

142



Thursday, February 03, 2011

10:45:39 AM

Original

नोंदणी 39 म.

Regn: 39 M

पावती

पावती क्र. : 1012

गावाचे नाव कुला

दिनांक 03/02/2011

दस्तऐवजाचा अनुक्रमांक वदर 3 - 01011 - 2011

दस्ता ऐवजाचा प्रकार

करारनामा किंवा त्याचे अभिलेख किंवा करार संपलेख

DELIVERED

सादर करणाराचे नाव: मेसर्स पारसम फाऊंडेशन अँड इंजिनियरींग कॉर्पोरेशन लॉ. भागीदार
कृपा राजन पादार

नोंदणी फी	-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (64)	-	1280.00
एकूण रु.		31280.00

अपघास हा दस्त अंदाजे 11:00AM ह्या वेळेस मिळेल

दुय्यम निबंधक

रु. दु. नि. का-कुला 3

बाजार मूल्य: 19617500 रु. मोबदला: 52401500 रु.

भरलेले मुद्रांक शुल्क: 2620100 रु.

वेगळाचा प्रकार डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: सिडिफिट बँक, मुंबई 21;

डीडी/घनाकर्ष क्रमांक: 542316; रक्कम 30000 रु.; दिनांक: 01/02/2011

18 दुय्यम निबंधक कुला क्र. 3

हंवाई उपनगर जिग्ना

PN 38
D-4

- १) शासन परिपत्रक क्रमांक २०००/९४/प्र.क्र. २५/म-१ दि. २४/३/२०००
- २) मी.म.नि.व.मु.नि. पुणे यांचे का.क्र. का. ३/संगणक/मुद्रांक पावती दुहेली/०६/३९९ दि. ४/१०/२००६

06-11/10

COLLECTOR OF STAMPS, KURLA
 Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.
 Office : COLLECTOR OF STAMP (KURLA), NEW ADMINISTRATIVE BUILDING, GROUND FLOOR, RAMKRISHNA CHEMBURKAR MARG, MUMBAI - 400 071. 15/Jan/2011 **B043912**

PARSN FOUNDATION & ENCL.
 RECEIPT FOR PAYMENT TO GOVERNMENT
 ADJ. FEE
 NOT TRANSFERABLE
 Receipt Date : बंदर - ९३
 ७०९७
 २०९९

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
					Rs. 100

DELIVERED
FEB 2 2011

Case No. :
 Lot No. :
 Lot date :
 Hearing Date on : 14/02/11 FEB 2011
 Total



Sr. No.	Description of Stamp	Quantity	Denomination	Amount
			ONE HUNDRED ONLY	
Total				

Timings 3:00pm
DELIVERED



FOR COLLECTOR OF STAMPS, KURLA
 Rupees
 Cashier / Accountant
 Signature / Designation

१) शासन परिपत्रक क्रमांक २०००/१४/प्र.क्र.२५/म-१, दि. २४/३/२०००.
 ३) न.स.नि.व.मु.नि., पुणे यांचे पत्र क्र.का.३/संगणक/मुद्रांक.पावती दुरुस्ती/०६/३४४, दि. ४/१०/२००६.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.
 Office.: COLLECTOR OF STAMP (KURLA), NEW ADMINISTRATIVE BUILDING, GROUND FLOOR, RAMKRISHNA CHEMBURKAR MARG, MUMBAI - 400 071. B 044283

CNT-1 SD-296
 RECEIPT FOR PAYMENT TO GOVERNMENT
 PARSN FOUNDATION & ENGG. CORPORATION
 01/Feb/2011
 NOT TRANSFERABLE

Receipt No.: STAMP DUTY Receipt Date : Article-5(g-a)

Received From : बंदर - ९३
 On Account of : १०१ २

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs)
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P.O	542317	11	SYNDICATE BANK NARIMAN POINT	०९९	Rs.2620100
ADJ/160/11/K					

Case No.:
 Lot No.:
 Lot Date:



Sr. No.	Description of Stamp	Quantity	Denomination	Amount

DELIVERED



At the time of Registration, please produce the original receipt before the Sub-Registrar.

