



ARTICLES OF AGREEMENT made at Mumbai this 2nd May day of May 2006 BETWEEN MANGAL SHRUSHTI GRUH NIRMITI LIMITED, a Company incorporated and registered under the Companies Act, 1956 (Act of 1956) having its Registered Office at Akruti Trade Centre, Road No.7, MIDC, Marol, Andheri (East), Mumbai - 400 093, hereinafter referred to as "THE DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the FIRST PART

AND

TULSIWADI NAVNIRMAN (SRA) CO-OPERATIVE HOUSING SOCIETY LTD. , registered under the Maharashtra Co-Operative Society Act, 1960 vide Registration No. Mumbai(S.R.A.)/HSG/(TC)/10540/1998 situated on the plot of land C.S. No. 383(pt), 1/383. 4/383. 8/382, 389, 398, 399

The Cosmos Co-operative Bank Ltd., Vile Parle Branch, Mumbai  
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397 and 413 (pt) of Tardeo Division, Tulsiwadi Cross Road, D-Ward, Tulsiwadi, Tardeo, Mumbai 400 024, hereinafter referred to as the "SAID SOCIETY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its member, legal representative, successors and assigns) of the party of **SECOND PART**

AND

SHRI/SMT. Jesing Dayabai Shetramra, an Adult of Mumbai, Indian Inhabitant, employed with Municipal Corporation of Greater Mumbai (MCGM) residing at B/16 B m c colony B M Rathod marg Tulsiwadi mahalaxmi mumb-400032 hereinafter referred to as the "THE OCCUPANT/TENANT" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, legal representative, successors and permitted assigns) of the Party of **THIRD PART**.

**WHEREAS :**

- a) The Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM") is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land with structures standing thereon, bearing C.S.No. 383(pt), 1/383, 4/383, 8/383, 389, 390, 397, 398 and 413(pt) admeasuring 74,536.62 sq.mtrs. or thereabouts of Tardeo Division, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban District, Tulsiwadi, D-Ward, Tardeo, Mumbai 400 034, more particularly described in the first schedule hereunder written and as shown bounded thick black line on the

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plan attached to this Agreement (hereinafter referred to as the "the said Property")

- b) Part of the said Property is occupied by several Old Chawl Buildings, (MCGM Conservancy Chawls) constructed by MCGM, for the use and occupation of its conservancy staff and are used and occupied by employees of MCGM Department of Conservancy staff members, the balance portion of the said property is occupied by the hutment dwellers and the said property has been declared as slum as required under a Slum Areas (Improvement and Clearance) Act, 1971.
- c) The Party of the third part herein is the occupant of a single room tenement admeasuring about 180 sq.ft. on the Gr., floor of the building No. B, particulars of which are given in the Second Schedule hereunder (hereinafter referred to as "the said Old Premises/tenements") belonging to MCGM, in his/her capacity as an employee of the MCGM.
- d) All the occupants of various structures alongwith hutment dwellers occupying the said property, formed a Society being the party of the Second Part herein and decided to join and appoint the Developer to develop the said property belonging to the MCGM as per the provisions No.33 (9) (namely the Urban Renewal Scheme) of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as the said D.C. Regulations).

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- e) After considering various aspects of the Urban Renewal Scheme and pursuant to the sanctions accorded by Mayor in Council of MCGM vide its item No.6 of their Agenda in the Meeting held on 19<sup>th</sup> August, 1998, Improvement Committee Resolution No.47 of 25<sup>th</sup> September, 1998 and Municipal Corporation Resolution no. 382 of 5<sup>th</sup> October, 1998 and reconfirmed by the Corporation Resolution No. 772 on 21<sup>st</sup> November, 2003(hereinafter referred to as the said ICR/CR) have accepted the said Developer, namely Mangal Shrushti Gruh Nirmiti Limited as the Contractor for implementing the said Urban Renewal Scheme of Tulsiwadi, and accordingly on 14<sup>th</sup> October, 1998 Joint Municipal Commissioner (Improvement) had granted the work order Under Section 69( C) of the Mumbai Municipal Corporation Act, 1888 to the aid Developer to implement the said Urban Renewal Scheme of Tulsiwadi.
- f) An Agreement was entered into on 24<sup>th</sup> March, 2004 between the MCGM of the One Part and MANGAL SHRUSHTI GRUH NIRMITI LIMITED, namely the Developer herein of the Other Part with regard to the development of the said property to be carried on as an Urban Renewal Scheme under Regulation 33(9) of the said D.C.Regulations. On the same day a Tripartite Agreement was entered into inter-alia between the said MCGM and said Society and the Developer herein for the development of the said property on the terms and conditions set out therein.
- g) That the MCGM have also issued Annexure-II showing the eligibility of the occupant of the said property and said developer

