

RE-DEVELOPMENT AGREEMENT

This Re-Development Agreement (“**this Agreement**”) made and entered into at Mumbai this _____ day of _____ Two Thousand and Twenty-Five:

BETWEEN

KUMARI JETHI T SIPAHIMALANI CO-OPERATIVE HOUSING SOCIETY LIMITED, a co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1961 as a housing society, under Registration No BOM/(WD)HSG/(TC)367/84-85 of 1984, having its registered address at Jethiben Colony, F.P.No-565, Mori Road, Mahim, Mumbai-400016 through its Office bearers viz. (1) Capt. M .S .Virdi, the Chairman, (2) Mr. Kumar Darira, the Secretary, (3) Dr. Rajesh Gokani, the Treasurer being the authorized signatories, in pursuance to the resolution passed at the special general body meetings of the members of the society held on 16th March, 2025 (hereinafter referred to as the “**Society**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **ONE PART**;

AND

Chairman

Secretary
(**Society**)

Treasurer

(Developer)

TEN X REALTY WEST LIMITED, a company incorporated under the provisions of the Companies Act, 2013, having CIN: **U41000MH2024PLC416599** and its registered office at Pokharan Road, Jekegram, Thane – 400 606 (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 permitted assigns) of the **OTHER PART**.

The Developer and the Society shall hereinafter be collectively referred to as “**Parties**” and individually as a “**Party**”.

WHEREAS:

- (A) The Society is the owner of and is otherwise well and sufficiently entitled to and possessed of all that piece and parcel of land bearing C.S. No 1/1231 and C.S. No 1/1230 and 2/1230 and Final Plot No 565 of Town Planning Scheme III of Mahim Division, admeasuring 14,600.45 square meters, situate, lying and being at Mahim, junction of MMC Road No 2 and Mori Road, District Mumbai City, Mumbai – 400 016 (“**Land**”). The Land has been more particularly described in the **First Schedule** hereunder written and delineated in **RED** colour boundary line in the plan annexed hereto and marked as **Annexure 1**.
- (B) In or around 1959, 20 (twenty) residential buildings comprising of ground + 3 (three) upper floors divided into 32 (thirty-two) wings (“**Buildings**”) consisting of 267 (two hundred and sixty-seven) residential flats (“**Existing Flats**”), 12 (twelve) covered garages (“**Garages**”) and 17 (seventeen) commercial shops (including 3 (three) shops used as post office) (“**Shops**”), (collectively referred to as “**Existing Premises**”) were constructed on the Land. The Buildings have been more particularly described in the **Second Schedule** hereunder written. The Land and Buildings are hereinafter collectively referred to as the “**Property**”.
- (C) The Society has appointed Mr Mahadev Andulekar (M.B. Andulekar and Associates), the licensed surveyor suggested by the Developer, who has conducted physical measurement of the Property and has confirmed the aggregate and individual area of the Existing Flats, Shops and Society Office. The Existing Flats and Shops admeasure in aggregate approximately 1,91,313 square feet carpet area (i.e., Existing Flats admeasure 1,86,440 square feet carpet area and Shops admeasure 4,873 square feet carpet area). The Developer has independently verified the aforesaid area; however, the Parties acknowledge that the same is subject to certification by MHADA.
- (D) The Society presently comprises of 266 (two hundred and sixty-six) registered members (“**Members**”). The registered Members are currently occupying 266 (two hundred and sixty-six) flats out of the Existing Flats in the Buildings. The Society owns and occupies 1 (one) residential flat in the Buildings (“**Society Occupied Flat**”) and the Society has not issued share certificate in respect of the Society Occupied Flat. Out of the Garages, 8 (eight) Garages (out of which 2 (two) Garages are being used as a prayer hall) are in use and possession of the Society and the balance 4 (four) Garages are in use and possession of 4 (four) Members. All the registered members of the Society are holding 5 (five) shares each of the face value of INR 50 (Indian Rupees Fifty) per share. The particulars of the Members and their respective shareholdings, particulars of the Existing Flats owned by the Members and the Society, in the Buildings and the Existing Carpet Area (*as defined below*) of such Existing Flats, and the particulars of the Garages owned and possessed by the Society and Members are more particularly set out in **Part I** of **Annexure 2**.
- (E) The Society is the owner of the Shops, out of which 15 (fifteen) Shops are occupied by the Tenants of the Society, and balance 2 (two) Shops are occupied by the Society (“**Society Occupied Shops**”). The particulars of the Tenants, Shops occupied by the Tenants, Society Occupied Shops and Existing Carpet Area of such Shops are more particularly set out in **Part II** of **Annexure 2**. The details of Garages and occupants thereof are set out in **Part III** of **Annexure 2**.
- (F) The Society has appointed M/s P.N. Bhoje & Associates, having his office at A/3 & A/4 Ramesh Ghar, T.H. Kataria Road Mahim, Mumbai- 400016 (“**PMC**”), as a consultant to aid and assist the Society in the process of redevelopment of the Property.

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(Society)

Treasurer

(Developer)

- (G) As the Buildings are more than 65 (sixty-five) years old, the Society undertook a structural audit and the results pursuant to the structural audit suggested heavy periodical repairs and restoration cost in respect of the Buildings and as such, after considering the condition of the Buildings and the high costs involved in restoration / structural repairs thereof, the Society, in consultation with the PMC, in its Special General Body Meeting held on 30 October 2022, decided to undertake redevelopment of the Property by demolishing the Buildings and constructing new building(s) thereon, by utilizing the available floor space index (“FSI”) i.e., base FSI as well as compensatory fungible FSI whether available free of cost and/or on payment of premium and obtaining transferrable development rights (“TDR”) or on payment of premium or any other FSI by whatever nomenclature in accordance with the provisions of Regulation 33(9) or any other applicable regulations of the Development Control and Promotion Regulations, 2034 as amended from time to time (“DCPR 2034”) subject to the terms and conditions and in the manner provided hereinafter.
- (H) In pursuance thereto, the Society in consultation with the PMC decided to invite offers from competent and reputed developers to undertake redevelopment of the Property by demolishing the Buildings and the Structures and construction of the new buildings on the Land, in order to accommodate the Members, in their respective new flats / commercial units / shops etc., in the proposed new building/s and to sell the remaining constructed area by way of residential flats / commercial units / shops etc., in the open market to the prospective buyers. In response thereof, the Society received various offers from intending developers, pertaining to redevelopment of the Property.
- (I) The Society has followed the procedure set out in the Circular dated 4 July 2019, issued by the State Government of Maharashtra under Section 79 (A) of the Maharashtra Cooperative Societies Act, 1960 governing re-development by societies and invited proposals for redevelopment of the Property from various real estate developers.
- (J) Amongst other developers, Ten X Realty Limited had also addressed, on 15 June 2023, 5 August 2023, 28 October 2023 and 1 November 2023 to the Society, its Redevelopment Proposals with regards to the redevelopment of the Property (“Offers”).
- (K) After evaluation of all the offers received by the Society from the intending developers on their merits and thorough scrutiny made by the Managing Committee of the Society as well as PMC and thereafter, on detailed discussions and deliberations in the Special General Body Meetings of the Society held from time to time and the last such meeting held on 29 October 2023 (in the presence of the Shri J.W. Chavan – Deputy Registrar, Co-operative Officer, Grade – 1; and Shri Nikhil Khochare – Assistant Co-operative Officer, Co-operative Societies, G/N Ward, Fort, Mumbai), it was resolved by majority votes cast by the Members to opt for redevelopment of the Property under cluster scheme of redevelopment and to accept the Offers of **TEN X REALTY LIMITED** and to select **TEN X REALTY LIMITED** as the developer in respect of the present redevelopment of the Property and to allow and permit them to undertake the redevelopment of the Property by demolishing the Buildings and constructing new multi-storied building(s) in their place and stand along with car parking spaces and common areas and amenities (“Project”) in accordance with the provisions of Regulation 33(9) of DCPR 2034. A copy of the Resolution dated 29 October 2023 is annexed hereto as **Annexure 3**.
- (L) The Deputy Registrar, G/N Ward has issued Order dated 3 November 2023 for no objection to the redevelopment of the Property through Ten X Realty Limited. A copy of the aforesaid Order dated 3 November 2023 issued by the Hon’ble Deputy Registrar of Co-operative Society, G/N Ward is annexed hereto as **Annexure 4**. Accordingly, the Society has complied with the procedure laid down by the Government of Maharashtra under Section 79A of the Maharashtra Co-operative Societies Act, 1960 for the purpose of appointment of Ten X Realty Limited for redevelopment of the Property.
- (M) The representatives of Ten X Realty Limited had intimated the Society vide its letter dated 15 June 2023 that Ten X Realty Limited may undertake the redevelopment of the Property in its own name or through any of its group companies. Accordingly, Ten X Realty Limited intimated the Society that Ten X Realty West Limited i.e., the Developer herein shall undertake the redevelopment of the Property.

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(Society)

Treasurer

(Developer)

- (N) Pursuant to the above, the Society has confirmed to the Developer that, for the purposes of redevelopment of the Property, the Developer shall be entitled to avail and utilise on the Land 5.4 FSI comprising of FSI in any form and name as may be available in respect of the Land, be it compensatory FSI, fungible FSI / area etc., and shall also be entitled to load TDR (collectively, the “**Development Potential**”).
- (O) Out of 267 (two hundred and sixty-seven) Existing Flats admeasuring in the aggregate 1,86,440 square feet carpet area, (i) the Members presently collectively own 266 (two hundred and sixty-six) residential flats admeasuring in the aggregate approximately 1,86,095 square feet carpet area; and (ii), the Society owns 1 (one) residential flat admeasuring 345 square feet carpet area. Out of 17 (seventeen) Shops admeasuring in aggregate 4,873 square feet carpet area, (i) 15 (fifteen) Shops admeasuring 3,578 square feet carpet area are occupied by the Tenants; and (ii) 2 (two) Shops admeasuring in aggregate 1,295 square feet carpet area are used and possessed by the Society. The details of the aforesaid is set out in **Annexure 2** annexed hereto i.e., the Existing Carpet Area. The Developer has agreed to provide each of the Members, Society and the Tenants additional Carpet Area over and above the Existing Carpet Area (as and by way of permanent alternate accommodation) at the costs, charges, and expenses of the Developer. From and out of the Development Potential, the Developer is required to construct and handover free of cost (i) 267 (Two Hundred and Sixty-Seven) residential flats in the Project, admeasuring in the aggregate 3,50,375 square feet Carpet Area which includes the aforesaid additional area to the Members and Society; and (ii) 17 (seventeen) commercial units / shops, thus admeasuring in the aggregate 7,496 square feet Carpet Area to the Tenants and the Society i.e., 15 (fifteen) commercial units / shops to the Tenants and 2 (two) independent and self-contained commercial units / shops to the Society against the Society Occupied Shops (“**Permanent Alternate Accommodation**”) and the Developer is also required to provide to the Members, Society and the Tenants, car parking spaces and other common areas and amenities as more particularly set out in this Agreement. The Carpet Area of the Permanent Alternate Accommodation and the car parking space entitlement of each of the Members and Tenants are set out in the area statement annexed hereto as **Annexure 5** (“**Area Statement**”). The Permanent Alternate Accommodation and the car parking space entitlement of each Members, Society and Tenants collectively is referred to as the “**Society Component**”. It is clarified that the New Building/s to be constructed by the Developer shall be composite building/s.
- (P) The Government of India, Department of Post is the tenant of the Society in respect of 3 (three) Shops. The aforesaid Shops are used as Post Office. It is clarified that it shall be the sole and exclusive responsibility of the Developer to deal with the Government of India, Department of Post and provide them Permanent Alternate Accommodation in lieu of the Shops occupied by them in accordance with Area Statement annexed and marked as **Annexure 5** hereto. The Society shall render necessary co-operation and execute and register all such documents, agreements and writings as may be required by the Developer in this regard at the cost and expenses of the Developer.
- (Q) A portion out of the Land admeasuring 576.93 square meters was held by the Society on lease from Government of Maharashtra for a period of 999 years commencing from 15 January 1913 (“**said Portion**”). The said Portion is delineated in **BLUE** colour boundary line on the plan annexed hereto and marked as **Annexure 1**.
- (R) *Vide* an Order dated 17 July 2025 bearing No CSLR/MSHA/MAHIM/N.R.YO.3/F.P.No.565/OCC.CLASS-I/RUPA/ORDER/2025/11033 issued by concerned authority, the said Portion has been converted to freehold land and the tenure of the said Portion has been converted from Occupancy Class II to Occupancy Class I. Hereto annexed and marked as **Annexure 6** is a copy of the Order.
- (S) In consideration of the Developer (i) having paid premium for converting the said Portion to freehold land by making payment of necessary premium to the concerned government authority; (ii) agreeing to make the payment of Monthly Hardship Allowance, Hardship Allowance, Brokerage, Shifting Charges and other amounts as mentioned in this Agreement to the Members and Tenants without any delay and/or default; and (iii) agreeing to undertake the redevelopment of the said Property as envisaged under these presents and construct and hand over the Society Component free of cost to the

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Members, Society and Tenants, respectively, the Society has agreed that the Developer shall be entitled to demolish the Buildings and develop the Project in their place and instead by consuming the Development Potential that may be available for utilisation on the Land, such that, save and except the Society Component, the balance flats / units / shops and balance car parking spaces in the Project shall be available for utilization by the Developer and the Developer shall be entitled to sell, lease, allot or otherwise howsoever dispose such flats / units / shops and the car parking space, in the manner it may deem fit and proper and also appropriate the consideration thereof, without any reference to the Society.

(T) The Developer has independently investigated the title of the Society to the Property and has satisfied itself in that regard. Further the Developer has independently ascertained the feasibility and development potential of the Property. However, investigation of the title of the Society to the Property by the Developer shall not dilute the representations, covenants and indemnities of the Society provided in this Agreement.

(U) The Parties have negotiated the terms on which the Developer is to redevelop the Property and they have now decided to enter into this Agreement to reflect the understanding arrived between the Parties. The drafts of this Agreement, PAA Agreement, POA and Members' / Tenants' Consent Letters were uploaded on the website of the Society for the purpose of circulation amongst the Members of the Society for their suggestions and objections and after receiving such suggestions and objections from the Members and after discussing the same with the Developer, were placed before the Special General Body meeting held on 16th March, 2025 in the nature of final drafts. The Special General Body after discussion and amendments, unanimously approved the same and appointed, authorised and empowered (1) Captain M.S. Viridi, the Chairman; (2) Mr Kumar Darira, the Secretary; and (3) Dr Rajesh Gokani, the Treasurer, the committee member, to jointly sign and execute and register this Agreement and the POA in favour of the Developer and execute and register the PAA Agreement and to affix the Seal of the Society on all documents and do all necessary acts, deeds and things on behalf of the Society and its Members for the redevelopment of the Property by the Developer.

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

1 The Recitals shall form an integral part of this Agreement and shall be read accordingly.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, (i) capitalised terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following terms shall have the meanings assigned to them herein below:

2.1.1 **"Additional FSI"** shall mean any FSI (by whatever name called) becoming available for utilisation on the Land over and above the Development Potential, due to any change / re-enactment / fresh enactment of any Applicable Law.

2.1.2 **"Additional Hardship Allowance"** shall mean the fund payable by the Developer to certain Members in the manner provided in Clause 8.3.2.

2.1.3 **"Agreement"** shall mean this Agreement and all Schedules and Annexures attached to it and shall include any modifications to this Agreement or any supplementary agreement to this Agreement, as may be mutually agreed in writing by the Parties from time to time.

2.1.4 **"Allocation Chart"** shall mean the chart prepared by the Society setting out the details of the Permanent Alternate Accommodation (including the Carpet Areas) and car parking spaces to be provided in the Project to each of the Members and Tenants from the Society Component.

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- 2.1.5 **“Amenities and Facilities”** all such common amenities and facilities in the Project, including terraces, compound and common areas for the common use, benefit and enjoyment of the Members and all purchasers / owners of residential flats of the Developer Premises in the Project and annexed as **Annexure 7**.
- 2.1.6 **“Applicable Law”** includes all applicable laws, development control rules, regulations, orders, ordinance, guidelines, policies, notices, notifications, directions, conditions of any regulatory approval or license or consent or certificate issued by a government authority including the Government of Maharashtra and its departments, the Government of India and its departments and also includes any and all applicable statute, treaty, law, code, regulation, ordinance, rule, judgment, order, decree, bye-law, approval of any governmental authority, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law in the State of Maharashtra, of any of the foregoing by any governmental authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time hereafter.
- 2.1.7 **“Approvals”** shall mean all approvals, permissions, authorizations, consents, licenses, exemptions, commencement certificates, occupation certificates, completion certificates, notifications, sanctions of layout plans (and any amendments / modifications / clarifications thereto), sanctions of Building Plans (and any amendments / modifications / clarifications thereto), environment clearance, no objection certificate issued by the fire department, no objection certificate issued by the civil aviation authority, as may be applicable and/or required from all the relevant and statutory and government authorities for the commencement, carrying out and completion of development of the Project on the Land.
- 2.1.8 **“Bank Guarantee”** shall have the same meaning as ascribed to it in Clause 8.5.1.
- 2.1.9 **“Brokerage”** shall mean the amount equivalent to 1 (one) months’ Monthly Hardship Allowance.
- 2.1.10 **“Buildings”** shall have the same meaning as ascribed to it in Recital (B).
- 2.1.11 **“Building Plans”** shall mean the tentative plans prepared by the Developer and agreed by the Society and Members for the construction of Project.
- 2.1.12 **“Business Day”** means a day (other than a Saturday and Sunday) on which banks are generally open in both Mumbai for a full range of banking business.
- 2.1.13 **“Carpet Area”** shall mean the carpet area as defined under Section 2 (k) of RERA Act plus balcony area and/or dry-balcony area plus any area which is for the exclusive use of the Members, Society and Tenants in the Project.
- 2.1.14 **“Commercial Common Areas”** shall mean the open and constructed areas (excluding the area forming part of the Permanent Alternate Accommodation, Developer Premises and Residential Common Areas) and include areas to be used by all the Tenants in common.
- 2.1.15 **“Common Areas”** shall mean the Residential Common Areas and the Commercial Common Areas.
- 2.1.16 **“Completion Date”** shall have the same meaning as ascribed to it in Clause 11.3.
- 2.1.17 **“DCPR 2034”** shall have the same meaning as ascribed to it in Recital (G).
- 2.1.18 **“Developer Car Parking Spaces”** shall mean all car-parking spaces / areas in the Project, other than the car-parking spaces / areas to be provided by the Developer

to the Society / Member and Tenants for parking of motor vehicles in the Project and comprised in the Society Component and the guest / visitor parking spaces (as required under Applicable Law). The guest parking is to be used by the guest of the Members as well as the guest of new flat purchasers of Developer Premises.

- 2.1.19 **“Developer Premises”** shall have the same meaning as ascribed to it in Clause 9.1.
- 2.1.20 **“Developer’s Intellectual Property”** shall mean and include all intellectual property, trademarks, trade names, brand names, logos, etc., of the Developer, its holding company, as well as those that is/are chosen by the Developer for use in relation to its business and employed by the Developer in respect of the Project.
- 2.1.21 **“Development Potential”** shall have the same meaning as ascribed to it in Recital (M).
- 2.1.22 **“Encumbrances”** means any encumbrance, including but not limited to, any debenture, mortgage, pledge, charge, hypothecation, assignment of rights, lien, deposit by way of security, conditional sales contract, co-sale agreement, title retention agreement, non-disposal undertaking, voting agreement, power of attorney (by whatever name called in respect of the Property), trust, option, pre-emptive right, beneficial ownership (including usufruct and similar entitlements), exercise of any other attribute of ownership, any arrangement (for the purpose of, or which has the effect of, granting security), any provisional or executory attachment, and any other contract to give or refrain from giving any of the foregoing, whether conditional or otherwise, and **“Encumber”** shall be construed accordingly.
- 2.1.23 **“Existing Carpet Area”** means 1,91,313 square feet carpet area (including exclusive balconies) comprised in the Buildings details whereof are set out in **Annexure 2** and which will be certified by MHADA.
- 2.1.24 **“Force Majeure Condition(s)”** for the purposes of this Agreement shall mean:
- (a) acts of God, wars, or hostilities (whether declared or not), invasions, acts of foreign enemies, rebellions, terrorism, insurrections, military or usurped powers, or civil wars, riots, commotions, disorders, strikes or lockouts, labour unrest affecting as a whole and occurring in Mumbai, munitions of war, explosive materials, radiation or contamination by radioactivity, pandemic, epidemic, any government directed lockdowns / restrictions (which restrict the construction / development activities), and natural catastrophes such as earthquakes, tsunamis, hurricanes, typhoons, volcanic activities or, exceptionally adverse climatic conditions.
 - (b) any claim, dispute or litigation in respect of Society’s title to the Property raised by any person resulting in any injunction / stay / status quo of a court of law or a competent authority or that delays and/or physically obstructs the Developer from completing the development of the Project;
 - (c) any delay in grant of, denial of or variation of any Approval required for development and construction of the Project, by any concerned authority for reasons not attributable to the Developer and the application for the above Approvals was diligently pursued by the Developer;
 - (d) non-availability of steel, cement, other building materials, water or electric supply for a continuous period of 15 (fifteen) days such that it affects the construction industry in Mumbai; and

- (e) any change in policies of the Government of India, the State Government of Maharashtra, local authority, and/or any concerned authorities which affects the Developer from obtaining sanction of plans / Approvals and/or undertaking the construction of the Project as per the terms of this Agreement.
- 2.1.25 “**FSI**” means Floor Space Index.
- 2.1.26 “**GST**” shall mean goods and services tax as defined under the applicable statutes, along with all its amendments from time to time.
- 2.1.27 “**Handover Date**” shall have the same meaning as ascribed to it in Clause 7.1.
- 2.1.28 “**Hardship Allowance**” shall mean the amount payable by the Developer to each of the Members and Tenants in the manner provided in Clause 8.3.1.
- 2.1.29 “**IOD**” shall mean an Intimation of Disapproval with respect to the Project granted by MCGM.
- 2.1.30 “**Land**” shall have the same meaning as ascribed to it in Recital (A).
- 2.1.31 “**Lender**” shall mean any person including a bank, financial institution, money lender, non-banking financial company.
- 2.1.32 “**MahaRERA**” shall mean Maharashtra Real Estate Regulatory Authority set up under Real Estate Regulatory Act, 2016 and the rules made thereunder.
- 2.1.33 “**MCGM**” shall mean Municipal Corporation of Greater Mumbai.
- 2.1.34 “**MHADA**” shall mean the Maharashtra Housing and Area Development Authority and all boards / departments / authorities appointed by Maharashtra Housing and Area Development Authority.
- 2.1.35 “**Members**” shall mean the present registered members of the Society and shall include their respective heirs, executors, administrators and permitted assigns, and as more particularly listed Part I of **Annexure 2**.
- 2.1.36 “**Members’ / Tenants’ Consent Letters**” shall mean the consent letters to be issued by the Members / Tenants confirming to the redevelopment of the Property by the Developer. A template / standard draft of the consent letter is separately provided by the Developer to the Society.
- 2.1.37 “**Members’ / Tenants’ Consent Letters for MHADA**” shall mean the consent letters to be issued by the Members / Tenants to MHADA. A template / standard draft of the consent letter is separately provided by the Developer to the Society.
- 2.1.38 “**MOFA**” shall mean The Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963, along with all its amendments from time to time.
- 2.1.39 “**Monthly Hardship Allowance**” shall have the same meaning as ascribed to it in Clause 8.2.2.
- 2.1.40 “**New Building/s**” means the proposed new building(s) consisting of the Society Component, Developer Premises, Developer Car Parking Spaces, basements, stilts, podium, Amenities and Facilities, Common Areas and other common areas, facilities and infrastructure.
- 2.1.41 “**Non-Consenting Members**” shall mean such Members and include their respective legal heirs, executors or administrators and/or any persons claiming through the Members or deceased Members, who:

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- (a) do not co-operate in the redevelopment of the Property as envisaged herein; and/or
- (b) fail to sign and execute their respective Members' Consent Letters simultaneously with the execution of this Agreement and/or MHADA Consent Letter and/or Vacation Undertaking; and/or
- (c) fail to sign, execute and register their respective PAA Agreements within the timelines stipulated herein, which results into delay in vacating the Property; and/or
- (d) fail to abide by the terms and conditions contained in this Agreement and/or their respective PAA Agreements; and/or
- (e) fail to vacate their respective flats and units in the Buildings in terms of this Agreement.
- (f) For the purpose of this definition, it is clarified that in case any existing premises cannot be handed over for redevelopment of the Property pursuant to this Agreement, on account of any title dispute or by reason of any litigation shall also be considered as "**Non-Consenting Members**".

2.1.42 "**Non-Consenting Tenants**" shall mean such Tenants and include their respective legal heirs, executors or administrators and/or any persons claiming through the Tenants or deceased Tenants, who:

- (a) do not co-operate in the redevelopment of the Property as envisaged herein; and/or
- (b) fail to sign and execute their respective Tenants' Consent Letters simultaneously with the execution of this Agreement and/or MHADA Consent Letter; and/or
- (c) fail to sign, execute and register their respective PAA Agreements within the timelines stipulated herein, which results into delay in vacating the Property; and/or
- (d) fail to abide by the terms and conditions contained in this Agreement and/or their respective PAA Agreements; and/or
- (e) fail to vacate their respective shops and units in the Buildings in terms of this Agreement.
- (f) For the purpose of this definition, it is clarified that in case any existing Shops cannot be handed over for redevelopment of the Property pursuant to this Agreement, on account of any title dispute or by reason of any litigation shall also be considered as "**Non-Consenting Tenants**".

2.1.43 "**Possession Date**" shall have the same meaning as ascribed to it in Clause 20.1.

2.1.44 "**Possession Notice**" shall have the same meaning as ascribed to it in Clause 20.1.

2.1.45 "**Project**" shall have the same meaning as ascribed to it in Recital (K) and for clarity shall include the New Buildings to be constructed by the Developer in the course of redevelopment of the Property, which shall comprise the Society Component, Amenities and Facilities, Common Areas, the Developer Premises and the Developer Car Parking Spaces.

2.1.46 "**RERA**" shall mean The Real Estate (Regulation and Development) Act, 2016, along with all its amendments from time to time and the rules and regulations made thereunder, circulars and notifications issued thereunder, as applicable to the State of Maharashtra.

- 2.1.47 **“Residential Common Areas”** shall mean the open and constructed areas (excluding the area forming part of the Permanent Alternate Accommodation and Developer Premises and Commercial Common Areas) and include staircases, open spaces in common areas, society office, refuge area, terrace, lifts, common lobby, areas to be used by all the occupants of the New Buildings (save and except the Tenants) in common.
- 2.1.48 **“Shifting Charges”** shall have the same meaning as ascribed to it in Clause 8.2.5.
- 2.1.49 **“Societies Act”** shall mean Maharashtra Co-operative Societies Act, 1960.
- 2.1.50 **“Society Component”** shall have the same meaning as ascribed to it in the Recital (O).
- 2.1.51 **“Society Rules”** shall mean Maharashtra Co-operative Societies Rules, 1961.
- 2.1.52 **“Tenants”** shall mean the tenants entitled to tenancy rights in the Shops and as more particularly mentioned in **Part II of Annexure 2** annexed hereto.
- 2.1.53 **“Vacation Undertaking”** shall mean the undertakings to be issued by the Members / Tenants for vacating the Existing Premises. A template / standard draft of the undertaking will be agreed between the counsel of the Society and counsel of the Developer.

2.2 Interpretation

In this Agreement, unless otherwise specified:

- 2.2.1 references to a “person” or “Person” shall be construed to include any individual, firm, company, corporation, state or agency of a state or any joint venture, association, organisation, trust, partnership, works council, employee representative body or other entity (whether or not having separate legal personality);
- 2.2.2 reference to an enactment is a reference to it as from time to time amended, consolidated or re-enacted (with or without modification) and includes all official and binding instruments or orders made under such enactment;
- 2.2.3 references in this Agreement to the term “including” shall be construed as meaning “including without limitation”;
- 2.2.4 the singular shall include the plural and vice versa;
- 2.2.5 all approvals and/or consents to be granted by the Parties or any other Person (including, for the avoidance of doubt, any statutory or regulatory authority) under this Agreement shall be deemed to mean approvals and/or consents in writing;
- 2.2.6 words “directly or indirectly” mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” have the correlative meanings;
- 2.2.7 any reference to “writing” shall include printing, typing, lithography, transmissions by facsimile and other means of reproducing words in visible form or electronic emails, but excluding text messaging *via* mobile / smart phones;
- 2.2.8 no provisions shall be interpreted in favour of or against any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof; and

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(Society)

Treasurer

(Developer)

2.2.9 if there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the Schedules of the Agreement or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.

3 GRANT OF DEVELOPMENT RIGHTS

- 3.1 The Society hereby grants in favour of the Developer and the Developer hereby accepts from the Society, full, complete, exclusive, irrevocable (subject to term of this Agreement) and absolute right to redevelop the Property hereunder written free from all Encumbrances, Litigations, claims, demands or doubts, by demolishing the Buildings and any other structures on the Land and constructing the Project on the Land, comprising of flats, floor area, units, apartments, car parks and garages, Common Areas and Amenities and Facilities along with an irrevocable license (subject to the terms of this Agreement) to enter upon the Property from the date hereof and the possession of the Property from the Handover Date, for the purpose of carrying out and completing the redevelopment of the Property.
- 3.2 The Developer is entitled to consume the entire Development Potential of FSI 5.4 (comprised of FSI of 4 and fungible FSI) on the Land subject to prevalent DCPR 2034. In the event any TDR benefit / FSI benefit emanates on account of handover of any portion of Land towards road set back or maintaining buffer zones on the Land or on account of any other reservation affecting the Land, then the Developer shall be entitled to utilize such TDR benefit and/or FSI benefit on the Land for the purpose of construction of the Project.
- 3.3 In the event provisions of DCPR 2034 permit consumption of 3,98,000 square feet Carpet Area (as per RERA) for the Developers Premises, then notwithstanding anything contained in this Agreement, the Developer shall be entitled to utilise and consume 3,98,000 square feet Carpet Area (as per RERA) towards the Developer Premises provided that the same shall not reduce and/or compromise the area of the Society Component.
- 3.4 Simultaneously with the execution of this Agreement, the Society has also executed and registered a separate Power of Attorney (“**POA**”) in favour of the Developer for redevelopment of the Property, so as to enable the Developer to perform all its obligations and utilise all its entitlements / benefits / rights as stated under this Agreement and as provided for under the POA.

4 CONSIDERATION

In consideration of the Society having granted development rights as aforesaid in favour of the Developer, the Developer shall:

- 4.1 Construct the Project and provide the Society Component to the Society for the benefit of the Members, Society and Tenants. It is clarified that subject to certification by MHADA, the Carpet Area of the Society Component shall not reduce below what is provided in the Area Statement annexed and marked as **Annexure 5**.
- 4.2 Construct and provide 8 (eight) covered surface car parking spaces (not in stack) to the Society and 4 (four) covered surface car parking spaces to the Members (not in stack) free of cost against and in lieu of the Garages as set out in **Annexure 5A**.
- 4.3 Provide to the Members and Tenants, Monthly Hardship Allowance, Brokerage, Shifting Charges and other amounts in the manner set out in Clause 0 of this Agreement.
- 4.4 Provide to the Members and Tenants, Hardship Allowance, as per Clause 8.3 of this Agreement.
- 4.5 Furnish the Bank Guarantee to the Society.
- 4.6 Provide the Secured Premises to the Society in the manner set out in Clause 0 of this Agreement.

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(Society)

Treasurer

(Developer)

4.7 The Developer has paid an amount of INR 5,00,00,000 (Indian Rupees Five Crore) as and by way of earnest money deposit ("**EMD**") to the Society. The aforesaid EMD shall be refunded by the Society to the Developer in the manner provided in Clause 20.4, after the Developer handing over the possession of the Society Component to the Society after obtaining the full occupation certificate in respect of the Project.

5 SCHEME OF DEVELOPMENT

5.1 On the execution of this Agreement, the Society has permitted and granted unto the Developer an irrevocable license (subject to the terms of this Agreement) to enter upon the Land for the purposes of carrying out activities required for obtaining initial sanctions from MCGM / MHADA / any other authorities and for undertaking works such as soil testing, putting up board displaying the name of the Developer, its holding company etc., on the Land and carrying out pre-development activities thereon. On and from the Handover Date, the Society shall handover quiet, vacant, peaceful and physical possession of the Property to the Developer. It is clarified that the Society shall continue to remain the owner of the Property and this Agreement is exclusively for grant of redevelopment rights in respect of the Property in favour of the Developer and does not amount to transfer of ownership rights and/or any other rights of the Society in respect of the Property.

5.2 The Society shall cause the Members and the Tenants to execute and furnish to the Developer the Members' / Tenants' Consent Letters simultaneously with the execution of this Agreement. In the event any Member and/or Tenant fails to execute and furnish to the Developer the Members' / Tenants' Consent Letter, then such Member and/or Tenant will be treated as a Non-Consenting Member / Non-Consenting Tenant and the consequences as mentioned in Clause 7.7 and Clause 7.8 below will follow. The Developer shall provide necessary co-operation and assistance to the Society in this regard.

5.3 The Society shall cause the Members and the Tenants to execute and furnish to the Developer the Members' / Tenants' Consent Letters for MHADA (as may be prescribed by MHADA) within a period of 60 (sixty) days from the date of this Agreement.

5.4 The Society shall cause the Members and the Tenants to execute and furnish the Vacation Undertaking in the manner as set out in Clause 7.2 of this Agreement.

5.5 The Society by itself and including all its Members and the Tenants shall handover quiet, vacant, peaceful physical possession of the Property to the Developer, in terms of this Agreement, on the Handover Date, so as to enable the Developer to enter upon the Property for undertaking construction and development work of the Project.

5.6 The Developer has prepared the proposed Building Plans for redevelopment of the Property, copies of which have been provided by the Developer to the Society prior to the execution of this Agreement and annexed to this Agreement and marked as **Annexure 8**. The Society has approved the proposed Building Plans in the meeting held between the members of the Managing Committee on 9th March, 2025_. The Developer shall be entitled to modify / amend / alter the proposed Building Plans, provided that such modifications / amendments / alterations, shall not change the location, configuration and orientation and/or reduce the Carpet Area of the Society Component. It is clarified that while the Developer shall be entitled to change the location and increase the scope of the Amenities and Facilities as set out in **Annexure 7** and the Common Areas, the Developer shall not reduce the scope of such Amenities and Facilities and Common Areas. In the event the Developer is required to modify / amend / alter the proposed Buildings Plans, then the Developer shall furnish a copy of such modified / amended / altered Building Plans to the Society. It is agreed between the Parties that if modification / amendment / alteration in the Building Plans leads to change in location, configuration and orientation of the Society Component and/or reduction in Carpet Area of the Society Component and/or reduction in the Amenities and Facilities and Common Areas, then the Developer shall submit such Building Plans to the Society for its approval and in the event of the Society having any objections or suggestions in relation to such plans, then the Society shall, within a period of 30 (thirty) days from the date of receipt of such amended

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building plans, communicate to the Developer the said objections and suggestions. In the event if such suggestions or objections are received by the Developer within such stipulated period of 30 (thirty) days then the Developer shall, after considering the same, make alterations and amendments to the plans and application as suggested by the Society and submit the same to the concerned authorities. However, in the event the Society fails to intimate its objections and suggestions within the aforesaid period of 30 (thirty) days, it will be deemed that the Society does not have any objections and suggestions in respect of such modified / amended / altered Building Plans and the Developer shall be entitled to submit the same without the consent of the Society. It is further, agreed that subject to what is stated above, in all other cases, the Developer shall be entitled to modify / amend / alter the proposed Buildings Plans without the consent of the Society.