Rs. Rupees :
 Cashier / Accountant Signature / Designation



GENERAL STAMP OFFICE
महाराष्ट्र MAHARASHTRA
27 DEC 2010
PROPER OFFICER

श्री K. R. MADGE

पारसन फाउंडेशन एन्ड इंजिनिअरिंग कॉर्पोरेशन लि.
233, A-2, Shah & Nahar Ind. Estate,
Lower Parel (W), Mumbai.
PARSN FOUNDATION & ENGG. CORP.
233, A-2, Shah & Nahar Ind. Estate,
Lower Parel (W), Mumbai.



DEVELOPMENT AGREEMENT

THIS AGREEMENT is made at Mumbai on this 31st day of DECEMBER 2010 BETWEEN NEHRU NAGAR SHIV VAIBHAV CO-OPERATIVE HOUSING SOCIETY LTD., a society duly Registered under the Maharashtra Housing co-operative Societies Act, 1960 under no.BOM/HSG/OH/5345 dated 16/01/1991 and having its registered office in Building No. 38, Nehru Nagar, Kurla (East), Bombay 400024, hereinafter called "the said SOCIETY" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to include its successors and assigns) OF THE ONE PART AND M/S. PARSN FOUNDATION & ENGINEERING CORPORATION, being partnership firm duly registered under Indian Partnership Act, 1932, having registered office at 78/B, Nariman Bhavan, Nariman Point, Bombay 400021, hereinafter called "the DEVELOPERS" (which expression shall unless it be repugnant to the context or

बंदर - 13
15
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For NEHRU NAGAR SHIV VAIBHAV CO-OP. HSG. SOC. LTD.
Chairman
Secretary
Treasurer

For PARSN FOUNDATION & ENGG. CORP.
Krupa Sathian
Partner.

Area - 1290.10 sq. mtrs.
(one thousand two hundred ninety sq. mtrs.)

Certificate u/m. 32(1) (b) of the Bombay Stamp Act, 1958.

A.V - 52401500/-
M.V - 19617500/-

बदर - १३
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Office of the
Collector of Stamps
Case No. Adj. 166 L.L.R. / 138/11
Date .. 2/2/11

Received from Shri. Parvati Foundation & Engrg. Corporation
residing at
stamp duty of Rs. 2620100/- Twenty six
lacs... two thousand six hundred and

vide challan No. 296... Dated 1.9.11
Certified under Section 32(1) (a) of the
Bombay Stamp Act, 1958 that the duty
of Rs. 2620100/- Twenty six lacs twenty thousand one hundred and
with which this instrument has been paid vide articles no. 5, 6, 7, 8
of schedule.

This certificate is subject to the provisions
of section 53-A of Bombay Stamp Act, 1958.

Place..... Kurla.....

Date 2/2/11
Kulkarni
Collector of Stamps
Mumbai



बदर - १३
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the meaning thereof be deemed to include the partners for the being of the said firm, the survivor of them, the heirs executors and administrations of the last surviving partner, and his/her assigns) of the other part.

WHEREAS Maharashtra Housing and Area Development Authority (hereinafter called "the MHADA") is the owner of the land more particularly described in the First Schedule Hereunder written and hereinafter called "the said Land"



AND WHEREAS MHADA also had been the Owner of the Building No. 38 having ground and four upper storeys and consisting of 40 Flats standing on the said Land, which Building is hereinafter called "the said Existing Building"

AND WHEREAS ALL THE 40 Flats in the said Existing Building formerly occupied by various members of the society

AND WHEREAS as per the Scheme promoted by MHADA for conferring ownership rights upon Occupants of the various tenements in the various buildings belonging to MHADA, the various Occupants in respect of the said 40 Flats in the said Existing Building were granted ownership rights of their respective Flats.



