated 7th. November, 2023 inter alia inviting objections /claims on the title of the said Society to the said Property.

2. DEEDS AND DOCUMENTS: -

Against Co-operative Housing Society Limited;

Intimation of Disapproval (IOD) bearing No. E.B.

CE/2/265/BSII/A/R dated 13th March, 1976 issued by the

OR

MUNBA

Municipal Corporation of Greater Bombay [now Mumbai];

4412 90E 9CO

ADVOCATES & SOLICITORS

- iii. Occupation Certificate bearing no. CE/2265/BSZII/AR dated 12th January, 1978 issued by Municipal Corporation of Greater Bombay [now Mumbai];
- iv. Articles of Agreement dated 2nd September, 1975 executed by and between Messers. S.K Builders, a Partnership Firm carrying on business through their partners (1) S.D Damani, (2) K.V Kothari, (3) Mrs. M.N Damani and (4) Mrs. M.V Kothari (therein referred to as Vendors) and P.R Prabhu and B.Y Rao, the Chief Promoters of the proposed Society in the name as may be approved by the Assistant Registrar of Co-operative Societies (therein referred to as Purchasers);
- (1) Ajay Nandlal Doshi, (2) Asha Kirit Shah, (3) Mrs. Anju B Almoula, (4) Ashok Ramniklal Doshi, (5) Haren Lalbhai Sheth,(6) Haribhai Mohanlal Sheth, (7) Ajit Ramniklal Doshi,
 - (8) Kastur Lalbhai Sheth, (9) Shailesh Chandulal Sheth, (10) Bankim Vishnuprasad Almoula and (11) Mrs. Hasumati L Sheth, carrying on business in partnership firm in the name and style of Messers L.K Builders (therein referred to as the Vendors) and (1) S. D Damani (2) K.V Kothari (3) Mrs. M.N Damani and (4) Mrs. M V Kothari, carrying on business in

ADVOCATES & SOLICITORS

partnership firm in the name and style of Messers S.K Builders (therein referred to as First Confirming Parties) and P. R Prabhu and B.Y Rao (therein referred to as Second Confirming Parties) and Syndicate Bank Employees Adarsh Co-operative Housing Society Limited (therein referred to as Purchasers) and duly registered with the office of Sub-Registrar of Assurances at Bombay under serial No. BOM/424 of 1977;

- vi. Indenture dated 3rd February, 1979 executed between (1) Ajay

 Nandlal Doshi, (2) Asha Kirti Shah, (3) Mrs. Anju B. Almoula,
 - (4) Ashok Ramniklal Doshi, (5) Haren Lalbhai Sheth,
 - (6) Haribhai Mohanlal Sheth, (7) Ajit Ramniklii Doshi,
 - (8) Kastur Lalbhai Sheth, (9) Shailesh Chandulal Sheth,
 - (10) Bankim Vishnuprasad Almoula and (11) Mrs. Hasumati L.

Sheth, carrying on business in partnership firm in the name

and style of Messers. L. K Builders (therein referred to as the

Vendors) and (1) S. D. Damani, (2) K.V. Kothari and (3) Mrs.

Kothari carrying on business in partnership firm in the

name and style of Messrs. S.K. Builders (therein referred to as

First Confirming Parties) and (1) P.R. Prabhu and (2) B.Y. Rao

(therein referred to as Second Confirming Parties) and

Syndicate Bank Employees Adarsh Co-operative Housing

4492 399 9LD 2028

ADVOCATES & SOLICITORS

Society Limited (therein referred to as Purchasers) and duly registered with the office of Sub-Registrar of Assurances at Bombay under serial No. BOM/279 of 1979;

- vii. Agreement For Sale dated 16th December, 2005 executed by and between Mr. Raghuveer Padmanabh Mallya (therein referred to as the Transferor) and Mr. Madhav V. Prabhu (therein referred to as the Transferee) and duly registered with the office of Sub-Registrar of Assurances at Borivali under serial No. BDR12-06844 of 2005;
- viii. Property Register Card;
- by Municipal Corporation of Greater Mumbai; SUB REGISTR
- x. 6/12 Extracts and 7/12 Extracts;
- xi. Public Notice published in Free Press Journal (English) and
 Navshakti (Marathi) in their respective issues both dated 7th
 November, 2023;

4492

for the period of 51 years i.e., 1973 to 2023 (both inclusive) by taking searches in the office of the Sub-Registrar of Assurances at Mumbai, Bandra, Borivali;

ADVOCATES & SOLICITORS

- On perusal of the documents listed in clause 2 hereinabove we have to state as follow: -
 - Shri Arvind Naginchandra Mafatlal and others (therein referred to as Vendors) and (1) Ajay Nandlal Doshi, (2) Asha Kirti Shah, (3) Mrs. Anju B. Almoula, (4) Ashok Ramniklal Doshi, (5) Haren Lalbhai Sheth, (6) Haribhai Mohanlal Sheth, (7) Ajit Ramniklii Doshi, (8) Kastur Lalbhai Sheth, (9) Shailesh Chandulal Sheth, (10) Bankim Vishnuprasad Almoula and (11) Mrs. Hasumati L. Sheth, carrying on business in partnership firm in the name and style of Messers. L. K Builders, the Vendors have agreed to sell and convey All that piece and parcel of Larger Plot of Land bearing Survey No. 25/1 and 26/1 admeasuring 1,02,739.892 sq.mtrs of Village Borivali, Taluka Borivali in the Registration

District of Mumbai Suburban situate, lying and being at Kastur Park, Shimpoli Road, Borivali (West), Mumbai -400 092 ("said Larger Plot") as more particulary described in the Second Schedule thereunder written.

(b) - By a Deed of Rectification and Confirmation dated 19th January,

1974 executed by and between (1) Shardaben Bhagubhai,

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Pannabeh Hemant Bhagubhai, minor son of Hemant

ADVOCATES & SOLICITORS

Bhagubhai and Radhika and Shalini, the daughters of Hemant Bhagubhai (therein referred to as Party of First Part) and (1) Ajay Nandlal Doshi, (2) Asha Kirti Shah, (3) Mrs. Anju B. Almoula, (4) Ashok Ramniklal Doshi, (5) Haren Lalbhai Sheth, (6) Haribhai Mohanlal Sheth, (7) Ajit Ramniklii Doshi, (8) Kastur Lalbhai Sheth, (9) Shailesh Chandulal Sheth, (10) Bankim Vishnuprasad Almoula and (11) Mrs. Hasumati L. Sheth, carrying on business in partnership firm in the name and style of Messers. L. K Builders (therein referred to as Party of the Second Part), the Party of the First Part did ratify and confirm the conveyance executed by them in favour of the Party of Second Part therein.

(c) The said M/s. L.K Builders have sub-divided final Plot Nos. 625, 624 and 324 of Town Planning Scheme No. M. Borivali and the Bombay Municipal Corporation by their letter bearing No. C/229/LOR dated 4th August, 1973 sanctioned the sub-division of the Plots and approved the layout thereof.

(d) In the premises, (1) Ajay Nandlal Doshi, (2) Asha Kirti Shah, (3) Mrs. Anju B. Almoula, (4) Ashok Ramniklal Doshi, (5)

Haren Lalbhai Sheth, (6) Haribhai Mohanlal Sheth, (7) Ajit

Ramniklii Doshi, (8) Kastur Lalbhai Sheth, (9) Shailesh

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Chandulal Sheth, (10) Bankim Vishnuprasad Almoula and (11) Mrs. Hasumati L. Sheth, carrying on business in partnership firm in the name and style of Messers. L. K Builders are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Larger Plot.

(e) By Agreement for Sale dated 11th March, 1975 executed by and between M/s. L.K Builders (therein referred to as Vendors) and M/s. S.K Builders and Mrs. Malati Niranjan Damani (therein referred to as Purchasers), the Vendors therein sold, transferred and conveyed to the Purchasers a Sub Plot No. 5 of the Final Plot No.624 of Town Planning Scheme No. III, Borivali forming part of the said Larger Plot admeasuring 1,02,739.892 sq.mtrs of Village Borivali, Taluka Borivali in the Registration District of Mumbai Suburban ("said Plot") for the consideration and on the terms and

conditions as set out therein.

By a Package Deal Agreement dated 2nd September, 1975 executed by and between M/s. S.K Builders and Mrs. Malati Niranjan Damani of One Part and P.R Prabhu and B.Y Rao,

the Chief Promoter of Proposed Society of the Other Part, the

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S.K Builders have agreed to sell to the Proposed Society the said Plot, for the consideration and on the terms and conditions as set out therein.

- Messers L.K Builders made an application to the Competent (g) Authority for permission under Sub-Section (2) of Section 27 of the Urban Land (Ceiling and Regulations Act, 1976) for transfer of the said Plot and accordingly, Messers L.K. Builders got the building plans approved/sanctioned from Municipal Corporation of Greater Bombay (Mumbai) for construction of building known as "Adarsh" consisting of ground and 3 upper floors consisting of 16 residential Flats ("the said Building") and accordingly, commenced completed construction of the said Building on the said Plot. as per the duly approved/sanctions and obtained Occupation Certificate (OC) bearing No. CE/2265/BSXII/AR dated 12th January, 1978. The said Plot and said Building shall unless referred to independently be hereinafter collectively referred to as "the said Property".
- (h) In the meantime, the Promoters got the proposed Society registered under the name and style of "Syndicate Bank



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Employees Adarsh Co-operative Housing Society Limited", under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 and rules framed thereunder under Registration No. HSG/4717/76.