- 5.7 The Parties hereto acknowledge that the computation of the Carpet Area of the Society Component provided herein is based on the details of the Existing Carpet Area provided under these presents. The Existing Carpet Area will be certified by MHADA after the date of this Agreement and as such, the Carpet Area of the Society Component may vary based on such certification. The Society acknowledges and agrees that the Existing Carpet Area as certified by MHADA shall be final and binding on the Society, the Members, the Tenants and the Developer. In the event there is any increase in the Carpet Area to be provided to the Members and/or Tenants and/or Society as set out in the Area Statement after the Existing Carpet Area is certified by MHADA such that there is a variation of more than 5% in the Carpet Area set out in the Area Statement, then the relevant Member / Tenant / Society shall be liable to pay an amount as has been agreed between the Parties in writing per square foot of the increased Carpet Area over and above 5% as agreed above. It is clarified that the Member / Tenant / Society shall not be required to pay any amount to the Developer in case of variation up to 5% of the Carpet Area set out in the Area Statement. The Parties agree that the aforesaid amounts shall be adjusted from and out of the Hardship Allowance payable by the Developer in accordance with this Agreement. The Carpet Area of the Members Premises shall not reduce / decrease beyond 1% of the Carpet Area. If there is any reduction in the Carpet Area beyond 1% of the Carpet Area to be provided to the Members and/or Tenants and/or Society as set out in the Area Statement after the Existing Carpet Area is certified by MHADA, then the Developer shall be liable to pay such amount per square foot of the decrease / reduction in Carpet Area to the relevant Member / Tenant / Society as will be agreed in writing.
- 5.8 The Project shall be branded and marketed under the brand 'Raymond' as "**The Address by GS**" and shall be undertaken and executed by the Developer entirely at its cost as provided herein. The Developer shall decide the name of the Project at its sole discretion. It is clarified that the name of the Society shall remain unchanged.
- 5.9 The Developer shall redevelop the Property in accordance with the provisions of DCPR 2034 such as Regulation 33(9) of DCPR 2034.
- 5.10 As per regulation no 33(9) of DCPR 2034, it is responsibility of the Developer to construct certain tenements and handover the same to MHADA. The Developer will construct a separate wing / building for this purpose on portion of the Land shown in **YELLOW** wash on the plan annexed and marked as **Annexure 8** and will be entitled to handover the tenements constructed thereon to MHADA and shall be entitled to sell and/or otherwise dispose of the balance tenements in the open market. The Society shall transfer the land underneath such tenements, to MHADA / society of the occupants of MHADA, if required under Applicable Law.
- 5.11 Subject to the terms of this Agreement, the Developer shall be entitled to exploit and utilize the entire Development Potential as the Developer shall deem fit and proper.
- 5.12 All decisions in respect of the development and construction of the Project, including its planning, implementation and execution, shall be taken by the Developer alone. Any modifications required to the Building Plans or the sanctioned plans of the Project including on account of an increment in the present FSI, by utilising any fungible FSI, or TDR shall be decided by the Developer, provided that if such modifications affect the

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(Society)

Treasurer

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Society Component, then such modifications shall be undertaken after consultation and approval of the Society. Subject to what is stated in Clause 10, the Developer shall only be entitled to exploit, utilize and consume Development Potential of 5.4 FSI (including fungible FSI / area and/or TDR) on the Land.

5.13 The Developer shall, at its costs, obtain the Approval and sanction of Building Plans and specifications in respect of the Project, from MCGM, MHADA and other concerned authorities and shall, at its own costs and expenses:

5.13.1 Comply with such conditions as may be imposed by any authority for sanction of construction and redevelopment of the Property.

5.13.2 Carry on and complete the work of redevelopment of the Property in accordance with the plans and specifications as may be duly approved and sanctioned by MCGM. The Developer shall, in the course of construction of the Project, duly perform, observe and comply with all the terms and conditions which may be imposed upon the Developer by MHADA, MCGM and other concerned authorities while granting the Approvals and sanctioning the Building Plans.

5.14 The Developer Car Parking Spaces shall belong to and be the absolute property of the Developer. The Developer Car Parking Spaces shall be allotted to purchasers of the Developers Premises and/or used by the guests, visitors, licensees, lessees of the Developer for the Developers Premises.

6 INITIAL APPROVALS

6.1 It is agreed by and between the Parties that, the Developer shall, at its own costs and expenses, obtain Conversion Order (*defined below*) in respect of the said Portion, all required concession in respect of the IOD and IOD in respect of the entire Project and by loading FSI 4 i.e., admeasuring 58,401.8 square meters out of FSI 5.4 (“**the Initial Approvals**”) within a period of 15 (fifteen) months from the date hereof.

6.2 In the event the Developer fails to obtain the Initial Approvals within a period of 15 (fifteen) months from the date hereof, and the Developer is able to demonstrate to the Society that the Developer has taken adequate steps to obtain the Initial Approvals by way of submitting requisite applications to the concerned authorities, then the Society shall extend the period of 15 (fifteen) months referred to in Clause 6.1, by a further period of 6 (six) months. In the event the Developer fails to obtain the Initial Approvals within such extended period of 6 (six) months (“**Trigger Date**”), then without prejudice to other rights of the Society under this Agreement and under the Applicable Law, the Society shall be entitled to cancel and terminate this Agreement and POA by issuing a written notice to the Developer.

6.3 In the event the Society elects to exercise its right to terminate this Agreement and the POA in accordance with Clause 0 above, then the Society, the Members shall be under an obligation to (i) refund all instalment of Hardship Compensation paid by the Developer to the Society, Members and the Tenants under this Agreement including the EMD without any deductions; and (ii) the amounts paid and/or incurred by the Developer for obtaining the Conversion Order. It is clarified that the Society and the Members shall return all amounts due and payable to the Developer, only after the Society has appointed a new developer to undertake the redevelopment of the Property and only after having received such amounts from such new developer. The Developer shall render all necessary co-operation in this regard. It is further clarified that new developer shall not have any development rights in the Property unless the Developer is paid the aforementioned amounts in full. It is agreed that in the event of cancellation and termination of this Agreement the Developer shall be entitled to claim refund of (i) stamp duty and registration charges; and (ii) amounts paid towards obtaining any Approvals from the concerned authority without any reference and/or recourse to the Society. It is also agreed that in the event of such refund of amounts are received by the Society from the concerned authority then the Society shall return the same to the Developer.

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7 PAA AGREEMENT AND HANDOVER

- 7.1 The Developer shall provide to the Society copies of plans submitted by it to the relevant governmental authorities for the purpose of obtaining the IOD. Within a period of 30 (thirty) days from the receipt of the aforesaid plans, the Society shall provide the Allocation Chart to the Developer.
- 7.2 Within a period of 7 (seven) days from the receipt of the Initial Approvals, the Developer shall send a written letter to the Society calling upon it to obtain Vacation Undertaking from all its Members and Tenants ("**Vacation Undertaking Notice**") within a period of 15 (fifteen) days from the date of the Vacation Undertaking Notice ("**Vacation Undertaking Submission Date**"). The Society shall furnish all Vacation Undertakings to the Developer within a period of 5 (five) days from the Vacation Undertaking Submission Date.
- 7.3 Within 7 (seven) days from the receipt of the Initial Approvals, the Developer shall send a written letter to the Society ("**Registration Notice**") calling upon the Society to cause its Members and Tenants to execute and register the individual permanent alternate accommodation agreement ("**PAA Agreement**") with the Developer in respect of the Permanent Alternate Accommodation to be provided by the Developer to the Members and Tenants in the New Building/s, within a period of 30 (thirty) days from the date of receipt of the Registration Notice ("**Scheduled Registration Date**"). Upon receipt of the Registration Notice, the Society shall cause each of the Members and Tenants to enter into and register the separate PAA Agreement with the Developer on or before expiry of Scheduled Registration Date. The Society agrees to join the execution of the PAA Agreement as the confirming party. A template of the aforesaid PAA Agreement is separately provided by the Developer to the Society. The aforesaid template has been mutually agreed between the Society, the Members and the Developer and the Society has approved the aforesaid draft of the PAA Agreement in the special general meeting of the Society. The aforesaid template of the PAA Agreement agreed between the Society, the Members and the Developer is annexed hereto and marked as **Annexure 8A**.
- 7.4 The date on which the last of the Members / Tenants and the Society have executed and registered the PAA Agreement is hereinafter referred to as "**Registration Date**".
- 7.5 It is further clarified that PAA Agreement, to be executed in pursuance of this Re-Development Agreement, shall not amount to an independent transaction and the same shall thus be a document incidental to this Re-Development Agreement, which is the principal document within the meaning of Section 4 of the Maharashtra Stamp Act, 1958; and accordingly, the Developer shall be liable to pay stamp duty of INR 100 (Indian Rupees One Hundred) on the PAA Agreements under the provisions of Section 4 of the Maharashtra Stamp Act, 1958, as a document incidental to this Re-Development Agreement.
- 7.6 At any time after the Scheduled Registration Date, the Developer shall, at its discretion, issue a written letter to the Society requiring the Society to handover possession of the Property to the Developer ("**Vacating Notice**"). Upon receipt of Vacating Notice, the Society shall cause its Members and the Tenants to vacate their respective tenements / premises in the Buildings to the Society within a period of 60 (sixty) days from the date of the Vacating Notice. Upon receipt of possession of tenements / premises in the Buildings from the Members and the Tenants, the Society shall hand over quiet, vacant, peaceful and physical possession of the Property to the Developer within a period of 65 (sixty-five) days from the date of the Vacating Notice. The date on which the Society actually delivers quiet, vacant, peaceful and physical possession of the Property to the Developer shall be regarded as the "**Handover Date**". In the event any of the Members have granted their respective existing premises in the Building on lease / license basis to any third party, then the Society shall cause such Members to vacate such tenant / occupant and obtain quiet, vacant, peaceful and physical possession of their respective existing premises from their tenants / occupants and hand over possession of such existing premises to the Society so as to enable the Society to deliver quiet, vacant, peaceful and physical possession of the Property to the Developer on or before the Handover Date. For the avoidance of doubt and notwithstanding anything contrary contained herein, it is clarified that the Handover Date shall not be deemed to have occurred unless all of the Members of the Society have

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vacated their respective tenements in the Building and the Society has handed over quiet, vacant, peaceful and physical possession of the Property to the Developer. It is clarified that in the event any Member qualifies as a Non-Consenting Member and/or any Tenant qualifies as a Non-Consenting Tenant in accordance with the terms of this Agreement, then the Developer shall not be under an obligation to issue the Vacating Notice until the Developer with the assistance and co-operation of the Society has obtained an order from appropriate court of law for vacating such Non-Consenting Member and/or Non-Consenting Tenant. It is agreed and clarified that the possession of the Property to be handed to the Developer on the Handover Date shall not be considered as the possession given for the part performance of the contract on transfer of ownership rights of the Property under section 53A of the Transfer of Property Act, 1882. The ownership rights of the Property including the New Building/s as and when constructed shall always belong to the Society subject to the rights of the Developer granted by the Society in accordance with the terms of this Agreement.

7.7 In case any Member qualifies as a Non-Consenting Member and/or any Tenant qualifies as a Non-Consenting Tenant, then without prejudice to the obligation of the Society to cause vacation of such Non-Consenting Member and/or Non-Consenting Tenant by approaching the courts and relevant authorities promptly:

7.7.1 The Developer shall be entitled to recover liquidated damages from the Non-Consenting Member and/or Non-Consenting Tenant by deducting (i) an amount equivalent to 4 (four) months of Monthly Hardship Allowance per month of delay from the entitlement of such Member and/or the Tenant; and (ii) an amount equivalent to 10% of the Hardship Allowance of such Member and/or the Tenant, for every month of delay from expiry of the aforesaid period of 60 (sixty) days. In the event, if after the adjustment of the liquidated damages payable by a Member and/or the Tenant from the Member's and/or the Tenant's entitlements, there is balance due and payable by the Member and/or Tenant to the Developer towards liquidated damages, then the Developer shall be entitled to withhold handover of possession of the Permanent Alternate Accommodation to such Member and/or Tenant until such Member and/or Tenant clears such dues.

7.8 Non-Consenting Members and Non-Consenting Tenants

7.8.1 In case there are any Non-Consenting Member(s) and/or Non-Consenting Tenant(s), then the Society shall serve a written notice on such Non-consenting Member(s) and/or Non-Consenting Tenant(s), calling upon him / her / them to remedy the default / breach / non-performance pointed out in such notice, within a period of 15 (fifteen) days from receipt of the notice (hereinafter called the "**Notice**"). A copy of the Notice shall also be sent to the Developer.

7.8.2 Upon any of the Non-Consenting Members and/or Non-Consenting Tenants failing to remedy the default / breach / non-performance pointed out in the Notice, within 15 (fifteen) days from the date of the Notice, then the Society and Developer shall, jointly approach appropriate courts of law or tribunal or forum to seek relief for obtaining necessary orders (including obtaining orders for obtaining quiet, vacant peaceful and physical possession of the Existing Flats, units / Shops occupied by the Non-Consenting Members and/or Non-Consenting Tenants) against all such defaulting, non-co-operating and Non-Consenting Members and/or Non-Consenting Tenants. All the costs, expenses and charges for the aforesaid shall be borne and paid by the Developer, for itself and on behalf of the Society, provided however that the Developer and/or the Society shall be entitled to recover all their respective costs, expenses and charges, together with interest thereon at the rate of 36% (thirty-six percent) per annum from the date of incurring the same till the same are recovered, from such Non-Consenting Member(s) and/or Non-Consenting Tenant(s), including from all payments, monies and benefits due to them under this Agreement or otherwise, and until the Developer and the Society, as the case may be, recovers the same, it shall not be required to hand over possession of the new flats that may be allotted /

allocated to such Non-Consenting Members and/or Non-Consenting Tenants and the Developer shall be entitled to withhold handover of possession of the Permanent Alternate Accommodation to such Member and/or Tenant until such Member and/or Tenant clears such dues.

- 7.8.3 In addition to the above, such Non-Consenting Member(s) and/or Non-Consenting Tenant(s) shall also be liable to pay the GST, stamp duty and registration charges and other expenses payable in respect of the PAA Agreement. The Developer shall be entitled to recover such charges and expenses from such Non-Consenting Members and/or Non-Consenting Tenants.
- 7.9 Subject to the Developer observing and performing all its obligations as set out in these presents, the Society agrees that it shall not create or cause any obstruction or hindrance to the redevelopment of the Property.
- 7.10 The Developer shall, upon incurring any costs, expenses and charges towards the Non-consenting Members and/or Non-Consenting Tenants, call upon the Non-Consenting Member(s) and/or Non-Consenting Tenants to pay such costs, expenses and charges supported by necessary documents within a period of 30 (thirty) days from the date of such notice, the copy whereof shall be marked to the Society. In the event the Non-Consenting Members and/or Non-Consenting Tenants fail to pay the aforesaid costs, expenses and charges, then the Developer shall be entitled to recover the aforesaid costs, expenses and charges from all payments, monies and benefits due to them under this Agreement or otherwise, and until the Developer recovers the same, the Developer shall not be required to hand over possession of the new flats that may be allotted / allocated to such Non-Consenting Member(s) and/or Non-Consenting Tenant(s) in the New Building/s.
- 7.11 In case of dispute with respect to the title and/or possession in respect of any Existing Flats and/or the Existing Premises, the person in physical possession of such Existing Flats and/or the Existing Premises shall be bound and liable to hand over the vacant and peaceful possession thereof. In such an event, the Monthly Hardship Allowance, Hardship Allowance, Shifting Charges, Brokerage and all other amounts payable to the Member(s) for such premises will be deposited with the Society and the same will be handed over by the Society in accordance with the orders passed by the court of competent jurisdiction. In such a scenario, it will be deemed and construed that the Developer has complied with its obligations towards the aforesaid Member under this Agreement.
- 7.12 The time for procuring the Initial Approvals and completion of the Project, shall automatically stand extended by such period as may be required by the Society and the Developer, in obtaining order/s from the court of competent jurisdiction for causing such Non-Consenting Members and/or Non-Consenting Tenants to co-operate in the redevelopment of the Property hereby envisaged.
- 7.13 Further, it is agreed and clarified that the time for procuring the Initial Approvals, shall also automatically stand extended by such period as may be taken by the Society to communicate its approval / comment on the revised / alteration in the proposed Building Plans as set out herein.

8 ENTITLEMENT

The Society, Members and Tenants shall be entitled to the following:

8.1 Permanent Alternate Accommodation

- 8.1.1 The Developer shall construct and handover to the Members and the Society free of cost and on ownership basis, the Society Component comprising of 267 (Two Hundred and Sixty-Seven) residential flats (including 1 (one) residential flat to the Society against and in lieu of the Society Occupied Flat) having aggregate Carpet Area of 3,50,375 square feet as more particularly set out in **Annexure 5** annexed hereto.

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(Developer)

- 8.1.2 The Developer shall provide (i) 15 (fifteen) independent and self-contained shops / commercial units to the Tenants (including 3 (three) shops / commercial units to be provided to the Government of India, Department of Post) in lieu of the Shops occupied by the Tenants in the Buildings; and (ii) 2 (two) independent and self-contained shops to the Society against Society Occupied Shops, free of cost and on ownership basis having aggregate Carpet Area of 7,496 square feet as more particularly set out in **Annexure 5** annexed hereto. It is clarified that the Society shall not be entitled to any compensation / benefit (including any FSI / TDR) in respect of the Shops occupied by Tenants.
- 8.1.3 The Developer shall provide (i) 2 (two) covered surface car parking space (not in stack) to each of the Member and 1 (one) covered car parking space to the Society free of cost and ownership basis in respect of the Existing Flats and Society Occupied Flat; (ii) 12 (twelve) covered surface car parking spaces (not in stack) to the Society and the respective Members in lieu of the Garages. Further, the Developer shall provide 1 (one) covered surface car parking space (not in stack) to each of the Tenant and 2 (two) covered surface car parking space (not in stack) to the Society free of cost and ownership basis in respect of the Shops. The distribution / allocation of the car parking spaces among the Members and Society shall be undertaken by the Society without any involvement of the Developer. The Society shall ensure that no Member makes or raises any claim on the Developer in respect of the allocation of the aforesaid car parking spaces.
- 8.1.4 The Developer shall provide visitors' car parking spaces to the Society as per Applicable Laws.
- 8.1.5 The distribution / allocation of the Society Component and car parking spaces among the Members, Society and Tenants shall be undertaken by the Society without any involvement of the Developer. The Society shall ensure that no Member and/or Tenant makes or raises any claim on the Developer in respect of the allocation of the aforesaid entitlement and car parking spaces.
- 8.1.6 It is agreed by the Parties that the clear floor-to-ceiling height of the units comprised in the Society Component shall not be less than 10 feet. In the event the governmental authority permits the Developer to construct all Buildings comprised in the Project with a height of 135 meters or more, then the Developer shall provide Units comprised in Society Component with a clear floor-to-ceiling height of 10.5 feet. It is clarified that the floor-to-ceiling height of the units comprised in the Society Component shall not be less than the floor-to-ceiling height of the units comprised in the Developer Premises.
- 8.1.7 Permanent Alternate Accommodation to be provided to the Members, Society and Tenants in the Project shall have the fitting and fixtures as mentioned in **Annexure 9** hereto. It is specifically agreed between the Parties hereto that the Developer shall not be entitled to change / substitute the aforesaid fitting and fixtures, without prior written consent of the Society. The common Amenities and Facilities to be provided by the Developer in the Project are listed in **Annexure 7** hereto and all such common Amenities and Facilities shall be for the common use, benefit and enjoyment of all purchasers / owners of residential flats in the Project including the Members only. It is further agreed that the occupants of the shops / commercial units shall not be entitled to use the Residential Common Areas. It is clarified that the fitting and fixtures to be provided to the Members, Society and Tenants shall be same as to be provided by the Developer in the Developer's Premises. However, in the event any purchaser of the Developer's Premises requests the Developer to install any fitting and fixtures other than as provided in the Society Component, for consideration, then the Developer shall be entitled to provide such fitting and fixtures without any reference or recourse to the Society.

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(Developer)

8.2 Monthly Hardship Allowance, Brokerage, Shifting Charges etc.

- 8.2.1 The Society shall cause all of the Members and Tenants to vacate their respective Existing Flats situated in the Buildings, the Shops, the Garages, the Existing Premises and the Property and hand over quiet, vacant, peaceful and physical possession of the same to the Society for handing over the same onward to the Developer, so as to enable the Developer to commence the development of the Property in the manner envisaged in this Agreement.
- 8.2.2 On and from the Handover Date till the Possession Date, the Developer shall pay the Members and Tenants an amount of INR 176 (Indian Rupees One Hundred and Seventy-Six) per square feet of the Existing Carpet Area per Member and Tenant ("**Monthly Hardship Allowance**"), to enable the Members and Tenants to secure temporary alternate accommodation during the period from the Handover Date till the Possession Date. The Monthly Hardship Allowance shall be subject to an escalation after every 12 (twelve) months from the Handover Date, in the manner as more particularly mentioned in **Annexure 10** hereto.
- 8.2.3 The Developer shall transfer money in advance through RTGS and/or NEFT or any other mode towards Monthly Hardship Allowance to the relevant Members and Tenants on 3rd day of each month from the Handover Date till the Possession Date. The Developer shall, as and by way of security, deposit with the Society undated cheques for an amount equivalent to 12 (twelve) months' Monthly Hardship Allowance payable by the Developer to each of the Members and Tenants. In the event there is any default on part of the Developer in transferring the Monthly Hardship Allowance to the Members in accordance with this Agreement, then the Members shall be entitled to encash such undated cheques only to the extent of the Monthly Hardship Allowance due and payable by the Developer. The Society shall be responsible for the purpose of handing over the cheques to the relevant Members without any reference or recourse to the Developer. The obligation of the Developer to pay the Monthly Hardship Allowance shall be a continuing obligation until the Possession Date. In the event, the Developer fails to pay to the Members, the Monthly Hardship Allowance as envisaged herein, the Developer shall be liable to pay interest at the rate of 18% per annum from the date of default till the date of actual payment and realisation thereof. It is clarified that the Developer shall not stop the payment of the Monthly Hardship Allowance to the Members and Tenants until the Possession Date.
- 8.2.4 In addition to the Monthly Hardship Allowance, the Developer shall also pay to the Members and the Tenants on the Handover Date, a one-time Brokerage i.e., an amount equivalent to 1 (one) month's Monthly Hardship Allowance per Member and Tenant (payable by the Developer during the first 12 (twelve) months from the Handover Date), towards reimbursement of brokerage charges incurred by the respective Members and Tenants for availing the temporary alternate accommodation.
- 8.2.5 The Developer shall pay to each Member and Tenant of the Society an amount of INR 1,50,000 (Rupees One Lakh and Fifty Thousand) as shifting allowance ("**Shifting Charges**") in the following manner:
- (a) An amount of INR 75,000 (Indian Rupees Seventy-Five Thousand) shall be paid by the Developer to the Member and the Tenant on the Handover Date.
 - (b) An amount of INR 75,000 (Indian Rupees Seventy-Five Thousand) shall be paid by the Developer to the Member and the Tenant on execution of the no-objection certificate / letters as prescribed by MHADA for the purpose of obtaining occupation certificate and as mentioned in Clause 20.1 below.

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- 8.2.6 The Developer shall pay a one-time amount of INR 5,000 (Indian Rupees Five Thousand) to each Member and Tenant on the Handover Date towards stamp duty and registration charges to be paid on the leave and license agreement to be executed by the Members and Tenants in respect of their temporary accommodation. This amount shall be paid by the Developer simultaneously with the Members and Tenants executing the PAA Agreement.
- 8.2.7 The Members and the Tenants shall make their own arrangement in finding the temporary alternate accommodation.
- 8.2.8 For avoidance of doubt, the amounts payable by the Developer to the Members, Society and Tenants are set out in **Annexure 10**.
- 8.2.9 The GST (if applicable) in respect of the Society Component shall be borne and paid by the Developer. Further, stamp duty and registration charges for the execution and registration of the PAA Agreement in respect of the Society Component shall be borne and paid by the Developer.
- 8.2.10 Any income taxes, including tax deducted at source (if applicable), payable as per the provisions of the Income Tax Act, 1961 in respect of any amounts payable / paid by the Developer under this Agreement to the Society and/or the Members and/or the Tenants shall be borne by the Society / respective Members / Tenants.

8.3 Hardship Allowance

- 8.3.1 The Developer shall pay the Hardship Allowance to the Members and the Tenants in the following manner and as detailed in **Annexure 10**:
- (a) 20% (twenty percent) of the Hardship Allowance simultaneously with the Members / Tenants providing the Members' / Tenants' Consent Letters; and
- (b) 80% (eighty percent) of the Hardship Allowance on the Handover Date.
- 8.3.2 The Society has informed to the Developer that 3 (three) Members occupy Existing Flats with appurtenant terraces. The Developer shall pay an additional one-time amount of INR 15,000 (Indian Rupees Fifteen Thousand) per square feet of the Existing Carpet Area of such terraces ("**Additional Hardship Allowance**") to the aforesaid Members on the Handover Date. The details of the aforesaid 3 (three) Members and the amount of Additional Hardship Allowance are set out in **Annexure 10** annexed hereto. It is clarified that apart from the Additional Hardship Allowance, the Developer shall not be liable to pay any additional compensation in any manner whatsoever to the aforesaid 3 (three) Members.
- 8.3.3 The Society is aware that in the event any sums of money are payable by a Member and/or Tenant buying additional area from the Developer in accordance with the terms of this Agreement and/or Non-consenting Member and/or the Non-consenting Tenant to the Developer as per the terms of this Agreement, then the Developer shall be at liberty to adjust all such sums against the payment of the Hardship Allowance and/or the Additional Hardship Allowance or any other amounts payable by the Developer to the Members and the Tenants under this Agreement. The Society is also aware that in the event any amount payable by any Member and/or Tenant buying additional area from the Developer in accordance with the terms of this Agreement and/or Non-consenting Member and/or the Non-consenting Tenant to the Developer is more than the amount of Hardship Allowance and/or Additional Hardship Allowance coming to the share of such Member and/or the Tenant, then such amount shall be paid by the concerned Member and/or the Tenant to the Developer on or before the Possession Date failing which the Developer shall be entitled to withhold handover of possession of the Permanent Alternate Accommodation to the such Member and/or the Tenant.

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8.3.4 Agreed Hardship Allowance

- (a) Upon receipt of the IOD and after the Handover Date, the architect appointed by the Developer in respect of the Project shall compute the total FSI as per entitlement for Members, the FSI consumed for constructing the new premises of the Members as per final approved plans (in the manner as set out in Recital O above) and shall provide a certificate for Balance Development Potential calculated in the manner below and the example given in the **Annexure 14**. This certificate shall be confirmed by PMC and joint finding of PMC and architect on Balance Development Potential for the Project shall be final and binding on the Parties hereto.
- (b) In the event, basis the aforesaid certificate provided by the architect and confirmed by PMC, the FSI consumed for constructing the new premises of the Members as per final approved plans is less than the FSI as per entitlement for the Members, then the Society shall provide to the Developer the list of the concerned Members to whom the Developer has to pay such amount per square foot Carpet Area corresponding to such Balance Development Potential as will be mutually agreed in writing within a period of 30 (thirty) days from the Handover Date as and by way of additional hardship allowance.
- (c) For the purpose of this Clause, "**Balance Development Potential**" shall mean the FSI as per entitlement for Members less FSI consumed for construction of the new premises of the Members as per final approved plans less FSI consumed for prayer hall less FSI entitlement due to area difference of premises of the Members in the same stack of individual buildings less FSI area utilized from the FSI entitlement of the Developer for constructing such additional area for the Members (which however shall not include the FSI utilized towards Members' Purchase Area).

The Carpet Area corresponding to the Balance Development Potential shall be computed in the following manner:

Carpet Area corresponding to the Balance Development Potential = 0.9 X the Balance Development Potential.

8.4 **Additional Units and Car Parking Spaces**

- 8.4.1 Few of the Members as set out in the **Annexure 11** have agreed to purchase from the Developer additional units (as set out in the **Annexure 11**) ("**Members' Purchase Area**") for the consideration as set out in the **Annexure 11** ("**Members' Purchase Area Consideration**") and the Developer has agreed to allot to such Members the Members' Purchase Area, in the manner and on the terms and conditions as agreed between the Developer and such Members. The stamp duty and all the direct / indirect taxes (including GST), charges, levies, etc., payable on the Members' Purchase Area shall be borne and paid by such Members purchasing the Existing Members' Purchase Area.
- 8.4.2 The respective Members' Purchase Area Consideration shall be paid by the respective Members to the Developer as per the schedule set out in the **Annexure 12**. Notwithstanding anything contained herein, it is agreed that if any of the Members fail to pay the Members' Purchase Area Consideration payable by him / her as per the schedule set out in the **Annexure 12**, then such Member shall be liable to pay interest to the Developer at the rate as per specified under RERA from the date the same is due till the actual payment thereof ("**Interest**") and the Developer shall be entitled to take recourse against such Member under Applicable Law. Without prejudice to other rights and remedies available to the Developer under Applicable Law, the Developer shall be entitled to deduct the amounts due (including the Interest) from the Member to the Developer from the

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Monthly Hardship Allowance, Hardship Allowance and/or the Additional Hardship Allowance and other amounts, if any, payable by the Developer to such Member under this Agreement. The Developer shall not handover possession of the new premises to such defaulting Members till all the amounts due under this Clause (including the Interest) are paid by the Members to the Developer. The Developer shall have a charge to the extent of unpaid amount on the new premises of such Members till such Member has paid the entire Members' Purchase Area Consideration to the Developer, as per the terms of this Agreement.

- 8.4.3 Few of the Members as set out in **Annexure 13** have sold, transferred and conveyed their Existing Flats to the Developer. It is clarified that the Developer shall not be required to pay any compensation (including any area) to the Society and/or the Members and/or the Tenants in lieu of such Existing Flats. The Developer and/or the Developer's nominee(s) shall not be considered as existing member of the Society. The Developer and/or the Developer's nominee(s) shall be admitted as the member of the Society after the Possession Date and after following due process of law.
- 8.4.4 After execution of this Agreement, the Members shall be entitled to purchase additional flat / flats / premises in the Project at such rate as shall be decided by the Developer at its sole discretion and not at the concessional rate that was offered by the Developer to the Members prior to the execution of this Agreement. The Member shall be required to pay the consideration in respect of the aforesaid additional flat / flats / premises basis the payment schedule to be provided by the Developer.
- 8.4.5 The Society and the Members acknowledge that additional flat / flats / premises in the Project can be purchased only basis the designs prepared by the Developer and the Developer shall not be liable to undertake any amendments to the plans.
- 8.4.6 It is clarified that the Members shall be solely liable to bear and pay the GST, stamp duty, registration charges and all other charges in respect of any additional area and/or car parking spaces to be purchased by them and the Developer shall not be liable for the same.

8.5 **Bank Guarantee**

- 8.5.1 To secure the performance of its obligations hereunder, the Developer shall furnish a bank guarantee in favour of the Society (for the benefit of its Members) for an amount of INR 50,00,00,000 (Indian Rupees Fifty Crore) on the Handover Date ("**Bank Guarantee**").
- 8.5.2 The Bank Guarantee shall be proportionately released in the following manner:
- (a) 15% of the Bank Guarantee shall be released upon completion of plinth work of the New Buildings.
 - (b) 15% of the Bank Guarantee shall be released upon completion of 50% RCC slabs of the New Buildings.
 - (c) 20% of the Bank Guarantee shall be released upon completion of 100% RCC slabs of the New Buildings.
 - (d) 25% of the Bank Guarantee shall be released upon completion of brick masonry and plaster work of the New Buildings.
 - (e) 25% of the Bank Guarantee shall be released upon receipt of full occupation certificate by the Developer in respect of the Project.

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8.6 Secured Premises

8.6.1 In order to secure performance of the Developer's obligations under this Agreement and in addition to the Bank Guarantee, the Developer has agreed that:

- (a) The Developer shall mark lien of the Society on residential flats in the aggregate admeasuring 30,000 (thirty thousand) square feet Carpet Area (as per RERA) out of the Developer Premises and proportionate car parking spaces (hereinafter referred to as "**the Secured Premises**") and keep the same unsold till the same are released in the manner set out hereinafter.
- (b) The Secured Premises shall stand released and shall become available to the Developer for creation of third-party rights (including sale thereof) in the following stages:
 - (i) Secured Premises admeasuring 10,000 square feet Carpet Area (as per RERA) and proportionate car parking spaces shall stand released upon completion of plinth work of the New Buildings;
 - (ii) Secured Premises admeasuring 10,000 square feet Carpet Area (as per RERA) and proportionate car parking spaces shall stand released upon completion of 25% RCC slabs of the New Buildings;
 - (iii) The Secured Premises admeasuring 5,000 square feet Carpet Area (as per RERA) and proportionate car parking spaces shall stand released upon completion of 100% RCC construction of the New Buildings;
 - (iv) The remaining Secured Premises admeasuring 5,000 square feet Carpet Area (as per RERA) and proportionate car parking spaces shall stand released upon completion of brick masonry and plaster work of the New Buildings.

8.6.2 The Secured Premises shall be earmarked by the Developer on the proposed Building Plans prepared by the Developer and subsequently be finalised and identified as and when the plans with regard to the Developer Premises are approved by the planning authority.

8.6.3 The Society shall be entitled to sell / transfer or otherwise create third party rights in respect of the Secured Premises (to the extent earmarked and not released) only in the event if the Society has exercised the Step-in Rights (as per the provisions of Clause 26 hereof). In such an event, the Society shall utilize consideration received / received by the Society on sale / transfer of the Secured Premises (or any part thereof, as applicable) for the purposes of construction of the premises comprised in the Society Component and the Secured Premises and also towards payment of the Monthly Hardship Allowance (including escalation thereof) and other amounts to the Members and the Tenants. The Developer shall not be entitled to raise objection with regards to utilization of money received by the Society from creating third party rights on the Secured Premises. Pursuant thereto, if surplus amounts (received by the Society on creation of third-party rights in respect of the Secured Premises as aforesaid) remain unutilized, then the same shall be paid by the Society to the Developer.

8.7 FEES OF PMC AND LEGAL COUNSEL

The Developer has borne and paid / shall bear and pay professional fees of PMC appointed by the Society in respect of the redevelopment of the Property up to a maximum amount of INR 3,60,00,000 (Indian Rupees Three Crore and Sixty Lakh) *plus* GST ("**PMC Fees**") in the following manner:

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- 8.7.1 15% (fifteen percent) of the PMC Fees has been paid by the Developer to the PMC upon receipt of the Order dated 3 November 2023 passed by the Deputy Registrar, Co-operative Housing Society.
- 8.7.2 15% (fifteen percent) of the PMC Fees shall be paid by the Developer to the PMC simultaneously with the execution of this Agreement.
- 8.7.3 15% (fifteen percent) of the PMC Fees shall be paid by the Developer to the PMC upon finalization of the Building Plans.
- 8.7.4 15% (fifteen percent) of the PMC Fees shall be paid by the Developer to the PMC upon receipt of IOD.
- 8.7.5 35% (thirty-five percent) of the PMC Fees shall be paid by the Developer to the PMC proportionately basis the slab-wise completion of the New Buildings.
- 8.7.6 5% (five percent) of the PMC Fees shall be paid by the Developer to the PMC after the Possession Date.

In addition to the aforesaid, the Developer shall bear and pay the professional fees of Messrs DSK Legal, the legal counsel appointed by the Society, being an amount of INR 40,00,000/- (Indian Rupees Forty Lakh Only). Save and except as set out above, the Developer will not be required to pay any other amounts to any person appointed by the Society in respect of the redevelopment of the Property.