AND WHEREAS the owners of the various 40 Flats in the said Existing building came together and formed the Nehru Nagar Shiv Vaibhav Co-Operative Housing Society (hereinafter called "the said Society") which came to be duly registered As per provisions of M.C.S.Act. 1960, Regd. On BOM / HSG/ OH / 5345

AND WHEREAS by lease Deed dated the 04/01/97, made between MHADA as the Lessor of the one part and the said Owners as the lessee of the other part duly Registered at the office of the Sub-Registrar of Assurances at Kurla 3 under No.BDR-13.MHADA granted a portion admeasuring 924.49 sq. mtr. Out of the said land to the said Society on lease on the terms covenants and conditions therein contained and on the part of the Owners to be observed and performed and at or for the lease rent therein reserved.

For NEHRU NAGAR SHIV VAIBHAV CO-OP. HSG. SOC. LTD.

[Signature]
 Chairman

[Signature]
 Secretary

[Signature]
 20/11/2011
 Treasurer

For PARSN FOUNDATION & ENGG. CORP.

[Signature]
 Partner.

बदर - १३

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AND WHEREAS by Deed of Sale in Duplicate also dated 04/01/97, made between MHADA as the Vendor of the One Part and the said Society as the Purchaser of the other part and duly registered at the office of the Sub-Registrar of Assurances at Kurla - 3 under no. BDR -13 MHADA sold and conveyed the said Existing Building of the said Society.

AND WHEREAS as per letter issued by MHADA has confirmed the plot area as 1290.10 sq. mtr., out of which the society has a leased area for 924.49 Sq.Mt and the balance area 365.61 sq. mtr. of the said land, the society has already paid the payment Mhada but the lease deed with Mhada is executed.



AND WHEREAS in the premises the said society are the Owners of the said Existing Building and are also the lessee of MHADA in respect of the Land.

AND WHEREAS as per the Sub-Division Layout of the Nehru Nagar approved by MHADA on 8.6.2005, the final area of the said land is 1290.10 sq.mts, and the said Society has a lease agreement for 924.49 sq. mtr. and balance area of 365.61 sq. mtr. a lease agreement has to be entered with MHADA and the total area received from MHADA will be land admeasuring 1290.10 sq.mts. approx and are the Owners of the said building.

AND WHEREAS the Existing Building has consumed the F.S.I. of 1342 sq. mtr. (built-up) in respect of the said land,

AND WHEREAS in view of the extreme high cost of carrying out repairs and/or additions/ attention to the said Existing Building and in view of the possibility of utilizing F.B.I./T.D.R. on the said Land, the said Society, after detailed discussions amongst the members, decided to redevelop the said Land by demolishing the Existing Building standing on the said Land and constructing on the said Land new multi-storeyed building by utilizing the entire permissible F.S.I. as also the entire permissible T.D.R. in respect of the said Land.

AND WHEREAS the said Society further decided to retain for its 40 members.

For NEHRU NAGAR SHIV VAISHAV CO-OP. HSG. SOC. LTD.

[Signature]
Chairman

[Signature]
Secretary

[Signature]
Treasurer

3

For PARMANU INVESTMENT & ENG'G. CORP.

[Signature]
Krupa Pathak

20/11/14

बदर - १३

When FSI purchased from MHADA & FSI utilization up to 2.5 as per 5099

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Mhada Policy

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Carpet area per tenamnet 484 sq.ft. including enclosed balcony

Flowerbed & dry area 128 sq.ft. as per MCGM Policy

As per the list given in the Second Schedule hereunder written with a view to rehouse its existing members, and to allot the remaining residential flats in the proposed building to prospective purchasers and eventually to admit such allottees of the remaining flats as its members.



AND WHEREAS the redevelopment of the said Land as aforesaid required extensive finance as also expertise and manpower, which the said Society do not possess and hence the Owners have been on the look out for appropriate Professionals Builders and Developers who could so redevelop the said Land by utilizing their own funds, expertise and manpower.

AND WHEREAS the said Society, therefore, held private discussions amongst various groups of its members and thereafter held General Body Meetings on and eventually decided to call for tenders in sealed envelope from prospective Developers with a view to get the best offers.

AND WHEREAS pursuant to the invitation for tenders, the Owners received several tenders from several reputed Builders and Developers, all of which were duly considered in subsequent Managing Committee Meetings and also in General Body Meeting of the Owners.