- (i) The Lands Officer being the Competent Authority under the said Urban Land (Ceiling and Regulations Act, 1976) has by his letter bearing No. LND/ULCRA-27/NOC /2507 dated 25th November, 1976 granted permission to Messers L.K Builders for transfer by way of sale the said Property on the terms and conditions mentioned therein.
- (j) By Indenture of Conveyance dated 17th March, 1977
 executed by and between Messers L.K Builders (therein
 referred to as Vendors) and (1) S.D Damani, (2) K V Kothari
 & Ors as partners of M/s. S K Builders (therein referred to as
 First Confirming Parties) and P.R Prabhu and B Y Rao

Society herein (therein referred to as Purchasers) and duly registered with the office of Sub-Registrar of Assurances at Bornbay under serial No. S/424/1977 on 18th March, 1977,

the Vendors with the consent and confirmation of the First

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Confirming Parties and Second Confirming Parties have granted and conveyed a portion admeasuring 813.98 sq.mtrs or thereabouts unto and in favour of the Purchasers, for the consideration and on the terms and conditions in the manner as set out therein.

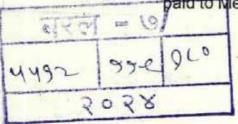
- (k) Messers L.K Builders and the Society herein have made necessary application to the Government of the State of Maharashtra General Administration Department under Section 20 sub-section (2) of the Urban Land (Ceiling and Regulations) Act, 1976 for an order of exemption of the said balance area of 89.27 sq.mtrs or thereabouts from the provisions of Chapter III of the said Urban Land (Ceiling and Regulations) Act, 1976.
- (I) Messers L.K Builders had requested the Society to take the Conveyance of the said undivided permitted area of 813.98 sq.mtrs or thereabouts with the said Building standing thereon.
- (m) Messers L.K Builders had assured the Society that as soon as the necessary exemption order is granted by the Government of the State of Maharashtra exempting the said

ADVOCATES & SOLICITORS

undivided balance area of 89.27 sq.mtrs or thereabouts from the provisions of Chapter III of the Urban Land (Ceiling and Regulation) Act 1976, Messers L.K Builders will execute another conveyance of the said undivided balance area of 89.27 sq.mtrs or thereabouts.

- (n) By an Order dated 4th February, 1978, the Under Secretary to the Government of Maharashtra, General Administration Department, Mantralaya, Bombay, exempted the said excess vacant land admeasuring 89.27 sq. mtrs or thereabouts under section 20 of the Urban Land (Ceiling and Regulations) Act, 1976, from the provisions of Chapter III of the said Act subject to the conditions mentioned therein.
- agreed with the Society herein that they shall join in the another conveyance to be executed by Messers L.K Builders in the vour of the Society herein for the said undivided balance area of 89.27 sq.mtrs or thereabouts of the said Plot.

Messers S.K Builders and Mrs. Malati Niranjan Damani have



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by them to Messers S.K Builders under the Agreement for Sale dated 11th March, 1975.

- (q) Mrs. Malati Niranjan Damani expired on 14th June, 1978. Since, the death of Mrs. Malati Niranjan Damani, Messers S.K Builders have continued the said business in the name and style of Messrs S.K Builders and are the present partners of the said Firm.
- (r) Indenture dated 3rd February, 1979 executed between

 (1) Ajay Nandlal Doshi, (2) Asha Kirti Shah, (3) Mrs. Anju B.

 Almoula, (4) Ashok Ramniklal Doshi, (5) Haren Lalbhai

 Sheth, (6) Haribhai Mohanlal Sheth, (7) Ajit Ramnikli Doshi,

 (8) Kastur Lalbhai Sheth, (9) Shailesh Chandulal Sheth

 (10) Bankim Vishnuprasad Almoula and (11) Mrs. Hasumati

 L. Sheth, carrying on business in partnership firm in the name

 and style of Messers. L. K Builders (therein referred to as the

 Vendors) and (1) S. D. Damani, (2) K.V. Kothari and (3) Mrs.

 M.V. Kothari carrying on business in partnership firm in the

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 name and style of Messrs. S.K. Builders (therein referred to

 as First Confirming Parties) and (1) P.R. Prabhu and (2) B.Y.

Rao (therein referred to as Second Confirming Parties) and



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Syndicate Bank Employees Adarsh Co-operative Housing Society Limited (therein referred to as Purchasers) and duly registered with the office of Sub-Registrar of Assurances at Bombay under serial No. BOM/279 of 1979, the Vendor therein with the consent and confirmation of the First Confirming Parties and Second Confirming Parties sold and transferred the said undivided area admeasuring of 89.27 sq.mtrs or thereabouts, as more particulary mentioned therein, for the consideration and on the terms and conditions as set out therein;

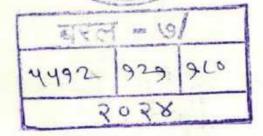
(s) Thus, the Society became entitled to the said Property as absolute Owners thereof;

4. OBSERVATION ON PROPERTY REGISTER CARD AND

DEVELOPMENT PLAN 2034 REMARKS:

the name of the Society is mutated on the PR Card as "Adarsh".

The Society has represented that the Society and Adarsh are one and the same.



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ii. Development Plan 2034 Remarks issued by the office of the Chief Engineer (Development Plans) of Municipal Corporation of Greater Bombay bearing No. Ch.E./DP34202012111296343 reflects that the said Plot is in "Residential (R) Zone".

5. SEARCH: -

- (i) We have caused searches to be taken through Search Clerk,
 Mr. Rajesh Bhandari in the office of the Sub-Registrar of
 Assurances for the period of 51 years i.e., 1973 to 2023 (both
 inclusive) by taking searches in the office of the Sub-Registrar
 of Assurances at Mumbai, Bandra, Borivali in respect of the
 said Property who submitted his Search Report dated 7th
 November, 2023 ("said Search Report").
 - (a) The said Search Report, is subject to torn pages of Index

 If and unavailable records for the years as mentioned therein, which is reproduced herein below:
 - available for taking search after 2002 till the date of the said Search Report i.e., 7th November, 202;

6. PUBLIC NOTICE:

(i) We have caused public notices to be published in 2 (two)
 newspapers namely, (i) The Free Press Journal (English) and

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- (ii) Navshakti (Marathi) in their respective issues both dated 7th November, 2023 *inter alia* inviting objections/ claims on the title of the said Society to the said Property.
- (ii) We state that we have not received any objection/claim in response to the public notices caused to be published by us in 02 (two) newspapers viz., (i) Free Press Journal (English) and (ii) Navshakti (Marathi) both in its issue dated 7th November, 2023 respectively.
- 7. We state that the documents listed in Para "2" hereof are the only documents provided by the said Society, to us for the purpose of due diligence. We further state that all the statements and observations in this certificate of title are based on the documents provided to us by the said Society for the purpose of due diligence as listed in Para 2 herewith.

File Certificate has been prepared on the basis of the documents will be a summary of the documents and presuming that the contents of the aforesaid documents, are true and correct. We take no responsibility for not having envisaged in this Title Certificate, the contents of the documents, that may be relating to



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the said Property but which have not been provided to us for our perusal.

- 9. For the purpose of this title certificate, we have relied upon the following:
 - (i) Information relating to lineage on the basis of Revenue Records as well as copies of Title Documents provided to us by the said Society as listed in Para "2" hereinabove;
 - (ii) Copies of Property Card, 7/12 Extract and mutation entries recorded thereon;
 - (iii) Copy of the Search Report dated 7th November, 2023 submitted by the search clerk, which is subject to torn pages of Index II and unavailable records with the Office of the Sub-Registrar for the year's set out herein above.
- 10. This Title Certificate is issued based on the title documents perused by us and the same is based on the assumption:
 - (i) of the legal capacity of all natural persons, genuineness of all signatures;
 - (ii) authenticity of copies of the documents submitted to us
 - (iii) of the accuracy and completeness of all the factual representations made in the documents.

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- (iv) that there have been no amendments or changes to the documents examined by us;
- 11. We have not carried out any searches in any Court of Law, Tribunal(s), Forum(s), Regulatory Body(ies), Competent Authority(ies) and this Title Certificate is issued presuming that there is no pending litigation, proceeding, enquiry, etc., before any Court of Law, Tribunal(s), Forum(s), Regulatory Body(ies), Competent Authority(ies) etc., in respect of the said Property.
- 12. We express no view about the user/reservations/FSI/or development potential in respect of said Property.
- 13. We have not verified any circulars/notifications/regulations issued by any State/ Central Governmental Authority(ies) relating to reservation in respect of the said Property or any portion thereof.

14. We have not verified the market value of the said Property involved or whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion in respect





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- 15. We are not authorized or qualified to express an opinion relating to plan permission, approvals or development potential in respect of the said Property.
- 16. We are not certifying the boundaries of the said Plot/Property and/or physical condition of the said Plot/Property, since, we have not visited the captioned property. We are also not certifying the title in respect of Members premises.
- 17. A certificate/s, determination, notification/s, opinion/s or the like shall not be binding on any Indian Court(s) or Arbitrator(s) or Quasi- Judicial Authority(ies) or Regulatory Body(ies) or Tribunal(s) which would have to be independently satisfied, despite any provision/reference independently satisfied.
- 18. We have not raised any requisitions on the title of the said Property. We have however, relied upon the documents and information provided by the Society
- 19. This Title Certificate is limited to the matter pertaining to Indian Law (as) on the date of this Opinion) alone and we express no opinion on laws of any other jurisdiction.

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- 20. This Title Certificate is issued at the instruction of the said Society and strictly for the benefit of the said Society only.
- 21. In the circumstances and subject to what is stated hereinabove and based on the documents perused by us as stated in clause I hereinabove, we are of the opinion that SYNDICATE BANK EMPOLYEES ADARSH CO-OPERATIVE HOUSING SOCIETY LTD are the owners of the said Property and have clear and marketable title to the said Property.

Dated this 11th day of December, 2023.

Yours Faithfully, M/s. Law Origin

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Namita Natekar Partner



ModiSpaces

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Date: 25th June 2018



COMPANY REGISTRATION NO: U45200MH2006PTC159318 Total No. of Directors of the Company: 4

Board Meeting held on 25th June 2018 and chaired by Ghanshyam Modi

Certified copy of an extract from the minutes of the meeting of the Board of Directors of M/s Modispaces Real Estate Private Limited held at Prem Sagar, Plot No.57, Swastik Co-op. Housing Society, Cross Road No.3, Juhu Scheme, Vile Parle (West), Mumbai - 400 056 held on 25th June 2018.