8.8 Society Occupied Flat and Society Occupied Shops

- 8.8.1 During the period commencing from the date hereof, the Society shall be entitled to sell and/or create third party rights in respect of the Permanent Alternate Accommodation in respect of the Society Occupied Flat and the Society Occupied Shops used, possessed and occupied by the Society as it may deem fit and proper subject to the following:
 - (a) In the event the Society intends to sell the Permanent Alternate Accommodation in respect of the Society Occupied Flat and/or the Society Occupied Shops or in the event the Society receives an offer from a third party to purchase the Permanent Alternate Accommodation in respect of the Society Occupied Flat and/or the Society Occupied Shops, then the Society shall send a written intimation to the Developer about its intention to undertake such sale along with all relevant commercial terms for such sale ("**Offer Notice**").
 - (b) The Developer may, on or before expiry of 30 (thirty) days from the date of the Offer Notice, exercise its right of first refusal to purchase the Permanent Alternate Accommodation in respect of the Society Occupied Flat and/or the Society Occupied Shops ("**Acceptance Notice**").
 - (c) In the event the Developer declines the aforesaid offer or if the Developer does not furnish the Acceptance Notice within the aforesaid period of 30 (thirty) days, then the Society shall be entitled to sell the Permanent Alternate Accommodation in respect of the Society Occupied Flat and/or the Society Occupied Shops in favour of the concerned third party, provided however that such sale shall not be at a price which is lower than the price mentioned in the Offer Notice.
- 8.8.2 All sale proceeds (net of taxes) generated from the sale of the Society Occupied Flat and/or the Society Occupied Shops used possessed and occupied by the Society and/or the Permanent Alternate Accommodation to be provided to the Society by the Developer in respect thereof, shall be distributed by the Society amongst the Members or their assigns in proportion to the carpet area of the Existing Flats of the Members, without any recourse or reference to the

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Developer. The PAA Agreements of the Tenants as well as sale documents executed between the Developer and the purchasers of the Developer's Premises shall have necessary clauses, recording therein that though the Tenants and purchasers of the Developer Premises shall be admitted as the new members of the Society, the Tenants and purchasers of the Developer's Premises shall not claim any share, demand and right in sale proceeds generated from the sale of the Permanent Alternate Accommodation in respect of the Society Occupied Flat and/or the Society Occupied Shops, and that the Members or their assigns as stated in this Agreement alone shall be entitled to the same.

8.8.3 It is clarified that the Society shall at all times be responsible for obtaining all necessary consents from MHADA (if required) at its costs and expenses for undertaking any sale of the Permanent Alternate Accommodation in respect of the Society Occupied Flat and/or the Society Occupied Shops.

8.8.4 Notwithstanding what is stated above, the Society shall not sell or otherwise transfer the Garages to any third party including the Members. However, the Society shall be entitled to allot the covered surface car parking spaces to be provided to the Society by the Developer in lieu of the Garages used, possessed and occupied by the Society, to any Member of the Society for consideration. The Society shall be responsible for obtaining all approvals / consents in this regard. The Society undertakes that the consideration received by it in lieu of such allotment shall be distributed in the manner as set out in Clause 8.8.1 above.

8.8.5 The Society agrees and undertakes that any sale / transfer / allotment as envisaged in this Clause 8.8 shall always be subject to the terms and conditions of this Agreement.

9 DEVELOPER PREMISES

9.1 In consideration of the Developer constructing, at its costs, the Society Component, and agreeing to pay to the Society (for the benefit of the Members and Tenants) the amounts mentioned in Clause 8 of this Agreement, the Developer is hereby granted the absolute and unfettered right to utilize the Development Potential to construct the Project in terms of this Agreement. Save and except the Society Component and the common areas and facilities, the Developer shall be entitled to sell, lease, grant license, mortgage or otherwise deal with and dispose of all the apartments / units / offices / shops in the Project and development potential thereof ("**Developer Premises**"), in the manner as the Developer may deem fit and proper (subject only to provisions of Clause 0 in relation to the Secured Premises), and the Developer is entitled to enter into agreements (for sale or otherwise) with intending purchasers or lessees or licensees and also to appropriate the entire proceeds in respect thereof to its own account without any reference to the Society.

9.2 The Developer shall also be entitled to sell / allot the Developer Car Parking Spaces in and around the Project to such persons who are purchasing / leasing / licensing flats / units in the Project, on such terms and conditions as it deems fit.

10 ADDITIONAL FSI

In case if any Additional FSI over and above the Development Potential under DCPR 2034 accrues on or becomes available for utilisation on the Land prior to receipt of occupation certificate in respect of the Project, then:

10.1 The Developer, with the prior written consent of the Society, shall be entitled to utilize and/or deal with the Additional FSI on the Land in such manner as it deems fit. The Parties shall mutually discuss and enter into a supplemental agreement to record the terms in respect of the Additional FSI.

10.2 However, in the event such Additional FSI becomes available after receipt of full occupation certificate in respect of the Project, then such Additional FSI shall belong to the Society.

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11 TIMELINES

- 11.1 The Developer shall within a period of 15 (fifteen) months from the date hereof, obtain the Initial Approvals in respect of the Project.
- 11.2 It is hereby agreed by and between the Parties that the aforesaid period of 15 (fifteen) months is subject to:
- 11.2.1 Finalization / approval by the Society with respect to the proposed / revised Building Plans.
- 11.2.2 The Society, the Tenants and the Members rendering full co-operation and signing Members' / Tenants' Consent Letters and Members' / Tenants' Consent Letters for MHADA) and other writings as may be required by the Developer to enable it to obtain the Initial Approvals.
- 11.3 The Developer shall construct and obtain full occupation certificate in respect of the Project and handover the same to the Society within a total period of 36 (thirty-six) months from the Handover Date. In the event the Developer is unable to complete the construction of the Society Component within the aforesaid period of 36 (thirty-six) months, then the Developer shall be entitled to a grace period of 12 (twelve) months without reference to the Society and in the event the Developer is unable to complete the construction of the Society Component within the aforesaid grace period of 12 (twelve) months, then the Developer shall be entitled to a final grace period of 12 (months) without reference to the Society (hereinafter referred to as the "**Completion Date**").
- 11.4 If any of the Force Majeure Condition(s) have occurred or if any acts or omissions of the Society / Members / Tenants affect the construction of the Project then, the Developer shall have an automatic extension of time for (i) completing the construction of Project beyond the Completion Date; and (ii) for compliance of its obligations hereunder, equivalent to the period that such Force Majeure Condition(s) or time attributed to the acts or omissions of the Society / Members / Tenants which affect(s) its performance and the time required by the Developer. In this regard, the Developer shall provide a written intimation of occurrence of the Force Majeure Condition(s) to the Society at the earliest and as soon as such Force Majeure Condition(s) occur or arise.

12 POWERS, RIGHTS AND OBLIGATIONS OF THE DEVELOPER

The Developer shall, at its sole discretion and at its own cost and expense, perform and undertake the following exclusive powers, rights and obligations in relation to the Project, as more particularly stated in this Agreement:

12.1 Design and Approval

- 12.1.1 To obtain the Initial Approvals within the timelines set out in this Agreement.
- 12.1.2 To do comprehensive planning in respect of the entire Project, including deciding upon the various permissible users, and the buildings and structures to be constructed on the Property, and making provision of required amenities, facilities, services and utilities with respect thereto, in conformity with the DCPR 2034 and Applicable Law.
- 12.1.3 To prepare layout and Building Plans, and detailed structural and architectural designs, drawings, elevations and specifications, in respect of the development, and getting the same approved and sanctioned from MHADA, MCGM and other concerned authorities, and to amend and modify the same as may be required, from time to time.
- 12.1.4 To plan, conceptualise and prepare the design of the Project including the Amenities and Facilities, the Common Areas, the infrastructure to be constructed

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thereon and the manner in which the Development Potential shall be utilised on the Property and endeavour that the same is in accordance with the Scheme of Development and all matters incidental thereto. The Developer may independently decide the number of wings, floors, podiums, etc.

- 12.1.5 To take all decisions with respect to the design, aesthetics, development, quality, amenities, facilities, lay-out infrastructure, in respect of the Property wherever required, if such decisions affect the Society Component then after consulting the Society in respect of any such decisions. Design, aesthetics, development, quality, amenities, facilities, lay-out infrastructure shall be common and standard for the entire Project.
- 12.1.6 To amend and modify the plans and specifications in respect of the Project (including the Building Plans), from time to time, as it may deem fit and proper, and in case such amendments or modifications affect Society Component, after consultation and approval of the Society.
- 12.1.7 To appoint the architects, engineers, landscape designers and other consultants and professionals for the preparation of designs, plans and lay-outs, for the development of the Property and to change such architects and other consultants and professionals and appoint others in their place.
- 12.1.8 To prepare, sign and submit all plans and any applications as may be necessary for the redevelopment of the Property.

12.2 Construction

- 12.2.1 To identify, select and appoint, dismiss and replace the architects, structural consultants, RCC consultants, electrical consultants, landscape consultant, design consultant, plumbing consultants and other consultants and professionals as may be required or expedient for the Project or any part thereof.
- 12.2.2 To appoint and cause the construction contractor to execute and complete the construction of the Project in a timely manner and in accordance with the provisions of this Agreement.
- 12.2.3 To employ and/or engage, appoint, dismiss and replace, RCC consultants, labour, workmen, contractors, skilled and unskilled personnel (or cause any separate agency to do the same) to carry out the development work on the Property and decide the wages, remuneration and salary of such labour, workmen, contractors and personnel and to comply and/or to cause the compliance of all Applicable Laws in that behalf including taking out the requisite insurance policies on workmen's insurance. The Society will not be responsible or accountable for any action, inaction, commission or omission on part of the Developer in this regard.
- 12.2.4 To co-ordinate / liaise with the construction team and plan and mobilize all the resources for effective implementation of the Project, and to manage the day-to-day affairs of the Project, be in the control and charge thereof, use its technical know-how, experience and expertise to manage and maintain the Project, the common Amenities and Facilities, the Common Areas and infrastructure to be developed thereon till the hand over thereof to the Society.
- 12.2.5 To negotiate and execute, all the construction contracts and vendor management agreements for the supply, equipment materials, systems and processes for the construction and implementation of the Project in accordance with this Agreement.
- 12.2.6 To obtain all necessary permissions and sanctions from MHADA, MCGM and other concerned authorities, for commencement and completion of redevelopment of the Property, to submit or resubmit any application(s), documents, papers and writings as the Developer may deem fit, and to make

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payment of deposits, fees and other amounts in respect thereof, and all costs and expenses related to the commencement and completion of development of the Property including but not limited to the purchase price of TDR, and the premium for additional / fungible FSI.

- 12.2.7 To make payments of all amounts that are payable by the Developer to the Society, Members and Tenants as set out in this Agreement.
- 12.2.8 To negotiate, acquire and purchase the benefit of TDR or consumable area by whatever name called in the form of TDR in whatever form either of the set-back area, garden, development plan road, playground or otherwise from any authority or from the open market.
- 12.2.9 If for any reason the TDR or any fungible / premium FSI benefits (not being inherent FSI arising out of the Land) from and out of the Development Potential cannot be completely utilised or consumed on the Land then the Developer shall be entitled to dispose of, transfer and/or assign the balance or any unutilised TDR or FSI in favour of any person or person and enter into such agreement with such person on the terms and conditions as it may deem fit and proper, without any reference or recourse to the Society till procuring full occupation certificate for the entire Project. Further, the Developer shall also be entitled to appropriate to itself the consideration received for the aforesaid sale without any reference or recourse to the other Party.
- 12.2.10 To purchase and procure the required building materials, fittings, fixtures, sanitary-ware, equipment, etc.
- 12.2.11 To apply for and obtain water, power and gas connections in respect of the Project from the concerned authorities/providers, including temporary connections thereof during the period of the development and construction, if required.
- 12.2.12 To do, execute, perform all such other acts, deeds, matters and things as are incidental to or otherwise related to the aforesaid and generally, to do and execute or cause to be done and executed all such acts, deeds, matters and things as may be necessary for implementing and completing the Project and for undertaking its obligations as contemplated under this Agreement.
- 12.2.13 To handover possession of the Society Component to the Members, Society and Tenants within the time period stipulated in this Agreement.
- 12.2.14 To claim refund of any refundable deposits and/or other amounts hitherto paid and/or which may hereafter be paid by the Developer to MHADA, MCGM, or any other concerned authorities, shall belong to the Developer alone, irrespective of the name(s) under which they have been or shall be paid. If possible and permissible, the Developer shall be entitled to receive a direct refund of the same, and the Society irrevocably authorises the Developer to collect the refund directly in its name. Nevertheless, if the Society receives a refund of any such deposits/amounts, then it shall be bound and liable to forthwith pay the same to the Developer in full, without claiming any lien or making any other claim in respect thereof.
- 12.2.15 The redevelopment work will progress as per the bar chart provided by the Developer to the Society. The Developer shall provide details about completion of all the important milestones to the Society and the PMC and provide a confirmation certificate about the materials used, the test reports from the RCC Consultants / architects / structural engineers to the Society and the PMC.
- 12.2.16 The PMC and the managing committee / authorized committee shall be entitled to inspect the construction site on the Land as and when required after giving prior written notice of 24 (twenty-four) hours to the Developer.

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12.2.17 The parties hereto agree that the PMC, managing committee and the Developer and their representatives shall have a joint meeting at the end of every month to verify the progress / quality of work carried out during the previous months.

12.2.18 The Developer shall be entitled to handover and/or transfer all amenities / reservations and portions of Land which are affected by reservations to relevant government authorities including but not limited to MCGM, MHADA, etc.

12.2.19 In the event any services / utilities, including an electric / power sub-station are required to be provided upon the Land in accordance with any Applicable Law then the necessary sub-lease / license and/or other necessary documents in respect of the portion of the Land upon which the same will be constructed, shall be executed by the Developer in the name and on behalf of the Society, at the cost of the Developer, in favour of the concerned party/ies with necessary consents from MCGM and other governmental authorities as the case may be. Developer shall be liable for maintenance and management of such utilities / services till the same are handed over to Society after obtaining full occupation certificate for the Project. The Developer shall share the draft terms / agreement with the Society 15 (fifteen) days prior to the execution and furnish the copy thereof to the Society after execution.

12.2.20 All provisions of services and utilities such as electricity, telephone and piped gas shall be disconnected from the Existing Flats / Shops / Society and the Developer shall arrange the new connection in the Society Component at its own costs and expenses.

12.2.21 To complete the Project within the timelines agreed in this Agreement.

12.3 **Marketing and Sales**

12.3.1 To market the Project and sell Developer Premises. The Developer shall be in sole charge of project execution and marketing and sales of all the flats and other areas including Developer Car Parking Spaces comprised in the Developer Premises in the Project.

12.3.2 The appointment of the advertising / creative agency for marketing and sales material including brokers, consultants, brochures, mailers, advertisements, etc., and the release thereof shall be undertaken by the Developer.

12.3.3 To exclusively decide upon, determine and establish the contractual terms and conditions in respect of the allotments and sales of the flats in the Developer Premises and fix the sale price and other amounts, charges, pass through charges etc.

12.3.4 The Developer shall be fully entitled and at liberty to: (a) advertise and publicize and market the Project and Developer Premises, in all and any media including print media, newspapers, magazines, hoardings, websites, emails, digital and electronic media, correspondence, materials, booklets, brochures, information material, as well as upon all agreements, receipts, letterheads and other allied materials of correspondence (written, digital, electronic and/or any other type of media) in respect thereof and through brokers / estate agents, and in any other manner as the Developer may deem fit, at its cost either under its own name or under the name of its group companies; and (b) to put up and maintain, at its costs, hoardings / signage, or boards, upon the Property, or any portion thereof, bearing its name, the Project and/or other details as the Developer deems fit.

12.3.5 To execute and register agreements for sale in respect of Developer Premises and receive money and appropriate the same in such manner as it deems fit.

12.4 The Developer shall have the absolute discretion, in planning and designing the Developer Premises including all matters concerning the internal layout, area and internal amenities thereof subject to restriction regarding usage of flat for residential purpose only.

Chairman

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(Society)

Treasurer

(Developer)

- 12.5 The Developer also shall be freely entitled to provide bare / unfurnished flats, and/or to provide / install any extra or premium amenities, fixtures and fittings within the Developer Premises (or any of them).
- 12.6 Save and except advance maintenance charges, share application money, etc., collected by the Developer from the purchasers, all realizations (by whatever name called and of whatsoever nature) arising out of and receivable from the allotment, sale, or other alienation or disposal of Developer Premises and Developer Car Parking Spaces, shall be charged, collected, received and fully appropriated by the Developer alone and belong exclusively to the Developer, without the Developer having to render any account whatsoever to Society.
- 12.7 The Society and the Members shall not have any right or interest of any nature whatsoever in and to the Developer Premises and/or Developer Car Parking Spaces and/or any realisations / amounts emanating from the same. It is clarified that the Developer shall not be entitled to the Common Areas and Amenities, and it shall remain the sole entitlement of the Society.
- 12.8 On and from the execution of this Agreement till the date on which the Developer receives occupation certificate in respect of the New Buildings, the Developer shall be entitled to use the Property and install / construct thereon such hoardings, for the purpose of advertisement of its brand name and Project. It is agreed between the Parties that in the event the Developer installs / constructs any hoardings during the period commencing from the execution of this Agreement till the Handover Date, then the Developer shall give prior intimation to the Society in this regard and the hoarding shall be installed at such location as may be mutually decided between the Society and the Developer. On and from the Handover Date, the Developer will not be required to give any intimation to the Society in this regard.

12.9 Reservations affecting the Land

As per the latest Development Plan 2034 remarks in respect of the Land, a portion of Land admeasuring 96.45 square meters is reserved for post office. The Developer shall construct and handover the reservation to the relevant authority. The Developer shall be entitled to all benefits including FSI / TDR accruing from such construction and handover subject to the condition that the Developer shall only be entitled to utilize 5.4 FSI (including fungible FSI). It is clarified that the responsibility of vacating the post office and handing over of the Permanent Alternate Accommodation in lieu of the Shops occupied by the Government of India, Department of Post shall be on the Developer and the Society shall in no manner whatsoever be liable and/or responsible for the same. However, the Society shall render necessary co-operation and execute and register all such documents, agreements and writings as may be required by the Developer in this regard at the cost and expense of the Developer.

12.10 Security of the Project

- 12.10.1 On and from the Handover Date, to ensure for the adequacy, stability and safety of all on-site operations and methods of construction, transportation, installation, commissioning etc.
- 12.10.2 On and from the Handover Date, to appoint security guards on the Property to safe-guard the Property from any trespassers.

12.11 Management of the Property

12.11.1 The management, operations and maintenance of the Project in a manner that befits the standards established by the Developer is of paramount importance to the Project. The Developer shall therefore be entitled to maintain the completed Project on such commercial terms as are in accordance with general market practices.

_____ Chairman	_____ Secretary (Society)	_____ Treasurer	_____ (Developer)
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12.11.2 For the purposes envisaged in this Clause 12.11, the Developer shall be entitled to appoint such agency / agencies that it may, in its sole discretion, deem suitable for the purposes of management, operations and maintenance of the Project (“**Facility Management Agency**”) for a period of 5 (five) years from the date of completion of the Project, upon intimating the Society of the costing thereof.

12.11.3 The rate per square feet of levy of maintenance charges payable upon the completion of the Project shall be uniform for all flats, whether comprised in the Society Component or in the Developer Premises. Such rate of maintenance will be decided by the Developer at the time of such maintenance becoming payable however, the Developer shall inform the tentative rate of maintenance charges to the Society 60 (sixty) days prior to levy of such maintenance charges. The maintenance charges towards the unsold flats owned by the Developer are to be borne solely by the Developer and the maintenance charges towards the Society Component shall be solely borne and paid by the Members, Tenants and the Society.

12.11.4 The Developer shall be solely responsible for all activities on the Property from the Handover Date.

12.12 Maintenance of the Society Component

12.12.1 On and from the date of expiry of the period set out in the Possession Notice, the Society shall ensure that each of the Members and Tenants shall be liable to and shall bear and pay maintenance charges as shall be determined in respect of the Society Component. The Developer will collect an amount equivalent to 12 (twelve) months of maintenance charges from the proposed purchasers of the units of the Developer’s Premises and accordingly, the Society shall ensure that it collects an amount equivalent to 3 (three) months of maintenance charges from each of the Members and Tenants on handover of possession of the Permanent Alternate Accommodation to the relevant Members and Tenants. Further, the Society or its assign (as the case may be) shall also pay the aforesaid maintenance charges in respect of the Permanent Alternate Accommodation (i.e., 1 (one) new residential flat, 2 (two) shops / commercial units and 8 (eight) car parking spaces to be provided to the Society).

12.12.2 If any Permanent Alternate Accommodation comprised in the Society Component is held back by the Developer for any reason set out in this Agreement, the Society shall to best of its ability ensure that the concerned Member whose Permanent Alternate Accommodation in the Project is withheld by the Developer in terms hereof, pays maintenance charges from the Possession Date, as shall be determined in respect of the Permanent Alternate Accommodation allocated to such Member and comprised in the Society Component.

12.13 Miscellaneous

12.13.1 On and from the Handover Date, the Developer shall, at its cost and liability, be fully and freely entitled and at liberty to, *inter alia*: (i) undertake the redevelopment of the Property and construction of the Project; (ii) bring in construction equipment and building materials and store the same upon the Property; and (iii) construct upon the Property, at its costs, site offices, stores and other facilities, such as canteens, toilets, and temporary structures for temporary residences of construction workers as may be required by the Developer.

12.13.2 Generally, do any and all other acts, deeds, matters and things that may be required for undertaking the roles and obligations stated herein and, in the manner, as stated herein and subject to the provisions contained herein.

13 DEVELOPERS REPRESENTATION, WARRANTIES AND OBLIGATIONS

13.1 The Developer has represented to the Society as under:

Chairman

Secretary
(Society)

Treasurer

(Developer)

- 13.1.1 The Developer is validly incorporated under Applicable Laws.
- 13.1.2 The Developer has full corporate power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the construction contemplated herein.
- 13.1.3 The Developer shall adhere to Applicable Laws in relation to redevelopment of the Property and for construction of the Project on the Land.
- 13.1.4 The Developer shall procure, or arrange to procure, and shall furnish the copy of the insurance policy including all renewals thereof to the Society till the Proposed Completion Date. A comprehensive construction all risk policy (CAR) in respect of the redevelopment and construction of / on the Property, with a third-party liability extension (including cross liabilities, earthquake, flood, tempest covers clause) including workmen's compensation insurance and third party insurance under the above policy shall be obtained by the Developer. The premium in respect of the CAR policy will be paid by the Developer. The CAR policy shall be obtained for a sum insured equivalent to the project construction cost in respect of redevelopment of the Property. The insured value of CAR Policy may be reduced from time to time in view of the balance project construction costs. The Developer shall keep the above insurance in force till the Proposed Completion Date and copy of the insurance certificate including renewals thereof shall be provided to the Society.
- 13.1.5 For the period beginning from the Handover Date and up to the date on which the Developer obtains occupation certificate in respect of the Project, the Developer shall bear and pay all taxes, rents, rates, cesses, levies, development charges and all outgoing with respect to the Buildings, including electricity, water charges, non-agricultural tax, goods and services tax, statutory impositions (including any new imposition) payable in respect of the Property.
- 13.1.6 No petition or proceedings for insolvency / bankruptcy of the Developer has been filed or initiated before any court of law or other competent authority by or against the any creditor(s) and/or any other person(s).
- 13.1.7 The Developer has the financial strength and capacity to undertake the Project.

14 SOCIETY OBLIGATIONS

- 14.1 The Society and the Members shall not, at any time hereafter, transfer, assign, or otherwise deal with their right, title and interest in the Property, and/or create any Encumbrance, tenancy, sub-tenancy, lease, mortgage, license or occupancy rights or any other rights, title or interest in respect of the Property or any part thereof (including the Development Potential), and shall not do any act, deed, matter or thing which may prejudice title of the Society to the Land, the Project, and/or the rights of the Developer under this Agreement, save and except as provided in this Agreement.
- 14.2 The Society shall immediately communicate, in writing, to the Developer, any information which may come to its knowledge, or which may, or is likely to affect, the Property and/or its title thereto, the Project, and/or prejudice, affect or restrict, in any manner the rights, benefits and interests of the Developer herein.
- 14.3 The Society shall forthwith (upon receipt of the same) furnish to the Developer, any order, circular, notice, notification, directive, etc., which is / are issued by any Government, Semi-Government, local or public body or authority, or by any Court, Tribunal, or quasi-judicial body or authority, or by any other person in respect of, or relating to the Property, and/or the Project.
- 14.4 The Society shall, from time to time on request, provide to the Developer all documents, information as may be deemed necessary or reasonably required by the Developer.

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- 14.5 The Society shall not interfere with or cause obstruction, hindrance, or disturbance in respect of the Property and the Project and shall render all required co-operation and assistance to the Developer for completing the Project. The Society shall, at the cost of the Developer, render necessary assistance and sign and execute or cause to be signed and executed all papers and applications, documents, plans and other writings as may be necessary or required to enable the Developer to obtain approval from MHADA, MCGM or any other government authority for redevelopment of the Property or for enabling the Developer to purchase, utilise and consume the Development Potential and TDR on the Land.
- 14.6 The Society undertakes and confirms to do, execute, perform and/or comply with and/or cause to be done, executed, performed and/or complied with all the acts, deeds, matters and things as may be necessary to enable the Developer to exploit all the rights, including the entire Development Potential, in respect of and for the better utilization and development of the Property.
- 14.7 The Society shall bear and pay all taxes, rents, rates, cesses, levies, development charges and all outgoings with respect to the Buildings, including electricity, water charges, non-agricultural tax, service tax, statutory impositions (including any new imposition) payable in respect of the Property for the period up to the Handover Date even if demand for the aforesaid amounts is raised any time after the Handover Date. It is clarified that while obtaining Approvals, if any governmental authority raises any demand in respect of any past taxes, rents, rates, cesses, levies and all outgoings with respect to the Buildings and/or the Land, etc., then the aforesaid amounts shall be solely borne and paid by the Society and/or its Members and/or Tenants without any recourse or reference to the Developer.
- 14.8 The Society shall handover quiet, vacant, peaceful and physical possession of the Property to the Developer on the Handover Date.
- 14.9 The Society shall ensure that the Members and Tenants execute and register the PAA Agreement in the manner and timelines as set out herein.
- 14.10 The Society shall be responsible for obtaining and providing Members' / Tenants' Consent Letters and Members' / Tenants' Consent Letters for MHADA.
- 14.11 The Society shall co-operate with the Developer and shall render its support to the Developer against any Non-Consenting Member(s) and/or Non-Consenting Tenant(s) and the Society shall, along with the Developer, initiate such proceedings as may be necessary for the purpose of taking action against Non-Consenting Member and/or Non-Consenting Tenant and ensuring that the Developer is able to undertake redevelopment of the Property without any hindrance.
- 14.12 With regards to the title of the Property, it is hereby agreed between the Parties as follows:
- 14.12.1 The Society shall always be responsible, at its costs, for maintaining its title to the Property as clear and marketable and free of all Encumbrances, claims, demands, doubts and disputes, and it shall be the responsibility of the Society to defend / resolve / satisfy any dispute, claim, or Encumbrance, relating to, and/or arising in respect of the Society's title to the Property, at its own cost and expense. If any person/s or party/ies make/s or raise/s any disputes, claims or demands, and/or files or institutes, or threatens to file or institute, any suits, actions, proceedings, in respect of the Society's title to the Property, and/or by virtue of anything done or omitted to be done by the Society, then the Society, shall be liable in respect thereof and shall, at its costs, deal with such Encumbrances, disputes, claims or demands, suits, actions, proceedings, etc., as the case may be, in a prudent and expeditious fashion, such that the Society's title to the Property, the Project and the marketing and sales of the flats therein are not hindered, or affected, in any manner howsoever. However, if any claim is made by any third party on the title of Society to the Property due to any act(s) of the Developer, the same shall be rectified and remedied by the Developer solely at its own cost and expense.

Chairman

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(Developer)

- 14.12.2 Without prejudice to the rights of the Developer hereunder, in the event any Member and/or Tenant fails to vacate the Existing Premises and/or the Property within a period of 60 (sixty) days from the Vacating Notice, then the Society and the Developer shall without any delay or demur approach the relevant authorities (at the cost and expenses of the Developer) and initiate proceedings to evict such defaulting Member and/or Tenant. All costs for initiating proceedings shall be borne and paid by the Developer.
- 14.12.3 The Society and the Developer shall, in the above circumstances, discuss and mutually agree, in good faith, to the strategy, steps and actions that are required to be taken, and also mutually settle and agree, in good faith, to the drafts of all correspondence, notices, proceedings, etc., in respect thereof.
- 14.12.4 The Society shall also keep the Developer fully and regularly informed as to all developments with respect to the above matters, and immediately provide to the Developer all notices, documents, writings, correspondence, proceedings, etc., received by it in respect of the above matters. Further, the Developer should keep the Society fully and regularly informed as to any and all developments with respect to the above matters, as may come to the notice or knowledge of the Developer.
- 14.13 The Society acknowledges that association of the Developer's Intellectual Property with the Project shall not, under any circumstances, be construed as a license or any other interest granted to Society. The Society and/or its Members and/or the Tenants, do not and shall not, nor shall it / they be deemed to acquire at any time now or hereafter, any right, title or interest of any nature whatsoever in and with respect to the Developer's Intellectual Property, and shall not during the term of this Agreement or after its expiration directly or indirectly, commit an act of infringement or contest or aid in contesting the validity or ownership thereof or take any other action in derogation thereof or which shall or may create any right thereto or therein.
- 14.14 At all times during the subsistence of this Agreement and at all times thereafter, the Society and/or its Members and/or the Tenants shall not dilute, harm, misuse, insult or bring the Developer Intellectual Property to any disrepute and register, or attempt to register, in any country, any brand name or trade name, which in whole or in part, incorporates, or is deceptively similar to, the Developer Intellectual Property.
- 14.15 The Society shall ensure that the Members and Tenants shall take possession of the Permanent Alternate Accommodation on the Possession Date and shall sign provisional possession receipts as prescribed by MHADA immediately upon or prior to taking possession of their Permanent Alternate Accommodation (as may be called upon by the Developer).
- 14.16 The Society's Management Committee shall also act as its redevelopment committee. The Chairman and Secretary of the Society shall be the points of contact for the Developer and the Developer shall not be required to correspond, communicate, deal with any Member or other committee of the Society.
- 14.17 Restriction on transfer
- 14.17.1 On and from the date of this Agreement and till the date on which the Developer obtains the Initial Approvals and provide the certified copy of the same to the Society, the Members and Tenants shall be entitled to transfer their Existing Flats / Shops / Existing Premises and/or the Permanent Alternate Accommodation with prior intimation to the Developer but subject to obtaining all necessary consents from the Society and MHADA (if applicable), at the cost and expense of such Member and Tenant. It is clarified that the Society and the Members shall not transfer the Garages in any manner whatsoever.
- 14.17.2 Subject to what is stated in Clause 14.17.3, it is agreed between the Parties that from the date on which the Developer obtains the Initial Approvals till the

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Possession Date, the Members and the Tenants shall not be permitted to sell / transfer their Existing Flats / Shops / Existing Premises and/or the Permanent Alternate Accommodation (as the case may be) in any manner whatsoever.

- 14.17.3 During the period commencing from the date of the Initial Approvals till the date of the Possession Notice, an aggregate of only 40 (forty) Existing Flats and/or the Permanent Alternate Accommodation shall be permitted to be sold / transferred provided that (a) such sale shall be undertaken only through the Developer; (b) the Members shall at all times be responsible for (i) obtaining consent of the Society; (ii) obtaining all necessary consents from MHADA at the cost and expense of the Members; and (iii) payment of any amounts towards brokerage at actuals.
- 14.17.4 It is clarified that the new purchaser shall be bound by the terms of this Agreement as well as the PAA Agreement (if executed by the Developer and the Members / Tenants).
- 14.17.5 It is further clarified that the Society shall not be responsible and/or liable facilitating transfer of the Existing Flats / Shops / Existing Premises and/or the Permanent Alternate Accommodation.
- 14.18 The Society shall not be entitled to change / amend the name of the Project after the execution of this Agreement.

15 REPRESENTATIONS OF THE SOCIETY

- 15.1 The Society is the sole and absolute owner of the Land and the Buildings. The Land is classified as 'non-agricultural'. The title of the Society to the Property is clear and marketable free from all Encumbrances, claims and demands.
- 15.2 The Society is entitled to leasehold rights in respect of the said Portion and the leasehold rights of the Society in respect of the said Portion are valid and subsisting and have not been terminated and/or threatened to be terminated.
- 15.3 The Buildings are more than 65 (sixty-five) years old.
- 15.4 The details of the Land, Buildings, flats, car parking spaces and Existing Carpet Area comprised in the Buildings as set out in this Agreement are all true and correct.
- 15.5 The Society is seized and possessed of and/or otherwise well and sufficiently entitled to the Property.
- 15.6 The Society has informed the Developer that some of the Members have taken loans from banks and financial institutions and the loan amounts are still outstanding and payable by the Members to the aforesaid banks / financial institutions. Further, the Society has informed the Developer that some of the Members have granted lease / sub-lease rights, license or tenancy in respect of their premises comprised in the Buildings. The Members shall terminate such lease / sub-lease, license or tenancy rights thereby permitting the Society and the Developer to take vacant possession of the premises belonging to such Members to demolish and reconstruct the same.
- 15.7 Subject to Clause 15.6, neither the Society nor its members have created Encumbrances of any nature whatsoever including, by way of mortgage, charge, lien, exchange, lease, sublease, license or tenancy in respect of the Property.
- 15.8 There are no proceedings, Litigations, notices, writ of summons, orders, decrees etc., pending in any court of law of any jurisdiction against the Society or its Members which may affect the rights of the redevelopment of the Property hereby granted to the Developer. There is no injunction or prohibitory or restraining order / direction passed or issued by any court, tribunal, arbitrator, commission, forum, Central Government, State Government, Municipal Corporation and the Collector or any authority or body disentitling or restraining the Society and/or the Members and/or the Tenants from dealing with the Property and/or any part/s thereof.

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- 15.9 The Society, its Members and Tenants have paid and discharged their liability including all outgoings dues, charges, cess, taxes, revenues, penalties, non-agricultural taxes in respect of the Property and there are no arrears in respect thereof as on date.
- 15.10 The Society has not executed any agreement for development or contracted to create any right, title or interest of any nature whatsoever in the Property.
- 15.11 Save and except as set out in Clause 12.9, no part/s of the Property is/are subject matter of any reservation, acquisition, requisition or set-back under any Applicable Laws, rules or regulations and no intimation, notice, direction or order has been issued or passed against the Society by the Central Government, State Government, Municipal Corporation, the Collector or any other authority or body for acquisition, reacquisition, reservation or set-back. No notice or intimation has been issued by the Central Government, State Government, Municipal Corporation, the Collector or any other authority or body under any Applicable Law, rules or regulations in respect of any part/s of the Property, restricting or prohibiting redevelopment of the Property or any part(s) thereof.
- 15.12 There is no right of way or other easementary right whatsoever or license created or subsisting over any part/s of the Property in favour of any owners / occupants of neighbouring lands and that no such right has become effective by prescription or otherwise howsoever and none of the owners / occupants of any of the neighbouring lands have any access to any part/s of the Property for passing or repassing.
- 15.13 The Land is demarcated and surveyed and there are no disputes as to the boundaries thereof.
- 15.14 The Society has the full right and absolute authority to enter into this Agreement for granting development rights in favour the Developer.
- 15.15 As per the records of the Society only the 266 (two hundred and sixty-six) individuals listed in Part I of **Annexure 2** are present members of the Society and entitled to the Society Component. None of the Members or associate members of the Society is a minor below the age of 18 years.
- 15.16 The Land has a direct access from a public road.
- 15.17 The Society and the Members have duly approved and confirmed the appointment of the Developer as the 'developer' for the Project and to carry out the redevelopment of the Property by demolishing the Buildings and constructing the Project thereon.
- 15.18 Till the Handover Date, it shall be the responsibility of the Members and the Tenants, and the Society shall ensure that the Members, Tenants and the Society shall not keep in arrears any outgoings due and payable by the Society including but not limited to municipal taxes, water charges, electricity charges, land revenue, etc., in respect of the Property and the Existing Flats / Shops / Structures occupied by them in order to ensure that there is no impediment to the Developer in the course of redevelopment of the Property, due to non-payment of such taxes and outgoing.
- 15.19 The Society will carry out all its statutory obligations including but not limited to obligations under the provisions of Societies Act and the Societies Rules framed thereunder and the Society bye-laws, as may be necessary for undertaking the work of redevelopment of the Property as contemplated hereunder.
- 15.20 The Society, its Members and the Tenants shall fully co-operate with the Developer in the work of redevelopment to be carried on by the Developer on the Property.
- 15.21 Neither the Society nor its Members / Tenants have created any Encumbrances nor shall they create any Encumbrance over the Development Potential.