AND WHEREAS EVENTUALLY IN THE General Body Meetings held on 2/5/09 have unanimously decided to grant development right in respect of the said land to the Developers herein on the terms and conditions hereinafter contained.

For NEHRU NAGAR SHIV VAISHAV CO-OP. HSG. SOC. LTD.

For PAREM FOUNDATION CONSULTANTS

Krupa Pathani

Chairman

Secretary

Treasurer



बदर - १३	
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AND WHEREAS the parties hereto are now desirous of recording in writing the said terms and conditions which are as under.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. The Owners hereby declare as under :-

- (a) That the said Society are absolute and exclusive Lessees of the said Land and are the Owners of the Existing Building thereon, that there is no other person interested in any manner whatsoever in any portion thereof, that the Owners are in exclusive physical possession of the said Land and of the said Existing Building and that no other person is in possession use and occupation thereof.
- (b) That the said Society have good right full power and absolute authority to grant to the Developers the development rights in respect of the said land as is herein contemplated.
- (c) That prior to execution hereof the Owner have not granted or agreed to grant any person any right to carry out any development / additional construction on the said land or any part thereof.
- (d) That there is no outstanding encumbrance , mortgage, charge, lien, notice of requisition acquisition, set back or outstanding interest or claim by any person or charge in respect of the said land or any part thereof and that the said land is not the subject matter of any pending dispute or litigation or attachment either before or after Judgement.
- (e) That the Owners have a clear and marketable title to the said land free from all reasonable doubts.



5

For PARSN FOUNDATION & ENGG. CROP.

Krupa Bhanu
Partner

For NEHRU NAGAR SHIV VAISHAV CO-OP. HSG. SOC. LTD.

R. H. C. Chairman
H. H. H. Secretary
20/11/2011 Treasurer

बदर - १३	
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2. It is hereby declared and agreed that the subject matter of this Agreement is confined to the redevelopment of the said Land as is herein contemplated that such redevelopment is to be carried out by construction of new multi-storeyed building on the said Land and by demolishing the said Existing Building presently standing there on and by rehousing the existing 40 members of the Owners in 40 flats in such new building, that all the premises above from 1st and upper floors in such new building shall be purely residential premises and that no premises on the upper floors in such new building shall be constructed as or be used as non-residential premises. It is an essential condition of this Agreement that save and except parking spaces in still area is to be used only for car parking no other premises in the proposed building shall be either sanctioned as or be used as non-residential premises.



3. It is hereby further declared and agreed that subject to demolition of the Existing Building the permissible FSI in respect of the said land is 2.5 times as per Mhada policy.

That the subject matter of the present Agreement is the redevelopment of the said land as aforesaid by utilizing the said permissible FSI and permissible TDR mentioned above and that save and except areas such as balcony areas, staircase areas, lift-pit areas and all other areas which are available free of FSI, this Agreement does not and shall not authorize the Developers to construct any additional area whatsoever on the said land.

4. The said Society intend to construct through Developers on the said Land new Ground plus upper floors of Multi-storeyed building and to demolish the Existing Building standing on the said Land, and to utilize the said permissible FSI and the said permissible TDR in Construction of such new building and to retain 40 flats.

Out of the newly constructed building for the benefit of the existing 40 members and to permit the remaining flats and commercial areas, in the new

For PARGN FOUNDATION & ENGG. GROUP
Krupa Sathani
 Partner

R. H. ...
...
...

बदर - १३	
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building to be allotted to non-members with a view eventually to admit such allottees/area purchasers as its members.

5. The said Society hereby grant to the Developers the development right in respect Said Land by demolishing the Existing building standing on the said Land and by Constructing the said Land new multi-storeyed building comprising on ground floor & balance upper floors having only residential flats by utilizing the F.S.I. 2.5 times as per Mhada policy the Building plans thereof to be hereafter sanctioned by the MHADA and the Municipal and other Authorities. 50% of stilt parking can be allotted by the developer to the new flat owners and balance 50% society will await to its old members free of cost.