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have agreed to construct tenement namely Permanent alternate accommodation admeasuring 225 sq.ft. carpet for allotting in lieu of the said tenement in rehab building with all basic amenities and as more particularly set out in annexure-I annexed hereto.

- h) The Occupant has declared and hereby confirm that except for himself/herself and his/her immediate family members as under, there is/are no other person/s in use or occupation or possession of the said Room or any part thereof and hereinafter referred to as "the said old premises".

Sr.No.	Name of the Family Members	Age	Relationship with the Occupant.
1	Jethiben Jesting shetronia	49	wife
2	Sunil Jesting	25	son
3	Rajesh Jesting	22	son
4			
5			

- i) In pursuance of the foregoing the Occupant has agreed to enter into this Agreement with the Developer on the terms and conditions as appearing hereinafter.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND AMONGST THE PARTIES HERETO AS FOLLOWS :**

1. The Developer hereby agrees that as and by way of Permanent Alternate Accommodation in lieu of the old premises being Single

*Autronia J.D*



This page form a part of Article of Agreement between Mangal Shrushti Gruh Nirmiti Ltd. (Developer) and Tulsiwadi Navnirman (SRA) CHS Ltd. (Society) AND Shri/Smt. Shetraniya Jaising Dayabhai (Occupant/Tenant) dated 2nd May 2006.

**THE SECOND SCHEDULE ABOVE REFERRED TO :**  
**(DESCRIPTION OF THE SAID PROPERTY)**

A single room tenement admeasuring about 180 sq.ft. on the Gr. floor of the Building No. B/16 which building owned by M.C.G.M. is situated on the property described in the above mentioned First Schedule.

The contents of the Agreement was read over and explained to the Occupant in Marathi/ Gujarathi/ Hindi and after fully understanding the contents of the Agreement, the Occupant has signed/ affixed his/her left hand thumb impression thereof.

SIGNED AND DELIVERED by the  
withinnamed " THE DEVELOPER"  
MANGAL SHRUSHTI GRUH NIRMITI LTD.)  
the party of First Part  
in the presence of .....

1. DHARMENDRA R. SHESHUPAL

2. JAYANT K. WADH

*Sheshupal*  
*Jayants*

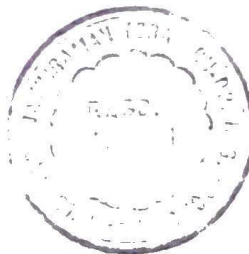


SIGNED AND DELIVERED by the  
withinnamed " THE SOCIETY"  
TULSIWADI NAVNIRMAN (SRA) CO.OP.  
HOUSING SOCIETY LTD. supported by  
TULSIWADI VIKAS CO.OPERATIVE  
HOUSING SOCIETY (PROPOSED)  
the party of Second Part  
in the presence of .....

1. HARISH P. DHARIA  
CHAIRMAN

2. *Kassan Ranjithkumar*

*Harish P. Dharia*  
*Kassan*



SIGNED AND DELIVERED by the  
withinnamed "THE OCCUPANT"  
SHRI/SMT. SHETRANIYA JAISING  
the party of Third Part DAYABHAI  
in the presence of .....

1.  
2.