- The Company is carrying on business of Builders and Developers and for the said purpose the Company acquires vacant land, development rights, enters into joint development agreement and undertakes development and redevelopment of various properties in Mumbai and other places.
- The Company has acquired or may hereafter acquire development rights/ joint development rights in respect of various properties to develop/redevelop the plots along with the existing structures standing thereon on the terms and conditions as agreed between the Company and the Societies/ Members of the Societies/ Condominium/Apartment Owners/Flat Occupants/ Plot Owners/ Lessees/ Tenants/ Sub-Tenants/Occupants/Slum Rehabilitation Societies strum Dwellers/ Encroachers of the Plot/Properties.
- The Company has assigned or may hereafter assign the development fights/ foint development 3. rights in favour of any Public Limited Company, Private Limited Company, Partnership Firms, Limited Liability Partnerships, Private Individual and Sole Proprietor in respect of various properties to develop/re-develop the plots along with the existing structures standing thereon on the terms and conditions as agreed between the Company and the Societies/ Members of the Owners/ Condominium/ Owners/Flat Occupants/ Plot Apartment Lessees/Tenants/Occupants/Slum Rehabilitation Societies/ Slum Dwellers/ Encroachers of the Plot/Properties. 4492 921

The Company is owner of various immovable properties and may hereafter be interested in either purchasing the immoveable properties and/or selling the immovable properties acquired by them to any third party.

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- To appear and represent the Company for its various projects that have been undertaken or that may come up in future before concerned local authorities such as the Town Planning Authority. Municipal Corporation of Greater Mumbai (MCGM), Mumbai Building Repair and Reconstruction Board (MBR&RB), a unit of Maharashtra Housing & Area Development Authority (MHADA), Slum Rehabilitation Authority (SRA), State Government, Central Government and/or other Local Authorities, including Semi Government Authorities Quasi-Judicial Authorities and Utility Service Providers such as Reliance Infrastructure Limited/The Tata Power Company Limited, Mahanagar Gas Company for and on behalf of the Company relating to all matters.
- 6. For the said purposes the Company is required to execute Memorandum of Understanding, Agreement for Sale, Indenture of Conveyance/Deed of Conveyance, Development Agreement, Joint Development Agreement, Agreement for Assignment of Development Rights/Deed of Assignment of Development Rights, Joint Venture Agreement, Agreement for Assignment, Deed of Assignment/Indenture of Assignment, Indenture of Lease/Deed of Lease/Deed of Transfer/Transfer, Deed of Apartment, Sale Deed, Leave and License Agreement, Tenancy Agreement, Transfer of Tenancy Agreement, Individual Agreement, Agreement for Permanent Alternate Accommodation, Agreement for Surrender, Deed of Surrender, Allotment Letter, Letter of Intent, Tender, Public Notice, No-Objection Letter, Agreement for Purchase of Transfer of Development Rights, Special Power of Attorney, General Power of Attorney, Deed of

SUB RECASTION Deed of Modification, Deed of Confirmation, Deed of Cancellation, Deed of Recalication, Deed of Modification, Deed of Confirmation, Supplemental Agreement, Substitute Power of Attorney, Letter of Possession, Applications, Forms, Receipts, Society Transfer forms, Transfer Forms, Collector Form, Undertakings, Affidavits, Indemnity Bond, Letters, writings, agreements, documents, deeds and all other incidental documents as may be advice to the Company from time to time, as Developers/ Promoters/ Sellers/ Vendors/ Owners/ Lessors/Lessees/ Purchasers/ Transferors/ Transferees/ Licensors/ Licensees/ Apartment

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RESOLVED THAT Mr. ANAND MODI is hereby authorized to represent the Company before the Society/ Owners/ Vendors/ Transferors/Members of the Societies/Apartment Owners/Tenants/ Occupants /Encroachers/Developers/ Promoters to develop/redevelop the plots under SRA Schemes or any other schemes as per the prevailing Development Control Regulations and negotiate and finalize the terms and conditions of the agreements including consideration and other expenditure and for the said purpose he shall take all the necessary decisions for and on behalf of the Company.

RESOLVED FURTHER THAT the Board of Directors of the Company do hereby authorize Mr. ANAND MODI, Director of the Company to (i) approve the drafts of Memorandum of Understanding, Agreement for Sale, Indenture of Conveyance/ Deed of Conveyance, Development Agreement, Joint Development Agreement, Agreement for Assignment of Development Rights/Deed of Assignment of Development Rights, Joint Venture Agreement, Agreement for Assignment, Deed of Assignment/Indenture of Assignment, Indenture of Lease/Deed of Lease, Deed of Transfer, Deed of Apartment, Leave and License Agreement, Tenancy Agreement/Transfer of Tenancy Agreement, Individual Agreement, Agreement for Permanent Alternate Accommodation, Allotment Letter, Letter of Intont Pender, Public Monce, No Objection Letter, Agreement for Purchase of Transfer of Development Rights, Special Power of Attorney, General Power of Attorney, Deed of Indemnity, Declaration cum Indemnity, Agreement for Cancellation, Deed of Cancellation, Deed of Rectification, Deed of Modification, Deed of Confirmation, Supplemental Agreement, Substitute Power of Attorney, Letter of Possession, Applications, Forms, Receipts, Society Transfer forms, Transfer Forms, Collector Form, Undertakings, Affidavits, Indemnity Bond, Letters, writings, agreements, documents, deeds and all other incidental documents Correspondence, Agreements, etc. with the State Government, local and Central Government Offices and Departments, Statutory Authorities, Private Organizations, Public Trust, Private Trust, Societies, Condominium, Association of Persons, Owners, Tenants, Members, Occupants and encroachers and any Persons Whether incorporated or not, Suppliers and Vendors and any contracting party with the Company, as may be required and (ii) to appear and represent before them for and on behalf of the Company relating to all matters for the conduct of the day-to-day management and business of the Company.

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RESOLVED FURTHER THAT the Board of Directors of the Company do hereby authorize Mr. ANAND MODI, Director of the Company to sign and execute all the necessary agreements, deeds, documents, writings such as Memorandum of Understanding, Agreement for Sale, Indenture of Conveyance/Deed of Conveyance, Development Agreement, Joint Development Agreement, Agreement for Assignment of Development Rights/Deed of Assignment of Development Rights, Joint Venture Agreement, Agreement for Assignment, Deed of Assignment/Indenture of Assignment, Indenture of Lease/Deed of Lease, Deed of Transfer/Transfer Deed, Deed of Apartment, Sale Deed, Tenancy Agreement/Transfer of Tenancy Agreement, Individual Agreement, Agreement for Permanent Alternate Accommodation, Agreement for Surrender, Deed of Surrender, Allotment Letter, Letter of Intent, Tender, Public Notice, No Objection Letter, Agreement for Purchase of Transfer of Development Rights, Special Power of Attorney, General Power of Attorney, Deed of Indemnity, Declaration cum Indemnity, Agreement for Cancellation, Deed of Cancellation, Deed of Rectification, Deed of Modification, Deed of Confirmation, Supplemental Agreement, Substitute Power of Attorney, Letter of Possession, Applications, Forms, Receipts, Society Transfer forms, Transfer Forms, Collector Form, Undertakings, Affidavits, Indemnity Bond, Letters etc., and all other incidental documents for completing the transaction in respect of various properties for purchase or sell or grant/acquiring of development rights as the case may be, on behalf of the Company and/or and all other writings, deeds and documents as may be required to be executed pertaining to the projects undertaken/agreed to be undertaken by the Company and do all such SUB ACTS deeds, matter and thing as may be necessary in the interest of the project.

RESOLVED FURTHER THAT the Board of Directors of the Company do hereby authorize

Air. ANAND MODI, Director of the Company as authorized signatory to institute/file a legal

Case to prosecute, defend any litigation or initiate any suit/ action on behalf of Company before

the Hon'ble High Court, at Bombay or any other Court, Judicial/Quasi-Judicial Authority,

Charity Commissioner, Co-operative Courts, and/or Tribunals and defend any legal case against

the Company and for the said purpose to appoint Advocates, Solicitor, Counsel sign Vakalatnama

and also approve all the drafts of the proceedings, sign, verify, any Suit, Petition, Written

and also approve all the drafts of the proceedings, sign, verify, a

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Statement and/or to affirm any Applications, Affidavits, Appeals, Actions, Notice of Motion, Chamber Summons, Reply, Civil Writ Petitions, Writ of Summons Civil Applications, Interim Applications, Special Leave Petitions, Consent Terms, Consent Decree, Minutes of the Order, Injunction Order, Oral Order, Drawn-up Orders, Judgments, Decree etc., if any and all other ancillary documents in respect of Legal proceedings as may be required from time to time in connection with any legal proceedings by or against the Company before any Government Authority including State Government, Central Government, Local Public Body, Collector, Slum Rehabilitation Authority, Charity Commissioner, Tribunal and/or any Court and to represent Company in all manners and take all steps as may be considered necessary or appropriate or expedient and to do other acts incidental thereto.

Mr. ANAND MODI, Director of the Company to (i) appear and act in any Court of Justice and before all Courts, Magistrates or Judicial or other Officers whatsoever and to commence any action or other proceedings in any Court of Justice or Authority and to settle any suits/proceedings/petitions, compromise or refer to Arbitration any suit, action or proceeding or before the Officers of any State or Local Authority and to revoke such application and to substitute any others in their place. In case of settlement of suits or under any order or and to substitute any others in their place. In case of settlement of suits or under any order or and to supply in the Witness Box for evidence in any matters relating to the Company (ii) to apply to the Court on behalf of the Company and obtain refund of Court-fees and/or the institution fees and/or claim, compensation or other moneys due and payable to the Company (iii) to apply to the Hon'ble Courts and/or its departments and/or the Officers for the certified copies of Roznama/ Minutes of the Order, Injunction Order, Oral Order, Drawn-up Orders, Judgments, Decree etc. and/or such other papers and/or proceedings that may be required from time to time.