6. In consideration of the Developers developing the said land at their own cost as is Herein set out and constructing the multi-storeyed building on the said land as per Building plans to be hereafter sanctioned and also constructing at their own cost and for the benefit of the said society and allotting to the said society free of cost the Said 40 flats and also generally developing the said land and all the Said common areas amenities and facilities therein at the cost of the Developers. Sell the remaining flats and said 50% of stilt car parking on the ground floor in the new building to third parties for such price as the Developers may deem fit and to receive from such purchasers the agreed purchase Price and to appropriate the same to the said society without being liable or bound to account for the same to the owners.

7. The Developers however shall be at liberty to engage such person as they deem architects and the R.C.C. Consultant for the said development project and shall pay the professional fees of Such architect and R.C.C. consultants.

8. The F.S.I. / TDR to be received on the said land in the said development project shall be purchased and acquired by the developers at their own cost from MHADA at the rate of Rs. 7360/- per sq.mt. in the name of the said society.

9. The developers shall within seven days from the date of execution of this Agreement Prepare the building plans for the proposed building, get the same approved by The owners and shall submit the same to the MHADA and



For NEHRU NAGAR SHIV VAISHAV CO-OP HSG SOC LTD.

 Chairman
 Secretary
 Treasurer

 Kripa Pathak
 20/11/2011

Municipal Authorities for sanction. The developers shall within three months from the date of getting approval from MHADAS Committee this Agreement get the said building plans duly sanctioned by MHADA and the municipal and other Concerned Authorities and shall furnish the owners with Xerox copies of the concerned IOD and commencement certificate.

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10. Within 15 days of the Developers furnishing the said society with xerox copy of the Intimation of Disapproval (IOD), The said society shall ensure that all the 40 members of the Owners occupying the 40 flats to shift themselves and their family Members and belonging to some other accommodation to be acquired by the each Individual member. The developers will ensure that the members are handed over the ready flats in a period of 24 months. The developers shall not handover possession to any one from the "free sale" flats unless the developer hand over to the owners the said 40 flats duly completed in all respects.



11. Within 15 days of the developers handing over the said flats to the members of society the said 40 flats duly completed in all respects, the said society shall ensure that all 40 Existing members shift into their respective flats. The Developer further agree that for at least 1 years they will carry out the defects of the entire building after handing over the building to the Society. However this will not include day to day maintenance of the building. They will also provide a guarantee for water proofing of terrace for a period of 10 years from the concerned contractor

11. A The developer will give a bank guarantee to the society to the tune of amount which will be decided mutually by the society and developer for performing this Agreement.

12. After the New building is duly constructed and completed the purchasers of The remaining flats (other than the flats reserved for the said society as aforesaid) be put in possession of their respective flats, the developers shall submit to the said Society the respective letters for each such purchaser of flats consenting to such Purchasers being admitted as a member of the owners society. The said society then shall admit such purchasers of premises as their members and shall allot to such purchasers members the requisite share of the owners society. At the time of Admission to membership, such purchasers shall pay to the said society the requisite Share money and admission fee.

For NEHRU NAGAR SHIV VAISHNAV CO-OP. HSG. SOC. LTD.

[Signature]
Secretary

[Signature]
Secretary

[Signature]
24/21
Treasurer

For PARSN FOUNDATION & ENGG. COOP.

[Signature]
Partner.

बदर - १३	
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13. Till the date of handing over vacant possession of the building, the Owners and or their existing 40 members shall be liable to bear and pay all the Municipal taxes and other taxes, cesses, charges and other outgoing in respect of the said land and the said existing building. From the date of taking over the Possession of the building the developers shall be liable to bear and pay for the 40 flats the said liable to bear and pay the municipal taxes and other outgoings in respect of their respective flat. As regards the remaining flats the municipal taxes and other outgoing in respect thereof shall be borne and paid by the developers and/or the purchasers thereof.



14. It is hereby expressly agreed that the developers alone shall be liable to bear and pay the entire cost of development of the said land and the construction of the new Building as is herein visualized, including the following costs, charges and Expenses -

- (a) Entire cost of construction of the new building
- (b) All costs, charges, expenses, deposits (whether refundable or not) in connection with sanction of building plans.
- (c) Entire cost for general development of the said land including construction of common wall, paving of open area, constructing underground and overhead water tanks, entrance gate, water pumps, etc. in respect of the new building, the professional fees of the Architect & consultant for the project.
- (d) All charges pertaining to water & electricity during the period of construction & till the handing over of bldg will be borne by the developer.