*Shetraniya J.D*

ANNEXURE TO AGREEMENT

BRIEF DESCRIPTION/ SCHEDULE OF FINISH

1. **Flooring** : Spartek type tiles of at least 1' x 1' in size shall be laid in Hall & passage, Machine cut polished kotah stone shall be laid in kitchen and in common passage area.
2. **Doors & Windows** : All entrance doors will be 1- ½' thick solid core and one side veneer flush door with French polish 12' long and 5/8' chrome plated brass aldrop, magnifying peep hole, fancy letter slit, 10" long chrome plated brass barrel bolt, safety chains, door stopper. Waterproof doors with chrome plated brass fittings and Aluminum powder coated louvered windows shall be provided to Bathrooms & W.C. All windows will be of Aluminium powder coated sliding type shall be provided in hall and kitchen. MS grills of ½" x ½" section of approved quality and design shall be provided to all windows. All wood work shall be done C.P., Teak only.
3. **Kitchen** : Kitchen will have a cooking platform of Kadappa with Green marble top and with Stainless Steel Sink (ISI mark) finished with dado upto ceiling of coloured glazed tiles above platform. One bib tap over the sink shall be provided.
4. **Bath & W.C.** : All bathrooms will have a machine cut polished kotah ladi with dado of coloured glazed tiles up to ceiling. In bathroom one bib tap, one towel rod and two pages for cloth hanging shall be provided. One geyser 1 to 3 KW shall be provided. In W.C. Indian type W.C. pan with flushing tank and push tap shall be provided. W.C. flooring will be of white glazed tiles and dado up to ceiling.
5. **Electricity** : Electricity fitting & wires will be of ISI quality, concealed type. In hall two light points, one fan points with ISI quality ceiling fan, two half points and call bell point with call bell. TV cable and Telephone socket shall also be provided in hall. In kitchen two light points, one fan point with fan, two half point and one power point for refrigerator and one exhaust fan point with exhaust fan. In bathroom



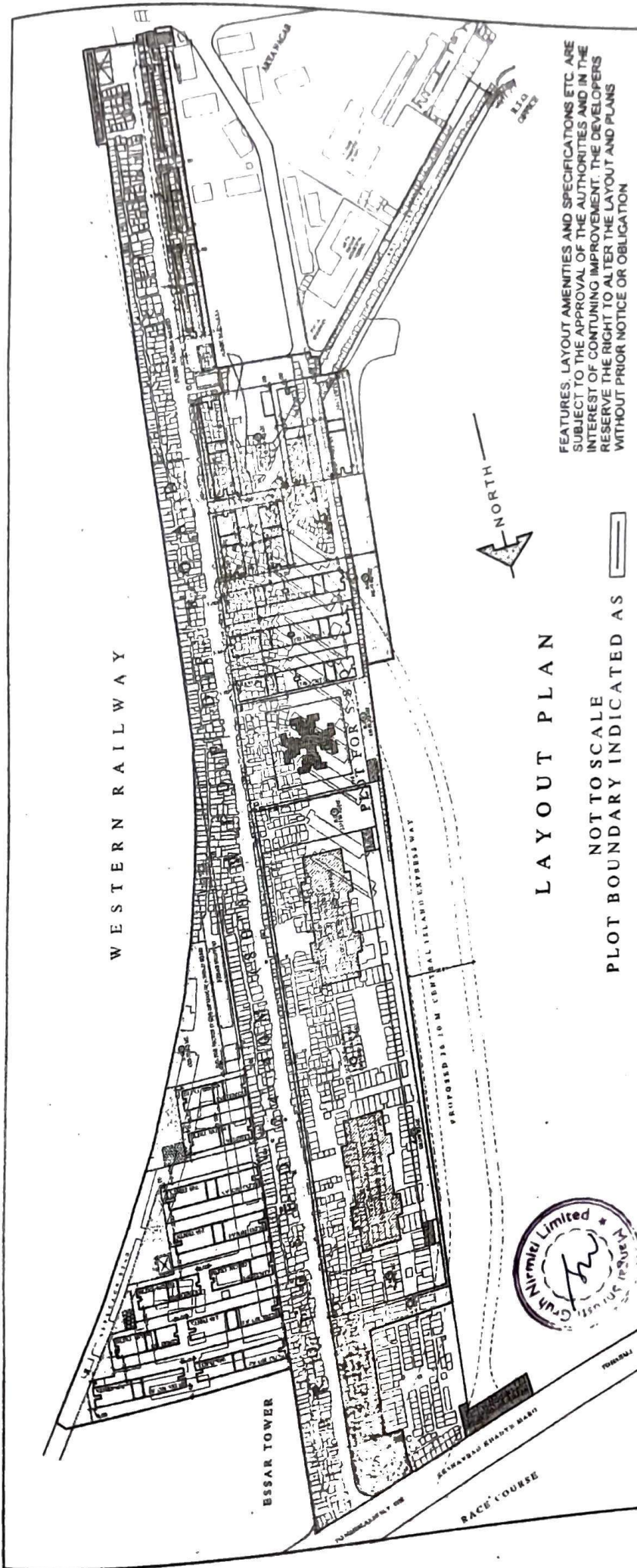
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and W.C. one light point shall be provided. In passage one light point and one half point, suitable light points in terrace, Refuge floors, staircases and common lobbies shall be provided.