RESOLVED FURTHER THAT the Board of Directors of the Company do hereby authorize

Mr. ANAND MODI, Director of the Company to apply and submit various proposals to the

concerned local authorities such as the Town Planning Authority, Municipal Corporation of

Greater Mumbai (MCGM), Mumbai Building Repair and Reconstruction Board (MBR&RB), a

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unit of Maharashtra Housing & Area Development Authority (MHADA), Slum Rehabilitation Authority (SRA) and other authorities for sanction of building plans for construction of the proposed new building and/or to apply for revision, amendment or modification of such building plans after obtaining our approval to such amendments or modifications prior to submitting the same to the appropriate authorities and comply with the terms and conditions which may be stipulated by them, apply for and obtain the relevant Annexure II, Letter of Intent (LOI), Intimation Of Approval (IOA), Intimation of Disapproval (IOD), Commencement Certificate (CC), Revised/further CC, part/full Occupation Certificate (OC), Building Completion Certificate (BCC), etc. in respect of such construction work and/or get the same revalidated from time to time.

RESOLVED FURTHER THAT the Board of Directors of the Company do hereby authorize Mr. ANAND MODI, Director of the Company to appear and represent the Company before the SRA, MCGM, State Government, Central Government and/or other Local Authority including Semi-Government Authorities and Quasi-Judicial Authorities, for and on behalf of the Company with respect to all the SRA projects of the Company.

Mr. ANAND MODI, Director of the Company to approach the Central Government, Government of Maharashtra and all its departments, City Survey Office, Talati ,Mamalatdar, Tahsildar, Tahsildar, Inspector of Land Records, CRZ Authority, Collector of Land Records, Mumbai Metropolitan Region Development Authority (MMRDA), Mumbai Urban Transport Project MUTP). Police Department, Fire Brigade Department, Urban Development Department, Traffic MHADA, Utility Services Provider such as such as Reliance Infrastructure Limited/Dire Tata Power Company Limited, Mahanagar Gas Company The Real Estate (Regulation and Development) Act, 2016 (RERA) Superintendent of Land Records (SLR) including Ministry of Environment, Revenue Department, Assessment Department, Forest Department, Town Planning Authorities and all its concerned departments and all other concerned Revenue Officers and sanctioning authorities for purpose of acquisition, development and redevelopment of various properties. And for the aforesaid purpose represent the Company and appear on behalf of the Company before the concerned authorities, and make, execute and Submit proposals, information, declarations, letters, affidavits, deeds, documents, writings,

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indemnities, guarantees, bonds, undertakings, etc. as such authorities may require and comply with the requisitions of such authorities and obtain approvals and sanctions for construction of the proposed New Building/s on such properties.

RESOLVED FURTHER THAT the Board of Directors of the Company do hereby authorize Mr. ANAND MODI, Director of the Company be and is hereby authorized to represent the Company before the concerned office of Sub-Registrar of Assurances and admit execution of the aforementioned documents executed for and on behalf of the Company.

Mr. ANAND MODI, Director of the Company (i) to pay consideration towards purchase of the immoveable properties in the name of the Company and obtain valid receipt for the same; (ii) to pay to the Members/ Tenants/Occupants/Encroachers rent, brokerage, shifting charges, corpus/ hardship compensation/ displacement compensation during construction period and offer possession of new premises the Members/Tenants/ Occupants/ Encroachers; (iii) to Offer/handover possession of new premises/ property to the Members/Tenants/ Occupants/Encroachers and to the Society after completing the project; to the fossession of the premises/flats/shops/offices/properties from Owners/ Tenants/ Owners/ Tenants/ Occupants/ Encroachers and acknowledged the receipt for the same; (v) to collect/take all the original title seeds of the properties and acknowledged the receipt for the same.

Mr. ANAND MODI, Director of the Company is hereby authorized for on behalf of the Company, (i) to receive the consideration in the name of the Company towards sale of the various immoveable properties and execute valid receipt for the same in favour of the Prospective Purchaser/s; (ii) to handover possession of the properties/premises to the Prospective Purchaser/s and also handover the original title deeds relating thereto the Prospective Purchaser/s for and on behalf of the Company.

Keshau Madi

John John

Arand Madi

ModiSpaces Four Generations For Generations



RESOLVED FURTHER THAT the Board of Directors of the Company do hereby authorize Mr. ANAND MODI, Director of the Company, be and is hereby authorized to affix the common seal of the Company on all the documents which are required to be sealed.

RESOLVED FURTHER THAT all the documents executed by Mr. ANAND MODI under his single signature shall be valid for all, matters for the conduct of the day to day management and business of the Company.

For, MODISPACES REAL ESTATE PRIVATE LIMITED

Ghanshvam M Director/1

Vinit Modi Director 2

Keshan Modi Arand Modi Keshav Modi Director 3

Anand Modi Director 3





घोषणापत्र

मी, राजेश बक्शी याद्वारे घोषित करतो की, दुय्यम निबंधक बरल 7 यांचे कार्यालयात विकास करारनामा याशीर्षकचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. मोदीस्पेसेस रीयल इस्टेट प्रायवेट लिमिटेड चे संचालक श्री आनंद मोदी यांनी दिनांक २६.०९.२०१३ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादित करून कबुलीजवाब दिला आहे सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रदद केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तिपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे रददबातल ठरलेले नाही सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास भी पूर्णतः सक्षम आहे सदरचे कथन चुंकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे अन्वये स्वर्धन मी पूर्णतः सक्षम आहे सदरचे कथन चुंकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे अन्वये स्वर्धन मी पूर्णतः सक्षम आहे सदरचे कथन चुंकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे अन्वये स्वर्धन मी पूर्णतः सक्षम आहे सदरचे कथन चुंकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे अन्वये स्वर्धन मी पूर्णतः सक्षम आहे सदरचे कथन चुंकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे अन्वये स्वर्धन मी पूर्ण स्वर्धन स्वर्धन स्वर्धन स्वर्धन यांची मला जाणीव आहे.

(राजेश बनशी

कुलमुखत्यारपत्रधारकाचे नाव व सर्ह

दिनांक:- १२ . ०३ .२०२४



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पावनी 🖈 12543 दिनांच 26/09/2013

गावाच नाव बांदा

रम्नांक्वताचा अनुक्रमाकः वदर1-10055-2013

दस्तमेवजाचा प्रकारः कुलमुखस्यारपत्र

भारर करणाऱ्याचे नावः में, मोदिस्पेसेस रिअलइस्टेट प्रा ली वे संनालक आनंद पी मोदी

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T. 440.00

पृष्ठांची संख्या: 22

₹ 540.00

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बाजार मुल्यः रू 1 🚈

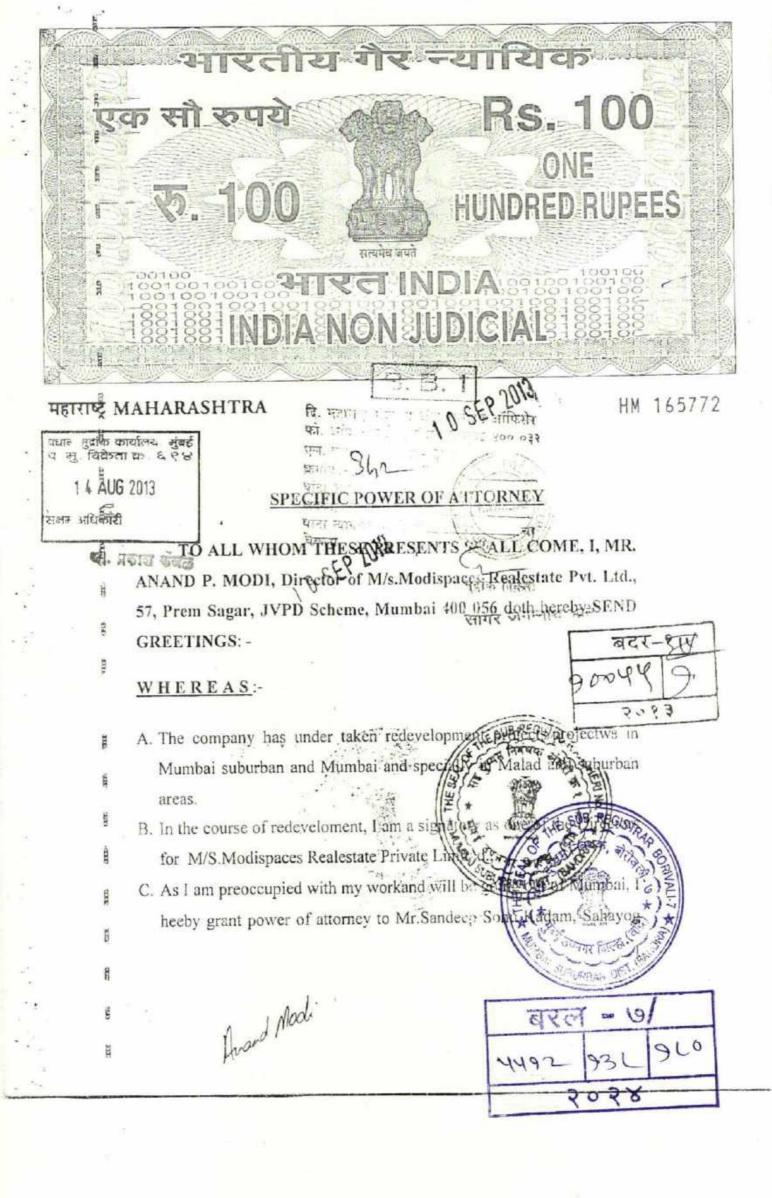
मावदला र 0/-

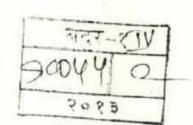
भरतेले मुद्राक शुल्क : रु. 100/-

- 1) देवकाचा प्रकार: By Cash रहम. रु 100/-
- 2) देयकाचा प्रधार By Cash रक्कम र 440/-

CELVERED ON 3010 NOS3











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Shejar Society, Sanjay Nagar, malad, Dhanukar wadi, Mumbai 400 057 Pan. No.BAVPK7577A (Age 31 Yrs) and Mr.Rajesh Inderasan Bakshi, Adult, Indian inhabitant (Age 50 Yrs) Pan No. ALAPB0502D resident at 103. Tolaram Tower. Chembur Colony, Mumbai 400 074 to admit execution of the document which has been executed by me as my true and lawful Attorneys to represent me jointly and/or severally to do all the acts, deeds, matters and things as hereinafter provided.