15. The Developers shall at their own cost, in the name of the said society, forthwith proceed to prepare and submit the proposed building plan to MHADA

For **REHABERVA CO-OP SOCIETY LTD**

[Signature]
Secretary

[Signature]
Secretary

[Signature]
24/11/2011
11/650181

For **FARSN FOUNDATION & ENGG. GROUP**

[Signature]

Partner

बदर - १३	
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and the Authorities and obtain the necessary sanction for the same and carry out Development of the said land only after obtaining such sanction

16. Upon receipt of I.O.D. the said society shall grant a licence to the developers to enter upon the said land with rights

- a. To put up and/or erect sign boards upon the said land as also Advertisement including the advertisement in newspaper as deemed fit by the developer announcing the construction of building on the said land and the sale of the tenements on ownership basis
- b. To continue to carry on and complete the construction of building contractor, Sub-contractor or any other agent, entirely at the risk and costs of the developers
- c. To dispose of in the name of the developers on ownership basis the residential Premises to the persons of their choice and at the price as they may deem fit and proper for that purpose. & allot 50% of car parking in still to the new flat owners.
- d. To enter into in their own agreement in sale of flats, to receive from such purchasers the sale price of such tenements in the premises and to appropriate the same to themselves.
- e. To apply for and obtain in the name of the said society building completion Certificate.



17. The developers hereby covenant with the said society that they the developers shall Carry out and complete the entire development as aforesaid on the said Land at their own risk and costs, in accordance with the terms and conditions contained herein and as per the building plans to be hereafter sanctioned as per the prevailing Rules and Regulations and shall indemnify and keep the said society indemnified against all the costs of the said work as also all the losses that may be caused on account of any actions of the developers.



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For NEHRU NAGAR CHIV-VAIBHAV CO-OP HSG. SOC. LTD.

[Signature]
Chairman

[Signature]
Secretary

[Signature]
Treasurer

For PAREN FOUNDATION & ENGG. GROUP

[Signature]
Partner

बदर - १३	
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18. The Developers shall be solely liable and responsible to discharge the obligations under the Maharashtra ownership flats Act and under all other statutes applicable as also under the Agreements that may be entered into for sale of flats including the obligation to construct the Flats and also sale thereof and will do all acts deeds matters and things as may be entered into by the Developers with the purchasers of the tenements.

19. In erection and completion of the said building , the Developers shall do all acts and things required by and carry out the construction work completely in all respects with the provisions of the statutes applicable thereto and in accordance with the bye-laws, rules and regulations of the local authorities or of any other authority or body , and shall keep the owners indemnified against all demands and claims in respect of the fees, charges , fines, penalties that the owners may be required to incur in connection with the said land and other payments whatsoever which during the progress of work may become payable or to be demanded by the authorities in respect of the said building s or works or anything done in pursuance of these presents and generally from time to time shall discharge and pay all claims and outgoing chargeable in respect of the said buildings or work anything done in pursuance of these presents from the date of execution of these presents on words.



20. The developers are hereby authorized to make any application and obtain in the said Society's name any order permission or exemption for retaining or for re-development or for any other purpose in respect of the said land under section 20,21 or 22 of the urban land (ceiling and Regulation) Act, 1976, or under any other provision thereof and for that purpose if necessary to get the excess vacant land under the urban land (Ceiling and Regulation) Act, 1976, if any, contained in the said land carved out or separated there from and /or get such excess vacant land exempted from the provisions of chapter III of the urban land (ceiling and Regulations) Act, 1976.



21. The developers shall indemnify and keep indemnified the owners against all losses, damages, claims, actions, prejudices or proceedings under the urban land (ceiling and Regulations) Act and from all persons including the Government of Maharashtra, the said Municipal Authorities or otherwise however on account

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FOR NEHRU NAGAR SOVI VAIDRAN CO-OP HSG SOC. LTD.