6. **Plumbing work** : All plumbing work will be of ISI quality, concealed type with G.I. pipe and fittings of ISI quality shall be done in kitchen, bathroom and W.C. as per Architect's direction.







FEATURES, LAYOUT AMENITIES AND SPECIFICATIONS ETC. ARE SUBJECT TO THE APPROVAL OF THE AUTHORITIES AND IN THE INTEREST OF CONTINUING IMPROVEMENT. THE DEVELOPERS RESERVE THE RIGHT TO ALTER THE LAYOUT AND PLANS WITHOUT PRIOR NOTICE OR OBLIGATION

### LAYOUT PLAN

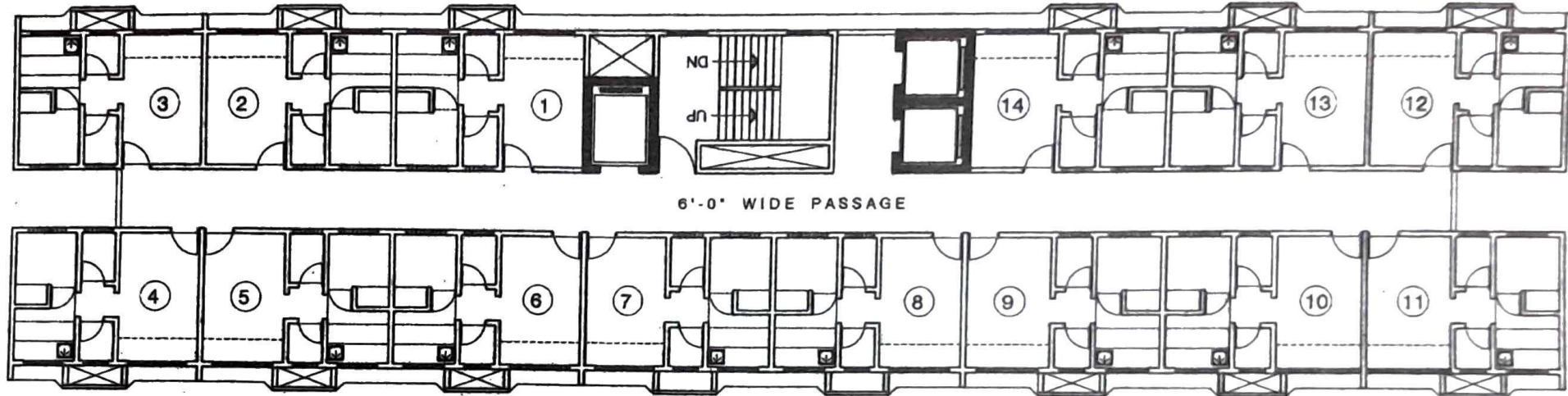
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PLOT BOUNDARY INDICATED AS



<b>STRUCTURAL CONSULTANTS</b> MAHIMURA CONSULTANTS PVT. LTD SOLICITORS		<b>DEVELOPERS</b> M/S. MANGAL SHRUSTI GRUH NIRMITI LTD.		<b>NOTES</b> 1. NO WORK IS TO BE DONE IN THE AREAS SHOWN IN RED UNLESS SPECIFICALLY NOTED OTHERWISE. 2. PROVISIONAL/CONTINGENT/RESERVE AREAS ARE TO BE KEPT OPEN FOR FUTURE DEVELOPMENT. 3. ALL AREAS TO BE KEPT OPEN FOR FUTURE DEVELOPMENT.		<b>ARCHITECTS</b> PRAKASH SANKPAL ARCHITECTS 110, A. C. J. BANGS ROAD, BANGALORE, KARNATAKA PH: 080-26611111 FAX: 080-26611112 E-MAIL: prakash@prakashsankpal.com	
<b>PROJECT TITLE</b> PROPOSED TULSIWADI URBAN RENEWAL SCHEME ON A MUNICIPAL PROPERTY BEARING C.S. NO. 1/383, 8/383, 389, 390, 397 AND 413 OF TARDEO DIVISION, K-KHADYE MARG, MUMBAI - 400034, UNDER DCR 33 (B)		<b>JOB NO.</b> 118/03		<b>DATE</b> 17-12-08		<b>SCALE</b> AS SHOWN ON DRAWING	
<b>DATE</b> 17-12-08		<b>DATE</b> 17-12-08		<b>SCALE</b> AS SHOWN ON DRAWING		<b>REVISIONS</b> NO.   DATE   BY   REVISION	