NOW, THEREFORE, KNOW YE ALL MEN AND THESE
PRESENTS WITNESSETH that I, SHRI ANAND P. MODI doth
hereby nominate, constitute and appoint employees (1) Mr.Sandeep
Sonu Kadam, Sahayog Shejar Society, Sanjay Nagar, malad, Dhanukar
wadi, Mumbai 400 057 Pan. No.BAVPK7577A (Age 31 Yrs) and (2)
Mr.Rajesh Inderasan Bakshi, Adult, Indian inhabitant (Age 50 Yrs) Pan
No. ALAPB0502D resident at 103. Tolaram Tower. Chembur Colomy
Mumbai 400 074 eferred to as "my said Attorney") to be my true and so in the name of my said Attorneys, jointly and/or severally to do and
perform such acts, deeds, matters and things and to exercise such powers
and authorities as are hereinafter set out, at the risk and costs of my said
Attorneys, that is to say:-

agreement/individuial agreement and/or any agreement which has been executed by me on behalf of Modispaces Realestate licitate of Limited, Mumbai during the course of our business to the Sub-Registrar of Assurances. Borivite Ranging unit of Agreement and or/any agreement pertaining and the company pertaining to our activities and all other incatenar and Turthers.

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documents required to be registered in respect of members of the society/clients etc which has been executed by me and admit execution thereof for and on my behalf and on behalf of my company.

- To pay the necessary fees and obtain cetified copies of the agreement and Index II.
- To collect the original documents from the office of sub-registrar.
- To collect documents executed and sign the register.
- 5. To apply to city survey office/BMC and other government departments pertaining to plans/documents to be collected from Municipal/Government Offices on our behalf.
- 6. And I do hereby for myself, my heirs, executors and administrators ratify and confirm whatever my said Attorney shall lawfully do or purport to do by virtue of these presents.

IN WITNESS WHEREOF, I, ANAND P. MODI hereunto set my hands to these presents on this 26 day of September, 2013.

SIGNED AND DELIVERED

by the withinnamed

ANAND P. MODI

in the presence of

dentified by me:

Advocate, High Court, Mumbai

Before me



Huand Mood.







frand Modi

ANAND P. MODI Left hand Thumb Impression



Den Co

Mr.Sandeep Sonu Kadam Specimen Signature of Constituted Attorney Left hand Thumb Impression





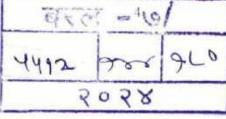
Ryer

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Mr.Rajesh Indersain Bakshi. Left hand Thump impression, leof-st











भारत सरकार-कॉर्पोरेट कार्य मंत्रालय कम्पनी रजिस्टार कार्यालय, महाराष्ट्र, मुंबई

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पन्न

कौर्पोरेट पहचान संख्या : U45200MH2006PTC159318

PRINT TURNKEY COMPUTER SOLUTION PRIVATE LIMITED

के मामले में, में एलदहारा सत्यापित करता हैं कि मेरारी TURNKEY COMPUTER SOLUTION PRIVATE LIMITED

जो मूल रूप में दिनांक तेरह जनवरी दो हजार छड़ को कम्पनी अधिनियम, 1956 (1956 का 1) के असंगंत में ससे MODISPACES REAL-ESTATE PRIVATE LIMITED

के रूप में निगमित की गई थी, में कमानी अधिनियम, 1956 की धारा 21 की रार्तों के अनुसार विधियत आवश्यक विभिक्षय पारित करके तथा के रुप में निर्मासत की रहे थी, में बेलिया जारत का अनुमोदन, अम्पनी आयेनियम, 1986 जी धारा 21 के साथ पठित, भारत रासकार असे में पट के साथ पठित, भारत का अनुमोदन, अम्पनी आयेनियम, 1986 जी धारा 21 के साथ पठित, भारत रासकार असे में पट विभाग, नई दिल्ली की अधिरहृद्यना म सा का नि 507 (अ) दिनाक 24.6.1985 एस आर एम 801879071 हिनाक प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मेससे

MODISPACES REAL-ESTATE PRIVATE LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-यज्ञ, मेरे हस्ताकर द्वारा मुंबई में आज दिनाक तनतील जनवरी दो हजार गंधारह तो जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIR Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate identity Number: U45200MH2006PTC159318

In the matter of M/s TURNKEY COMPUTER SOLUTION PRIVATE LIMITED

Thirteenth day of January Two Thousand Six under the Companies Act. 1956 (No. 1 of 1966) as MODISPACES REAL-ESTATE PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing to find the Companies Act, 1956 and the Companies Act, 1956, read with Government of india. Department of Company Affairs, Natural Delhi, Notification No. G.S.R. 507 (E) dated 24/06/1965 vide SRN B01879071 dated 29/07/2011 the parce of the said company is this day changed to MODISPACES REAL-ESTATE PRIVATE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Mumbal this Twonty Nineth day of January Two Thomsand Eleven

(V ELANGOVAN)

उप जम्मती रजिस्ट्रात / Deputy Reg

SUB REGY

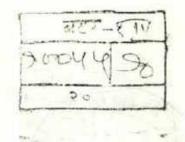
कम्पनी रजिल्हार के कार्यालय अभिलेख में उपलब्ध पत्राधार की पत Mailing Address as per record available in Registrar of Companies office

MODISPACES REAL-ESTATE PRIVATE LIMITED PLOT NO.7 ASHOK NAGAR, SOCIETYN S RD, NO.11, JUHU SCHEME, VILE VILE PARLE WES

MUMBAI - 400049, Maharashira, INDIA

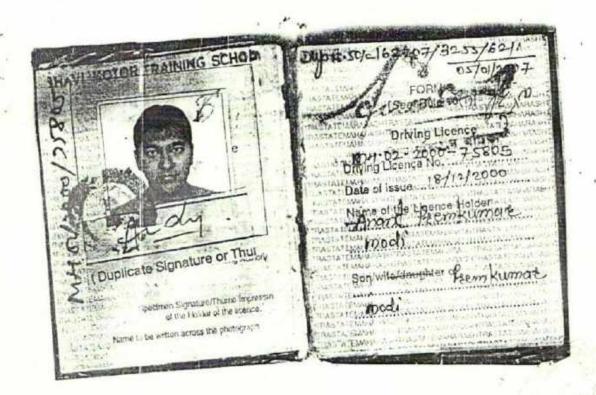
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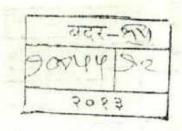


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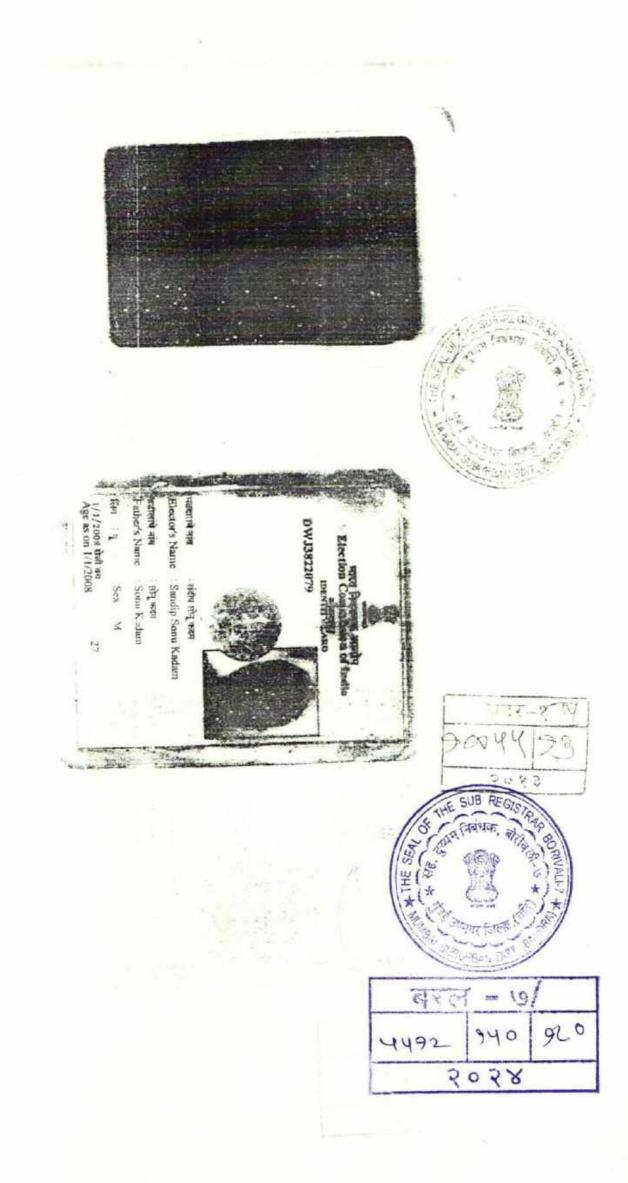




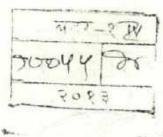




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D. N. NAIR

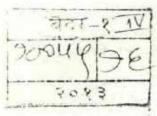
ADVOCATE HIGH COURT & PUBLIC NOTARY (Govt. of India)