Krupa Pathare

[Signature]
Secretary

[Signature]
Secretary
2021 02/27/2021
Treasurer

बदर - १३	
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of any act or omission on the part of developers, their agents and servants that the owners may sustain by reason of their granting various rights and authorities to the Developers as provided herein.

22. Simultaneously on the execution of these presents the owners shall execute a Power of Attorney authorizing the developers or their nominees to represent the owners before the municipal authorities, the competent authority appointed under the Urban Land (ceiling and Regulations) Act 1976 and all other public or private body and to do all other acts, deeds, matters and things which they are authorized to do under the foregoing Agreement. The said Power of Attorney shall remain irrevocable during the subsistence of the forgoing Agreement. **the entire building is constructed and handed over to society with occupation certificate.**



23. It has been agreed by and between the parties hereto that the developers shall be entitled to assign and transfer the benefits of this Agreement to a third party with the consent of the said society, provided however, that the terms and conditions of this agreement shall be valid and binding upon the developers nominee, transferee or third party. Provided that despite such assignment, the Developers shall continue to be liable and responsible, jointly with the Assignee, for the timely performance of all the terms and conditions herein contained.

The developer will pay a rent of Rs 17000/- per month to 40 members for the alternate accommodation for 24 months from the date of vacating the building till the date of handing over the new flats to the members



24. This agreement constitutes the entire understanding arrived by and between the parties hereto in respect of development of the said property. Any amendments or modification to the aforesaid terms and conditions of

For DEVELOPERS: [Signature] Director
 [Signature] Treasurer
 20/01/2019

For PARSN FOUNDATION LEASING CO. P.
 [Signature] Partner

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this Agreement shall be made provided as mutually agreed upon both the parties and the same shall be in writing and duly signed by both the parties hereto.

25. All disputes and differences of any nature at any time arising between the parties hereto as to the interpretation or construction of or concerning anything in or arising out of this Agreement or as to any act or omission in pursuance hereto or in any way touching these presents as to the rights and liabilities hereunder of the parties hereto of the subject matter hereof shall be referred to arbitration under the provision of the Arbitration and Conciliation Act, 1996 or the law relating to arbitration for the time being in force. Such arbitration shall take place in Bombay.



26. The stamp duty and registration charges in respect of this Agreement shall be borne and paid by the Developers alone.

FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of lease-hold land admeasuring 1290.10 sq.mtrs and being survey no. 229 & 267, city survey no. 12 (part) of village Kurla -3 with the building no. 38, having ground & 4 upper stories belonging to Shiv Vaibhav Co-op. Hsg. Soc. Ltd., standing there on situate lying & being at Nehru Nagar, Kurla (E), Greater Bombay, in the Registration district & sub district of Bombay suburban & bounded as follows i.e. to say :-

- On or towards North :- Shops & Bldg. No. 39
Tit bit land of MHADA
- On or towards South :- Bldg. No. 40 & 43
Tit bit land of MHADA
- On or towards East :- 60 Feet wide road &



For NEHRU NAGAR SHIV VAIBHAV CO-OP. HSG. SOC. LTD.

Rat
Chairman

Secretary
Secretary

Treasurer
Treasurer

For PARSH FOUNDATION & ENGG. GROUP.

Krupa Pathare
Partner.

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Tit bit land of MHADA

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On or towards West

Open space of Mhada २०११

SECOND SCHEDULE ABOVE REFERRED TO

(Particulars of members and Flats)