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Treasurer

(Developer)

16 **MORTGAGE**

16.1 **Mortgage by the Developer**

16.1.1 For the purpose of redevelopment of the Property, the Developer shall be entitled to avail loan / financial facility from any Lender and to secure such loan / financial facilities, the Developer shall be entitled to create mortgage, charge and/or other security interest on or in respect of (a) the Developer Premises (save and except Secured Premises) together with the Developer Car Parking Spaces; (b) the redevelopment rights granted by the Society in favour of the Developer under this Agreement; and (c) the Development Potential of the Property (save and except the Society Component and the Secured Premises), in favour of any Lender, for securing repayment of any loans and/or financial assistance availed by the Developer from the Lender, without requiring the Society's permission in this regard, subject to Applicable Laws. It is clarified that the right of the Developer to mortgage / charge on the Developer Premises, Developer Car Parking Space and redevelopment rights granted under these presents shall accrue unto the Developer, only after the Developer has obtained first Commencement Certificate of the entire Project (including Conversion Order). It is clarified that the Developer shall not be entitled to create any mortgage/charge on the Land, Society Component and amenities and facilities in the Project.

16.1.2 In furtherance of the Developer's rights mentioned in Clause 16.1.1, the Developer shall be fully and freely entitled and at liberty to sign, execute, give / take delivery of, and have registered (if required), all deeds, documents, instruments, contracts, agreements and writings, including, without limitation, mortgage deed(s), loan agreement(s), memoranda of entry, letters, indemnities, undertakings, declarations, affidavits, hypothecation deed and other documentation, whether legal and/or in English form, and/or by way of an equitable mortgage.

16.1.3 The Society shall execute no-objection certificates / letters, as may be required, to enable the Developer to exercise its rights under Clause 16.1.1 above in the format required by the bank / financial institution within a period of 7 (seven) days from the date of Developer requesting for the same without in any manner undertaking any obligations

16.1.4 The Developer shall be solely responsible for repayment of such loans or financial assistance and the Society, and/or the Members shall not be liable and/or responsible for the repayment thereof, and the Developer hereby indemnifies and keep the Society and the Members indemnified for any claim/s, action/s, demand/s, loss/es, suffered by the Society and/or the Members arising on account of failure by the Developer in repayment of the aforesaid loans or financial assistance. It is further agreed that all the loan documents / mortgages executed by the Developer shall be subject to the terms this Agreement. The Developer shall utilize such loan and/or finance facility only for the purpose of the development of the Property and for no other purpose. In the event if and when demanded by the Society in writing, the Developer shall furnish a certificate of its Chartered Account to the Society confirming and certifying therein that loan and/or finance facility availed from the Lender/s is utilized only for the purpose of redevelopment of the Property. Upon receipt of full occupation certificate of the Project, the Developer shall ensure that mortgage of the lender/s shall continue only on unsold Developer Premises.

16.1.5 The Developer hereby indemnifies and holds the Society, the Members and the Tenants harmless from time to time and at all times hereinafter from, by and against all claim(s), demand(s), action(s), suit(s), proceeding(s), loss(es), interest, charge(s), cost(s), expense(s) and/or penalty(ies) that may be preferred by the bank(s) and/or financial institution(s) and/or by any person claiming by, under and/or through them due to non-payment of the loans and/or financial assistance availed by the Developer in respect of the Project.

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16.1.6 The Developer hereby agrees and undertakes that the Developer shall within 7 (seven) days, provide to the Society, copy of the mortgage deed executed between the Developer and the banks and/or financial institutions.

16.2 Mortgage by proposed purchasers

The proposed purchasers who would purchase flats or premises from the Developer in the Project, shall be entitled to mortgage their respective flats or premises in favour of any Lender for availing financial assistance to acquire the flat or premises from the Developer without requiring Society's permission in this regard.

17 TITLE DOCUMENTS

The Society has been in possession and custody of the original and/or certified true copy of the title deeds and documents in respect of the Property ("**Title Documents**"). Simultaneously with the execution of this Agreement, the Society shall deposit the Title Documents in escrow with DSK Legal. The Society hereby covenants with the Developer that in order to enable the Developer to obtain avail loan / financial facility as set out above, the Society shall allow inspection of the Title Documents with a prior written notice of 7 (seven) days by the Developer and the Lender.

18 OBLIGATIONS OF THE DEVELOPER

18.1 The Developer is involved in the business of development/redevelopment of real estates and construction activities. The executant of the Agreement is duly authorized by Developer to execute this Agreement and that all and whatever the Developer shall agree and undertake to comply with under the Agreement and/or under any further documents shall be binding upon the Developer.

18.2 The Developer is having sufficient financial strength and resources to carry out the redevelopment work of the Property in terms of this Agreement and shall not cause any delay and/or default in the intended redevelopment work of the Property for want of funds. However, the rights of the Developer under Clause 16.1 shall not be affected on account of the aforesaid provision.

18.3 The Developer, before execution of this Agreement, has also ascertained and satisfied itself, about the development potentiality of the Property and after such satisfaction and being convinced that the redevelopment of the Property would be possible for them in terms of the Agreement and that it shall be able to provide the agreed compensation in the agreed manner to the Members.

18.4 In consideration hereof and in consideration of the Developer redeveloping the Property entirely at its own cost, expenses and efforts, the Developer, after receiving the Commencement Certificate, shall be free and at full liberty to mortgage the Developer Premises and Developer Car Parking Spaces (including the receivables thereof) and the Development Potential to banks / financial institutions / non-banking financial institutions etc., and/or to sell, transfer, deal with and dispose of and allot on ownership basis to the purchasers of the Developer Premises and Developer Car Parking Spaces, all the remaining flats and allot car parking spaces in the New Building and to receive for itself and to appropriate to itself all the sale proceeds thereof. Such acts of the Developer shall be on principal to principal basis and not as an agent of the Society and/or Members. The Society / Members shall not be in any manner liable or responsible to any such purchasers of the Developer on any account of whatsoever nature save and except the obligation of the Society in respect of its title to the Property. The Developer shall also provide to the Society, Society's office of the maximum size as may be permissible under DCPR 2034 in the New Building.

18.5 The Developer shall offer possession of the Developer Premises and Developer Car Parking Spaces upon expiry of a period of 15 (fifteen) days from the date on which the Developer has offered possession of the Permanent Alternate Accommodation to the Society, Members and Tenants.

Chairman

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(Society)

Treasurer

(Developer)

- 18.6 The Developer, at the time of handing over the possession of the New Buildings to the Society and the Permanent Alternate Accommodation to the respective Members of the Society / Tenants, shall submit and handover to the Society the following document/s:
- 18.6.1 All sanctions received from concerned competent authorities including approved building plan; and
- 18.6.2 Certified copies of all supporting document/s, certificates / proof that all payments have been made and that no liability of whatsoever nature has been kept pending against the Developer in respect of redevelopment of the Buildings.
- 18.7 The Developer shall demolish and remove all temporary structures standing on the Land during the period of redevelopment prior to receipt of Occupation Certificate.
- 18.8 From the Handover Date till the Possession Date, the Developer shall arrange to receive posts / parcels of the Society / Members / Tenants and permit / allow them to receive it from the site.
- 18.9 During the period of development of the Property, the Developer shall be responsible / liable for the following:
- 18.9.1 For strict compliance of all Applicable Laws, rules, guidelines, laid down by central government, state government, local bodies, and/or any other laws of land, including bye-laws, rules and regulations thereunder.
- 18.9.2 For payment of wages, salaries, fees, charges, etc. and costs of building materials, to every person/s including all contractors, suppliers, workmen, labourers, employees, supervisors, security personnel, payment to the consultants, specialists, engineers, etc. engaged in the development of the Property employed by the Developer.
- 18.9.3 For availing insurance of all the workmen / staff / labourers / employees employed or engaged in redevelopment of the Property and also for the liability of E.S.I.C., P.F., Workmen's Compensation Act, 1923, Employees Compensation Act, 1923 and all other statutory liabilities to the workers and others employed by the Developer or contractors engaged and/or carrying work on behalf of the Developer.
- 18.9.4 For all kinds of acts, deeds, omissions and/ or commissions of and by any and every person engaged in development of and/or construction work on the Property.
- 18.9.5 Save and except the area to be handed over to MHADA, the Developer shall not provide or commit to any authorities to provide permanent transit camps (PTC) in the New Buildings.
- 18.9.6 For all or any third-party claim/s in relation to the redevelopment of the Property, save and except for claims arising from any act, omissions or deed of the Society and/or the Members and/or the Tenants.
- 18.10 The Developer shall not do any act, deed or thing whereby the right, title and interest of the Society, the Members and the Tenants with respect to the Property and the Existing Premises and/or the Permanent Alternate Accommodation may prejudicially be affected and encumbered in any manner.

19 MEMBERSHIP OF PURCHASERS OF THE DEVELOPER PREMISES

- 19.1 Only after all the Members and Tenants being offered possession of their respective Permanent Alternate Accommodation in the manner provided in this Agreement, the purchasers of the Developer Premises shall be entitled to become members of the Society and shall pay the requisite membership fees as per the extant society rules and bye laws of the Society. The Society shall be obliged to admit such purchasers as members of the

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Society without demur or delay and shall do the needful for inducting the purchasers of the Developer Premises in the Society. In the event any of the Developer Premises remain unsold for a period of 12 (twelve) months from the date of the Possession Notice, then for such premises the Developer shall become a member of the Society.

- 19.2 On being admitted to the membership of the Society, all such purchasers or the Developer, as the case may be, shall adhere to and abide by the bye-laws, rules and regulations thereof and shall pay all maintenance charges and outgoings and dues thereof.

20 POSSESSION

- 20.1 Upon the Developer receiving occupation certificate for the 1 (one) tower comprised in the New Buildings and the Developer having applied for occupation certificate in respect of the balance towers comprised in the New Buildings, the Developer shall address a notice, along with a copy of such occupation certificate, in writing to the Society, under which the Developer shall offer to the Society the quiet, vacant and peaceful possession of the units comprised in the Society Component in respect of which occupation certificate has been received ("**Possession Notice**"). The Developer shall also furnish a copy of the applications submitted by it for obtaining occupation certificate in respect of the balance towers comprised in the New Buildings to the PMC. Upon receipt of the respective Possession Notice, the Society shall be entitled to inspect the relevant premises comprised in the Society Component in respect of which the occupation certificate has been received along with PMC and shall certify that the Society Component is ready ("**PMC Certification**") within a period of 14 (fourteen) days from the respective Possession Notices. In the event the Society does not complete the aforesaid inspection, it will be deemed that the Society is ready for occupation and possession and the date on which the aforesaid period of 14 (fourteen) days expires shall be deemed to be the date of PMC Certification. In the event if the Society identifies any defect in Society Component and/or in the New Building/s, then the Developer shall forthwith take steps to rectify the same and intimate the Society of the steps taken by the Developer. In the event if the PMC identifies any structural defects or any issues in any of the premises comprised in the Society Component on account whereof the flat is inhabitable, then in such an event the Developer shall rectify such defects at its own costs. Once PMC has certified that the Society Component is ready in all aspects and can be occupied, then the Society shall forthwith communicate the same to the Members and the Tenants and cause such Members and Tenants to take quiet, vacant, and peaceful possession of their respective premises within a period of 30 (thirty) days from the date of PMC Certification ("**Possession Date**").
- 20.2 Upon the Members and Tenants approaching the Developer to take possession of their respective flats / units, the Developer, upon receipt of all the payments due and payable by such Members and Tenants to the Developer (if any), shall execute possession letters and/or such deeds, documents and writings at the time of handing over possession along with the keys of their respective flats / units and handover possession of the same to the Members and the Tenants.
- 20.3 The Society, the Members and Tenants shall be deemed to have taken possession of the Society Component on the Possession Date.
- 20.4 On the Possession Date of the entire Project, the Society shall return EMD to the Developer.
- 20.5 The Developer shall be fully and freely entitled and at liberty to offer and deliver the quiet, vacant and peaceful possession of the Developer Premises to the respective allottees, purchasers, lessees, tenants, licensees, acquirers, of the Developers Premises upon expiry of a period of 15 (fifteen) days from the date on which the Developer has offered possession of the Permanent Alternate Accommodation to the Society, Members and Tenants.

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- 20.6 It is agreed and accepted by the Society that on and from the Possession Date, the Society and/or its Members and the Tenants shall be solely and exclusively liable to bear and pay of all taxes, maintenance charges, outgoings, statutory and non-statutory liabilities, utility charges, etc. in respect of the Society Component and shall be responsible in respect of the maintenance, upkeep, security and preservation thereof, at its / their entire cost and liability in all respects. On and from the Possession Date, the Developer shall only be liable to bear and pay property tax and utility charges in respect of the unsold Developer Premises. It is however clarified that at all times, taxes, maintenance charges, outgoings, statutory and non-statutory liabilities, utility charges, etc. shall be the responsibility of the Members and the Tenants and the Society shall not be held liable and/or responsible for non-payment on behalf of the Members.
- 20.7 In the event, if any of the Members and/or Tenants do not approach the Developer for taking possession of their respective flat / units in the manner as set out above, then the Developer shall be entitled (without being obliged) to handover possession and keys of such new units to the Society and the Society shall take possession of such new units of such Members and Tenants. The Society shall thereupon be responsible for handing over possession and keys of such new premises to such Members and the Tenants.

21 DEFECT LIABILITY

If within a period of 5 (five) years from the Possession Date, the Society and/or the Members bring to the notice of the Developer any structural defect in the Permanent Alternate Accommodation allotted to such Members and/or the New Buildings, then wherever possible, such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Members shall be entitled to receive reasonable compensation from the Developer. Provided that, if such structural defect or fault in plumbing or waterproofing is for reasons attributable to the Member, then the Developer shall not be obliged to rectify the same.

22 RERA REGISTRATION

- 22.1 The Developer shall register the Project under RERA with MahaRERA soon after receipt of a commencement certificate under Applicable Laws. The Society acknowledges that it shall be named as a "Promoter (Land Owner)". The Society undertakes to furnish to the Developer, all writings and information as shall be necessary to enable the Developer to register the Project under RERA with Maha RERA.
- 22.2 The Developer shall solely be responsible for compliance with the obligations under RERA and Applicable Laws and the Society shall not be liable for the same.
- 22.3 The Society shall not be responsible and will not reimburse any expenses which may be incurred by the Developer in respect of the RERA registration.
- 22.4 It is hereby clarified that the Society shall not be liable to the purchasers of the Developer Premises under the RERA Allotment Letter and Agreement for Sale and/or for any reason whatsoever.
- 22.5 It is agreed that all RERA Allotment Letter and Agreement for Sale ("**Sale Agreements**") shall be bipartite to be executed between the Developer and the prospective purchasers, wherein the Society shall not be signatory. It is further agreed that in the event Applicable Law requires the Society to become signatory to the Sale Agreements, then all Sale Agreements shall be tripartite to be executed between the Developer, the Society and the prospective purchasers. In the event the Society is made signatory to the Sale Agreements, then the Sale Agreements shall record the specific provision, absolving the Society from all liability of the Project (save and except the obligation to maintain the title of the Property).
- 22.6 The Developer shall at all times abide by the provisions of RERA along with applicable provisions of MOFA. The Society shall at the request of the Developer, sign necessary documents, as may be required by RERA for the purposes of enabling the Developer to register the Project.

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23 SOCIETY HANDOVER AND FORMATION OF NEW COMMITTEE OF THE SOCIETY

- 23.1 The purchasers of the new premises to be sold by the Developer in the Project shall be admitted as members of the Society only after all the Members and the Society are offered possession of their Society Component. The Society and the Members shall undertake all acts, deeds, matters and things as are required to admit the purchasers as the members of the Society forthwith including but not limited to issuance of share certificates in favour of the purchaser, as and when called upon by the Developer. The Society and/or any of the Members shall not object to inclusion of any of the purchasers as members of the Society for any reason whatsoever. It is clarified that the Society shall not admit any purchaser/s of the Developer Premises as the member/s of the Society unless the Developer has offered possession of the Society Component to the Society in the manner provided in these presents.
- 23.2 The Developer shall collect amounts towards the admission fees and the share application money from the purchasers in accordance with the bye-laws of the Society and handover the same to the Society. The Society shall admit the purchasers of the Developer Premises as members of the Society within a period of 30 (thirty) days from the date on which the Developer has offered possession of the Society Component to the Members and the Society. The Society upon admitting the purchasers as members of the Society issue share certificate in favour of the purchasers. Save and except, the aforesaid amounts the purchaser shall not be liable to pay any monies for becoming a member of the Society.
- 23.3 The Society hereby agrees that the Society shall ensure that the purchasers and their transferees shall be treated by the Society at par with the Members and shall not be discriminated against for any reason whatsoever. The Society agrees and confirms that the Society shall be bound and honour the terms of all the documents executed by the Developer with the purchasers. The Society shall not do any act, deed, matter or thing whereby the rights of the purchasers shall be affected in any manner whatsoever.
- 23.4 The Society further agrees that there shall be no discrimination in the use, by the purchasers and the Members, of the Common Areas and Amenities and Facilities including but not limited to use of elevators, including *inter alia* any ingress / egress points, driveways etc. to be provided on the Land.
- 23.5 The maintenance agency as may be appointed by the Developer shall handle the day-to-day maintenance, management and upkeep of the new buildings and the common areas and amenities including repairs thereto and collection and payments of municipal tax(es) and building maintenance charge(s) and other outgoing(s), maintain the water pumps, water supply, lift/s cleaning, security and other common services, areas and facilities of the new buildings from time to time as may be permissible under the bye laws, rules and regulations framed by the Developer and/or applicable laws.
- 23.6 The Developer shall always and even after handing over of the charge to the Society continue to be entitled to unsold Developer Premises and to undertake the sales and marketing etc., in respect of such unsold Developers Premises. The Developer shall not be liable or required to bear and/or pay any amount by way of transfer fees / charges and/or non-occupancy charges, donation, premium, compensation whatsoever to the Society for the sale / allotment or transfer or marketing of the unsold Developer Premises.

24 INDEMNITY

- 24.1 The Developer hereby indemnifies the Society and its Members from and against any and all claims, demands, suits, actions, proceedings, losses, expenses and costs (including all legal costs and expenses), penalties and fines (including any penalties and fines levied by any governmental department), and damages demanded, made, taken, brought, instituted, filed, levied, suffered, sustained and/or incurred by the Society and Members arising out of, by reason of, incidental to non-completion of the Project by the Developer in the manner provided in this Agreement and/or any representations, warranties, obligations and/or covenants made by the Developer being found to be misleading, false, untrue and/or incorrect.

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24.2 The Society hereby indemnifies and agrees to keep indemnified and hold harmless the Developer from and against any and all claims, demands, suits, actions, proceedings, penalties and fines (including any penalties and fines levied by any governmental department), suffered, sustained and/or incurred by the Developer arising out of, by reason of, incidental to and/or as a consequence of (i) any representations and/or covenants made by the Society being found to be misleading, false, untrue and/or incorrect; and/or (ii) defect in title of the Society to the Property as investigated by the Developer.

25 INVOKING BANK GUARANTEE

25.1 In the event the Developer delays and/or defaults in making the payment of the Monthly Hardship Allowance to the Members and/or the Tenants on due date for a consecutive period of 3 (three) months and the Society / Members have exercised their rights as set out in Clause 8.2.3 above, then without prejudice to other rights of the Society under this Agreement and/or law, the Society shall, after the undated cheques as set out in Clause 8.2.3 above have been completely encashed, be entitled to invoke the Bank Guarantee and utilised the same towards the payment of the unpaid amounts of the Monthly Hardship Allowance. It is further agreed that in the event of the Society invoking the Bank Guarantee, then within 7 (seven) days from the date of the Society invoking the Bank Guarantee, the Developer shall be liable and responsible to replenish the Bank Guarantee to the extent of amounts utilised by the Society towards the payment of the Monthly Hardship Allowance.

26 EVENT OF DEFAULT AND CONSEQUENCES

26.1 The following events shall qualify as events of default on part of the Developer ("**Event of Default**"):

26.1.1 In the event the Developer fails to offer possession of the Society Component by the Completion Date set out in Clause 10 hereinabove (subject to Clause 11.4);

26.1.2 The Developer (and not due to an event of Force Majeure Conditions) abandons the construction work of the New Building/s after receipt of the commencement certificate/s for a continuous period of 6 (six) months.

26.2 Upon occurrence of Event of Default set out in Clause 26.1, the Society shall address a written notice to the Developer to rectify and remedy such breach within a period of 60 (sixty) days from the date of such notice ("**Cure Period Notice**"). It is further agreed that in the event the Developer fails to remedy and/or rectify the breach/s on or before expiry of Cure Period Notice, then the Developer shall be liable to pay to the Society an amount of INR 15,00,000 (Indian Rupees Fifteen Lakh) per month from the date of expiry of the aforesaid Cure Period Notice till the Developer issues the Possession Notice, towards liquidated damages.

26.3 In the event, the Developer has committed breach as stated in Clause 0. above, the amount of Monthly Hardship Allowance payable by the Developer to the Members and the Tenants shall stand escalated by 10% (ten percent) in addition to the escalation as mentioned in this Agreement.

26.4 Notwithstanding anything contained in this Agreement, in the event the Developer (i) fails to make the payment of the amounts towards liquidated damages as stated in Clause 26.2; (ii) fails to make the payment of escalated Monthly Hardship Allowance in the manner provided in Clause 26.3 above; and/or (iii) fails to offer possession of the Society Component after obtaining full occupation certificate in respect of the Project within a period of 12 (twelve) months from the expiry of the Cure Period Notice, then the Society shall be entitled to pursue all legal remedies available to it under Applicable Laws including but not limited to exercise the step-in rights ("**Step-in Rights**").

26.5 In the event the Society elects to exercise the Step-in Rights as stated in Clause 26.4 above, then the Society shall issue a notice of 15 (fifteen) days ("**Step-in Period Notice**")

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(Society)

Treasurer

(Developer)

in writing (hereinafter referred to as “**the Step-in Notice**”) calling upon the Developer and informing therein that the rights of the Developer under this Agreement are suspended and the Society shall exercise the Step-in Rights on and from expiry of the Step-in Period Notice, subject to the rights of the Lender/s. Upon the Society exercising the Step-in Rights, all legal consequences in relation to exercising Step-in Rights shall follow.

27 **POWER OF ATTORNEY**

Simultaneously with the execution of this Agreement and subject to the terms of this Agreement, the Society has executed in favour of the Developer, POA containing necessary powers and authorities to take all such steps, and do, execute and perform all acts, deeds and things as envisaged herein, including for sale of any portion of the Development Potential that cannot be utilised for development of the Project. Notwithstanding the aforesaid POA executed by the Society in favour of the Developer, the Society, if required by the Developer, shall sign and execute within a reasonable time, but in any event not later than 15 (fifteen) days from the date that the Developer calls upon the Society to do so, such letters, applications, writings, papers, documents, plans, etc., that may be required by the Developer, MHADA, MCGM and/or any other statutory bodies/authorities, for the redevelopment of the Property. The Society agrees and confirms that it shall render all such assistance and co-operation that may be required for the purpose of making such applications including the execution of any documents, writings and undertakings that may be required by the relevant local authority.

28 **FORCE MAJEURE CONDITIONS**

28.1 In the event any timelines mentioned in this Agreement are affected by Force Majeure Conditions, then the Developer shall be entitled to a proportionate extension of such timelines (including the Proposed Completion Date) by the period of which the Force Majeure Conditions were in effect and the time taken by the Developer to remobilise the resources to commence development of the Project.

28.2 In case of occurrence of Force Majeure Conditions, the Developer shall not be liable for any failure on its part to fulfil / perform any of its obligations under this Agreement where the fulfilment / performance of such obligations is affected by Force Majeure Conditions.

29 **NOTICE**

29.1 Any notice or communication to be given under this Agreement shall be in writing and be sent to the address of the concerned Party as mentioned below, as varied by any prior written notice intimating a new/alternate address.

If, to the Society

Address: Jethiben Colony, F.P.No-565, Mori Road, Mahim, Mumbai - 400016

Email: jethibensociety@gmail.com

Kind Attn: Capt. M .S .Virdi (Hon. Chairman)

Email: rasvicks@gmail.com

Copy to: Mr. Kumar Darira, the Secretary

Email: kumardarira@gmail.com

Copy to: Dr. Rajesh Gokani, the Treasurer

Email: drjgokani@gmail.com

If, to the Developer

Address: Pokharan Road, Jekegram, Thane – 400 606

Kind Attn: Mr Ankur Jindal

Email: ankur.jindal@raymond.in

Chairman

Secretary
(Society)

Treasurer

(Developer)

29.2 All such notice or communication shall be served through registered post with acknowledgment due or through courier service of repute or through hand delivery, in all cases with due acknowledgment of receipt in writing. A copy of the aforesaid notice or communication shall also be sent via email to the address mentioned above.

29.3 A notice shall be considered to have been duly served upon the other Party on the date on which it is actually received by the other Party through registered post, email, or hand delivery, or the delivery of the same is refused by the other Party.

30 MISCELLANEOUS

30.1 It is agreed between the Parties that this Agreement, in respect of the Property and the Project, is and shall always be on a principal-to-principal basis between the Parties and that this Agreement does not amount to a partnership or joint venture or association of persons, whereby each Party will carry out its obligations independently. It is expressly agreed that neither Party shall act as deemed agent of the other.

30.2 It is expressly agreed between the Parties hereto, that this Agreement supersedes all documents / writings executed or exchanged between them heretofore, including the invitation to Tender etc., and that this Agreement represents the entire agreement and understanding between them regarding the subject matter hereof.

30.3 Any additions, deletions, amendments, alterations and/or modifications of or to any of the terms, conditions, covenants, stipulations and provisions hereof, shall be valid, effective and binding on the Parties hereto, only if the same are recorded in writing and are duly signed and executed by the Parties.

30.4 In the event any disputes, or differences, arise *inter se* between the Society and its Members or between the Members of the Society *inter-se*, the Society and its Members shall settle such disputes, or differences between themselves, without involving the Developer, and without in any manner affecting the development of the Property and the Project.

30.5 No failure on part of either Party to exercise, and no delay in exercising any rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right.

30.6 For the purposes of Section 4 of the Maharashtra Stamp Act, 1958, the Parties identify this Agreement as the principal instrument and the Developer has paid the full stamp duty on the same. The Power of Attorney executed by the Society in favour of the Developer, being supplemental and ancillary document, has been stamped with a stamp duty of INR 500 (Indian Rupees Five Hundred). This original registered Agreement and the original of the Power of Attorney executed by the Society in favour of the Developer as referred to herein, shall always be retained by, and be the property of, the Developer alone. The duplicate counterpart of this Agreement and duplicates of any other writings executed by the Parties under and in pursuance of this Agreement shall be retained by and be the property of the Society.

30.7 The stamp duty, registration charges and all out-of-pocket expenses in respect of this Agreement, the Power of Attorney executed by the Society in favour of the Developer herein, the individual Permanent Alternate Accommodation Agreements (to the extent of free of cost area) executed between the Developer and Members, and any other related documents to the Project, shall be borne and paid by the Developer alone.

30.8 The Parties shall be entitled to all rights and remedies available under Applicable Laws, equity and under this Agreement including to seek specific performance of this Agreement and/or claim damages.

30.9 Assignment

30.9.1 The Developer with prior written consent of the Society, shall be entitled to assign its rights and obligation under this Agreement to any entity and/or company

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(Society)

Treasurer

(Developer)

and/or firm wherein holding company of the Developer has a Control over such entity and/or company and/or firm. The Developer and the assignee shall execute and register a Deed of Adherence with the Society for the purpose of this Clause, the term "Control" shall have the meaning as ascribed to it under Section 2(27) of the Companies Act, 2013.

30.9.2 It is agreed that the present promoters of the Developer shall always be responsible for the completion of the Project.

31 DISPUTE RESOLUTION, ARBITRATION AND JURISDICTION

- 31.1 This Agreement shall be governed by, and construed in accordance with, laws of India.
- 31.2 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation or breach, between the Parties, then the Parties shall attempt to resolve the same in good faith, failing which such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996, as in force on the date hereof or any subsequent amendment thereof.
- 31.3 The seat and venue of arbitration shall be at Mumbai and the language of the arbitration proceedings shall be English.
- 31.4 The arbitration shall be conducted by a sole arbitrator mutually appointed by both the Parties.
- 31.5 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.

32 TAXES

Each Party shall be liable to bear, pay and discharge their own respective Income Tax and all other direct and indirect taxes and liabilities, arising in respect of the monies and other benefits received and receivable by them respectively under and/or in pursuance of this Agreement and none of them shall be liable to bear or pay the others' liabilities.

33 PERMANENT ACCOUNT NUMBER (PAN)

PAN of the Parties hereto as under:

Name	Details
Society	AAAAK0697E
Developer	AAKCT6747Q

34 GENERAL BODY AUTHORISATION

By a Notice dated 1st March, 2025, the Society called for a special general body meeting *inter alia* for accepting the terms of the Agreement. By the aforesaid Notice, Members were also intimated that a draft of this Development Agreement has been kept available for inspection by the Members at the office of the Society for a period of 15 (fifteen) days, i.e., from 1st March, 2025 to 15th March, 2025. A special general body meeting of the Society was held on 16th March, 2025, wherein the Members have given their express consent to the Chairman, Secretary and Treasurer of the Society respectively, to execute this Development Agreement under a Resolution dated 17th March, 2025. A copy of the aforesaid Resolution dated 17th March, 2025 is annexed hereto as **Annexure 15**.

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

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(Society)

Treasurer

(Developer)

FIRST SCHEDULE
(Description of the Land)

All those pieces and parcels of lands bearing C.S. No 1/1231 and C.S. No 1/1230 and 2/1230 and Final Plot No 565 of Town Planning Scheme III of Mahim Division, admeasuring 14,600.45 square meters, situate, lying and being at Mahim, junction of MMC Road No 2 and Mori Road, District Mumbai City, Mumbai – 400 016 and bounded as under:

On and towards North : Mori Road
 On and towards East : F.P. Nos. 560 TO 563 of T.P.S. – III, Mahim Division
 On and towards West : Prof. Ram Panjwani Marg
 On and towards South : F.P.NOS. 566(A), 566 (BI), 566 (B2), 567 (B) & 557 of T.P.S.– III, Mahim Division

SECOND SCHEDULE
(Description of the Building)

Building Nos	Wing	No. of residential flats
1	-	8
2	-	8
3	-	8
4	-	8
5	-	8
6	A	8
	B	8
7	-	8
8	-	8
9	A	8
	B	8
10	A	8
	B	8
11	A	8
	B	8
12	A	8
	B	8
13	A	8
	B	8
14	A	8
	B	8
15	A	8
	B	8
16	A	8
	B	6
	C	8
17	-	7
18	-	14
19	A	8
	B	8
20	A	12
	B	12
TOTAL		267

Chairman

Secretary
(Society)

Treasurer

(Developer)

SIGNED AND DELIVERED
By the within named "**Society**"
KUMARI JETHI T SIPAHIMALANI CO-OPERATIVE
HOUSING SOCIETY LIMITED

)
)
)
)

through its **Chairman Captain M.S. Virdi**

)

Thumb Impression	Photograph
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Its **Secretary Mr Kumar Darira**

)

Thumb Impression	Photograph
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Its **Treasurer Dr Rajesh Gokani**

)

Thumb Impression	Photograph
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Authorised to execute this Agreement by a Resolution
Passed by the General Body of the Society in its meeting
held on 16th March, 2025

)
)
)

in the presence of...

)

1.

2.

Chairman

Secretary
(Society)

Treasurer

(Developer)

SIGNED AND DELIVERED
By the within named "**Developer**"
TEN X REALTY WEST LIMITED
through **Mr Harmohan Sahni**
its Authorised signatory
Authorised *vide* Board Resolution dated 25 April 2024

)
)
)
)
)
)

in the presence of...

- 1.
- 2.