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TYPICAL FLOOR PLAN

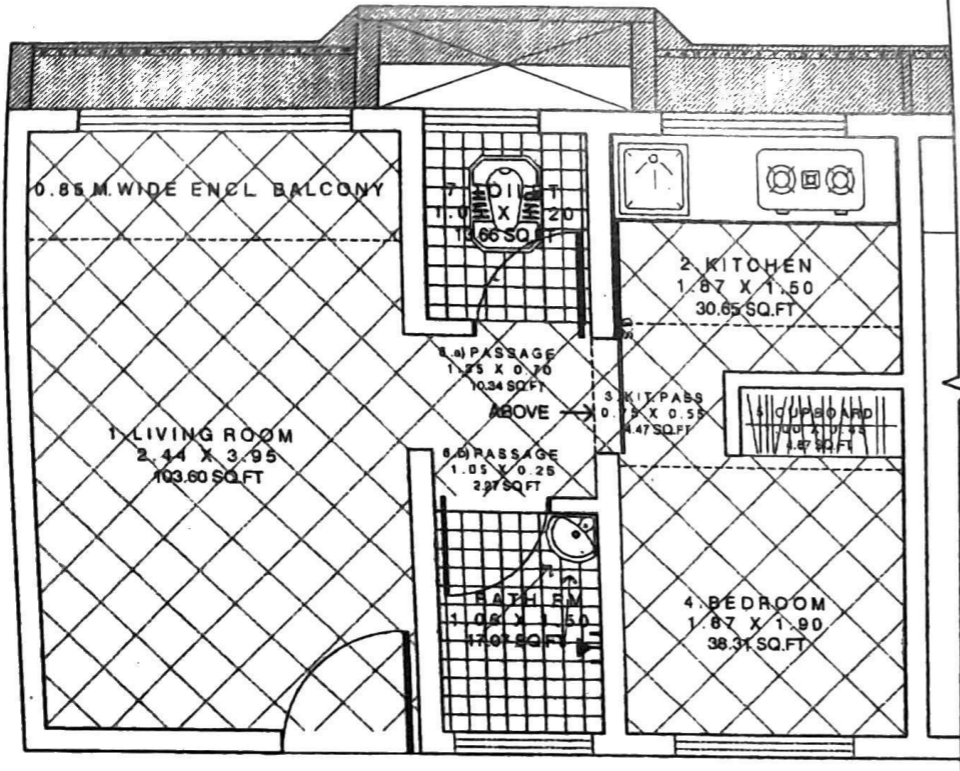


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PROJECT TITLE	DEVELOPERS	ARCHITECTS
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PLAN OF A TYPICAL TENEMENT

**CARPET AREA CALCULATIONS :**

1) LIVING ROOM	8' 0" X 12' 11"	=	103.60 SQ.FT.
2) KITCHEN	6' 1" X 5' 0"	=	30.65 SQ.FT.
3) KIT. PASS.	2' 6" X 1' 9"	=	4.47 SQ.FT.
4) BED ROOM	6' 1" X 6' 3"	=	38.31 SQ.FT.
5) CUPBOARD	3' 3" X 1' 6"	=	4.87 SQ.FT.
6) PASSAGE (a)	4' 5" X 2' 4"	=	10.34 SQ.FT.
PASSAGE (b)	3' 5" X 0' 8"	=	2.27 SQ.FT.
7) TOILET	3' 5" X 4' 0"	=	13.76 SQ.FT.
8) BATHROOM	3' 5" X 5' 0"	=	17.20 SQ.FT.

**TOTAL = 225.47 SQ.FT.**

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