S/N	Tenement Number	Name of Member	Carpet Area of each Tenement	Sale Price of each Tenement (Rs.)
1	1061	Smt. Usha C. Sawant	22.63	8350/-
2	1062	Mr. Deepak Vibhakar Alhat	22.63	8350/-
3	1063	Smt. Vaishendevi T. Gurnani	22.63	8350/-
4	1064	Mr. Rajesh Rambachan Dubey	22.63	8350/-
5	1065	Mrs. Vaishali Pramod Shinde	22.63	8350/-
6	1066	Mrs. Sushila Ankush Ethape	22.63	8350/-
7	1067	Smt. Chandra Narayan Shetty	22.63	8350/-
8	1068	Mr. Dhamraj Ramkedar Dubey	22.63	8350/-
9	1069	Mrs. Anusaya Bhau Amrutsagar	22.63	8350/-
10	1070	Smt. Sunanda Arvind Padhye	22.63	8350/-
11	1071	Ku. Aparna Bhau Amrutsagar	22.63	8350/-
12	1072	Smt. Ramabai Ramesh Ambre	22.63	8350/-
13	1073	Mr. Damaji Manya Shah	22.63	8350/-
14	1074	Mr. Vijay Ganpat Bhokare	22.63	8350/-
15	1075	Mr. Umaji Govind Talekar	22.63	8350/-
16	1076	Mr. Jetharam B. Parmar	22.63	8350/-
17	1077	Mrs. Rekha Ashok Kalkhair	22.63	8350/-
18	1078	Smt. Sucheta Shrikrishna Desai	22.63	8350/-
19	1079	Mr. Prathamesh Shankar Shirsat	22.63	8350/-
20	1080	Mr. Sudhakar Govind Kulkarni	22.63	8350/-
21	1081	Smt. Sunita Bapu Rane	22.63	8350/-
22	1082	Mr. Santosh Shridhar Likhite	22.63	8350/-
23	1083	Mr. Vijay Kachru Kalkhair	22.63	8350/-
24	1084	Smt. Vijayalaxmi Jagdish Sawant	22.63	8350/-



Krupa. Pathare

Handwritten signatures and notes at the bottom of the page, including a signature that appears to be 'Sawant' and some illegible text.

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25	1085	Mrs. Lata Shankar Nirala. Mr. Shankar P. Nirala	22.63	8350/-
26	1086	Smt. Sai Kutty John	22.63	8350/-
27	1087	Mr. Madhukar Ganpat Doiphode	22.63	8350/-
28	1088	Mr. Ramesh Virji Gala	22.63	8350/-
29	1089	Mrs. Jayashree S. Dhise	22.63	8350/-
30	1090	Mr. Deepak Bhagwan Jagtap	22.63	8350/-
31	1091	Mrs. Shubhangi Bhagwan Jagtap	22.63	8350/-
32	1092	Mr. Bhagwan Balaji Jagtap	22.63	8350/-
33	1093	Mrs. Aruna Ashok Parab	22.63	8350/-
34	1094	Mr. Ramesh Narayan Rambhade	22.63	8350/-
35	1095	Smt. Pushpawati Ramrao Poi	22.63	8350/-
36	1096	Mr. Yusuf Abdul Kadir Patel	22.63	8350/-
37	1097	Mrs. Madhavi Sudhir Bekaalkar	22.63	8350/-
38	1098	Smt. Sheela Arvind Patil	22.63	8350/-
39	1099	Mr. Atul Sadashiv Deshmukh	22.63	8350/-
40	1100	Mrs. Kanchan Sadashiv Deshmukh	22.63	8350/-
		Total		3,34,000



IN WITNESS WHEREOF the parties hereto have here unto set and subscribed their respective hands and seals the day & year first herein written.

THE COMMON SEAL OF THE WITHIN NAMED KURLA SHIV VAIBHAV CO-OPERATIVE HOUSING SOCIETY LTD., was hereunto affixed pursuant to the Resolution dated ____ day of _____, of its Managing Committee in the presence of



(1) MRS. REKHA KALKHAIR
(Chairman)

Handwritten signature

(2) MRS. VIJAYALAXMI J. SAWANT
(Secretary)

Handwritten signature

(3) MR. RAMESH VIRJI GALA
(E. Member)
Treasurer

Handwritten signature



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(1)



(2)



(3)



being its Chairman and Hon. Secretary respectively, who have in token thereof signed hereto in the presence of.....

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SIGNED SEALED AND DELIVERED)

By the within -named DEVELOPERS)

M/s PARSN FOUNDATION AND)

ENGINEERING CORPORATION)

By its Partner)

MRS. KRUPA RAJAN PATHARE)

In the presence of.....)



PARSN FOUNDATION & ENGG. CORP.

Krupa Pathare
Partner.

1) *Krupa Pathare*

2) *[Signature]*