Thumb Impression	Photograph
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Chairman

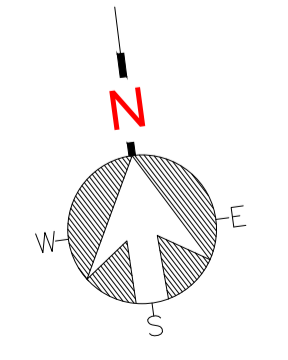
Secretary
(Society)

Treasurer

(Developer)



EXISTING LAYOUT



ANNEXURE 2 – PART I

EXISTING CARPET AREA OF RESIDENTIAL FLATS (AS PER SURVEY) AND DETAILS OF GARAGES

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
1	1/1	SMT. GEETANJALI P. CHANDIRAMANI & SMT. NALINI M SAWNANI	714
2	1/2	MR. MANOJ R. THAKUR	720
3	1/3	SMT. ANJU THAKUR MALKANI	742
4	1/4	SHRI. RAM K. HARDASANI & SAVITA RAM HARDASANI	742
5	1/5	SHRI. DHARMU D. JASHNANI	735
6	1/6	SHRI MOHAN MANBODH SINGH	741
7	1/7	SHRI. DEVIDAS SAJNANI & SMT. VANITA D. SAJNANI	735
8	1/8	SHRI GUL MALAKANI	741
9	2/1	MISS AJANTHA PRAKASH RAO & SMT. SARABJIT PRAKASH RAO (A.MEM)	725
10	2/2	SMT. AMARJIT KAUR SURI	719
11	2/3	SHRI. PRAKASH V. RAO	743
12	2/4	DR. MRS.MANJARI M. SHINGNAPURKAR & DR. MAHENDRA	741
13	2/5	MRS.POOJA V. BALWANI.	741
14	2/6	MRS.POOJA V. BALWANI	741
15	2/7	SHRI.TAROON V. JAGTIANI	739
16	2/8	SHRI.BHAGWANDAS G. SAJNANI & SHRI NEERAJ B. SAJNANI	740
17	3/1	SHRI RAVI SHASTRI & DEEPIKA SORABJEE SMT. LAXMI SHASTRI (A. MEM.)	731
18	3/2	SMT. PRIYA V. JHAM	733
19	3/3	SHRI HARESH B. GIANCHANDANI	735
20	3/4	SHRI PRANAY V. JHAM	733
21	3/5	SMT. SHEILA K. SADARANGANI & SMT. JYOTI BHOJWANI	742
22	3/6	SHRI. KABIR G. SADARANGANI	738
23	3/7	SHRI AVINASH KHATANHAR	736

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
24	3/8	SMT.SWATI SUSHIL KUMAR MS.AVANTIKA VINOD DHANJANI & SHRI ANIL DHANJANI	735
25	4/1	SHRI HITESH GOPAL MIRANI, SHRI GOPAL V. MIRANI (ASSO.MEM.)	718
26	4/2	MR .AJAY D. MADNANI	722
27	4/3	SMT. MEENA ASHOK DARIRA	741
28	4/4	SMT. KAVITA G. CHANDIRAMANI SHRI VIJAY GULAB. CHANDIRAMANI	741
29	4/5	SHRI SUMEET A. LAL	732
30	4/6	SMT. PRIYA K. DASWANI	736
31	4/7	SMT. RADHIKA R. WALAWALKAR	738
32	4/8	SHRI SATISH V. POWAR	741
33	5/1	SHRI HEMANT D. LAKHIANI	721
34	5/2	SHRI PRAKASH P. LAKHIANI SMT. KRITI P. LAKHIANI (ASSO MEM)	718
35	5/3	DR.SHRI SURENDRA SINGNAPURKAR & SMT.DR.PRIYA S. SHINGNAPURKAR	737
36	5/4	MS.MEETALI DASGUPTA	734
37	5/5	SHRI VARUN R. JHAVERI	740
38	5/6	SHRI. MUKESH ISHWARLAL DASWANI & SMT. RITIKA M DASWANI	741
39	5/7	SMT. NIRMALA P. CHANDRAN	741
40	5/8	SMT. MEENAKSHI D.DURAPHE & SHRI DNYANESHWAR J. DURAPHE	739
41	6A/1	SHRI VITHALBHAI. D. CHOTALIA & SHRI VALLABHBHAI D CHOTALIA CHETANKUMAR CHOTALIA [ASSO MEM]	721
42	6A/2	MS. MEGHNA S. THAKUR	785
43	6A/3	SHRI JAGDISH CHAWLA	776
44	6A/4	SHRI RATNAKAR L. CHAWLA & SHRI LAXMAN G. CHAWLA	774
45	6A/5	SHRI AJIT MADHAV DALVI	779
46	6A/6	SHRI MOHIT ISHWAR DEVJANI	784
47	6A/7	SHRI RAMESH T. AMLANI & SMT. BEENA R AMLANI	773

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
48	6A/8	SHRI ASHOK G. KHIANI	780
49	6B/1	SHRI SUNNY M. LAKHIANI & SHRI HARESH M. LAKHIANI MOHAN V LAKHIANI [ASSO MEM]	698
50	6B/2	SHRI LALITH M. PAMNANI	726
51	6B/3	SMT. ANJU B. CHAINANI & SMT. POOJA B. CHANDELE	740
52	6B/4	SHRI MOTI TOLANI	705
53	6B/5	SMT. AMARJIT KAUR SURI	746
54	6B/6	SHRI RATAN A. BHAVNANI	700
55	6B/7	SHRI MANMOHAN SINGH SURI	739
56	6B/8	SMT. AMARJIT KAUR SURI, SHRI MANMOHAN SINGH SURI, SHRI BHAVNEET SINGH SURI	700
57	7/1	MR. HARESH KUMAR MOHAN LAKHIANI & VIDYA MOHAN LAKHIANI MR. MOHAN C.LAKHIANI (ASSO MEM.)	744
58	7/2	SHRI.HARVINDERSIGH V. GANDHI & SMT.NATASHA H. GANDHI	866
59	7/3	SHRI PRASAD V. ACHAREKAR	848
60	7/4	SMT. KAVITA S. SHARMA	923
61	7/5	SMT. REENA P. ACHAREKAR	826
62	7/6	SMT.BHAVNA M. UTTAMCHANDANI	923
63	7/7	MISS.HEERU D. BHOJWANI	793
64	7/8	SHRI JUGAL K. ASWANI & SMT. DISHA J. ASWANI	924
65	8/1	SMT.KANTA A. BHATIA SHRI ATMA S. BHATIA (ASSO. MEM.)	740
66	8/2	SHRI.SUDHIR WAGH SHRI.AVINASH R. WAGH (ASSO.MEM.)	865
67	8/3	SHRI. ASHOK K. MUKHI & JAIKISHAN MUKHI	778
68	8/4	SHRI.CHANDRU CHAWLA, SMT.PREANA CHANDIRAMANI & SMT.KAVITA CHAWALA	905
69	8/5	SMT. KAMLA H. RAJANI RAJ H RAJANI [ASSO MEM]	805
70	8/6	KUMARI JETHI T. SIPAHIMALANI CHARITABLE TRUST	908

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
71	8/7	DR. RAJESH G. GOKANI & SMT. MINAL R. GOKANI	813
72	8/8	SHRI INCHIPARAMBAN KEVIN JAMES SMT. NIMI TERESA CHACKUNNY	898
73	9A/1	PRAKASH MANIK WADHWANI , MISS RAKHEE M. WADHWANI & SAVITA M. WADHWANI	653
74	9A/2	MR. PREM L.BHATIA	687
75	9A/3	SMT. KIRAN CHANDAN KHANNA	684
76	9A/4	MR. NIKHIL MUNGE & SURESH MUNGE	716
77	9A/5	SMT.NATASHA H. BELANI & SHRI HASHU H. BELANI	680
78	9A/6	MR. ANOOP R. ASRANI & MRS.VINISHA A. ASRANI	717
79	9A/7	SMT. PUSHPA L. THADANI & SHRI HARESH N. THADANI	675
80	9A/8	SHRI AJAY P. ASRANI & SMT. AARTI A. ASRANI.	716
81	9B/1	SHRI.KUMAR L. THADANI	659
82	9B/2	MS. ANITA T. DADLANI	693
83	9B/3	SMT. RENUKA MOTI JHANGIANI	678
84	9B/4	SHRI SHYAM R. KARANI	715
85	9B/5	SMT. POONAM VASHDEV SAJNANI	676
86	9B/6	SHRI. KISHIN T. MULANI SHRI.GHANSHYAM R.MULANI	715
87	9B/7	SMT.MILAN M. KAMAT & MISS. MANASI M. KAMAT SHRI MANOHAR B. KAMAT (ASSO.MEM)	678
88	9B/8	SHRI. JOHNITOOP VAZHAPILLY	715
89	10A/1	SHRI GIRISH H. LALWANI	656
90	10A/2	SHRI. ARUN RAMCHAND ASRANI	689
91	10A/3	SHRI.MANOJ JAGTIANI	681
92	10A/4	SMT.SARITA S ALREJA & SHRI SAATISH R ALREJA	721
93	10A/5	SHRI V. D. CHOTALIA & SMT. KANCHAN CHOTALIA, SHRI TEJAS CHOTALIA (ASSO.MEM.)	681
94	10A/6	SMT.KANCHI A. BHAGTANI & SHRI. KUNJ BHAGTANI	721

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
95	10A/7	SHRI.VINOD G. MIRPURI	676
96	10A/8	SMT.ANJU RAJESH SANGTIANI, SHRI VINOD ASNANI, MRS. SALONI ASNANI DIVECHA & SHRI. RAJESH SANGTIANI	715
97	10B/1	SHRI.GOPAL N KARNANI, SHRI KUMAR R. DARIRA (ASSO.MEM.)	649
98	10B/2	SHRI.TAJINDER VIJINDER SINGH GANDHI	689
99	10B/3	SHRI SHAMSHER BARELLIA & SHARAT BARELLIA	686
100	10B/4	SMT. BEENA H. GIDWANI & SHRI DALIP H. GIDWANI	727
101	10B/5	GENERAL INSURANCE CORPORATION OF INDIA	682
102	10B/6	SMT. JUNEY XAVIER & SHRI EUGENE NIGELL XAVIER	732
103	10B/7	SMT. MAYA H. BHATIA	686
104	10B/8	SHRI KUMAR R. DARIRA	732
105	11A/1	SUNITA RAMCHAND PUNJABI	643
106	11A/2	SMT. VEENA J. LALWANI, SHRI BHARAT MANOJ LALWANI (A.M.)	599
107	11A/3	SHRI. PRAVIN K. THADHANI	654
108	11A/4	SHRI RAVI K. DARIRA & SMT SHAKUNTALA K. DARIRA	535
109	11A/5	MRS.NALINI M. SAVNANI & MR. MAHESH M SAVNANI	658
110	11A/6	SMT. SHEFALI D. LULLA	534
111	11A/7	SHRI.MALCOLM F. ANJIRBAG & SMT. SHARU M. ANJIRBAG	658
112	11A/8	SHRI UJWAL N. DIGASKAR & SMT. HEMLATA DIGASKAR	535
113	11B/1	SMT. NISHA H. LALWANI, SHRI HARESH R. LALWANI & SHRI DHIRAJ H. LALWANI	644
114	11B/2	SHRI MUKESH D SHAH, SHRI PRATIK M SHAH [ASSO MEM]	585
115	11B/3	SMT. NISHA RAJAN GANGLANI	657
116	11B/4	MS ANITA KRISHNAN, ARUN KRISHNAN, ASHOK KRISHNAN, & ASHA RAVJAN	533
117	11B/5	SHRI NARESHKUMAR ADNANI	648
118	11B/6	SMT. INDU SUNDER JAGTIANI SMT. BHAVNA S. JAGTIANI (ASSO.MEM)	536

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
119	11B/7	SMT. SUNITA SUNIL PHERWANI & SHRI SUNIL J. PHERWANI	648
120	11B/8	SHRI SUNIL GODWIN LOBO & MS. JOANNE SIMON LOBO (ASSO.MEM.)	537
121	12A/1	SMT. ANJALI B.ASWANI	693
122	12A/2	SMT. PRAMILLA ADVANI KRIPALANI & SHRI NISHANT VINIT STORE	728
123	12A/3	MR SUNIL M CHUGANI & MR.VISHAL SUNIL CHUGANI	750
124	12A/4	SMT.VANDANA ASHOK POTNIS & SHRI ASHOK R POTNIS	750
125	12A/5	SHRI AMIT GIRISH GADKARI	759
126	12A/6	SHRI LAL M. MALKANI	750
127	12A/7	SHRI MANJIT SINGH VIRDI & SHRI VIKRAMJIT SINGH VIRDI (A.M)	759
128	12A/8	SHRI SUNDER T. JAGTIANI & SMT. ARCHANA S. JAGTIANI (A.M.)	750
129	12B/1	SMT.SURINDER KAUR VIRDI & MISS MINI SINGH VIRDI	694
130	12B/2	SMT. ASHA CHAND PUNJABI	768
131	12B/3	SMT. SHAKUNTALA K. DARIRA & SHRI RAVI KUMAR DARIRA (A.M.)	736
132	12B/4	SHRI SUNIL S. KRIPALANI & SMT. KARISHMA S. KRIPALANI (A.M.)	765
133	12B/5	DR.(MRS.)KAVITA R. HARCHANDANI	739
134	12B/6	SHRI RAKESH S. TALWAR & MR. SANDEEP TALWAR (ASSO.MEM)	763
135	12B/7	SHRI HARPREET KAUR VIRDI & MISS VEERA SINGH VIRDI (ASSO.MEM)	750
136	12B/8	SHRI TARUN K. KINGER & SMT. DEEPIKA T. KINGER	765
137	13A/1	SMT. POONAM, SAMYUKTA GULATI & SHRI RAKESH GULATI	687
138	13A/2	SMT. VANDANA R.RELWANI HARESH R LALWANI [ASSO MEM]	720
139	13A/3	SHRI PAWANKUMAR V. ASNANI & SHRI AMITKUMAR V. ASNANI	748
140	13A/4	SHRI NARAIN LALCHAND THAKUR	741
141	13A/5	KUM. VASANTI M. ADVANI	748
142	13A/6	SHRI SANJAY K. ADVANI & SHRI KETAN CHOTALIA (A.MEM.)	744
143	13A/7	SMT. HARPREET KAUR VIRDI	760
144	13A/8	SMT. NEELU CHANDRA BHATIA	749

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
145	13B/1	SHRI AMARDEEP MEHER & SMT. AARTI MEHER	699
146	13B/2	SHRI ASHWIN K. ADVANI & SHRI SANJIV K. ADVANI	769
147	13B/3	SMT. BARKHA J. KHUSHALANI	751
148	13B/4	SHRI JITENDRA R. PUNJABI & SMT. SUSHMA J. PUNJABI	760
149	13B/5	SHRI KRISHEN T SIPPY & SMT. SHOBHA K. SIPPY (A.M.)	745
150	13B/6	SHRI ANIL T. CHAWLA & SMT. NEHA ANIL CHAWLA (A.M.)	760
151	13B/7	SHRI VIKRAM VIRDI, SMT. SURINDER, SHRI MANJIT SINGH VIRDI	756
152	13B/8	SMT. RACHNA K. CHANDIRAMANI & SHRI KISHORE G. CHANDIRAMANI	757
153	14A/1	SHRI MAHESH P. JASHNANI	698
154	14A/2	SMT. RENU I. ANANDANI & SHRI ISHWAR M. ANANDANI	488
155	14A/3	SMT. NEELU CHANDRA BHATIA	710
156	14A/4	MS RITA C.SHAHANI	522
157	14A/5	SMT.MEHEK IDREJIT CHAWLA & MAST. SAURAV IDERJIT CHAWLA (MINOR)	709
158	14A/6	SMT. NISHA H. LALWANI, SHRI HARESH R. LALWANI	519
159	14A/7	SMT. SAPNA N. JAGTIANI, SHRI NARESH MOHAN JAGTIANI [A.M.]	710
160	14A/8	SMT. SAPNA N. JAGTIANI	524
161	14B/1	DR.PRAVIN B.SEHGAL	643
162	14B/2	SHRI MANOHAR DEEPCHAND CHHABRIA	510
163	14B/3	SHRI RAVI L. ADVANI, SHERIN ADVANI (ASSO.MEM.)	705
164	14B/4	MS ROMA RAMESH BACHANI & MRS DIKSHA RAMESH BACHANI	535
165	14B/5	SMT. JOLLY VERGHESE & SHRI ANDREW D'SOUZA, SMT. JENNY D'SOUZA (ASSO.MEM.)	700
166	14B/6	SHRI SAINATH P. CHAWLA	536
167	14B/7	SHRI PESHWA ACHARYA & SMT. SUMITA ACHARYA, MR.UPAMANYU ACHARYA [A.M.]	708
168	14B/8	SHRI RUDOLPH ALMEIDA & SMT. ANNIE ALMEIDA	536

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
169	15A/1	MR.MITESH GOVIND GOKANI	672
170	15A/2	SHRI PRAKASH K. CHHABRIA, SMT. NISHA P. CHHABRIA (A.M.)	534
171	15A/3	SHRI PRAKASH G. WADHWANI	702
172	15A/4	SMT. AMRITA M.OTI BHAWNANI, MR. HITESH MOTI BHAWNANI	567
173	15A/5	SMT. POOJA KISHORE MELWANI	698
174	15A/6	SMT. SEEMA R. SAINANI	550
175	15A/7	SMT. ADITEE AMIT RELE & SHRI AMIT ARVIND RELE	703
176	15A/8	SHRI GAURAV SANTOSH SHARMA, TANUSHRE ASHOK SHARMA & ANKIT SANTOSH SHARMA	550
177	15B/1	SHRI VIJAY N. SANBHWANI	644
178	15B/2	MR. SUSHANT ANILKUMAR AGARWAL, MR .ANIL KUMAR AGRAWAL	543
179	15B/3	SHRI DEVIDAS P. SAHIJWANI & SHRI GOPI SAHIJWANI	700
180	15B/4	SMT. KUNDA C .LALWANI	561
181	15B/5	SHRI. DEEPAK R.CHUGANI, DR.HANSA CHUGANI (A.M)	704
182	15B/6	SHRI. SURESH V. PUNJABI	559
183	15B/7	MR.SHYAM MANU DASWANI	700
184	15B/8	SMT. SUNITA C. BHATIA	561
185	16A/1	SHRI MOTI TOLANI, MRS YASHIKA TILWANI (A.M.)	266
186	16A/3	SMT. VARSHA KARAMCHANDANI, SHRI BRIAN PERARA (ASSO.MEM)	646
187	16A/4	SHRI SUNIL G. VASWANI , SHRI RAMESH G. VASWANI, SMT. HALIMA (A.M.)	571
188	16A/5	SHRI ARVIND L. LAKHIANI	636
189	16A/6	SHRI GIRISH H. LALWANI, SIDDHANT G LALWANI [A.M.]	574
190	16A/7	SMT.VINITA ANIL VAZIRANI, SHRI ANIL M. VAZIRANI (A.M.)	636
191	16A/8	SHRI ANIL M. VAZIRANI, SMT.VINITA ANIL VAZIRANI	574
192	16B/1	SMT. GUNJAN REGE KARKERA	687
193	16B/2	SHRI RAMESH T. THAKUR, MANOJ R. THAKUR (ASSO.MEM.)	575

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
194	16B/3	SHRI VIKASH V. GIANCHANDANI & SHRI AJAY V. GIANCHANDANI	665
195	16B/4	SHRI SURESH B TALREJA	575
196	16B/5	SMT. JUHI P. MUKHERJEE	685
197	16B/6	SHRI NANDLAL K. MATAI, SHRI VINOD MATAI (ASSO.MEM.)	575
198	16C/1	SHRI ROHIT RAJANI, LAXMI G RAJANI [A.M.]	451
199	16C/2	SHRI KISHORE M. MEHRA & SMT. PUSHPA M. MEHRA	431
200	16C/3	SMT. SANGEETA D. GADA & SHRI BHAVIN DHIRUBHAI GADA	444
201	16C/4	SMT. VEENA JAGDISH MIRPURI, SHRI RAJ J. MIRPURI	431
202	16C/5	SHRI PRAMOD M. SAKHALKAR	446
203	16C/6	MISS INDRA G. PUNWANI	431
204	16C/7	SHRI SURESH SHARMA & SHRI DEVESH SHARMA	446
205	16C/8	SHRI KISHIN G. DEMBLA & SMT. RADHIKA K. DEMBLA	431
206	17/1 + 17/2	SETH VASANTHMAL D CHARITABLE TRUST	1,454
207	17/3	SHRI PRAKASH P. LAKHIANI , SMT.RADHA LAKHIANI (ASSO.MEM.)	745
208	17/4	SMT. MANJU ARVIND LAKHIANI	751
209	17/5	SHRI JITENDRA A. RAISINGHANI	745
210	17/6	SMT.ANU MANSOOB HAIDER	751
211	17/7	SHRI T. M . SHAHANI	745
212	17/8	SHRI ASHOK G THAKUR & SHRI RAJESH G. THAKUR	744
213	18/1	SHRI.RAJESH G.CHAWAN &SMT.SMITA R.CHAWAN	295
214	18/2	SMT. KAVITA M.TOLANI, MR KUNAL M TOLANI [A.M.]	362
215	18/3	SHRI SHRIKANT S. SHIVDASANI	954
216	18/4	SHRI SANTOSH R. NIMKAR & SMT. KAVITA S. NIMKAR	901
217	18/5	SMT.CHAMPA BHAGWAN VAGHNANI, SHRI PRAKASH B. VAGHNANI & SMT. SAVITA MEHTA	828
218	18/6	SMT. RENEY M. PARAKH, SMT. LAXMI G. RAJANI (ASSO. MEM.)	353

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
219	18/7	SMT. KANTAA B. ADVANII	962
220	18/8	SHRI SAMUDRA SEN	908
221	18/9	SHRI ARJUN H. BAJAJ & SMT. MONA A. BAJAJ	824
222	18/10	SMT. INDRA PUNWANI	353
223	18/11	SMT. AARTI KARAMCHANDANI & SHRI SANJEEV KARAMCHANDANI	954
224	18/12	SMT.SALONEE HANSPAL & SHREE AMARPREET HANSPAL, MS NITI HANSPAL (A.M)	903
225	18/14	SMT. DEEPIKA J. LOBO & SHRI SUNIL G. LOBO	827
226	18/15	SHRI SUNIL G. LOBO	361
227	19A/1	SMT. KRISHNA C KRIPALANI	654
228	19A/2	SMT. BARKHA G. LALWANI & SHRI GIRISH LALWANI, PRITHVI G LALWANI [ASSO MEM]	607
229	19A/3	SMT. MORBAI VASWANI & SMT. BHOJIBAI VAGHNANI	664
230	19A/4	SHRI LAL.K. MAKHIJANI, SMT. LEENA LAL MAKHIJANI (A.MEM)	555
231	19A/5	SHRI VIJAY B. MALKANI, SMT. SNEHA V. MALKANI (A.MEM.)	666
232	19A/6	SHRI VIKRAM B. MALKANI	554
233	19A/7	SMT. RAJU C JAISINGHANI	666
234	19A/8	SMT. JYOTI PURSHOTTA M. GIDWANI	557
235	19B/1	MS NIRMALA JOSEPH,SHRI MOHAN JOSEPH	650
236	19B/2	MRS.NISHA HARESH LALWANI	607
237	19B/3	MS. MOOMAL KAPIL KHEMANI & SMT.ASHA CHAND PUNJABI	663
238	19B/4	SMT.KAMLA S.ADVANI	555
239	19B/5	SHRI CHANDU B. SHAH, SHRI PARIN CHANDU SHAH (A.MEM.)	664
240	19B/6	SHRI MOTI P.TOLANI	557
241	19B/7	SMT. NEETA D. GUPTA	664
242	19B/8	SMT.GONSALVES GINELLE, SMT. SAVITA ADELA D'SOUZA (A.M.)	557

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
243	20A/1	SHRI RAJESH G. CHAWAN	727
244	20A/2	SMT. PANCHALI S.UPADHYA & SHRI SAIKET UPADHYA	826
245	20A/3	SHRI DEVJI M. CHOTALIA	828
246	20A/4	SHRI DEEPAK RAJ TALWAR	750
247	20A/5	SHRI AVINAASH P. BODWAANI	805
248	20A/6	SHRI PRAKASH H. BODWANI & SMT. JAYSHREE G. DEMBLA	846
249	20A/7	SHRI AMEYA P. SAKHALKAR & SMT. NEELA P. SAKHALKAR	754
250	20A/8	SMT. MERLYN MENEZES	809
251	20A/9	SHRI AKSHAY VIJAY WADHWA	846
252	20A/10	SHRI PREM K.CHHABRIA, SHRI PRAKASH K .CHHABRIA & SMT. SUNITA N. CHHABRIA	756
253	20A/11	DR. SMT. ASHA ADVANI & SHRI SHAILESH M. ADVANI	811
254	20A/12	SHRI VIJAY M.WADHWA	845
255	20B/1	SHRI SARABJIT PRAKASH RAO , SHRI PRAKASH RAO (ASSO.MEM)	726
256	20B/2	SMT. SANGEETA R.	827
257	20B/3	SHRI RAJIV S MATHUR & MANJULA S MATHUR	824
258	20B/4	SMT. KAUSHALYA L CHAWLA	755
259	20B/5	SHRI SHARAN K. ANANDANI & SMT. HANEETA R.SHENOY	807
260	20B/6	SHRI ROHIT D. JUNNARKAR	847
261	20B/7	SMT. MEENA M. BHAMBHWANI, SHRI PRAKASH ISSARDAS KHEMANI, SHRI MOHAN BHAMBHWANI (A.MEM)	755
262	20B/8	SHRI RAJU G. DEMBLA & SHRI. KISHAN G. DEMBLA	802
263	20B/9	NICKY ONYL ADVANI, KOMAL G. PUNJABI	846
264	20B/10	SMT. MINAL DEEPAK PUNJABI	753
265	20B/11	SHRI.SURESH RAMCHAND DARIRA	807
266	20B/12	SHRI ROSHAN, SHRI SURESH R. & SMT. LATIKA S.DARIRA	847
		TOTAL OF MEMBER FLATS = A	1,86,095 SQ. FT.

SOCIETY OCCUPIED FLAT			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
1	16A/2	SOCIETY (SOCIETY OFFICE)	345
		TOTAL OF SOCIETY OCCUPIED FLATS = B	345 SQ. FT.

GRAND TOTAL = A + B			1,86,440 SQ. FT.
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ANNEXURE 2 – PART II

EXISTING CARPET AREA OF SHOPS

TENANTED SHOPS			
SR. NO.	SHOP NO.	NAME OF TENANT	EXISTING CARPET AREA IN SQ. FT.
1	SHOP 1	POST OFFICE	216
2	SHOP 2	POST OFFICE	216
3	SHOP 3	POST OFFICE	216
4	SHOP 4	PUSHPABEN C SHAH & PARIN C. SHAH	397
5	SHOP 5	CHANDU B. SHAH & PUSHPA C.SHAH	195
6	SHOP 6	POOJA V BALWANI	162
7	SHOP 7	MAVJI R GALA & ZAVERBEN M. GALA	171
8	SHOP 8	ROSHANI H KHATTER & DEEPAK H KHATTER	207
9	SHOP 9	MOMIN P.SHAIKH & HAFIZ FULWAR IDRISI	199
10	SHOP 10	RAJKUMAR L PAHUJA & JAYA R PAHUJA	163
11	SHOP 12	SUMAN MUKESHKUMAR JAIN & MUKESHKUMAR JAIN	176
12	SHOP 13	DR. RAJESH GOKANI & MINAL GOKANI	212
13	SHOP 14	N.D.CHOTALIA & D.D.CHOTALIA	234
14	SHOP 15	N.D.CHOTALIA & D.D.CHOTALIA	233
15	SHOP 16	SHAMSUNDER CHIMANLAL DUA	582
		TENANTED SHOPS TOTAL = A	3,578 SQ. FT.

SOCIETY OCCUPIED SHOPS			
SR. NO.	SHOP NO.	NAME OF OWNER	EXISTING CARPET AREA IN SQ. FT.
1	SHOP 11	SOCIETY (KOTAK BANK ATM)	178
2	LIBRARY	SOCIETY (LIBRARY)	1,117
		SOCIETY OCCUPIED SHOPS TOTAL = B	1,295 SQ. FT.

GRAND TOTAL = A + B	4,873 SQ. FT.
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ANNEXURE 2 – PART III

GARAGES

GARAGES				
SR. NO.	GARAGE NO.	NAME OF OWNER	FLAT NO.	NUMBER OF GARAGES
1	G - 1	SOCIETY		1
2	G - 2	SOCIETY		1
3	G - 3	SHEELA N CHABLANI	2/5	1
4	G - 4	BHAGWANTI WADHWA	20A/12	1
5	G - 5	SURINDER KAUR VIRDI	12B/1	1
6	G - 6	RAVI SHASTRI	3/1	1
7	G - 7	SOCIETY		1
8	G - 8	SOCIETY		1
9	G - 9	SOCIETY		1
10	G - 10	SOCIETY		1
11	G - 11	SOCIETY		1
12	G - 12	SOCIETY		1
		TOTAL		12

Kumari Jethi T. Sipahimalani Co-operative Housing Society Limited

Regd. Office : JETHIBEN COLONY, F.P.NO.565, MORI ROAD, MAHIM, MUMBAI-400016.

Date: 01.11.2023

Our Ref. No. JBCI

Date :

MINUTES

The Special General Body meeting of Kumari Jethi T. Sipahimalani CHSL was held on Sunday, 29th October, 2023, at 11.30 a.m. at Banquet Hall, MCA Club, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 to decide on the selection of Developer for Redevelopment Project of our Society.

Managing Committee:

- | | | | |
|---------------------------------|---------------|-------------------------------------|------------------|
| 1. Shri M. S. Virdi | - Chairman | 2. Shri Kumar R. Darira | - Hon. Secretary |
| 3. Dr. Rajesh Gokani | -Treasurer | 4. Shri Suresh Darira | - Comm.Member |
| 5. Shri Bodwaani Prakash | -Comm. Member | 6. Shri Ajay Asrani | - Comm.Member |
| 7. Smt. Laxmi G. Rajani | -Comm. Member | 8. Ms. Kantaa Advanii | - Comm.Member |
| 9. Shri Anil Chawla | -Comm. Member | 10. Shri Prasad Acharekar | - Comm.Member |
| 11. Shri Mukesh D. Shah | -Comm. Member | 12. Shri Shrikant Shivdasani | - Comm Member |

The meeting was attended by the following 2 (two) Authorised Officers of the Dy. Registrar's Office G/North Ward viz: 1. Shri J. W. Chavan – Co-op. Officer Grade – 1
2. Shri Nikhil Khochare – Assistant Co-op. Officer

The total number of Society Members is **266** and the minimum quorum which was required for the Special General Body Meeting to be held for Redevelopment of the Society, under section 79A of MCS Act 1960 was **178**. When the quorum of **200** members was obtained, the Meeting started under videography.

The Authorised Officer of the Dy. Registrar's G/North Ward Office inquired from the Chairman whether the comparative figures of the short-listed developers and the further procedure for Redevelopment Project to be followed have already been informed to the members of the society or not.

The Chairman informed the Authorised Officer of the Dy. Registrar's G/North Ward Office that the same had already been emailed to all members and the information is also on the Society's website.

The Authorised officer of the Dy. Registrar of Co-op. Societies of G/N Ward, requested the Chairman to initiate the proceedings for the selection of the Developer from amongst the short-listed Developers.

The Authorised Officer of the Dy. Registrar's G/North Ward Office circulated blank consent forms to all the members present to fill-in the names of their preferred Developer.

After the forms were filled up by the members, the same were collected and presented to the Authorised Officer of the Dy. Registrar G/North Ward Office for counting.

Contd.....2

Kumari Jethi T. Sipahimalani Co-operative Housing Society Limited

Regd. Office : JETHIBEN COLONY, F.P.NO.565, MORI ROAD, MAHIM, MUMBAI-400016.

Our Ref. No. JBCI

: 2 :

Date :

As this point few members raised the issue that their Aadhar Card was not checked at the entry point of the Banquet Hall.

The Authorised Officer of the Dy. Registrar G/North Ward Office requested the members to produce their Aadhar Card to him one by one and the same was tallied with the filled up Consent Forms of the members. The entire procedure was carried out by the Authorised Officer of the Dy. Registrar G/North Ward Office and found to be in order.

The Authorised Officer of the Dy. Registrar's G/North Ward Office began the counting of the members votes, and after having recounted the votes, presented the final result to the Chairman to announce.

The results announced by the Chairman in the presence of Authorised Officer of the Dy. Registrar's G/North Ward Office were as follows :

1. Ashar Ventures - 09 Votes
2. Puravankara Ltd. - 78 Votes
3. Raymond Realty (Ten X) - 113 Votes

Accordingly, Raymond Realty (Ten X) was appointed as the final selected Developer for the Redevelopment Project of our society and the following resolution was passed :

“Resolved that M/s. Raymond Realty (Ten-X) be and is hereby appointed as a preferred Developer for the Redevelopment Project of Kum. Jethi T. Sipahimalani CHSL. Following procedures for the above shall be as per the provisions of law and section 79A of the MCS Act 1960.”

The authorised representative of M/s. Raymond Realty (Ten-X) gave his letter of Approval for undertaking the Redevelopment Project of Kum. Jethi T. Sipahimalani CHSL to the authorised officer of the Dy. Registrar's G/North Ward Office

The meeting ended with a vote of thanks to the Chair.

**For and on behalf of the Managing Committee
Kum. Jethi T. Sipahimalani CHSL**



Hon. Secretary



Chairman



-: महाराष्ट्र शासन :-

उपनिबंधक, सहकारी संस्था, जी/एन विभाग, मुंबई

कार्यालय - मल्होत्रा हाऊस, ६ वा मजला, जी.पी.ओ. समोर, फोर्ट, मुंबई ४०० ००९

Email ID - gnwardmumbai@gmail.com

जा.क्र.मुंबई/उपनि/जी-एन/बी-४/ना-हरकत दाखल/११८१/२०२३

दिनांक - ०३/११/२०२३

प्रति,

चेअरमन / सेक्रेटरी,

कुमारी जेठी टी. सिपाहीमलानी को-ऑप हौसिंग सोसायटी लि.,

जेठीबेन कॉलनी, एफ.पी. नं ५६५, मोरी रोड,

माहिम (प), मुंबई ४०० ०१६.

विषय :- संस्थेच्या इमारत पुनर्विकास अनुषंगाने पारित ठरावास मान्यता देण्या बाबत.

संदर्भ :- १) शासन निर्णय क्रमांक :- सगृयो२०१८/प्र.क्र.८५/१४-स दि. ०४/०७/२०१९.

२) कुमारी जेठी टी. सिपाहीमलानी को-ऑप हौसिंग सोसायटी लि., या संस्थेचा दिनांक ०६/०९/२०२३ रोजीचा प्रस्ताव (दाखल दिनांक ०६/०९/२०२३).

३) या कार्यालयाचे महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम ७६ अन्वये प्राधिकृत अधिकारी नियुक्ती बाबत दिनांक १८/०९/२०२३ रोजीचे आदेश.

४) या कार्यालयाचे महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम ७६ अन्वये प्राधिकृत अधिकारी अंशतः बदल आदेश दिनांक २७/१०/२०२३.

५) संस्थेचे दिनांक ०२/११/२०२३ रोजी दाखल केलेले पत्र व सहपत्रे.

६) प्राधिकृत अधिकारी यांचा दिनांक ०२/११/२०२३ रोजीचा निरीक्षण अहवाल.

उपरोक्त संदर्भीय विषयाकडे आपले लक्ष वेधण्यात येत आहे.

२/- ज्याअर्थी, कुमारी जेठी टी. सिपाहीमलानी को-ऑप हौसिंग सोसायटी लि., जेठीबेन कॉलनी, एफ.पी. नं ५६५, मोरी रोड, माहिम (प), मुंबई ४०० ०१६ या संस्थेने संदर्भ क्र. १ नुसार इमारत

विकासा संबंधी संदर्भ क्र. २ नुसारच्या पत्रान्वये प्रस्ताव सादर केलेला आहे. सदरच्या प्रस्तावाचे अवलोकन केले असता इमारत पुनर्विकासनाकामी शासन परिपत्रक सगृयो.२०१८/प्र.क्र.८५/१४-स

दि.०४/०७/२०१९ मधील विहित सुचना नुसार आहे. त्या अनुषंगाने या कार्यालयाने संदर्भ क्र. ३ अन्वये विशेष सर्वसाधारण सभेकरीता प्राधिकृत अधिकारी नियुक्ती केली होती. संस्थेने संस्थेची विशेष

सर्वसाधारण सभा दिनांक २९/१०/२०२३ रोजी घेतलेली आहे व सदर सभेत विकासक निवडीचा ठराव बहुमताने पारित केला आहे. याबाबत प्राधिकृत अधिकारी यांनी संदर्भ क्र. ६ अन्वये निरीक्षण अहवाल

सादर केला आहे. संदर्भ क्र. ५ अन्वये संस्थेने सभेचे इतिवृत्त, सभेचे व्हिडीओ छायाचित्रीकरण बाबत सी.डी., सभेत सभासदांनी दिलेले संमती पत्राची प्रत व हजेरी पत्रक सादर केले आहे. संदर्भ क्र. ५

नुसार प्राधिकृत अधिकारी यांचे अहवालाचे अवलोकन केले असता, इमारत मिळकत विकासना बाबतचा ठराव उपस्थित सभासदांनी बहुमताने मंजूर करण्यांत आलेला दिसून येत असून "Raymond Realty

(TenX Realty)" यांची नियुक्ती करण्यांत आलेली आहे, असे निरीक्षण अहवालावरून दिसून येते. सदर नियुक्तीस खालील अटी व शर्तीस अधिन राहुन या कार्यालया मार्फत ना-हरकत देण्यात येत आहे.

१. संस्थेचा पुनर्विकास करतांना महाराष्ट्र सहकारी संस्था अधिनियम १९६०, नियम १९६१ व संस्थेच्या मंजूर उपविधीतील तरतुदीचे पालन करावे.

२. इमारत विकासना संबंधी बृहन्मुंबई महानगर पालिका व इतर संबंधीत प्राधिकारणाकडील नियमांचे पालन करण्यांची जबाबदारी सर्वस्वी संस्थेची राहिल.

३. विकासका कडुन संस्थेला प्राप्त झालेली रक्कम सभासदांना वाटप करतांना उपविधीतील तरतुदी आणि आमसभेतील मंजुर ठरावाचे पूर्णपणे पालन करावे.
४. संस्थेच्या इमारत विकासा बाबत विकासका बरोबर करण्यांत आलेल्या करारपत्रामध्ये उपविधी मधील तरतुदीनुसार वाद सोडविण्यासाठी तरतुद करुन करारपत्र नोंदणीकृत करण्यांत यावे संस्थेच्या इमारत विकासनाबाबत विकासका बरोबर करण्यांत येणा-या करारनाम्यामध्ये खालील बाबींचा समावेश करण्यांत यावा.
५. संस्थेचा पुर्नविकास प्रकल्प पुर्ण करावयाचा कालावधी हा रेरा कायदयातील तरतुदीनुसार विकासक यांना बंधनकारक राहिल.
६. विकासक पुर्नविकास प्रकल्प रेरा कायदयातील तरतुदीनुसार विकासक यांना बंधनकारक राहिल.
७. विकासक पुर्नविकास कालावधी शक्यतो त्यांचे क्षेत्रात प्रकल्प पुर्ण होईपर्यन्त निवासाची पर्यायी सोय उपलब्ध करुन देईल किंवा सभासदांना मान्य होईल असे मासिक भाडे व अनामत रक्कम देण्याची व्यवस्था करील किंवा अशी संक्रमन शिबिरे उपलब्ध करुन देईल.
८. सदरचा करारनामा हा रजिस्ट्रेशन अॅक्ट १९०८ प्रमाणे नोंदणीकृत करण्यांत येईल.
९. संस्थेतील नवीन सभासद हे पुर्नविकास प्रकल्प पुर्ण झाल्यानंतर संस्थेच्या सर्वसाधारण सभेच्या मान्यतेनेच घेण्यांत येतील.
१०. करारनाम्यात देय कारपेट एरियाचा स्पष्ट उल्लेख असावा.
११. इमारत पुर्नविकासासाठी सर्व कायदेशीर मान्यता मिळाल्या नंतरच पुढील कार्यवाही करण्यात येईल.
१२. ज्याच्या ताब्यात सदनिका आहेत त्यांचे हक्क अबाधित राहतील.
१३. पुर्नविकास कामात कोणताही वाद निर्माण झाल्यास तो अधिनियमातील कलम ९१ अन्वये सोडविण्यांत येईल.
१४. रहिवासी दाखल (अॅक्युपेशन प्रमाणपत्र) मिळाल्यावर पुर्नविकास इमारतीतील सदनिकांचे वाटप करतांना शक्य तेथे सध्याचे स्थितीनुसार मजल्यांच्या क्रमाने वाटप करण्यांत यावे व सोडत पध्दतीने सदनिका वितरण करणे आवश्यक झाल्यास, इमारत पुर्ण झाल्यानंतर विकासकाने सदनिकांचे सोडतीची व्यवस्था करावी व त्यावेळी निबंधकाचे प्रतिनिधीच्या उपस्थितीत सोडतीने सदनिका वितरण करुन त्यांचे व्हिडीओ चित्रीकरण करण्यांत यावे.
१५. संस्थेचा कोणीही समिती सदस्य किंवा पदाधिकारी विकासक यांचा नातेवाईक नसावा. महानगरपालिका/सक्षम प्राधिकरणाने मंजुर केलेल्या बांधकामाचे नकाशे परत सर्वसाधारण सभेपुढे माहितीसाठी सादर केले पाहिजेत व जर एखादया सभासदास मान्यताप्राप्त कागदपत्रांची प्रत हवी असल्यास त्यांनी संस्थेकडे, त्याबाबत लेखी अर्ज केल्यास त्यांना योग्य ते शुल्क आकारुन माहिती पुरविणे समितीवर बंधनकारक राहिल.
१६. उपरोक्त अटी व शर्ती हया दिनांक ०४/०७/२०१९ रोजीच्या शासन निर्णयातील असल्यामुळे त्याचे तंतोतंत पालन होणे आवश्यक आहे.