A-8/30, Surider Nagar, Vidyanagan P.O., Kalina, Santacruz (E), Mumbai - 400 098

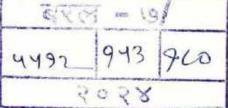












surr विवदेशक आयोग Election Commission है क HENTITY CARD

GBP5727453



CHICK SHEWN THE

Elector's Name Devidas Narayan Niii

क्षांत्रांचे साथ Father's Name

समाजन सामा Narayan Nair

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Sex M

1/1/2006 रोजी वद Age as on 1/1/2006



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हुँचई प्रवस्तान काम्राज्ञ

Address E.4-30, Sundar Nagar A.8, Kasima Vidyunagan. Marg Sundar Nagar

Mumbai Suburtan 40 KF s

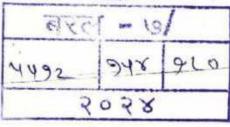
40-सांबाङ्कर विभागतान एउ

Electoral Registration For 40-Sa atactus Assembly Cont

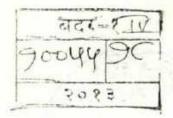
ektaram Klembai Suburban

Serv. Date 30/09/2007

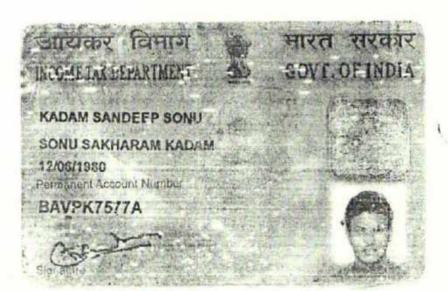
ter क्रमानाच्या दिवस घोटनावाडी ऑनस्यान प्रत्युत वर्गामान अर्थन है है। This card may be used as an identity Card under different Government School







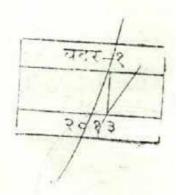














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वदग

दस्त क्रमांक. 10055/2013

वान क्रमाफ वदर 1 /10055/2013

बाजान पन्य र 01/-

मांचदला र 00/-

गरनेले मुद्राक शब्क र 100/-

्रिति सह द्ति यदरा यांचे कार्यालयान व व 10055 वर दि 26-09-2013 भिने 12-23 म न या हत्वर केला.

frand Madi

पावनी: 12543

पावनी दिसांक 26/09/2010

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पृष्टांची मंख्या, 22

ान <u>ज्ञान करणात्याची</u> सही।

गक्ष- 540.00

सह. हुन्या नि प्रक अवेरी-१, प्राप्त अपनगर विक्दाः

स्ट. हुल्यम निष्या अंधेरी-हैं। संबई उपनगर जिल्हा.

इन्ताना वकार कुलम्यस्थारपत्र

भदाक शुल्कः (48-अ) प्रेस्ता एकाच संव्यवहाराच्या संबंधात एका किंवा अधिक दस्तऐवजांची नोंदणी करण्याच्या एकाचे । प्रवीतकाणाठी किंवा असे एक किंवा अधिक दस्तोष्ट्रज निष्पादित कल्याचे कदान करण्यासाठी केवा असेल नेव्हा

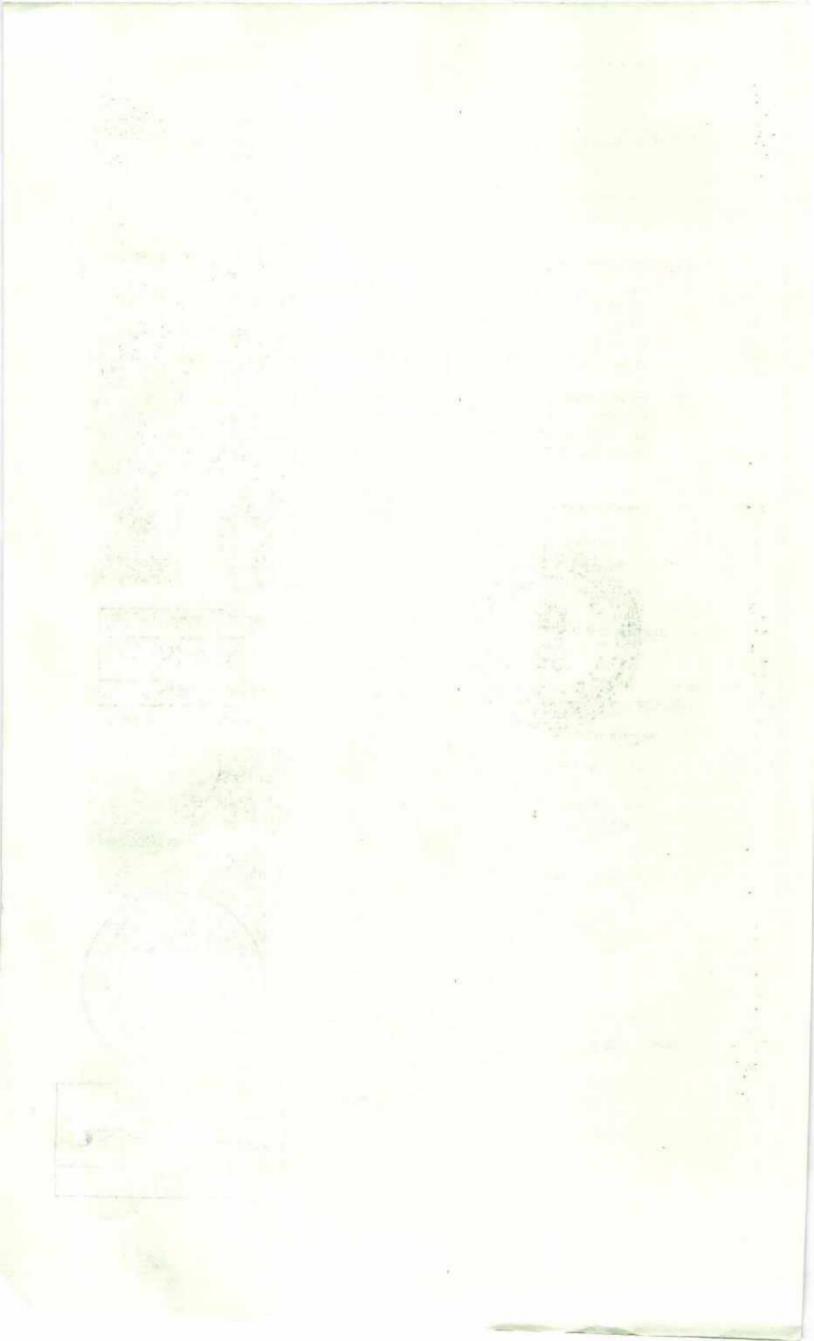
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दस्त गोपबारा भाग-2

दम्न प्रमाक 10055/2013

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प्राकारामें साब व पता

राज है। केहिलोमेस विजयहरोड़ पा सी वे मेनातक. पना व्यार ने 57, मास्त न 5, इमारतीने नाह प्रम

लागर, स्मांक सं । गोड सं क्रेबीणीडी Harra AACCT 3808N

44 - 30 स्वाक्षरी:-

पक्षकाराचा प्रकार

कलमञ्जूरवार देणार

श्रामाभिक

वासाचा -

Grand Mad.



नाव सरीण मीन् कदम पनाः व्याप्ट तं, 57, माळा में; 5, इमारनीचे नाव: प्रेम गागर, ज्लोग ते - रोड ने: नेबीपीडी, .

रान नंदर AACCT3808N

पांचर ऑफ अटांनी होन्दर वय प





अवस्थाना तथान वर्षी

तात. हर माना द हे गुमानीचे नाम प्रा





होड ने ने ने निर्माणिक

हारणय चा राज ऐक्ज व श दिल्याचे कराच रहतीय.

वज रुरून देणा-यानां व्यक्तीशः जी द्रयानान्, व न्यांनी जीवस गर्द्रश्रह ३

प्रशास्त्राच नाम व

- विस्ति स्थाप्त नामा

क्या सरी



- । व्यापार विश्वासीय

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स्वाक्षरी

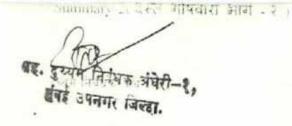






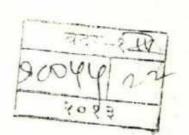
ਾਜ਼ਜ਼ ਕ.4 ਜੀ ਬੋਲ: 26 / 09 / 2013 12 \ 25 : 29 PM

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Know Your Rights as Registrants

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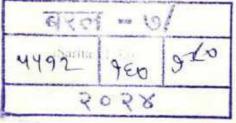


प्रमाणित करणेत येते की, या प्रमे आहेत.
प्राम्गाफ के प्रकृष प्राप्तक के श्रिक्टर-१/क्रमाफ अपि १०१३ वर नोदस्ता दिनांक 2.6 SEP 2013**



सह दुःयम निबंधक, अधेरी क. १। मुंबई उपनगर जिल्हा











भारतीय विशिष्ट पहचान प्राधिकरण भारत सरकार

e identification Authority of India Government of India

E-Aadhaar Letter

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Prof No. 7 Mod Salom, Ashok Nagar Scienty, North South Road No. 11, JVPD Scheme, Juny, Marchet Mumbai

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जाया र -सामान्य माणमाचा अधिकार

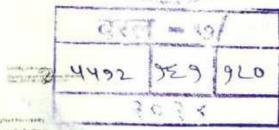


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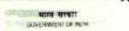


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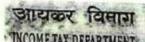


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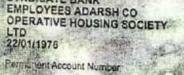
आधार-मामान्य माणमाचा त्रचिवार Aadhaar-Aam Admi ka Adhikar