पुर्नविकासाबाबत वाद निर्माण झाल्यास त्यास त्या त्या वेळेस कार्यरत असलेली समिती व विकासक यांची जबाबदार राहिल, याची गांभीर्याने नोंद घ्यावी.


ठिकाण - मुंबई
दिनांक - ०३/११/२०२३




प्रत माहितीसाठी -

१. "Raymond Realty (TenX Realty)".

२. मा. कार्यकारी अभियंता, जी/एन-विभाग, इमारत प्रस्ताव, मुंबई शहर.


(बी.एस.माळी)

उपनिबंधक,
सहकारी संस्था, जी/एन विभाग, मुंबई


उपनिबंधक,

सहकारी संस्था, जी/एन विभाग, मुंबई

ANNEXURE 5 – PERMANENT ALTERNATE ACCOMODATION AND CAR PARKING SPACES

A. RESIDENTIAL FLATS - MEMBERS:

Note: 2 Car Parking Spaces will be provided to each Residential Flat Members which will be a combination of 1 Large Car park with dimensions of 2.5 m X 5.5 m and 1 Small Car Park with dimensions of 2.3 m X 4.5 m. The sizes of Car Parks are as per DCPR 2034 norms.

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
1	1/1	SMT. GEETANJALI P. CHANDIRAMANI & SMT. NALINI M SAWNANI	1,355	2
2	1/2	MR. MANOJ R. THAKUR	1,355	2
3	1/3	SMT. ANJU THAKUR MALKANI	1,355	2
4	1/4	SHRI. RAM K. HARDASANI & SAVITA RAM HARDASANI	1,355	2
5	1/5	SHRI. DHARMU D. JASHNANI	1,355	2
6	1/6	SHRI MOHAN MANBODH SINGH	1,355	2
7	1/7	SHRI. DEVIDAS SAJNANI & SMT. VANITA D. SAJNANI	1,355	2
8	1/8	SHRI GUL MALAKANI	1,355	2
9	2/1	MISS AJANTHA PRAKASH RAO & SMT. SARABJIT PRAKASH RAO (A.MEM)	1,355	2
10	2/2	SMT. AMARJIT KAUR SURI	1,355	2
11	2/3	SHRI. PRAKASH V. RAO	1,355	2
12	2/4	DR. MRS.MANJARI M. SHINGNAPURKAR & DR. MAHENDRA	1,355	2
13	2/5	MRS.POOJA V. BALWANI.	1,355	2
14	2/6	MRS.POOJA V. BALWANI	1,355	2
15	2/7	SHRI.TAROON V. JAGTIANI	1,355	2
16	2/8	SHRI.BHAGWANDAS G. SAJNANI & SHRI NEERAJ B. SAJNANI	1,355	2
17	3/1	SHRI RAVI SHASTRI & DEEPIKA SORABJEE SMT. LAXMI SHASTRI (A. MEM.)	1,355	2
18	3/2	SMT. PRIYA V. JHAM	1,355	2
19	3/3	SHRI HARESH B. GIANCHANDANI	1,355	2
20	3/4	SHRI PRANAY V. JHAM	1,355	2
21	3/5	SMT. SHEILA K. SADARANGANI & SMT. JYOTI BHOJWANI	1,355	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
22	3/6	SHRI. KABIR G. SADARANGANI	1,355	2
23	3/7	SHRI AVINASH KHATANHAR	1,355	2
24	3/8	SMT.SWATI SUSHIL KUMAR MS.AVANTIKA VINOD DHANJANI & SHRI ANIL DHANJANI	1,355	2
25	4/1	SHRI HITESH GOPAL MIRANI, SHRI GOPAL V. MIRANI (ASSO.MEM.)	1,355	2
26	4/2	MR .AJAY D. MADNANI	1,355	2
27	4/3	SMT. MEENA ASHOK DARIRA	1,355	2
28	4/4	SMT. KAVITA G. CHANDIRAMANI SHRI VIJAY GULAB. CHANDIRAMANI	1,355	2
29	4/5	SHRI SUMEET A. LAL	1,355	2
30	4/6	SMT. PRIYA K. DASWANI	1,355	2
31	4/7	SMT. RADHIKA R. WALAWALKAR	1,355	2
32	4/8	SHRI SATISH V. POWAR	1,355	2
33	5/1	SHRI HEMANT D. LAKHIANI	1,355	2
34	5/2	SHRI PRAKASH P. LAKHIANI SMT. KRITI P. LAKHIANI (ASSO MEM)	1,355	2
35	5/3	DR.SHRI SURENDRA SINGNAPURKAR & SMT.DR.PRIYA S. SHINGNAPURKAR	1,355	2
36	5/4	MS.MEETALI DASGUPTA	1,355	2
37	5/5	SHRI VARUN R. JHAVERI	1,355	2
38	5/6	SHRI. MUKESH ISHWARLAL DASWANI & SMT. RITIKA M DASWANI	1,355	2
39	5/7	SMT. NIRMALA P. CHANDRAN	1,355	2
40	5/8	SMT. MEENAKSHI D.DURAPHE & SHRI DNYANESHWAR J. DURAPHE	1,355	2
41	6A/1	SHRI VITHALBHAI. D. CHOTALIA & SHRI VALLABHBHAI D CHOTALIA CHETANKUMAR CHOTALIA [ASSO MEM]	1,355	2
42	6A/2	MS. MEGHNA S. THAKUR	1,425	2
43	6A/3	SHRI JAGDISH CHAWLA	1,425	2
44	6A/4	SHRI RATNAKAR L. CHAWLA & SHRI LAXMAN G. CHAWLA	1,425	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
45	6A/5	SHRI AJIT MADHAV DALVI	1,425	2
46	6A/6	SHRI MOHIT ISHWAR DEVJANI	1,425	2
47	6A/7	SHRI RAMESH T. AMLANI & SMT. BEENA R AMLANI	1,425	2
48	6A/8	SHRI ASHOK G. KHIANI	1,425	2
49	6B/1	SHRI SUNNY M. LAKHIANI & SHRI HARESH M. LAKHIANI MOHAN V LAKHIANI [ASSO MEM]	1,355	2
50	6B/2	SHRI LALITH M. PAMNANI	1,355	2
51	6B/3	SMT. ANJU B. CHAINANI & SMT. POOJA B. CHANDELE	1,425	2
52	6B/4	SHRI MOTI TOLANI	1,355	2
53	6B/5	SMT. AMARJIT KAUR SURI	1,425	2
54	6B/6	SHRI RATAN A. BHAVNANI	1,355	2
55	6B/7	SHRI MANMOHAN SINGH SURI	1,425	2
56	6B/8	SMT. AMARJIT KAUR SURI, SHRI MANMOHAN SINGH SURI, SHRI BHAVNEET SINGH SURI	1,355	2
57	7/1	MR. HARESH KUMAR MOHAN LAKHIANI & VIDYA MOHAN LAKHIANI MR. MOHAN C.LAKHIANI (ASSO MEM.)	1,425	2
58	7/2	SHRI.HARVINDERSIGH V. GANDHI & SMT.NATASHA H. GANDHI	1,655	2
59	7/3	SHRI PRASAD V. ACHAREKAR	1,560	2
60	7/4	SMT. KAVITA S. SHARMA	1,755	2
61	7/5	SMT. REENA P. ACHAREKAR	1,560	2
62	7/6	SMT.BHAVNA M. UTTAMCHANDANI	1,755	2
63	7/7	MISS.HEERU D. BHOJWANI	1,500	2
64	7/8	SHRI JUGAL K. ASWANI & SMT. DISHA J. ASWANI	1,755	2
65	8/1	SMT.KANTA A. BHATIA SHRI ATMA S. BHATIA (ASSO. MEM.)	1,425	2
66	8/2	SHRI.SUDHIR WAGH SHRI.AVINASH R. WAGH (ASSO.MEM.)	1,655	2
67	8/3	SHRI. ASHOK K. MUKHI & JAIKISHAN MUKHI	1,500	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
68	8/4	SHRI.CHANDRU CHAWLA SMT.PREANA CHANDIRAMANI & SMT.KAVITA CHAWALA	1,655	2
69	8/5	SMT. KAMLA H. RAJANI RAJ H RAJANI [ASSO MEM]	1,560	2
70	8/6	KUMARI JETHI T. SIPAHIMALANI CHARITABLE TRUST	1,655	2
71	8/7	DR. RAJESH G. GOKANI & SMT. MINAL R. GOKANI	1,560	2
72	8/8	SHRI INCHIPARAMBAN KEVIN JAMES SMT. NIMI TERESA CHACKUNNY	1,655	2
73	9A/1	PRAKASH MANIK WADHWANI , MISS RAKHEE M. WADHWANI & SAVITA M. WADHWANI	1,255	2
74	9A/2	MR. PREM L.BHATIA	1,255	2
75	9A/3	SMT. KIRAN CHANDAN KHANNA	1,255	2
76	9A/4	MR. NIKHIL MUNGE & SURESH MUNGE	1,355	2
77	9A/5	SMT.NATASHA H. BELANI & SHRI HASHU H. BELANI	1,255	2
78	9A/6	MR. ANOOP R. ASRANI & MRS.VINISHA A. ASRANI	1,355	2
79	9A/7	SMT. PUSHPA L. THADANI & SHRI HARESH N. THADANI	1,255	2
80	9A/8	SHRI AJAY P. ASRANI & SMT. AARTI A. ASRANI.	1,355	2
81	9B/1	SHRI.KUMAR L. THADANI	1,255	2
82	9B/2	MS. ANITA T. DADLANI	1,255	2
83	9B/3	SMT. RENUKA MOTI JHANGIANI	1,255	2
84	9B/4	SHRI SHYAM R. KARANI	1,355	2
85	9B/5	SMT. POONAM VASHDEV SAJNANI	1,255	2
86	9B/6	SHRI. KISHIN T. MULANI SHRI.GHANSHYAM R.MULANI	1,355	2
87	9B/7	SMT.MILAN M. KAMAT & MISS. MANASI M. KAMAT SHRI MANOHAR B. KAMAT (ASSO.MEM)	1,255	2
88	9B/8	SHRI. JOHNITOOP VAZHAPILLY	1,355	2
89	10A/1	SHRI GIRISH H. LALWANI	1,255	2
90	10A/2	SHRI. ARUN RAMCHAND ASRANI	1,255	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
91	10A/3	SHRI.MANOJ JAGTIANI	1,255	2
92	10A/4	SMT.SARITA S ALREJA & SHRI SAATISH R ALREJA	1,355	2
93	10A/5	SHRI V. D. CHOTALIA & SMT. KANCHAN CHOTALIA, SHRI TEJAS CHOTALIA (ASSO.MEM.)	1,255	2
94	10A/6	SMT.KANCHI A. BHAGTANI & SHRI. KUNJ BHAGTANI	1,355	2
95	10A/7	SHRI.VINOD G. MIRPURI	1,255	2
96	10A/8	SMT.ANJU RAJESH SANGTIANI, SHRI VINOD ASNANI, MRS. SALONI ASNANI DIVECHA & SHRI. RAJESH SANGTIANI	1,355	2
97	10B/1	SHRI.GOPAL N KARNANI, SHRI KUMAR R. DARIRA (ASSO.MEM.)	1,255	2
98	10B/2	SHRI.TAJINDER VIJINDER SINGH GANDHI	1,255	2
99	10B/3	SHRI SHAMSHER BARELLIA & SHARAT BARELLIA	1,255	2
100	10B/4	SMT. BEENA H. GIDWANI & SHRI DALIP H. GIDWANI	1,355	2
101	10B/5	GENERAL INSURANCE CORPORATION OF INDIA	1,255	2
102	10B/6	SMT. JUNEY XAVIER & SHRI EUGENE NIGELL XAVIER	1,355	2
103	10B/7	SMT. MAYA H. BHATIA	1,255	2
104	10B/8	SHRI KUMAR R. DARIRA	1,355	2
105	11A/1	SUNITA RAMCHAND PUNJABI	1,255	2
106	11A/2	SMT. VEENA J. LALWANI, SHRI BHARAT MANOJ LALWANI (A.M.)	1,075	2
107	11A/3	SHRI. PRAVIN K. THADHANI	1,255	2
108	11A/4	SHRI RAVI K. DARIRA & SMT SHAKUNTALA K. DARIRA	1,025	2
109	11A/5	MRS.NALINI M. SAVNANI & MR. MAHESH M SAVNANI	1,255	2
110	11A/6	SMT. SHEFALI D. LULLA	1,025	2
111	11A/7	SHRI.MALCOLM F. ANJIRBAG & SMT. SHARU M. ANJIRBAG	1,255	2
112	11A/8	SHRI UJWAL N. DIGASKAR & SMT. HEMLATA DIGASKAR	1,025	2
113	11B/1	SMT. NISHA H. LALWANI, SHRI HARESH R. LALWANI & SHRI DHIRAJ H. LALWANI	1,255	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
114	11B/2	SHRI MUKESH D SHAH, SHRI PRATIK M SHAH [ASSO MEM]	1,075	2
115	11B/3	SMT. NISHA RAJAN GANGLANI	1,255	2
116	11B/4	MS ANITA KRISHNAN, ARUN KRISHNAN, ASHOK KRISHNAN, & ASHA RAVJAN	1,025	2
117	11B/5	SHRI NARESHKUMAR ADNANI	1,255	2
118	11B/6	SMT. INDU SUNDER JAGTIANI SMT. BHAVNA S. JAGTIANI (ASSO.MEM)	1,025	2
119	11B/7	SMT. SUNITA SUNIL PHERWANI & SHRI SUNIL J. PHERWANI	1,255	2
120	11B/8	SHRI SUNIL GODWIN LOBO & MS. JOANNE SIMON LOBO (ASSO.MEM.)	1,025	2
121	12A/1	SMT. ANJALI B.ASWANI	1,255	2
122	12A/2	SMT. PRAMILA ADVANI KRIPALANI & SHRI NISHANT VINIT STORE	1,355	2
123	12A/3	MR SUNIL M CHUGANI & MR.VISHAL SUNIL CHUGANI	1,425	2
124	12A/4	SMT.VANDANA ASHOK POTNIS & SHRI ASHOK R POTNIS	1,425	2
125	12A/5	SHRI AMIT GIRISH GADKARI	1,425	2
126	12A/6	SHRI LAL M. MALKANI	1,425	2
127	12A/7	SHRI MANJIT SINGH VIRDI & SHRI VIKRAMJIT SINGH VIRDI (A.M)	1,425	2
128	12A/8	SHRI SUNDER T. JAGTIANI & SMT. ARCHANA S. JAGTIANI (A.M.)	1,425	2
129	12B/1	SMT.SURINDER KAUR VIRDI & MISS MINI SINGH VIRDI	1,255	2
130	12B/2	SMT. ASHA CHAND PUNJABI	1,425	2
131	12B/3	SMT. SHAKUNTALA K. DARIRA & SHRI RAVI KUMAR DARIRA (A.M.)	1,355	2
132	12B/4	SHRI SUNIL S. KRIPALANI & SMT. KARISHMA S. KRIPALANI (A.M.)	1,425	2
133	12B/5	DR.(MRS.)KAVITA R. HARCHANDANI	1,355	2
134	12B/6	SHRI RAKESH S. TALWAR & MR. SANDEEP TALWAR (ASSO.MEM)	1,425	2
135	12B/7	SHRI HARPREET KAUR VIRDI & MISS VEERA SINGH VIRDI (ASSO.MEM)	1,355	2
136	12B/8	SHRI TARUN K. KINGER & SMT. DEEPIKA T. KINGER	1,425	2
137	13A/1	SMT. POONAM, SAMYUKTA GULATI & SHRI RAKESH GULATI	1,255	2
138	13A/2	SMT. VANDANA R.RELWANI HARESH R LALWANI [ASSO MEM]	1,355	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
139	13A/3	SHRI PAWANKUMAR V. ASNANI & SHRI AMITKUMAR V. ASNANI	1,425	2
140	13A/4	SHRI NARAIN LALCHAND THAKUR	1,355	2
141	13A/5	KUM. VASANTI M. ADVANI	1,425	2
142	13A/6	SHRI SANJAY K. ADVANI & SHRI KETAN CHOTALIA (A.MEM.)	1,355	2
143	13A/7	SMT. HARPREET KAUR VIRDI	1,425	2
144	13A/8	SMT. NEELU CHANDRA BHATIA	1,355	2
145	13B/1	SHRI AMARDEEP MEHER & SMT. AARTI MEHER	1,255	2
146	13B/2	SHRI ASHWIN K. ADVANI & SHRI SANJIV K. ADVANI	1,425	2
147	13B/3	SMT. BARKHA J. KHUSHALANI	1,425	2
148	13B/4	SHRI JITENDRA R. PUNJABI & SMT. SUSHMA J. PUNJABI	1,425	2
149	13B/5	SHRI KRISHEN T SIPPY & SMT. SHOBHA K. SIPPY (A.M.)	1,425	2
150	13B/6	SHRI ANIL T. CHAWLA & SMT. NEHA ANIL CHAWLA (A.M.)	1,425	2
151	13B/7	SHRI VIKRAM VIRDI, SMT. SURINDER, SHRI MANJIT SINGH VIRDI	1,425	2
152	13B/8	SMT. RACHNA K. CHANDIRAMANI & SHRI KISHORE G. CHANDIRAMANI	1,425	2
153	14A/1	SHRI MAHESH P. JASHNANI	1,355	2
154	14A/2	SMT. RENU I. ANANDANI & SHRI ISHWAR M. ANANDANI	1,000	2
155	14A/3	SMT. NEELU CHANDRA BHATIA	1,355	2
156	14A/4	MS RITA C.SHAHANI	1,000	2
157	14A/5	SMT.MEHEK IDREJIT CHAWLA & MAST. SAURAV IDERJIT CHAWLA (MINOR)	1,355	2
158	14A/6	SMT. NISHA H. LALWANI, SHRI HARESH R. LALWANI	1,000	2
159	14A/7	SMT. SAPNA N. JAGTIANI, SHRI NARESH MOHAN JAGTIANI [A.M.]	1,355	2
160	14A/8	SMT. SAPNA N. JAGTIANI	1,000	2
161	14B/1	DR.PRAVIN B.SHEGAL	1,255	2
162	14B/2	SHRI MANOHAR DEEPCHAND CHHABRIA	1,000	2
163	14B/3	SHRI RAVI L. ADVANI, SHERIN ADVANI (ASSO.MEM.)	1,355	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
164	14B/4	MS ROMA RAMESH BACHANI & MRS DIKSHA RAMESH BACHANI	1,000	2
165	14B/5	SMT. JOLLY VERGHESE & SHRI ANDREW D'SOUZA, SMT. JENNY D'SOUZA (ASSO.MEM.)	1,355	2
166	14B/6	SHRI SAINATH P. CHAWLA	1,000	2
167	14B/7	SHRI PESHA ACHARYA & SMT. SUMITA ACHARYA, MR.UPAMANYU ACHARYA [A.M.]	1,355	2
168	14B/8	SHRI RUDOLPH ALMEIDA & SMT. ANNIE ALMEIDA	1,000	2
169	15A/1	MR.MITESH GOVIND GOKANI	1,255	2
170	15A/2	SHRI PRAKASH K. CHHABRIA, SMT. NISHA P. CHHABRIA (A.M.)	1,025	2
171	15A/3	SHRI PRAKASH G. WADHWANI	1,355	2
172	15A/4	SMT. AMRITA M.OTI BHAWNANI, MR. HITESH MOTI BHAWNANI	1,025	2
173	15A/5	SMT. POOJA KISHORE MELWANI	1,355	2
174	15A/6	SMT. SEEMA R. SAINANI	1,025	2
175	15A/7	SMT. ADITEE AMIT RELE & SHRI AMIT ARVIND RELE	1,355	2
176	15A/8	SHRI GAURAV SANTOSH SHARMA, TANUSHRE ASHOK SHARMA & ANKIT SANTOSH SHARMA	1,025	2
177	15B/1	SHRI VIJAY N. SANBHWANI	1,255	2
178	15B/2	MR. SUSHANT ANILKUMAR AGARWAL, MR .ANIL KUMAR AGRAWAL	1,025	2
179	15B/3	SHRI DEVIDAS P. SAHIJWANI & SHRI GOPI SAHIJWANI	1,355	2
180	15B/4	SMT. KUNDA C .LALWANI	1,075	2
181	15B/5	SHRI. DEEPAK R.CHUGANI DR.HANSA CHUGANI (A.M)	1,355	2
182	15B/6	SHRI. SURESH V. PUNJABI	1,075	2
183	15B/7	MR.SHYAM MANU DASWANI	1,355	2
184	15B/8	SMT. SUNITA C. BHATIA	1,075	2
185	16A/1	SHRI MOTI TOLANI,MRS YASHIKA TILWANI (A.M.)	670	2
186	16A/3	SMT. VARSHA KARAMCHANDANI, SHRI BRIAN PERARA (ASSO.MEM)	1,255	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
187	16A/4	SHRI SUNIL G. VASWANI , SHRI RAMESH G. VASWANI, SMT. HALIMA (A.M.)	1,075	2
188	16A/5	SHRI ARVIND L. LAKHIANI	1,255	2
189	16A/6	SHRI GIRISH H. LALWANI, SIDDHANT G LALWANI [A.M.]	1,075	2
190	16A/7	SMT.VINITA ANIL VAZIRANI, SHRI ANIL M. VAZIRANI (A.M.)	1,255	2
191	16A/8	SHRI ANIL M. VAZIRANI, SMT.VINITA ANIL VAZIRANI	1,075	2
192	16B/1	SMT. GUNJAN REGE KARKERA	1,255	2
193	16B/2	SHRI RAMESH T. THAKUR, MANOJ R. THAKUR (ASSO.MEM.)	1,075	2
194	16B/3	SHRI VIKASH V. GIANCHANDANI & SHRI AJAY V. GIANCHANDANI	1,255	2
195	16B/4	SHRI SURESH B TALREJA	1,075	2
196	16B/5	SMT. JUHI P. MUKHERJEE	1,255	2
197	16B/6	SHRI NANDLAL K. MATAI, SHRI VINOD MATAI (ASSO.MEM.)	1,075	2
198	16C/1	SHRI ROHIT RAJANI, LAXMI G RAJANI [A.M.]	840	2
199	16C/2	SHRI KISHORE M. MEHRA & SMT. PUSHPA M. MEHRA	840	2
200	16C/3	SMT. SANGEETA D. GADA & SHRI BHAVIN DHIRUBHAI GADA	840	2
201	16C/4	SMT. VEENA JAGDISH MIRPURI, SHRI RAJ J. MIRPURI	840	2
202	16C/5	SHRI PRAMOD M. SAKHALKAR	840	2
203	16C/6	MISS INDRA G. PUNWANI	840	2
204	16C/7	SHRI SURESH SHARMA & SHRI DEVESH SHARMA	840	2
205	16C/8	SHRI KISHIN G. DEMBLA & SMT. RADHIKA K. DEMBLA	840	2
206	17/1 + 17/2	SETH VASANTHMAL D CHARITABLE TRUST	2,665	2
207	17/3	SHRI PRAKASH P. LAKHIANI , SMT.RADHA LAKHIANI (ASSO.MEM.)	1,425	2
208	17/4	SMT. MANJU ARVIND LAKHIANI	1,425	2
209	17/5	SHRI JITENDRA A. RAISINGHANI	1,425	2
210	17/6	SMT.ANU MANSOOB HAIDER	1,425	2
211	17/7	SHRI T. M . SHAHANI	1,425	2
212	17/8	SHRI ASHOK G THAKUR & SHRI RAJESH G. THAKUR	1,425	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
213	18/1	SHRI.RAJESH G.CHAWAN &SMT.SMITA R.CHAWAN	670	2
214	18/2	SMT. KAVITA M.TOLANI, MR KUNAL M TOLANI [A.M.]	670	2
215	18/3	SHRI SHRIKANT S. SHIVDASANI	1,755	2
216	18/4	SHRI SANTOSH R. NIMKAR & SMT. KAVITA S. NIMKAR	1,655	2
217	18/5	SMT.CHAMPA BHAGWAN VAGHNANI, SHRI PRAKASH B. VAGHNANI & SMT. SAVITA MEHTA	1,560	2
218	18/6	SMT. RENEY M. PARAKH, SMT. LAXMI G. RAJANI (ASSO. MEM.)	670	2
219	18/7	SMT. KANTAA B. ADVANII	1,755	2
220	18/8	SHRI SAMUDRA SEN	1,655	2
221	18/9	SHRI ARJUN H. BAJAJ & SMT. MONA A. BAJAJ	1,560	2
222	18/10	SMT. INDRA PUNWANI	670	2
223	18/11	SMT. AARTI KARAMCHANDANI & SHRI SANJEEV KARAMCHANDANI	1,755	2
224	18/12	SMT.SALONEE HANSPAL & SHREE AMARPREET HANSPAL, MS NITI HANSPAL (A.M)	1,655	2
225	18/14	SMT. DEEPIKA J. LOBO & SHRI SUNIL G. LOBO	1,560	2
226	18/15	SHRI SUNIL G. LOBO	670	2
227	19A/1	SMT. KRISHNA C KRIPALANI	1,255	2
228	19A/2	SMT. BARKHA G. LALWANI & SHRI GIRISH LALWANI, PRITHVI G LALWANI [ASSO MEM]	1,075	2
229	19A/3	SMT. MORBAI VASWANI & SMT. BHOJIBAI VAGHNANI	1,255	2
230	19A/4	SHRI LAL.K. MAKHIJANI, SMT. LEENA LAL MAKHIJANI (A.MEM)	1,075	2
231	19A/5	SHRI VIJAY B. MALKANI, SMT. SNEHA V. MALKANI (A.MEM.)	1,255	2
232	19A/6	SHRI VIKRAM B. MALKANI	1,075	2
233	19A/7	SMT. RAJU C JAISINGHANI	1,255	2
234	19A/8	SMT. JYOTI PURSHOTTA M. GIDWANI	1,075	2
235	19B/1	MS NIRMALA JOSEPH,SHRI MOHAN JOSEPH	1,255	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
236	19B/2	MRS.NISHA HARESH LALWANI	1,075	2
237	19B/3	MS. MOOMAL KAPIL KHEMANI & SMT.ASHA CHAND PUNJABI	1,255	2
238	19B/4	SMT.KAMLA S.ADVANI	1,075	2
239	19B/5	SHRI CHANDU B. SHAH, SHRI PARIN CHANDU SHAH (A.MEM.)	1,255	2
240	19B/6	SHRI MOTI P.TOLANI	1,075	2
241	19B/7	SMT. NEETA D. GUPTA	1,255	2
242	19B/8	SMT.GONSALVES GINELLE, SMT. SAVITA ADELA D'SOUZA (A.M.)	1,075	2
243	20A/1	SHRI RAJESH G. CHAWAN	1,355	2
244	20A/2	SMT. PANCHALI S.UPADHYA & SHRI SAIKET UPADHYA	1,560	2
245	20A/3	SHRI DEVJI M. CHOTALIA	1,560	2
246	20A/4	SHRI DEEPAK RAJ TALWAR	1,425	2
247	20A/5	SHRI AVINAASH P. BODWAANI	1,560	2
248	20A/6	SHRI PRAKASH H. BODWANI & SMT. JAYSHREE G. DEMBLA	1,560	2
249	20A/7	SHRI AMEYA P. SAKHALKAR & SMT. NEELA P. SAKHALKAR	1,425	2
250	20A/8	SMT. MERLYN MENEZES	1,560	2
251	20A/9	SHRI AKSHAY VIJAY WADHWA	1,560	2
252	20A/10	SHRI PREM K.CHHABRIA, SHRI PRAKASH K .CHHABRIA & SMT. SUNITA N. CHHABRIA	1,425	2
253	20A/11	DR. SMT. ASHA ADVANI & SHRI SHAILESH M. ADVANI	1,560	2
254	20A/12	SHRI VIJAY M.WADHWA	1,560	2
255	20B/1	SHRI SARABJIT PRAKASH RAO , SHRI PRAKASH RAO (ASSO.MEM)	1,355	2
256	20B/2	SMT. SANGEETA R.	1,560	2
257	20B/3	SHRI RAJIV S MATHUR & MANJULA S MATHUR	1,560	2
258	20B/4	SMT. KAUSHALYA L CHAWLA	1,425	2
259	20B/5	SHRI SHARAN K. ANANDANI & SMT. HANEETA R.SHENOY	1,560	2
260	20B/6	SHRI ROHIT D. JUNNARKAR	1,560	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
261	20B/7	SMT. MEENA M. BHAMBHWANI, SHRI PRAKASH ISSARDAS KHEMANI, SHRI MOHAN BHAMBHWANI (A.MEM)	1,425	2
262	20B/8	SHRI RAJU G. DEMBLA & SHRI. KISHAN G. DEMBLA	1,560	2
263	20B/9	NICKY ONYL ADVANI, KOMAL G. PUNJABI	1,560	2
264	20B/10	SMT. MINAL DEEPAK PUNJABI	1,425	2
265	20B/11	SHRI.SURESH RAMCHAND DARIRA	1,560	2
266	20B/12	SHRI ROSHAN, SHRI SURESH R. & SMT. LATIKA S.DARIRA	1,560	2
		RESIDENTIAL FLATS – MEMBERS TOTAL = A (SQ. FT.)	3,49,705	

B. RESIDENTIAL FLAT - SOCIETY:

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
1	16A/2	SOCIETY (SOCIETY OFFICE)	670	1
		RESIDENTIAL FLAT – SOCIETY TOTAL = B (SQ. FT.)	670	

RESIDENTIAL FLATS - GRAND TOTAL = A + B	3,50,375 SQ. FT.
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C. TENANTED SHOPS:

SR. NO.	SHOP NO.	NAME OF TENANT	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
1	SHOP NO 4	PUSHPABEN C SHAH & PARIN C. SHAH	566	1
2	SHOP NO 5	CHANDU B. SHAH & PUSHPA C.SHAH	320	1
3	SHOP NO 6	POOJA V BALWANI	320	1
4	SHOP NO 7	MAVJI R GALA & ZAVERBEN M. GALA	320	1
5	SHOP NO 8	ROSHANI H KHATTER & DEEPAK H KHATTER	320	1
6	SHOP NO 9	MOMIN P.SHAIKH & HAFIZ FULWAR IDRISI	320	1
7	SHOP NO 10	RAJKUMAR L PAHUJA & JAYA R PAHUJA	320	1
8	SHOP NO 12	SUMAN MUKESHKUMAR JAIN & MUKESHKUMAR JAIN	320	1
9	SHOP NO 13	DR. RAJESH GOKANI & MINAL GOKANI	320	1
10	SHOP NO 14	N.D.CHOTALIA & D.D.CHOTALIA	335	1
11	SHOP NO 15	N.D.CHOTALIA & D.D.CHOTALIA	335	1
12	SHOP NO 16	SHAMSUNDER CHIMANLAL DUA	830	1
		TENANTED SHOPS - TOTAL = C (SQ. FT.)	4,626	

D. SOCIETY OCCUPIED SHOPS:

SR. NO.	SHOP NO.	NAME OF ASSET	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
1	SHOP NO 11	SOCIETY (KOTAK BANK ATM)	320	1
2	LIBRARY	SOCIETY (LIBRARY)	1,590	2
		SOCIETY OCCUPIED SHOPS –TOTAL = D (SQ. FT.)	1,910	

E. TENANTED SHOPS (TO BE PROVIDED AS POST OFFICE):

SR. NO.	FLAT NO. / SHOP NO.	NAME OF ASSET	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
1	SHOP 1	POST OFFICE	320	1
2	SHOP 2	POST OFFICE	320	1
3	SHOP 3	POST OFFICE	320	1
		TENANTED SHOPS (POST OFFICE) –TOTAL = E (SQ. FT.)	960	

SHOPS - GRAND TOTAL = C + D + E	7,496 SQ. FT.
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ANNEXURE 5A

PARKING AGAINST GARAGES

GARAGES				
SR. NO.	GARAGE NO.	NAME OF OWNER	FLAT NO.	CAR PARKING SPACES TO BE PROVIDED
1	G - 1	SOCIETY		1
2	G - 2	SOCIETY		1
3	G - 3	SHEELA N CHABLANI	2/5	1
4	G - 4	BHAGWANTI WADHWA	20A/12	1
5	G - 5	SURINDER KAUR VIRDI	12B/1	1
6	G - 6	RAVI SHASTRI	3/1	1
7	G - 7	SOCIETY		1
8	G - 8	SOCIETY		1
9	G - 9	SOCIETY		1
10	G - 10	SOCIETY		1
11	G - 11	SOCIETY		1
12	G - 12	SOCIETY		1
		TOTAL		12



महाराष्ट्र शासन
जिल्हाधिकारी व जिल्हादंडाधिकारी कार्यालय, मुंबई शहर

ओल्ड कस्टम हाऊस, शहीद भगतसिंग मार्ग, फोर्ट, मुंबई - ४०० ००१

Fax. २२६६१२३९ Tel. २२६६५२३३, Email: collector.mumbaicity@maharashtra.gov.in

(महसूल शाखा)

वाचले :-

१. भाडेपट्टा दस्त दि. ३०/०७/१९१७
२. Conveyance Deed दि. २०/१२/१९५६
३. कुमारी जेठी टी. सीपाहीमलाणी को. ऑप. हौ. सो. लि. या संस्थेकडील दि. २६/०२/२०२४, २७/०३/२०२५ व २४/०४/२०२५ रोजीचा विनंती अर्ज.
४. परिरक्षण भूमापक यांचेकडील दि. २४/०६/२०२४, ०७/०५/२०२५ व १८/०६/२०२५ रोजीचा स्थळपाहणी अहवाल.
५. शासन महसूल व वन विभाग अधिसूचना दिनांक ०४.०३.२०२५ व शुद्धीपत्रक दि. ०६/०३/२०२५
६. महसूल व वन विभाग शासन जापन क्र. जमीन-२५२५/१४४/प्र. क्र. २३/ज-२ दि. २७/०६/२०२५
७. या कार्यालयाकडील पत्र क्र. सीएसएलआर/मशा/माहिम/न.र.यो.३/अं.भू.क्र.५६५//भोग.वर्ग-१/मा.नो./२०२५ दि. ०४/०७/२०२५
८. कुमारी जेठी टी. सीपाहीमलाणी को. ऑप. हौ. सो. लि. या संस्थेकडील दि. ०९/०७/२०२५ रोजीचा विनंती अर्ज.

क्र. सीएसएलआर/मशा/माहिम/न.र.यो.३/अं.भू.क्र.५६५/भोग.वर्ग-१/रूपां./आदेश/२०२५ /11033
दिनांक :- 17 JUL 2025

विषय :- जमीन - मुंबई शहर.

माहिम महसूल विभाग, न.र.यो.-३, अं.भू.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या मिळकतीचे भोगवटादार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेबाबत.
(अर्जदार :- कुमारी जेठी टी. सीपाहीमलाणी को. ऑप. हौ. सो. लि.)

ज्याअर्थी, उपोद्घातातील क्र.३ नुसार अर्जदार कुमारी जेठी टी. सीपाहीमलाणी को. ऑप. हौ. सो. लि. या संस्थेने माहिम महसूल विभाग, न.र.यो.-३, अं.भू.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे भोगवटादार वर्ग-१ या सत्ताप्रकारात रूपांतरण करून मिळणेबाबत विनंती केलेली आहे.

मिळकतीची पार्श्वभूमी :-

ज्याअर्थी, उपोद्घातातील क्र.१ नुसार माहिम महसूल विभागातील भूकर क्र.१२३० (Laughtons Survey No.१A/६४) चे क्षेत्र १२६५ चौ.वार The Secretary of State for India In Council म्हणजेच

शासनाने Kharshedji Dhanjibhai Shroff यांना १९९ वर्षाकरीता दि.१५/०१/१९१३ पासून भाडेपट्टयाने देण्यात आलेले आहे. तसेच सदर मिळकतीचे एकूण क्षेत्र १२६५ चौ.वार पैकी क्षेत्र ६९० चौ.वार (५७६.९३ चौ.मी.) इतके क्षेत्र माहिम महसूल विभाग, नगर रचना योजना क्रमांक -३, अं.भु.क्र.५६५ मध्ये सामील झालेले आहे.

ज्याअर्थी, माहिम महसूल विभागातील न.र.यो.-३, अ.भु.क्र.५६५ या मिळकतीच्या मिळकतपत्रिकेमध्ये खालीलप्रमाणे नोंदी नमुद आहे.

महसूल विभाग	माहिम
भूकर क्रमांक	न.र.यो.-३, अं.भु.क्र.५६५
क्षेत्र	१७४६२ स्के.यार्ड (१४६००.४५ चौ.मी.) (६९० स्के.यार्ड - Lease Hold व १६७७२ स्के.यार्ड - L.T.A.)
धारणाधिकार (Tenure)	*Lease Hold व L.T.A.
Name of Person in Beneficial Ownership	(A) - Government of Maharashtra (Lessor) (C) -B- Kumari Jethi T. Sipahimalani Co.Operative Housing Society Ltd. (Lessees)

माहिम महसूल विभागातील न.र.यो.-३, अं.भु.क्र.५६५ या मिळकतीच्या अधिकार अभिलेखानुसार मिळकतीचे एकूण क्षेत्र १७४६२ चौ.वार (१४६००.६५ चौ.मी.) इतके असून त्यापैकी क्षेत्र ६९० चौ. वार (५७६.९३ चौ.मी.) इतके क्षेत्र शासनाचे (Lease Hold) असल्याबाबत नोंद आहे. तसेच सदर भाडेपट्टा मिळकतीचे वेळोवेळी हस्तांतरण होवून सद्यस्थितीत मिळकतपत्रिकेवर भाडेपट्टाधारक म्हणून कुमारी जेटी टी. सिपाहीमलानी को.ऑप.हौ.सो.लि. या संस्थेच्या नावाची नोंद दाखल आहे. सदर मिळकतीचा भाडेपट्टा चालु आहे.

ज्याअर्थी, भाडेपट्टाधारक कुमारी जेटी टी. सीपाहीमलानी को.ऑप.हौ.सो.लि. या संस्थेकडील विनंती अर्जानुषंगाने या कार्यालयाकडील दि.२३/१०/२०२४, ०२/०६/२०२५ व १९/०६/२०२५ रोजीच्या पत्रान्वये माहिम महसूल विभागातील न.र.यो.-३, अं.भु.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे विनापरवानगी झालेले हस्तांतरण नियमानुकूल करणे व भोगदवटादार वर्ग-१ या सत्ताप्रकारात रुपांतरण करणेबाबत शासनास अहवाल सादर करणेत आलेला होता.

ज्याअर्थी, उपोद्घातातील क्र.६ नुसार माहिम महसूल विभागातील न.र.यो.-३, अं.भु.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे भोगदवटादार वर्ग-१ या सत्ताप्रकारात रुपांतरण करणेबाबत खालीलप्रमाणे मान्यता दिलेली आहे.

१. माहिम महसूल विभागातील न.र.यो.-३,अं.भु.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीमधील विनापरवानगी हस्तांतरणाबाबत नियमानुसार दंडात्मक कार्यवाही करणेस मान्यता देण्यात येत आहे.
२. माहिम महसूल विभागातील न.र.यो.-३, अं.भु.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीमधील पोस्ट ऑफीसकरीता होणारा वाणिज्य वापर हा १५ टक्के च्या आत असल्याने महसूल व वन विभाग, शासन निर्णय दि.१४/०६/१९८८ अन्वये अनुज्ञेय आहे. तरी शासन निर्णयातील तरतूदीप्रमाणे आवश्यक ती कार्यवाही करण्याची जबाबदारी जिल्हाधिकारी, मुंबई शहर यांची राहिल.

३. माहिम महसूल विभागातील न.र.यो.-३, अं.भु.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे रहिवास व वाणिज्य प्रयोजन विचारात घेवून भोगवटादार वर्ग-१ या सत्ताप्रकारात रुपांतरण करणेकरीत येणाऱ्या अधिमुल्याची रक्कम रु.१ कोटीपेक्षा कमी असल्याने शासन अधिसूचना, महसूल व वन विभाग, महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग-२ आणि भाडेपट्ट्याने प्रदान केलेल्या जमिनी भोगवटादार वर्ग-१ मध्ये रुपांतरण करणे) नियम २०२५, दिनांक ०४.०३.२०२५ व शुद्धीपत्रक दि.०६/०३/२०२५ अन्वये जिल्हाधिकारी, मुंबई शहर यांनी त्यांच्या स्तरावरून कार्यवाही करावी.

हस्तांतरण :-

ज्याअर्थी, विषयाधीन मिळकतीच्या मिळकतपत्रिकेवरील नोंदी तसेच असायमेंट दस्त दि.२०/१२/१९५६ रोजीच्या दस्ताचे अवलोकन केले असता, सदरहू मिळकतीचे खालीलप्रमाणे हस्तांतरण झाल्याचे दिसून येत आहे.

अ. क्र.	भाडेपट्टाधारकाचे नाव	हस्तांतरण वर्ष/दिनांक	हस्तांतरण प्रकार	शेरा
१	Kharshedji Dhanjibhai Shroff	-	-	मुळ भाडेपट्टाधारक
२	Kedarmal Bhuramal	१९/०५/२०२०	Conveyance Deed (Regd.no.३७२५ दि.०४/०९/२०२०)	Bai Maneckbai Widow of Pallanji Kharshedji Sethana & others to Kedarmal Bhuramal
३	Sobhraj Jhamatmal	१०.१०.१९४१	Conveyance & Assignment (Regd.no.४९५३ दि.०२/०२/१९४२)	Jamnalal Bajaj to Sobhraj Jhamatmal
४	Navjivan Co.Operative Housing Society Ltd.	२०.१२.१९५६	Conveyance & Assignment (Regd.no.८०३९ दि.२२/११/१९५७)	Sobhraj Jhamatmal (Vendor), Jethi T.Sipahimalani (Confirming Part) to Navjivan Co.Operative Housing Society Ltd. (Purchaser)
५	Kumari Jethi T. Sipahimalani Co.Operative Housing Society Ltd.	०९/०२/१९८७	Deed of Correction (Regd.no.३११ दि.०४/०५/१९८७)	As per Deed of Correction Name of Navjivan Co.Operative Housing Society Ltd. Changed to Kumari Jethi T. Sipahimalani Co.Operative Housing Society Ltd.

ज्याअर्थी, विषयाधीन भाडेपट्टा मिळकतीतील विनापरवानगी हस्तांतरणबाबतचा शर्तभंग नियमानुकूल करणेकरीता नियमानुसार दंडात्मक कार्यवाही करणेस मान्यता देण्यात आलेली आहे.

ज्याअर्थी, वरील तक्त्यात नमुद केल्याप्रमाणे विषयाधीन मिळकतीत हस्तांतरणे झालेले असून अ.क्र.२ ते ४ मध्ये नमुद हस्तांतरणे सन १९६६ पूर्वीची म्हणजेच महाराष्ट्र जमिन महसूल अधिनियम, १९६६ अस्तित्वात येणेपूर्वीची असल्याने संहितेच्या कलम ३७ (अ) व २९५ अन्वये सदर हस्तांतरणाबाबत अनर्जित उत्पन्नाची आकारणी करणे उचित नाही. तसेच अ.क्र.५ मध्ये नमुद केल्यानुसार दि.०९/०२/१९८७ रोजीच्या Deed of Correction दस्तानुसार नवजीवन को.ऑप.हौ.सो.लि. या संस्थेच्या नावाची नोंद रद्द करून कुमारी जेटी टी. सिपाहीमलानी को.ऑप.हौ.सो.लि. या संस्थेच्या नावाची नोंद मिळकतपत्रिकेवर घेण्यात आलेली असल्याने प्रकरणी भाडेपट्ट्याचे हस्तांतरण झालेले नाही.

वाणिज्यिक वापराबाबत :-

ज्याअर्थी, उपोद्घातातील क्र.६ नुसार विषयाधीन भाडेपट्टा मिळकतीमधील पोस्ट ऑफीसकरीता होणारा वाणिज्य वापर हा १५ टक्के च्या आत असल्याने महसूल व वन विभाग, शासन निर्णय दि.१४/०६/१९८८ अन्वये अनुज्ञेय आहे. तरी शासन निर्णयातील तरतूदीप्रमाणे आवश्यक ती कार्यवाही करणेबाबत शासनाने निर्देश दिलेले आहे.

ज्याअर्थी, महसूल व वन विभाग, शासन निर्णय दि.१४/०६/१९८८ मधील तरतूदीनुसार भाडेपट्टा मिळकतीवरील वाणिज्य प्रयोजनासाठी संस्थेने वापर केलेल्या जागेकरीता अतिरिक्त भूईभाडे वसूल करणे आवश्यक आहे. त्यानुषंगाने उपोद्घातातील क्र.७ नुसार दि.०१/०७/१९६९ ते ३१/१२/२०२५ या कालावधीकरीता देय अतिरिक्त भूईभाडे र.रू.१६,०१,८५६/- इतके शासनखाती भरणा करणेबाबत कळविणेत आलेले आहे.

भोगवटादार वर्ग-१ सत्ताप्रकारात रुपांतरण :-

ज्याअर्थी, उपोद्घातातील क्र.६ नुसार माहिम महसूल विभागातील न.र.यो.-३, अं.भु.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे रहिवास व वाणिज्य प्रयोजन विचारात घेवून भोगवटादार वर्ग-१ या सत्ताप्रकारात रुपांतरण करणेकरीता येणाऱ्या अधिमुल्याची रक्कम रू.१ कोटी पेक्षा कमी असल्याने शासन अधिसूचना, महसूल व वन विभाग, महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग-२ आणि भाडेपट्ट्याने प्रदान केलेल्या जमिनी भोगवटादार वर्ग-१ मध्ये रुपांतरित करणे) नियम २०२५, दिनांक ०४/०३/२०२५ व शुद्धीपत्रक दि.०६/०३/२०२५ अन्वये जिल्हाधिकारी, मुंबई शहर यांनी त्यांचे स्तरावरून कार्यवाही करणेबाबत निर्देशित केलेले आहे.

ज्याअर्थी, महाराष्ट्र शासनाने भाडेपट्ट्यावर देण्यात आलेल्या शासकीय जमिनी भोगवटादार वर्ग- १ मध्ये रुपांतरीत करणेसाठी महाराष्ट्र शासन राजपत्र असाधारण भाग - ४ ब, असाधारण क्र.८५ नुसार दिनांक ०४.०३.२०२५ अन्वये अधिसूचना निर्गमित केलेली आहे. सदर नियमास महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग - २ आणि भाडेपट्ट्याने धारण केलेल्या जमिनी भोगवटादार वर्ग -१ मध्ये रुपांतरीत करणे) नियम, २०२५ असे संबोधण्यात आले असून या नियमाचे अवलोकन केले असता भोगवटादार वर्ग-२ आणि भाडेपट्ट्याने धारण केलेल्या जमिनी भोगवटादार वर्ग -१ मध्ये रुपांतरीत करणेकामी खालीलप्रमाणे कार्यवाही करावयाची आहे.

३.(१) या नियमांतील तरतूदीप्रमाणे भोगवटादार वर्ग - २ धारणाधिकारावर किंवा भाडेपट्ट्याने प्रदान केलेल्या शासकीय जमिनीच्या प्रदानानंतर, त्या जमिनीच्या मूळ मंजूर प्रयोजनार्थ प्रत्यक्ष वापर सुरु होऊन, ५ वर्षांचा कालावधी पूर्ण झाल्यानंतरच त्या भोगवटादार वर्ग -१ मध्ये रुपांतरण करण्यासाठी अशा भोगवटादार वर्ग - २ च्या जमिनीचा धारक किंवा भाडेपट्टाधारक संबंधित जिल्हाधिका-याकडे अर्ज करू शकेल.

(२) वरील उप-नियम (१) मध्ये नमूद केल्याप्रमाणे अर्ज प्राप्त झाल्यानंतर, जिल्हाधिकारी अशा जमिनीचा तपशील व अशा जमीन प्रदानाच्या अटी व शर्तीचे उल्लंघन अथवा भंग झाला आहे का हे तपासून घेईल.

(३) अशा तपासणीमध्ये जमीन प्रदानाच्या अटी व शर्तीचा भंग झाल्याचे व अशा अटी व शर्तीचा भंग सक्षम प्राधिकाऱ्याने नियमानुकूल केलेला नसल्याचे निदर्शनास आल्यास, जिल्हाधिकारी असा अर्ज तया बाबतची कारणे नमूद करुन नाकारील.

(४) अशा तपासणीमध्ये जमीन प्रदानाच्या अटी व शर्तीचा भंग झाला नसल्याचे निदर्शनास आल्यास अथवा अटी व शर्तीचा झालेला भंग तो नियमानुकूल करण्यास सक्षम असलेल्या प्राधिकाऱ्याने नियमानुकूल केला असल्यास, जिल्हाधिकारी, खालील तक्त्यामध्ये नमूद केलेले अधिमूल्य तसेच, अटीच्या अधीन राहून भोगवटादार वर्ग - २ च्या किंवा भाडेपट्ट्याच्या जमिनीचे भोगवटादार वर्ग - १ जमिनीमध्ये रुपांतरण करण्याबाबतचे आदेश देईल.

ज्याअर्थी, महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग-२ आणि भाडेपट्ट्याने धारण केलेल्या जमिनी भोगवटादार वर्ग-१ मध्ये रुपांतरीत करणे) नियम, २०२५, दि.०४ मार्च, २०२५ मधील नियम क्र.४ (ब) मध्ये नमुद तक्त्यातील अ.क्र.५ अन्वये कब्जेहक्काने भोगवटादार वर्ग-२ किंवा भाडेपट्ट्याच्या जमिनी धारण करणाऱ्या सहकारी गृहनिर्माण संस्थेकरीता अशा जमिनीच्या प्रचलित वार्षिक दर विवरणपत्रातील दराप्रमाणे येणाऱ्या किंमतीच्या १०% प्रमाणे रुपांतरण शुल्क तसेच अ.क्र.१ नुसार वाणिज्यीक प्रयोजनासाठी प्रचलित वार्षिक दर विवरणपत्रातील दराप्रमाणे येणाऱ्या किंमतीच्या ५०% प्रमाणे रुपांतरण शुल्क आकारणी करणेबाबत नमुद आहे.

ज्याअर्थी, विषयाधीन मिळकतीच्या मिळकत पत्रिकेवर कुमारी जेटी टी. सिपाहीमलानी को. ऑप. हौ. सो. लिमिटेड या संस्थेचे नाव भाडेपट्टाधारक म्हणून दाखल असून सद्यस्थितीत सदर भाडेपट्ट्याची जमीन कुमारी जेटी टी. सिपाहीमलानी को.ऑप.हौ.सो.लि. या सहकारी गृहनिर्माण संस्थेने धारण केलेली आहे. तसेच विषयाधीन मिळकतीचे विनापरवानगी झालेले हस्तांतरण नियमानुकूल करणेकरीता शासनाने दि.२७/०६/२०२५ रोजीच्या जापनान्वये मान्यता देण्यात आलेली आहे.

ज्याअर्थी, दि.३०/०७/१९१७ रोजीच्या भाडेपट्टा करारामध्ये मिळकतीच्या वापराबाबत अट नमुद असल्याचे दिसून येत नाही. तथापी अर्जदार संस्थेने सादर केलेल्या बृहन्मुंबई महानगरपालिकेडील विकास नियोजन आराखडा (डी.पी.रिमाक्स २०३४) मध्ये माहिम महसूल विभागातील नगर रचना योजना -३, अं.भु.क्र.५६४ व ५६५ ही मिळकत रहिवास (Residential) झोन मध्ये असल्याचे नमुद आहे. तसेच स्थळपाहणी अहवालानुसार सदर भाडेपट्टा मिळकतीचा वापर पोस्ट ऑफीस, बेस्टचे सब स्टेशन, सुरक्षा चौकी व संस्थेच्या रहिवासी इमारतीकरीता होत असल्याचे दिसून येत आहे. परिरक्षण भूमापक यांनी दि.१८/०६/२०२५ रोजी सादर केलेल्या अहवालात भाडेपट्टा मिळकतीवरील पोस्ट ऑफीस वापराकरीताचे (वाणिज्य वापराकरीता) क्षेत्र अंदाजे १६.५० चौ.मी. इतके नमुद केले आहे. सदर बाब विचारात घेता, भाडेपट्टा मिळकतीचा काही भाग वाणिज्यीक कारणाकरीता वापरण्यात येत असल्याने वाणिज्यीक वापराच्या क्षेत्रानुसार आकारणी करणे आवश्यक आहे.

महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग-२ आणि भाडेपट्ट्याने धारण केलेल्या जमिनी भोगवटादार वर्ग-१ मध्ये रूपांतरित करणे) नियम, २०२५, दि.०४ मार्च, २०२५ मधील नियम क्र.४ (ब) मध्ये नमुद तक्त्यातील अ.क्र.५ व १ अन्वये विषयाधीन भाडेपट्टा जमिनीचे भोगवटदार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेकामी सन २०२५-२६ चे प्रस्तूत जमिनीचे वार्षिक दर विवरणपत्रानुसार बाजारमुल्य विचारात घेता रहिवास व वाणिज्य प्रयोजनासाठीचे रूपांतरण अधिमुल्य शुल्काची रक्कम खालीलप्रमाणे परिगणीत होत आहे.

विभाग	भूकर क्रमांक	क्षेत्र (चौ.मी.)	अनुज्ञेय चटई क्षेत्र १.३३ प्रमाणे (चौ.मी.)	सन २०२५-२६ च्या रेडीरेकनर नुसार बाजार मुल्य दर (र.रू.)	एकूण मुल्यांकन (र.रू.)	रूपांतरण अधिमुल्य शुल्क (र.रू.)
माहिम	न.र.यो.-३, अं.भू.क्र. ५६५(पै.)	५६०.४३	५६०.४३ X १.३३ = ७४५.३७ चौ.मी.	१,००,७७०/-	७४५.३७ चौ.मी. X १,००,७७०/- = ७,५१,१०,९३५/-	७,५१,१०,९३५/- (एकूण मुल्यांकनाच्या १०% प्रमाणे)
		१६.५०	१६.५० X १.३३ = २१.९५ चौ.मी.	१,००,७७०/-	२१.९५ चौ.मी. X १,००,७७०/- = २२,११,९०२/-	२१,०५,९५१/- (एकूण मुल्यांकनाच्या ५०% प्रमाणे)
	एकूण	५७६.९३				८६,१७,०४५/-

वरील तक्त्यात नमुद केल्यानुसार भोगवटदार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेकामी र.रू. ८६,१७,०४५/- इतके रूपांतरण शुल्क परिगणीत होत आहे. तरी संस्थेस खालीलप्रमाणे रक्कम शासनखाती भरणा करणे आवश्यक आहे.

अ.क्र.	विवरण	रक्कम रूपये
१.	मिळकतीतील विनापरवानगी हस्तांतरण नियमानुकूल करणेकरीता अनर्जित उत्पन्नापोटी रक्कम	निरंक
२.	अतिरिक्त भूईभाडेकरीता देय रक्कम	१६,०१,८५६/-
३.	भोगवटादार वर्ग-१ मध्ये रूपांतरण करणेकरीता देय अधिमुल्य	८६,१७,०४५/-
	एकूण	१,०२,१८,९०१/-

ज्याअर्थी, उपोद्घातातील क्र.७ नुसार विषयाधीन भाडेपट्टा मिळकतीचे भोगवटादार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेच्या अनुषंगाने वरीलप्रमाणे परिगणीत होत असलेली अधिमुल्याची रक्कम रूपये ८६,१७,०४५/- व अतिरिक्त भूईभाडेकरीता देय रक्कम रू.१६,०१,८५६/- असे एकूण रक्कम रूपये १,०२,१८,९०१/- (अक्षरी र.रू. एक कोटी दोन लाख अठरा हजार नऊशे एक फक्त) शासनखाती भरणा

करणेबाबत तसेच र.रू.५००/- च्या मुद्रांक पेपरवर विहित नमुन्यात हमीपत्र/बंधपत्र सादर करणेबाबत भाडेपट्टाधारक संस्थेस कळविण्यात आले आहे.

ज्याअर्थी, उपोद्घातातील क्र.८ नुसार विषयाधीन भाडेपट्टा मिळकतीचे भोगवटादार वर्ग-१ या सत्ताप्रकारामध्ये रूपांतरण करणेकरीता देय होत असलेली एकूण र.रू.१,०२,१८,९०१/- (अक्षरी र.रू.एक कोटी दोन लाख अठरा हजार नऊशे एक फक्त) इतकी रक्कम शासकीय जमा लेखांकन प्रणालीद्वारे शासनखाती भरणा केलेली असून त्याबाबतचे चलनाची प्रत या कार्यालयास सादर केलेली आहे. त्याचा तपशिल खालीलप्रमाणे आहे.

चलन क्रमांक	दिनांक	रक्कम रूपये
GRN MH००५१३४१७६२०२५२६P	०८/०७/२०२५	८६,१७,०४५/-
GRN MH००५१३३२७४२०२५२६P	०८/०७/२०२५	१६,०१,८५६/-
	एकूण	१,०२,१८,९०१/-

तसेच उक्त रक्कमेशिवाय या कार्यालयाकडून क्षेत्राबाबत तसेच अनावधानाने किंवा रक्कम परिगणित करतांना किंवा शासनाच्या प्रचलित धोरणाप्रमाणे वैद्यरित्या आकारणी करणे आवश्यक आहे, अशी काही रक्कम भविष्यात/नंतरहून शासनाच्या निदर्शनास आल्यास किंवा लेखापरिक्षणात निदर्शनास आल्यास, ती रक्कम शासनास विनातक्रार अदा करेल व याबाबत कोणत्याही न्यायालयात दावा करणार नाही असे र.रू.५००/- च्या मुद्रांक पेपरवर भाडेपट्टाधारक संस्थेने हमीपत्र सादर केलेले आहे.

उपरोक्त बाबी विचारात घेता, प्रस्तुत प्रकरणातील भाडेपट्ट्याच्या मिळकतीचे भोगवटादार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेबाबतची विनंती खालील मुद्द्यांच्या अनुषंगाने मान्य करणेस हरकत दिसून येत नाही.

अ. माहिम महसूल विभागातील भूकर क्र.१२३० (Laughtons Survey No.१A/६४) चे क्षेत्र १२६५ चौ.वार The Secretary of State for India In Council (Lessor) म्हणजेच शासनाने Kharshedji Dhanjibhai Shroff (Lessee) यांना ९९९ वर्षाकरीता दि.१५/०१/१९१३ पासून भाडेपट्ट्याने देण्यात आलेले आहे. सदर मिळकतीचा भाडेपट्टा चालू आहे.

आ. सदर मिळकतीचे एकूण क्षेत्र १२६५ चौ.वार पैकी क्षेत्र ६९० चौ.वार (५७६.९३ चौ.मी.) इतके क्षेत्र माहिम महसूल विभाग, नगर रचना योजना क्रमांक -३, अं.भू.क्र.५६५ मध्ये सामील झालेले आहे.

इ. माहिम महसूल विभागातील न.र.यो.-३, अं.भू.क्र.५६५ या मिळकतीच्या अधिकार अभिलेख्यानुसार मिळकतीचे एकूण क्षेत्र १७४६२ चौ.वार (१४६००.६५ चौ.मी.) इतके असून त्यापैकी क्षेत्र ६९० चौ.वार (५७६.९३ चौ.मी.) इतके क्षेत्र शासनाचे (Lease Hold) असल्याबाबत नोंद आहे. तसेच सदर भाडेपट्टा मिळकतीचे वेळोवेळी हस्तांतरण होवून सद्यस्थितीत मिळकतपत्रिकेवर भाडेपट्टाधारक म्हणून कुमारी जेटी टी. सिपाहीमलानी को.ऑप.हौ.सो.लिमीटेड या संस्थेच्या नावाची नोंद दाखल आहे.

ई. विषयाधीन मिळकतीतील विनापरवानगी झालेले हस्तांतरणे नियामानुकूल करणेस शासनाने मान्यता दिलेली आहे.

उ. या कार्यालयाकडील दि.०४/०७/२०२५ रोजीचे मागणी नोटीसन्वये सदर भाडेपट्टा मिळकतीचे भोगवटादार वर्ग-१ या सत्ताप्रकारामध्ये रूपांतरण करणे व वाणिज्यीक वापराकरीता अतिरिक्त भूईभाडे साठी देय होत असलेली एकूण र.रू.१,०२,१८,९०१/- शासनखाती भरणा करणेबाबत भाडेपट्टाधारकास कळविणेत आले असता सदर रक्कमेचा शासकीय जमा लेखांकन प्रणालीद्वारे भरणा केल्याबाबतची चलानाची प्रत व र.रू. ५००/- च्या मुद्रांक पेपरवर हमीपत्र सादर केलेले आहे.

त्याअर्थी, उपरोक्त बाब विचारात घेता महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग - २ आणि भाडेपट्ट्याने धारण केलेल्या जमिनी भोगवटादार वर्ग -१ मध्ये रूपांतरीत करणे) नियम, २०२५ मधील नियम १ (२), ३ (१) (२) (४) ची पूर्तता करून तसेच नियम क्र.४ (ब) मध्ये नमूद तक्त्यातील अ.क्र.५ व १ नुसार रूपांतरण अधिमुल्य भरणा करून घेण्यात आलेले असून नियमातील कार्यवाही पूर्ण झाली असल्याने सदर नियमातील ३ (४) नुसार शासनाने प्रदान केलेल्या अधिकाराचा वापर करून मी, जिल्हाधिकारी, मुंबई शहर पुढीलप्रमाणे आदेश देत आहे.

आदेश

१. माहिम महसूल विभाग, न.र.यो.-३, अं.भू.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे दि.१९/०५/१९२०, १०/१०/१९४१ व २०/१२/१९५६ रोजीच्या दस्तान्वये झालेले विनापरवानगी हस्तांतरण नियमानुकूल करणेस मान्यता देण्यात येत आहे.
२. माहिम महसूल विभाग, न.र.यो.-३,अं.भू.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे महाराष्ट्र जमीन महसूल संहिता, १९६६ च्या कलम ३२८, आणि कलम २९ अ नुसार मला प्राप्त अधिकारान्वये "महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग - २ आणि भाडेपट्ट्याने धारण केलेल्या जमिनी भोगवटादार वर्ग -१ मध्ये रूपांतरीत करणे) नियम, २०२५ मधील नियम १ (२), ३ (१) (२) (४) तसेच नियम क्र.४ (ब) मध्ये नमूद तक्त्यातील अ.क्र.५ व १ नुसार भाडेपट्ट्याने प्रदान केलेल्या जमिनीचे भोगवटादार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेकरीता देय होत असलेल्या अधिमुल्याचा भरणा शासनखाती केलेला असल्याने तसेच विनापरवानगी हस्तांतरणबाबतचा शर्तभंग नियमित केला असल्याने उक्त नमूद नियम ३ (४) मधील अधिकाराचा वापर करून मी, जिल्हाधिकारी, मुंबई शहर उपरोक्त जमीन भोगवटादार वर्ग - १ या सत्ताप्रकारात रूपांतरीत करण्याचे आदेश देत आहे.
३. अधिक्षक, मुंबई नगर भूमापन व भूमी अभिलेख (शहर) यांनी या आदेशाची नोंद मिळकत पत्रिकेवर घेणेत येऊन सत्ताप्रकारामध्ये भोगवटादार वर्ग-१ अशी दुरुस्ती करणेत यावी.
४. प्रस्तुत प्रकरणात भोगवटादार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेसाठी अगर शर्तभंग नियमाकूल करणे अथवा अन्य प्रकारे असलेली रक्कम परिगणीत करताना जर अनावधानाने किंवा चुकीने ती कमी आकारण्यात आल्याचे भविष्यात लेखापरिक्षण अथवा कोणत्याही तपासणीत निदर्शनास आल्यास अशी रक्कम शासनखाती भरणा करावयाची जबाबदारी भोगवटादार यांची राहिल.
५. सदर मिळकतीबाबत भविष्यात शासनाकडून वेळोवेळी प्राप्त होणारे आदेश/निर्देशाचे पालन करणे भोगवटादार यांचेवर बंधनकारक राहिल.



६. प्रस्तुत जमिनीस महाराष्ट्र जमीन महसूल अधिनियम १९६६ च्या कलम २६२ नुसार जमीन महसूल आकारणी करण्यात यावी.
७. सदर जमीनीचा वापर रहिवास प्रयोजनासाठी अनुज्ञेय राहिल.
८. सदर जमिनीचा विकास महाराष्ट्र प्रादेशीक नियोजन व नगर रचना अधिनियम १९६६ व बृहन्मुंबई महानगरपालिकेच्या विकास नियंत्रण नियमावली २०३४ नुसार करणे आवश्यक राहिल.
९. महाराष्ट्र जमिन महसूल अधिनियम १९६६ व त्याखालील प्रचलित कायदे व नियम भोगवटादार यांस बंधनकारक राहतील.
१०. आदेशाची अंमलबजावणी तात्काळ करणेत यावी.

दिनांक :- 17 JUL 2025

स्थळ :- मुंबई



(Handwritten signature)
(आंचल गोयल)
जिल्हाधिकारी, मुंबई शहर

प्रति,

अध्यक्ष/सचिव,

कुमारी जेठी टी. सीपाहीमलाणी को.ऑप.हौ.सो.लि.,

जेठीबेन कॉलनी, एफ.पी.नं.५६५, मोरी रोड,

माहिम, मुंबई - ४०००१६.

प्रत,

१. मा.अपर मुख्य सचिव (महसूल), महसूल व वन विभाग, मादाम कामा मार्ग, मंत्रालय, मुंबई ४०००३२ यांचे माहितीकरीता सविनय सादर.
२. मा.विभागीय आयुक्त, कोकण विभाग, विभागीय कोकण कार्यालय, सी.बी.डी.बेलापूर, नवी मुंबई ४०० ६१४ यांचे माहितीकरीता सविनय सादर
३. सहा.अधीक्षक न.भू.क्र.२, नगर भूमापन शाखा, जिल्हाधिकारी कार्यालय, मुंबई शहर यांना आवश्यक त्या कार्यवाही करीता.
- ४.तहसिलदार, जमीन महसूल वसूली शाखा, जिल्हाधिकारी कार्यालय, मुंबई शहर, यांना आवश्यक त्या कार्यवाही करीता.
- ५.तहसिलदार, ईनामी व विशेष अवधि निर्मुलन शाखा, जिल्हाधिकारी कार्यालय, मुंबई शहर, यांना आवश्यक त्या कार्यवाही करीता.

ANNEXURE 7

LIST OF AMENITIES AND FACILITIES

A. PODIUM AMENITIES

LIST OF AMENITIES ON PODIUM	
SR. NO.	AMENITY AREAS
1	CLUB HOUSE
2	JOGGING TRACK
3	MAIN POOL
4	SHALLOW POOL
5	KIDS POOL
6	DECK
7	CABANA
8	KIDS PLAY AREA
9	SENIOR CITIZEN CORNER
10	CLOSED JACUZZI (2 PARTS – MEN AND WOMEN)

B. R. G. AMENITIES

LIST OF AMENITIES ON R.G	
SR.NO	AMENITY AREAS
1	MULTIPURPOSE COURT
2	TENNIS COURT
3	CRICKET PITCH / ARCHERY
4	BASKET BALL COURT

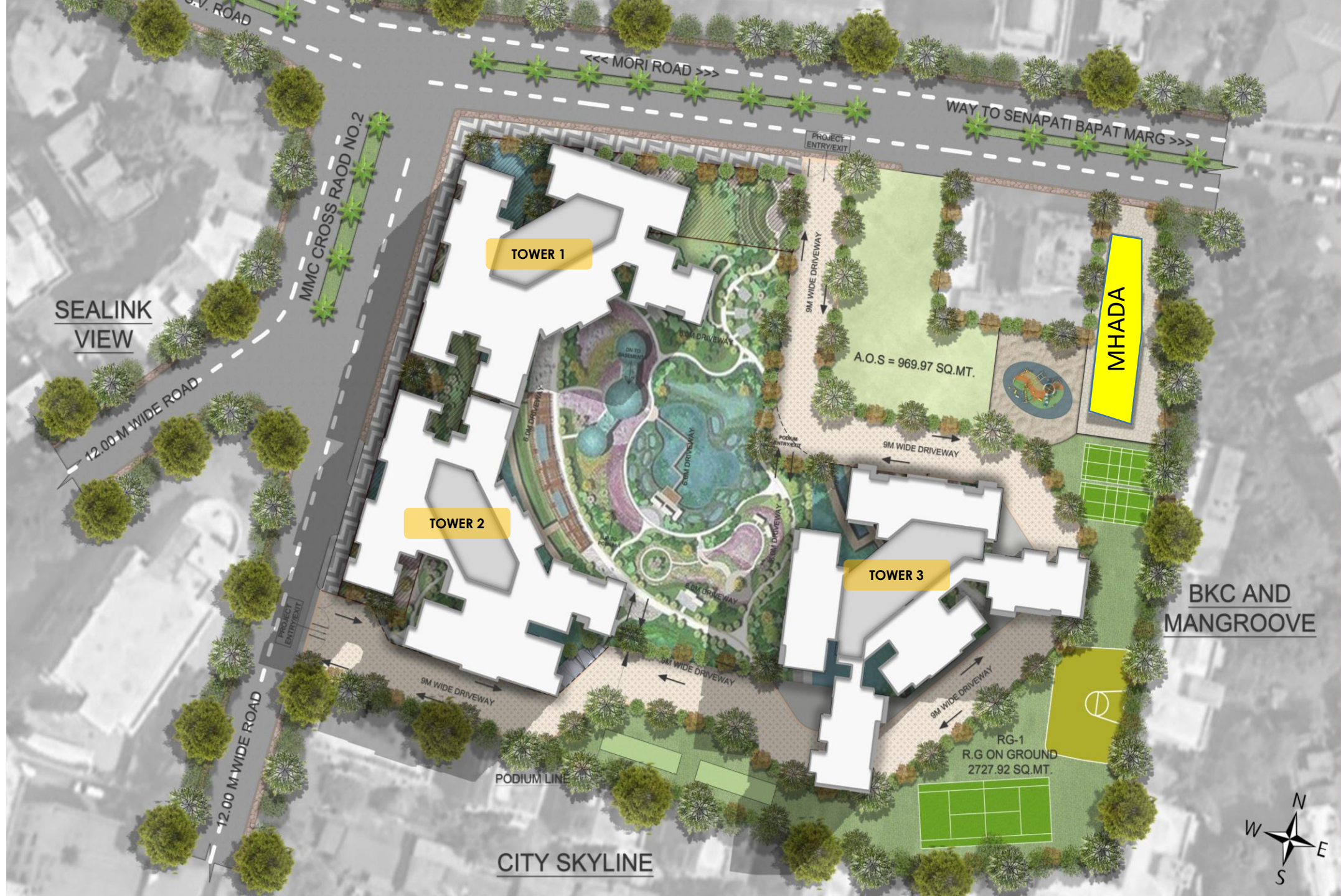
C. CLUBHOUSE AMENITIES

LIST OF AMENITIES IN CLUB HOUSE	
SR.NO	AMENITY AREAS
1	GYM
2	INDOOR GAME ROOMS (POOL TABLE, MINI FOOSBALL, CARROM, TABLE TENNIS ETC.)
3	LIBRARY
4	MULTI PURPOSE HALL
5	BUSINESS LOUNGE
6	PRAYER HALL

Note: Estimated Built-Up Area (BUA) of Clubhouse Amenities of the Project will be ~17,000 sq. ft.