मारत सरकार GOVT. OF INDIA







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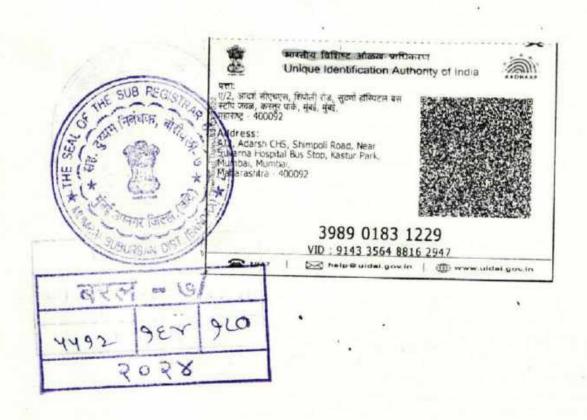








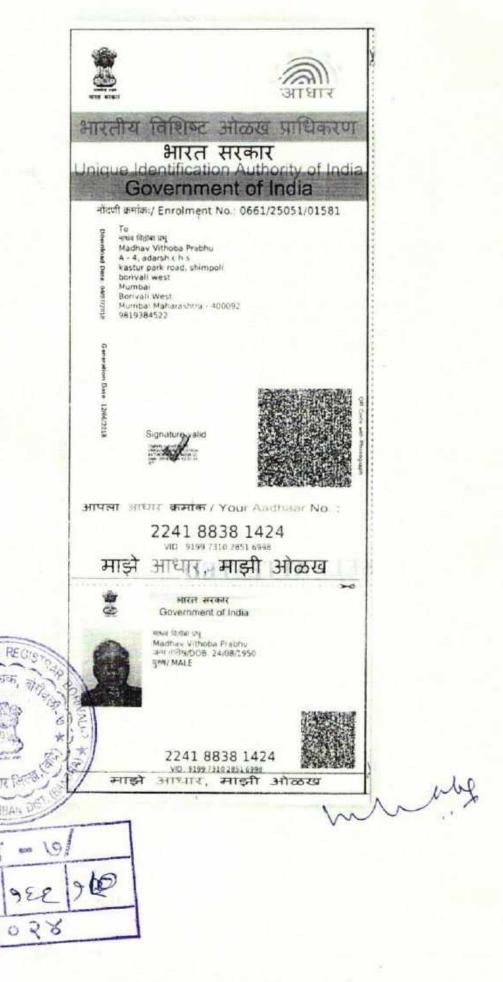






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भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

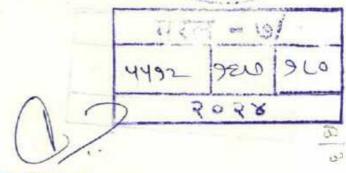
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महाराष्ट्र - 400092

Address: Manarashtra

6427 3343 7294









SILL ATTESTED



आधार — सामान्य माणसाचा अधिकार





भारतीय विभिन्द औळख प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता S/O इंदेमेन वधी कवाट न-१०३,जोसाराम टोवर वा-ऑप डोसिंग नोसावटी., आर मि.सार्ग, तोसाराम नवर कोम्प्लेकम., चेंबुर कॉसोबी., कक्रिमिओ, मुंबर्ग, महाराष्ट्र, 400074 Address: S/O Indersain Balshi, FLAT NO-103, TOLARAM TOWER CO-OP HOUSING SOCIETY., R.C.MARG, NEAR TOLARAM NAGAR COMPLEX., CHEMBUR COLONY., FCI S.O., FCI, Mumbai, Maharashtra, 400074



nelp@utdel.gov.in

www

P.O. Box No. 1947

In case this card is lost I found, kindly inform I return to a Income Tax PAN Services Unit, UTITIN.

Plot No. A. Sector II. CBD Belapor,
Navi Mumbu: 400 614

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आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

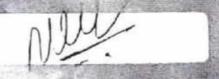


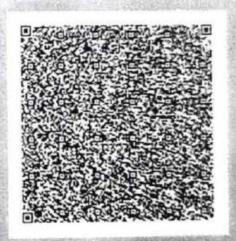
स्थायी लेखा संख्या कार्ड Permanent Account Number Card AIKPB2079G

नाम/ Name MANISHA KRISHNA KULABKAR

पिता का नाम/ Father's Name LAXMAN BABAJI BHOSLE

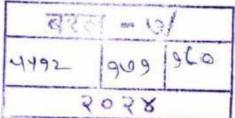
जन्म की तारीख/ Date of Birth 28/10/1982





16102021





My.

आयकर विमाग मारत सरकार INCOME TAX DEPARTMENT GOVT OF INDIA HARISH DAS BASUDEV SURENDRA DAS 14/08/1993
Расправоля Ассоция Митерет ВНКР D3503Q

/ John Wille







Receipt of Document Handling Charges

PRN 0324135606551

Receipt Date 13/03/2024

DEFACED

₹ 200

Received from dhc, Mobile number 0000000000, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered on Document No. 5512 dated 13/03/2024 at the Sub Registrar office Joint S.R. Borivali 7 of the District Mumbai Sub-urban District.

DEFACED

Payment Details					
sbiepay	Payment Date	13/03/2024			
10004152024031306240	REF No.	202407306512700			
0324135606551D	Deface Date	13/03/2024			
	10004152024031306240	10004152024031306240 REF No.			

This is computer generated receipt, hence no signature is required.







Receipt of Document Handling Charges

PRN 0324129402007

Receipt Date

13/03/2024

Received from DHC, Mobile number 0000000000, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered on Document No. 5512 dated 12/03/2024 at the Sub Registrar office Joint S.R. Borivali 7 of the District Mumbai Sub-urban District.

Payment Details

₹ 1400 DEFACED

DEFACED

Bank Name	sbiepay	Payment Date	12/03/2024
Bank CIN	10004152024031201916	REF No.	202407290406298
Deface No	0324129402007D	Deface Date	12/03/2024

This is computer generated receipt, hence no signature is required.





Receipt of Document Handling Charges

PRN 0324128601943

Receipt Date

3/03/202

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 5512 dated 12/03/2024 at the Sub Registrar office Joint S.R. Borivali 7 of the District Mumbai Sub-urban District.

Payment Details

₹ 2000 DEFACED

DEFACED

Bank Name	sbiepay	Payment Date	12/03/2024
Bank CIN	10004152024031201851	REF No.	202407290476620
Deface No	0324128601943D	Deface Date	12/03/2024

This is computer generated receipt, hence no signature is required.





CHALLAN MTR Form Number-6



GRN MH017123142202324M BARCODE				Description Descrip	la l				
Department Inspector General Of Registration				Payer Detai	Is				
Type of Payment Registration Fee		TAX ID / TA	N (If Any)						
		PAN No.(If Applicable)		AACCT3808N					
Office Name BRL7_JT SUB REGISTRAR BORIVALI 7				MODISPACES REAL ESTATE PVT LTD					
ocation MUMBAI									
ear 2023-2024 One Time		Premises/Building		ADARSH BUILDIN	IG				
Account Head Details	Amount In Rs.								
030045501 Stamp Duty 1757500.00			Road/Street P.F. NO. 620B, TPS NO.3, CTS No. 620B, TPS No. 620B, TPS NO.3, CTS No. 620B, TPS No. 620B,			NO 5	511/3		
0030063301 Registration Fee 30000,30		Contract Contracts		BORIVALI WEST, MUMBAI					
		Town/City/I	DISTRICT		4	0 0	T	0 9	2
OFFACE		SecondPart	yName=S`	NDICATE BANK E	MPLOY	EES AI	DAF	RSH CH	is-
1787500.00		Amount In	Sevente	en Lakh Eighty Sev	en Thou	sand F	ive	Hundre	ed .
Total EFACES	17,87,500.00	Words	Rupees	Only					
Payment Details STATE BANK OF INDIA			FOR USE IN RECEIVING BANK						
Cheque-DD Details		Bank CIN	Ref. No.	0004057202403	129126	7 CPA	DP	RFOY5	
Cheque/DB No		Bank Date	RBI Date	12/03/2024-00:0	0:00	Not 1	/eri	fied with	h RBI
Name of Bank			Bank-Branch STATE BANK OF INDIA						
Name of Branch			Scroll No Date 274 , 13/03/2024						
Department ID : NOTE: This challan is valid for document to be re स्पद्ध व्यक्ति कार्या कार्यात्मयात चीव सार्वी:	gistered in Sub Rig जो करावयाच्या दरा	istrar office (only. Not	alid for unregister	Mobile ed doci	No.: ument. 리 관대		277	10000 1101

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31, 140.	TAX	0009051291202324	12/03/202-16:09:11 JGR196	30000.00
1	(iS)-451-5512		12/03/2024-16:09:11 - JGRJ96 (*)	1757500.00
2	(iS)-451-5512	0009051291202324	Total Defacement Amount	17,87,500.00

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451/5512

मंगळवार,12 मार्च 2024 4:10 म.नं.

दस्त गोषवारा भाग-1

बरल7 स्त क्रमांक: 5512/2024

दस्त क्रमांक: बरल7 /5512/2024

बाजार मुल्य: रु. 3,51,43,000/-

मोबदला: रु. 3,29,41,000/-

भरलेले मुद्रांक शुल्क: रु.17,57,500/-

दु. नि. सह. दु. नि. बरल7 यांचे कार्यालयात

अ. क्रं. 5512 बर दि.12-03-2024

रोजी 4:07 म.नं. वा. हजर केला.

पावती:5850

पावती दिनांक: 12/03/2024

सादरकरणाराचे नाव: मोदीस्पेसेस रिअल इस्टेट प्राव्हेट लिमिटेड चे संचालक आनंद मोदी यांच्या वतीने कुलमुखत्यार राजेश बक्षी

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 3400.00

पृष्टांची संख्या: 170

दस्त हजर करणाऱ्याची सही:

मन्त्रीरविला-७.

सदर दल्लास कमी पडलेली दसत हाताळणी फो. स... 2-00 /-पावतो ज्ञापाँक ... ६०२० ... बसुल करण्यात्राज्ञाली . १९३१ १९३१२४

बारावला आ. ७

एकुण: 33400.00

सह. दुब्बहर निकाकि बोरीवली-७,

मुंबई उपनगर जिल्हा.

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत र्किवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत र्किवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 12 / 03 / 2024 04 : 07 : 24 PM ची वेंळ: (सादरीकरण)

शिक्का कं. 2 12 / 03 / 2024 04 : 09 : 01 PM ची वेळ: (फी)

सदर दस्तऐवन ह मोदणी कायत ःतो, साक्षीदार व दाखल केलेला आहे. "म राहतील. लिहुन घेणारे

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दस्त गोषवारा भाग-2

बरल7

दस्त क्रमांक 5512/2024

12/03/2024 4 21:35 PM

दस्त क्रमांक :वरल7/5512/2024

दस्ताचा प्रकार :-विकसनकरारनामा

पक्षकाराचे नाव व पना अन् क्र.

नाव:सिडिकेट बैंक एम्प्लॉर्ड्स आदर्श कोऑप हौसिंग सोसायटी चे अध्यक्ष संतोध जी वैनगंकर पत्ता:प्लॉट नं: ऑफिस , माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: बोरिवली पश्चिम ,मुंबई , रोड नं: 5/624 बस्तुर पार्क, शिपोली रोड , महाराष्ट्र, मुम्बई. पॅन नंबर:AAABS3583J

नाव:सिंडिकेटे बँक एम्प्लॉर्डस आदर्श कोऑप हौसिंग सोसायटी वे सचिव लिहुन देणार माधव व्ही प्रभ पत्ता:प्लॉट नं: ऑफिस , माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: बोरिवली पश्चिम ,मुंबई , रोड नं: 5/624 कस्तुर पार्क, शिपोली रोड, महाराष्ट्र, मुम्बई. पॅन नंबर:AAABS3583J

नाव:सिंडिकेटे बेंक एम्प्लॉईस आदर्श कोऑप हासिंग सोसायटी चे 3 खजिनदार अरबिंद टी कामत पत्ता:प्लॉट नं: ऑफिस , माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: बोरिवली पश्चिम ,मुंबई , रोड नं: 5/624 कस्तुर पार्क, शिंपोली रोड, महाराष्ट्र, मुम्बई. पैन नंबर:AAABS3583J

नावःमोदीस्पेसेस रिअल इस्टेट प्राव्हेट लिमिटेड चे संचालक आनंद मोदी जिहुन घेणार यांच्या वतीने कुलमुखत्यार राजेश बक्षी पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: विले पार्ले पश्चिम ,मुंबई, रोड नं: प्लॉट नं 7, अशोक नगर सोसायटी, एन एस रोड नं 11,जुटू स्कीम , महाराष्ट्र, मुम्बई. पॅन नंदर:AACCT3808N

पक्षकाराचा प्रकार

लिहुन देणार वय:-59 म्बाह्मरी:-

वय:-73 स्वाक्षरी:-

> लिहन देणार वय:-53

स्वाक्षरी:-

वय:-62 स्वावरी:-

छायाचित्र





















वरील दस्तऐवज करुन देणार तथाकथीत विकसनकरारनामा चा दस्त ऐवज करुन दिल्याचे कब्ल करतात. शिक्षा क.3 ची बेळ:12 / 03 / 2024 04 : 20 : 23 PM

आळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐकज करुन देणा-यानां व्यक्तिशः ओळखतात, व त्यांची ओळख पटवितात

अनु क. पक्षकाराचे नाव व पता

नाव:मनिषा - कुलाबकर वय:41 पत्ता:घेनारप्रमाणे पिन कोड:400092

नाब:हरिय - दास वय:31 पत्ता:धेनारप्रमाणे पिन बोड:400092

स्वाक्षरी







ठसा प्रमाणित



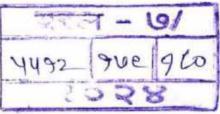


शिक्का क्र.4 ची वेळ:12 / 03 / 2024 04 : 21 : 08 PM

शिक्का क.5 ची वेळ:12/03 10024 04:21:33 PM नोंदणी पुस्तक 1 मध्ये

मुंबई उपनगर जिल्हा.







Payment Details.

	T						
Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used	Defano Number	Deface
MODISPACES	CONTRACTOR CONTRACT		At	Delace Number	Date		
ESTATE PVT LTD	eChallan	00040572024031291267	MH017123142202324M	1757500.00	SD	0009051291202324	12/03/2024
	DHC						
			0324129402007	1400	RF	03241294020070	12/03/2024
	DHC		0324128601943	2000	DE	I STATE OF THE STA	
MODISPACES				2200	INF.	0324128601943D	12/03/2024
STATE PVT	eChallan		MH017123142202324M	30000	RF	0009051291202324	12/03/2024
	MODISPACES REAL ESTATE PVT LTD MODISPACES REAL ESTATE PVT	MODISPACES REAL ESTATE PVT DHC DHC MODISPACES REAL ESTATE PVT Challan Challan Challan Challan	MODISPACES REAL ESTATE PVT DHC DHC MODISPACES REAL ESTATE PVT DHC MODISPACES REAL ESTATE PVT eChallan eChallan	MODISPACES REAL ESTATE PVT TD DHC O0040572024031291267 MH017123142202324M 0324129402007 DHC O324128601943 MH017123142202324M MH017123142202324M	MODISPACES EChallan DHC DHC	MODISPACES EChallan DHC	MODISPACES REAL ESTATE PVT DHC D

Know Your Rights as Registrants

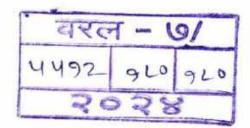
1. Verify Scanned Document for correctness through thumbneil (4 pages on a side) printout after scanning.

2. Get print immediately after registration.

For feedback, please write to us at feedback is anta@gmail.com

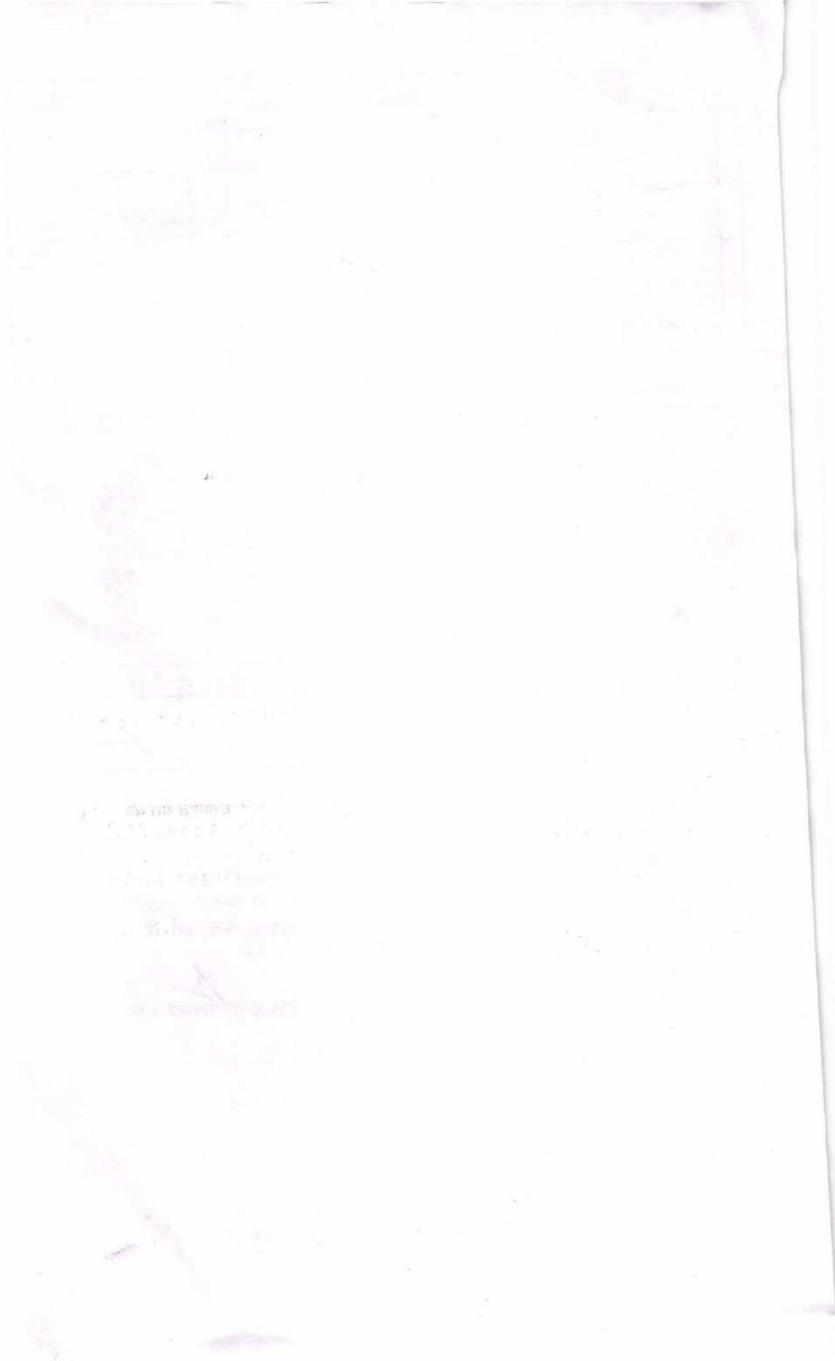


5512 /2024



प्रमाणित करण्यात येते की या दस्तामध्ये एकूण. १८० पाने आहेत. बरल-७/ ५५९ 2/२०२४ पुस्तक क्रमांक - १ वर नोंदला दिनांकः ९२ सान्य २०२४

सह. दुस्यम निबंधक बोरीवली-19



DATED THIS 12th DAY OF MARCH, 2024

BETWEEN

SYNDICATE BANK EMPLOYEES
ADARSH CO-OPERATIVE
HOUSING SOCIETY LIMITED
...SOCIETY

AND

MODISPACES REAL ESTATE PRIVATE LIMITED

.... DEVELOPERS

DEVELOPMENT AGREEMENT