D. OTHER AMENITIES AND FACILITIES:

1. RECYCLING WATER FOR GARDEN
2. SOLAR LIGHTS FOR COMMON AREAS
3. MID LANDING SERVANT BATHROOM AND TOILETS
4. A/C DRAIN WATER PIPE PROVISION
5. EV CHARGING POINT PROVISIONS IN PARKING
6. CCTV WITH SECURITY CABIN



TOWER 1

TOWER 2

TOWER 3

MHADA

A.O.S = 969.97 SQ.MT.

RG-1
R.G ON GROUND
2727.92 SQ.MT.

SEALINK
VIEW

MORI ROAD

WAY TO SENAPATI BAPAT MARG

MMC CROSS ROAD NO.2

12.00 M-WIDE ROAD

12.00 M-WIDE ROAD

CITY SKYLINE

BKC AND
MANGROOVE



PERMANENT ALTERNATE ACCOMMODATION AGREEMENT

BETWEEN



AND

TEN X REALTY WEST LIMITED

AND

KUMARI JETHI T SIPAHIMALANI CO-OPERATIVE HOUSING SOCIETY LIMITED

PERMANENT ALTERNATE ACCOMMODATION AGREEMENT

This Permanent Alternate Accommodation Agreement (“**Agreement**”) entered into at Mumbai on this [●] day of [●], 2025;

BETWEEN

[●], of Mumbai, Indian Inhabitant, presently residing at [●] and also having his residence at [●] (hereinafter referred to as “**Member(s)**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, successors, administrators and assigns) of the **FIRST PART**;

AND

TEN X REALTY WEST LIMITED, a company incorporated under the provisions of the Companies Act, 2013, having CIN: **U41000MH2024PLC416599** and its registered office at Pokharan Road, Jekegram, Thane – 400 606 (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 permitted assigns) of the **SECOND PART**;

AND

KUMARI JETHI T SIPAHIMALANI CO-OPERATIVE HOUSING SOCIETY LIMITED, a co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1961 as a housing society, under Registration No BOM/(WD)HSG/(TC)367/84-85 of 1984, having its registered address at Jethiben Colony, F.P.No-565, Mori Road, Mahim, Mumbai-400016 through its Office bearers viz., (1) Capt. M .S .Viridi, the Chairman, (2) Mr. Kumar Darira, the Secretary, (3) Dr. Rajesh Gokani, the Treasurer, being the authorized signatories, in pursuance to the resolution passed at the special general body meetings of the members of the society held on [●] (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), acting as a **Confirming Party**, of the **THIRD PART**.

The Society, the Member(s) and the Developer are individually referred to as “**Party**” and collectively referred to as “**Parties**”.

WHEREAS:

- (A) The Society is the absolute owner of and as such is seized and possessed of all that piece and parcel of land bearing C.S. No 1/1231 and C.S. No 1/1230 and 2/1230 and Final Plot No 565 of Town Planning Scheme III of Mahim Division, admeasuring 14,600.45 square meters, situate, lying and being at Mahim, junction of MMC Road No 2 and Mori Road, District Mumbai City, Mumbai – 400 016 (“**Land**”) together with 20 (twenty) residential buildings comprising of ground plus 3 (three) upper floors divided into 32 (thirty-two) wings (“**Buildings**”) consisting of consisting of 267 (two hundred and sixty-seven) residential flats, 12 (twelve) covered garages and 17 (seventeen) commercial shops (including 3 (three) shops used as post office). The Land is more particularly described in the **First Schedule** hereunder written and is delineated in RED colour boundary line on the plan annexed hereto as **Annexure 1**. The Land and the Buildings are collectively referred to as the “**Property**”.
- (B) Each member of the Society, by virtue of his / her / their shareholding in the share capital of the Society, is entitled to use and occupy a self-contained [residential unit / shop and garage] in the Building.
- (C) The Member(s) is/are the absolute owner(s) of [●] shares of the Society held under Share Certificate No [●] and bearing distinctive numbers [●] to [●] (“**Shares**”). Incidental to the ownership of the Shares, the Member(s) is/are entitled to occupy flat bearing No [●] admeasuring [●] square feet carpet area and [1 (one) garage being garage No [●] admeasuring [●] square feet built-up area] in Building No [●], Wing [●] constructed on the Land (“**Existing Flat**”). The Shares and the Existing Flat are hereinafter collectively referred to as the “**Existing Premises**”.

- (D) By and under a Re-Development Agreement dated [●] executed by the Society in favour of the Developer, registered with the office of Sub-Registrar of Assurances at [●], under Registration No [●] of 2025 (“**Development Agreement**”), the Society has granted development rights unto and in favour of the Developer to undertake redevelopment of the Property by demolishing the Buildings and by constructing and erecting new buildings / structures known as ‘[●]’ on the Land *inter alia* for rehousing free of cost all or any of the members of the Society (“**New Buildings**”).
- (E) Pursuant to execution of the Development Agreement, the Developer has obtained and received the necessary Intimation of Disapproval (“**IOD**”) from the Municipal Corporation of Greater Mumbai (“**MCGM**”) as on [●] bearing No [●]. A copy of the said IOD is annexed hereto as **Annexure 2**.
- (F) As agreed under the Development Agreement, the Developer has addressed to the Member(s) a Letter dated [●], requesting delivery of quiet, vacant and peaceful possession of the Existing Premises by [●]. Accordingly, the Member(s) is/are ready and willing to handover quiet, vacant, peaceful and physical possession of the Existing Premises in terms of the aforesaid Letter dated [●].
- (G) In furtherance of the Development Agreement, each member of the Society, including the Member(s) herein, is executing with the Developer and with the Society as a confirming party, an agreement for permanent alternate accommodation for re-allotment of a premises in the New Building, in lieu of the Existing Flat occupied by such Member(s) in the Building.
- (H) The Parties are now executing this Agreement to record the terms of their understanding pertaining to re-allotment by the Society in favour of the Member, of a self-contained [residential] tenement in the New Buildings to be developed by the Developer in terms of the Development Agreement.

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

- 1 The Parties declare and confirm that all the recitals of this Agreement shall form an integral part hereof and shall be read accordingly.
- 2 All capitalized terms used and not defined in this Agreement shall have the same meaning as ascribed to them in the Development Agreement and shall be construed as such.
- 3 In lieu of the Member(s) agreeing to participate in the redevelopment of the Property in accordance with the terms and conditions of the Development Agreement and by virtue of the ownership of the Shares by the Member(s) and the Member(s) agreeing to hand over quiet, vacant, peaceful and physical possession of the Existing Premises to the Developer free from all Encumbrances and Litigations, the Developer, with the confirmation of the Society, hereby allocated to the Member(s), 1 (one) [residential] apartment bearing No [●] admeasuring in the aggregate [●] square feet Carpet Area on the [●] floor of the [●] Wing of the New Buildings (“**New Apartment**”) together with 2 (two) [covered] surface car parking spaces (“**New Car Parking Spaces**”). The New Apartment and New Car Parking Spaces are more particularly described in the **Second Schedule** hereunder written. The New Apartment is delineated in **RED** colour on a copy of the layout plan annexed hereto as **Annexure 2**. The New Apartment and the New Car Parking Spaces are hereinafter collectively referred to as the “**New Premises**”. The Developer further acknowledges that for the benefit of the Member, the Developer has agreed to provide within the New Apartment, the fitting and fixture as set out in **Annexure 3** hereto. The extract of the Allocation Chart reflecting the details of the New Premises allotted to the Member(s) herein is annexed hereto and marked as **Annexure 4**.
- 4 In respect of and/or in relation to the fitting and fixture and Amenities and Facilities mentioned in **Annexure 5** hereto and **Annexure 6** (as per the Development Agreement), it is agreed by the Member(s) that, (i) all natural materials that form a part of the Amenities and Facilities, fixtures and fittings, including, marble, granite,

etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences / variations at the time of installation will be unavoidable; (ii) they would have standard warranties provided by the manufacturer only, and accordingly any defect in any such Amenities and Facilities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system / equipment installer / manufacturer; (iii) beyond manufacturer warranties, comprehensive / non-comprehensive annual maintenance contracts shall be obtained by the Member(s) and/or the Society, as the case may be; and (iv) the Amenities and Facilities shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc., and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

- 5 It is further confirmed that the Member/s has/have been allocated the New Premises as stated herein, by virtue of their pre-existing membership and shareholding in the Society, his/her/their pre-existing interest in capital and property of the Society, and in lieu of the Existing Flat/s (since demolished as hereinbefore recited). Accordingly, on and from the date of the allocation thereof and at all times hereafter, the Shares will now be solely and exclusively attributable to the New Premises.
- 6 The Developer shall complete the construction of the Society Component, obtain occupation certificate in respect of the same and offer the possession of the New Premises to the Member(s) within a period of 36 (thirty-six) months from the Handover Date i.e., the date on which the Society hands over quiet, vacant, peaceful and physical possession of the Property to the Developer. In the event the Developer is unable to complete the construction of the Society Component and obtain occupation certificate in respect of the same within the aforesaid period of 36 (thirty-six) months, then the Developer shall be entitled to a grace period of 12 (twelve) months without reference to the Society and in the event the Developer is unable to complete the construction of the Society Component within the aforesaid grace period of 12 (twelve) months, then the Developer shall be entitled to a final grace period of 12 (months) without reference to the Society (hereinafter referred to as the “**Completion Date**”). In the event, the Developer fails to hand over the possession of the New Premises to the Member(s) after obtaining occupation certificate of the same on or before the Completion Date, then without prejudice to the rights of the Member(s) under the Applicable Law, the amount of Monthly Hardship Allowance payable by the Developer to the Member(s) shall stand escalated by 10% (ten percent) in addition to the escalation as mentioned in this Agreement.
- 7 Payment of Hardship Allowance, Monthly Hardship Allowance, Brokerage, Shifting Charges, etc.
 - 7.1 As per the terms set out and agreed upon in the Development Agreement, the Developer has paid / shall pay to the Member(s) a sum of INR [●] (Indian Rupees [●]) towards Hardship Allowance in the following manner:
 - 7.1.1 An amount of INR [●] (Indian Rupees [●]) being 20% (twenty percent) of the Hardship Allowance has been paid by the Developer to the Member(s) upon execution and registration of the Development Agreement (the payment and receipt whereof the Member(s) do/doth hereby admit(s) and acknowledge(s) and of and from thereof and every part thereof doth hereby forever acquit(s) release(s) and discharge(s) the Developer); and
 - 7.1.2 The balance amount of INR [●] (Indian Rupees [●]) being 80% (eighty percent) of the Hardship Allowance shall be paid by the Developer to the Member(s) on the Handover Date i.e., the date on which the Society hands over quiet, vacant, peaceful and physical possession of the Property to the Developer.

7.2 Further, the Developer shall pay the Member(s) the following amounts in respect of the project and reallocation:

7.2.1 Monthly Hardship Allowance:

- (a) A sum of INR [●] (Indian Rupees [●]), payable on and from the Handover Date on a monthly basis, calculated on the basis of INR 176 (Indian Rupees One Hundred and Seventy-Six) per square feet of the Existing Carpet Area of the Existing Flat (“**Displacement Allowance**”), towards Member(s) securing temporary alternate accommodation, till the Possession Date.
- (b) The Displacement Allowance shall be escalated after every 12 (twelve) months from the Handover Date in the manner as more particularly set out in **Annexure 6**.
- (c) The Developer shall deposit the cheques with the Society / transfer money in advance through RTGS and/or NEFT or any other mode to the Member(s) towards Displacement Allowance on 3rd day of each month from the Handover Date. The Society shall be responsible for the purpose of handing over the cheques to the Member(s) without any reference or recourse to the Developer.
- (d) The Developer shall, as and by way of security, deposit with the Society undated cheques for an amount equivalent to 12 (twelve) months’ Monthly Hardship Allowance payable by the Developer to the Member(s). In the event there is any default on part of the Developer in transferring the Monthly Hardship Allowance to the Member(s) in accordance with this Agreement, then the Member(s) shall be entitled to encash such undated cheques only to the extent of the Monthly Hardship Allowance due and payable by the Developer. The Society shall be responsible for the purpose of handing over the cheques to the relevant Member(s) without any reference or recourse to the Developer.
- (e) The obligation of the Developer to pay the Monthly Hardship Allowance shall be a continuing obligation until the Possession Date. In the event, the Developer fails to pay to the Member(s), the Monthly Hardship Allowance as envisaged herein, the Developer shall be liable to pay interest at the rate of 18% per annum from the date of default till the date of actual payment and realisation thereof. It is clarified that the Developer shall not stop the payment of the Monthly Hardship Allowance to the Member(s) until the Possession Date.

7.2.2 Brokerage:

The Developer shall, on the Handover Date, pay to the Member(s) a one-time amount of INR [●] (Indian Rupees [●]) i.e., one month’s Displacement Allowance (“**Brokerage**”), towards reimbursement of brokerage charges incurred by the Member(s) for availing the temporary alternate accommodation.

7.2.3 Shifting Charges:

- (a) The Developer shall pay to Member(s) an amount of INR 1,50,000 (Rupees One Lakh and Fifty Thousand) as shifting and re-shifting allowance (“**Shifting Charges**”) in the following manner:
 - (i) 50% (fifty percent) of the Shifting Charges i.e., INR 75,000 (Indian Rupees Seventy-Five Thousand) shall be paid by the Developer to the Member(s) on the Handover Date; and

- (ii) Balance 50% (fifty per cent) of the Shifting Charges, i.e., INR 75,000 (Indian Rupees Seventy-Five Thousand) shall be paid by the Developer to the Member(s) upon the Member(s) executing the no-objection certificate / letters as prescribed by MHADA for the purpose of obtaining occupation certificate as mentioned in the Development Agreement.

7.2.4 Execution Expenses

The Developer shall pay a one-time amount of INR 5,000 (Indian Rupees Five Thousand) to the Member(s) on the Handover Date towards stamp duty and registration charges to be paid on the leave and license agreement to be executed by the Member(s) in respect of their temporary accommodation.

- 8 The Developer shall be entitled to carry out such necessary amendments / modifications to the building plans in respect of the New Buildings and/or the Project as it may deem fit provided that such amendments / modifications , shall not change the location, configuration and orientation and/or reduce the Carpet Area of the New Apartment. It is clarified that while the Developer shall be entitled to change the location and increase the scope of the Amenities and Facilities and the Common Areas, the Developer shall not reduce the scope of such Amenities and Facilities and Common Areas. The Member(s) agree(s) and undertake(s) to extend necessary cooperation as may be required by the Developer in this regard.
- 9 At any time after the execution and registration of this Agreement, the Developer shall issue a written letter to the Society requiring the Society to handover possession of the Property to the Developer ("**Vacating Notice**"), which in turn the Society shall send to the Member(s), calling upon the Members(s) to hand over quiet, vacant, peaceful and physical possession of the Existing Flat to the Society. The Member(s) shall, within a period of 60 (sixty) days from the date of receipt of the Vacating Notice, vacate the Existing Flat and hand over quiet, vacant, peaceful and physical possession of the Existing Flat to the Society which in turn shall forthwith hand over possession of the Existing Flat to the Developer in accordance with the terms of the Development Agreement.
- 10 The Member(s) hereby represent(s), declare(s), covenant(s) and warrant(s) unto the Developers that:
 - 10.1 The Member(s) has/have clear, free and marketable title to Existing Premises free from all or any Encumbrances of whatsoever nature and is the absolute owner thereof and that no other person or persons has / have any right, title, interest, claim or demand of any nature whatsoever into or upon the same by way of sale, lien, mortgage, charge, bequest, gift, trust, tenancy, lease, leave and license or otherwise.
 - 10.2 The Member(s) is/are in continuous, exclusive and uninterrupted possession of the same, and no other person or persons has or have any right or entitlement of whatsoever in respect of the same.
 - 10.3 The Member(s) has/have full power, absolute right and authority to enter into this Agreement and handover quiet, vacant, peaceful and physical possession of the Existing Flat to the Developer in the manner hereby envisaged.
 - 10.4 No Litigations, enquiries, suits, proceedings or arbitrations have been initiated under any Applicable Laws for the time being in force and/or are pending before any person, court, authority or tribunal pertaining to the Existing Premises or any part thereof nor has the Member(s) received or been served with any order, decree, order of attachment before or after judgment, writ of summons from any Court of law or other judicial authorities nor has the Member(s) received or been or served with any notice, circular, notification or otherwise from any person or persons, authority or authorities of Government, Semi-Government, public or local bodies pertaining to the Existing Premises. No claim and/or demand, of any nature whatsoever into, upon or in respect of the Existing Premises or any part thereof has

been made or threatened to be made by any Person(s) and/or entities.

- 10.5 No notice or proceeding under the Income Tax Act, 1961 is initiated and/or pending against the Member(s) and/or in respect of the Existing Premises, and there are no orders of attachment of any nature issued by any statutory authority/ies. Further, there are no government tax, liabilities or claims against the Existing Premises.
- 10.6 The Member(s) has/have duly complied with, observed and performed all the rules and regulations and bye-laws of the Society and all other Applicable Laws pertaining to the Existing Premises.
- 10.7 Neither the Member(s) nor anyone on his/her/their behalf has/have entered into any commitment or arrangement or understanding of any nature with any other person or party creating any right, interest or Encumbrances of any nature in respect of the Existing Premises and/or any part thereof including executing an agreement and/or power of attorney authorizing anybody to sell the Existing Premises or received any token, deposit, earnest money or advance money or any other consideration from any Person/s.
- 10.8 None of the prior title deeds or documents related to the title of the Existing Premises have been challenged by anyone till date. There are no claims or demands made by any predecessors in title of the said Existing Premises regarding unpaid consideration and/or any outstanding amounts.
- 10.9 No claims have been received by the Member(s) from any third party claiming an interest or share or right or title in the Existing Premises or any part thereof nor any such subsisting interest or share or right or title has been created by the Member(s) or any third party.
- 10.10 No notice, letter or correspondence has been received from any authority including without limitation the Collector of Stamps, the registration authorities, etc., in respect of any of the title documents in respect of the Existing Premises not being duly stamped and registered and/or in respect of any claims, arrears, demands, etc., towards stamp duty and/or registration charges in respect of any of the title documents in respect of the Existing Premises.
- 10.11 The Member(s) is/are in possession of the original title deeds and documents in respect of the Existing Premises and that the Member(s) has/have not deposited the same with any person and/or any bank or financial institution as security or to avail any financial assistance or otherwise.
- 10.12 The Member(s) confirm(s) that pursuant to the resolutions passed by the Society during the general body meeting held on [●] and on [●], the Developer has been appointed as the developer of the Property on mutually agreed commercial terms and the Member(s) ratifies the aforesaid appointment and the execution of the Development Agreement by the Society favour of the Developer.
- 10.13 The Member(s) shall pay all outgoing bills and utility charges including electricity, water charges etc. payable in respect of the Existing Premises for the period prior to the Handover Date.
- 10.14 The Developer shall be responsible for payment of all the rates, cesses, taxes, land under construction charges and other outgoing in respect of the Property and all the costs and expenses incurred during the course of constructions such as electricity charges, water taxes and all such incidental expenses, until the Possession Date. However, on and from the Possession Date, the Member(s) shall be solely and exclusively liable to bear and pay of all taxes, maintenance charges, outgoings, statutory and non-statutory liabilities, utility charges, etc. in respect of the New Premises.
- 10.15 The Member(s) shall further be liable to pay to the Society in respect of the New Premises, such taxes, outgoings and maintenance charges as may be determined by the Society, which the Member(s) shall pay without any demur or protest.

- 10.16 In the event any disputes, or differences, arise *inter se* between the Society and the Member(s) or between the Member(s) and other Members of the Society *inter-se*, the Society and its Members shall settle such disputes, or differences between themselves, without involving the Developer, and without in any manner affecting the development of the Property and the Project.
- 11 The Developer represents, warrants and declares to the Society and to the Member(s) as under:
- 11.1 The Developer declares, represents and confirms that the Developer has obtained the necessary permissions from MCGM and other concerned authorities and local bodies for the demolition of the Buildings.
- 11.2 The Developer shall complete the entire process of redevelopment of the Property by demolishing the Buildings and by constructing and erecting the New Buildings on the Land *inter alia* for rehousing free of cost the Members of the Society, within the time period as set out in the Development Agreement or within such further period as may be granted by the Society to the Developer for such purpose and shall handover possession of the New Flat to the Member, as agreed upon hereunder, without any recourse to title.
- 11.3 The Developer shall not change the area, location, orientation, configuration and/or any other aspect of the New Premises, as shown in the plan annexed hereto, unless prior written consent of the Member(s) is obtained.
- 11.4 The Developer has full power, absolute right and authority to enter into this Agreement and the execution and delivery of this Agreement by the Developer does not violate any law, rule, regulation or order applicable to it or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which the Developer is a party or which are applicable to the Developer.
- 11.5 The Developer shall not create any Encumbrances on the New Premises to be handed over to the Member(s) in accordance with the terms and conditions contained in the Development Agreement and this Agreement.
- 11.6 Nothing stated in this Agreement or during the course of the redevelopment shall affect the rights of Member(s) as a Member(s) of the Society.
- 12 Prior to the Possession Date (*as defined below*), the Society shall collect from the Member(s) an amount equivalent to 3 (three) months of maintenance charges in respect of the New Premises.
- 13 The Member(s) agree(s) and undertake(s) that, in the event any sums of money are payable by a Member(s) to the Developer as per the terms of this Agreement, then the Developer shall be at liberty to adjust all such sums against the payment of the Hardship Allowance and/or the any other amounts payable by the Developer to the Member(s) under this Agreement. The Member(s) further agree(s) and undertake(s) that in the event any amount payable by the Member(s) to the Developer is more than the amount of Hardship Allowance and/or other amounts coming to the share of the Member, then such amount shall be paid by the Member(s) to the Developer on or before the Possession Date failing which the Developer shall be entitled to withhold handover of possession of the New Premises to the Member.
- 14 **POSSESSION**
- 14.1 Upon completion of such construction and the occupation certificate in respect of the apartment comprised in the Society Component being issued by MCGM, the Developer shall address a notice, along with a copy of such occupation certificate, in writing to the Society, under which the Developer shall offer to the Society, quiet, vacant and peaceful possession thereof, with the Amenities and Facilities ("**Possession Notice**"). Upon receipt of the Possession Notice, the Society shall be

entitled to inspect the premises comprised in the Society Component along with PMC and shall certify that the Society Component is ready ("**PMC Certification**") within a period of 14 (fourteen) days from the Possession Notice. In the event the Society does not complete the aforesaid inspection, it will be deemed that the Society is ready for occupation and possession the date on which the aforesaid period of 14 (fourteen) days expires shall be deemed to be the date of PMC Certification. In the event if the Society identifies any defect in Society Component and/or in the New Building/s, then the Developer shall forthwith take steps to rectify the same and intimate the Society of the steps taken by the Developer. In the event if the PMC identifies any structural defects or any issues in any of the premises comprised in the Society Component on account whereof the premises is inhabitable, then in such an event the Developer shall rectify such defects at its own costs. Once PMC has certified that the Society Component is ready in all aspects and can be occupied, then the Society shall forthwith communicate the same to the Member(s) and cause such the Member(s) to take quiet, vacant, and peaceful possession of the New Premises within a period of 30 (thirty) days from the date of PMC Certification ("**Possession Date**").

- 14.2 It is agreed that during the inspection if it is found that there is increase in the Carpet Area to be provided to the Member(s) as set out in the Area Statement such that there is a variation of more than 5% in the Carpet Area set out in the Area Statement, then the Member(s) shall be liable to pay an amount as may be mutually agreed between the Parties hereto for the per square foot of the increased Carpet Area over and above 5% to the Developer. It is clarified that the Member(s) shall not be required to pay any amount to the Developer in case of variation up to 5% of the Carpet Area set out in the Area Statement. The Parties agree that the aforesaid amounts shall be adjusted from and out of the Hardship Allowance payable by the Developer in accordance with the Development Agreement. The Carpet Area of the New Apartment shall not reduce / decrease beyond 1% of the Carpet Area as set out in Area Statement. If there is any reduction in the Carpet Area beyond 1% of the Carpet Area to be provided to the Member(s) as set out in the Area Statement then the Developer shall be liable to pay the amount as may be mutually agreed between the Parties hereto for per square foot of the decrease / reduction in Carpet Area to the Member(s) on or before the Member(s) accepting possession of the New Premises.
- 14.3 Upon the Member(s) approaching the Developer to take possession of the New Premises, the Developer upon receipt of all the payments due and payable by the Member(s) to the Developer or simultaneously making all amounts due and payable to the Member(s), shall execute possession letters and/or such deeds, documents and writings as required under applicable law, with the Member(s) at the time of handing over possession along with the keys of the New Premises and handover possession of the same to the Member.
- 14.4 Subject to the Developer having paid all amounts due and payable to the Member(s) before the Possession Date, the Member(s) shall be deemed to have taken possession of the New Premises on the date of the Possession Date.
- 14.5 It is clarified that on and from the Possession Date, Society and the Member(s) shall be solely and exclusively liable to bear and pay of all taxes, maintenance charges, outgoing, statutory and non-statutory liabilities, utility charges, etc. in respect of the Society Component and shall be responsible in respect of the maintenance, upkeep, security and preservation thereof, at its / their entire cost and liability in all respects.
- 14.6 In the event, if the Member(s) does not approach the Developer for taking possession of the New Premises in the manner as set out above, due to any reason whatsoever, the Developer shall be entitled (without being obliged) to handover possession and keys of the New Premises to the Society and the Society shall take possession of the New Premises. The Society shall thereupon be responsible for handing over possession and keys of the New Premises to the Member(s) and the Developer shall be then not responsible and/or liable for the same in any nature whatsoever.

- 15 If within a period of 5 (five) years from the Possession Date, the Member(s) brings to the notice of the Developer any structural defect in the New Premises allotted to the Member(s) and/or the New Buildings, then wherever possible, such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Member(s) shall be entitled to receive compensation from the Developer. Provided that, if such structural defect is for reasons attributable to the Member(s), then the Developer shall not be obliged to rectify the same.
- 16 No failure on part of either Party to exercise, and no delay in exercising any rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right.
- 17 **DECLARATIONS BY THE MEMBER/S:**
- 17.1 The Member/s agree/s and undertake/s to co-operate with the Developer in the matter of construction of the New Buildings and the redevelopment of the Property and for that purpose to sign letters of no objection, undertaking, affidavit, declaration as and when required or demanded by the Developer or by statutory authorities or any other public body or Authority. The Member/s agree/s that he / she / they shall not personally or through servants or agents object or let or create any hindrance whatsoever for construction of the New Building on the Property.
- 17.2 The Member/s further agrees and undertakes that he / she / they shall not encroach upon ducts / service areas or any other part of the common areas of the New Buildings.
- 17.3 The Member/s agree/s and undertake/s to take possession of the New Premises on the Possession Date and accept physical possession of the duly completed New Premises in all respects, provided in the New Buildings.
- 17.4 It will be the responsibility of the Member/s to pay taxes and other outgoings and upkeep and maintain the New Premises from the Possession Date, irrespective of whether he / she / it chooses to occupy, use or possess the New Premises or not. The Member/s further agree/s that regardless of whether he / she / it takes possession or not, the Member/s shall be solely liable for any loss or damage that arises from the destruction, deterioration or decrease in value of the Members' New Flat/s and Members Car Parking Space/s and shall not hold the Developer liable for the same.
- 17.5 The Member(s) shall pay an amount equivalent to 3 (three) months of maintenance charges, which shall be utilised for maintenance of the New Buildings and Common Area, Amenities and Facilities, etc. It is agreed by the Member(s) that the aforesaid maintenance charges shall be promptly paid by him / her / them without any delay or demur on or before Possession Date.
- 17.6 The Developer shall not be required to pay any transfer fees to the Society for sale and transfer of Developer Premises and Developer Car Parking Spaces to purchasers, irrespective of the Developer accepting membership of the Society in respect of the unsold Developer Premises and Developer Car Parking Spaces.
- 17.7 The service area provided for servicing the electrical, plumbing and other utility services of kitchen and toilets shall be used for the purpose of such servicing only.
- 17.8 The Member(s) while carrying out any work in the New Premises shall ensure that the water proofing treatment provided by the Developer in the toilet, kitchen or any other area is not damaged. If while carrying out any such additional work, if the water proof base coat is damaged or any defect occurs and as a result thereof water is leaked into the any apartment adjoining or below the New Apartment and/or in any other Common Areas / Amenities and Facilities, then the Member(s) alone shall be responsible to rectify such defects at his / her / its own cost immediately after receiving communication from the Developer and/or from the Member(s) of such

apartment in whose apartment there is leakage. If the Member(s) fail(s) to carry out the work within a period of 7 (seven) days from the date of receiving communication about the leakage, the Developer and/or Member(s) of such apartment shall be entitled to enter the New Apartment and rectify the defect entirely at the costs of the Member(s) herein.

- 17.9 The Member(s) agree(s) and undertake(s) not to make any structural changes or alteration / modification in the New Premises, failing which the obligation of the Developer to repair / rectify any defect of any nature whatsoever, shall cease forthwith.
- 17.10 The Member(s) agree(s) and undertake(s) not to change the exterior, outside elevation, inside passages and staircases, or the color scheme of the New Buildings. The Member(s) further agree(s) not to put up grills outside the window of the New Apartment.
- 17.11 The Member(s) agree(s) and undertake(s) not to install air conditioner compressor or satellite dish on the external façade of the New Buildings save and except the services ducts or such other specifically designated areas as provided by the Developer for installation of air conditioner compressors and satellite dish.
- 17.12 The Member(s) agree(s) and undertake(s) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the New Buildings and/or the New Premises, save and except in the dry areas designated for the said purpose.
- 17.13 The Member(s) agree(s) and undertake(s) not to construct / erect any brick or masonry wall / partition / loft / mezzanine in the New Premises or to make any other structural additions or alterations of a temporary or permanent nature therein. In any event, any structural changes are strictly prohibited.
- 17.14 The Member(s) covenant(s) to maintain the New Premises, at the Member's own cost in good and tenantable condition from the Possession Date and shall not do or suffer to be done anything in the New Buildings, staircase or any passage in the New Buildings or alter or make additions to the New Premises or any part thereof which may be against Applicable Laws. In case of negligence of the Member, the Developer shall stand discharged of its liability and the Member(s) shall be responsible of all consequences thereof.
- 17.15 The Member(s) agree(s) and undertake(s) not to install / construct / erect water storage tank/s in the New Premises or store in the New Premises and/or the New Buildings any goods which are of hazardous, combustible or dangerous nature or are heavy so as to endanger the construction or structure of the New Buildings or storing of goods which is objected to under Applicable Laws.
- 17.16 The Member(s) agree(s) and undertakes to carry at his / her / their own cost all internal repairs (which are not attributable to defect in construction and/or otherwise reason attributable on the Developer) to the New Apartment and the Member(s) shall not do or suffer to be done anything in or to the New Buildings or the New Premises which may be against the Applicable Laws. In the event of the Member(s) committing any act of contravention of the above provision, the Member(s) shall be responsible and liable for the consequences thereof to the concerned authority.
- 17.17 The Member(s) shall not carry or cause to be carried heavy packages, which may damage or are likely to damage the lift, staircase, common passage or any portion of the New Buildings including the Common Areas. The Member(s) shall be liable in case any damage caused to the New Buildings or any other units on account of negligence or default on his / her / its part.
- 17.18 The Member(s) shall not to demolish or cause to be demolished the New Premises or any part thereof, nor at any time make and/or cause to be made any addition or

any alteration in the elevation and outside colour scheme of the New Buildings and shall keep the portion, sewers, drains, pipes in the New Premises and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the New Buildings and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. or other structural members in the New Premises and/or the New Buildings, without prior written permission of the Developer.

- 17.19 The Member(s) shall not throw dirt, rubbish, rags, garbage or any other refuse or permit the same to be thrown in the Common Areas and/or the New Buildings or any portion of the Property, adjoining property, etc.
- 17.20 [The Member(s) shall use the New Premises or any part thereof or permit the same to be used for only for residential purposes and shall use the New Car Parking Spaces allotted to him / her / it only for the purpose of keeping or parking his own vehicle and not for any other purpose.
- 17.21 The Member(s) shall observe and perform all bye-laws, rules and regulations that are adopted by the Society, regarding the occupation and use of the New Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as decided by the committee of the Society.
- 17.22 The Member(s) is aware of the following and shall not raise any objection in respect thereof in future:
- 17.22.1 Subject to what is provided in the Development Agreement, and these presents and specifically clause 14.2 above, size of the New Apartment are adequate as required under applicable guidelines (with concessions); and
- 17.22.2 maneuvering space for car parking.
- 17.23 The Member/s shall not object or raise any claims for any minor variations in colour, size and design etc. of the tiles, marble, granite, stones, or any other equivalent construction material provided / used in the New Premises during construction and/or repairs / replacement which are beyond the control of the Developer, subject to the construction material used will be of equivalent quality.
- 17.24 The Member(s) shall be liable to bear and pay his / her / their own separate income-tax liabilities upon the income, consideration and benefits, including the New Premises received and to be received by him / her / it under and in pursuance of the re-development of the Property and the Development Agreement. Accordingly, neither the Society, nor the Developer, nor any of the other members, nor the allottees / purchasers / transferees of the Developer Premises and the Developer Car Parking Spaces (as defined and described in the Development Agreement), shall be liable to bear or pay any of the aforesaid liabilities of the Member/s.
- 17.25 The Member(s) hereby declare(s) and covenant(s) that the Developer shall, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards / hoardings etc., of the Developer (hereinafter referred as “**Displays**”) with various devices (including but not limited to electronic, laser and neon signs) in one or more places in the New Buildings including, on open space/s, the terraces of the New Buildings and/or any parts of the New Buildings if it so desired at its own costs and expenses. The Developer will not be liable to make any payment of any nature to the Society and/or the occupants of the New Buildings in respect of such Displays. The Society and the Member(s) undertake(s) that they shall not remove the Displays as put up by the Developer, at any point of time including after [●] months from receipt of full occupancy certificate for the New Buildings, without the express written consent of the Developer. It is clarified that the Developer shall be at liberty to modify the Displays, subsequent to the receipt of part / full occupancy certificate for the New Buildings so that it captures the revised branding / logo of the Developer. The Displays shall only reflect / depict the name, brand, logo of the Developer and no other third party and also not permit the Developer to gain income therefrom.

- 17.26 The Society hereby confirms that the necessary resolutions in respect of the execution of this Agreement, have been duly passed at the Special / Annual General Body Meetings of the Society held from time to time, in accordance with the registered bye-laws of the Society, and with the express knowledge of the other members, and the consent and concurrence of a majority thereof.
- 17.27 The Member(s) shall bear and pay the applicable goods and services tax on the New Premises to the extent not payable by the Developer under the Development Agreement.
- 17.28 On and from the date on which the Developer obtained the Initial Approvals till the Possession Date, the Member(s) shall not be entitled to sell / transfer the New Premises and/or the Shares save and except in accordance with the terms and conditions as set out in the Development Agreement.
- 17.29 As required by the Income-Tax (Sixteenth Amendment) Rules, 1998:
- 17.29.1 The Society states that the Permanent Account Number allotted to it is _____. A copy of the Society's PAN Card is annexed hereto and marked **Annexure 7**.
- 17.29.2 The Member(s) states that the Permanent Account Number allotted to him / her / it is _____.
- 17.29.3 The Developer states that the Permanent Account Number allotted to it is _____.
- 17.30 It is expressly agreed by and between the Parties that the Member/s shall share the Common Areas and Amenities and Facilities provided by the Developer and facilities appurtenant to the New Premises with the other occupants of the Property.
- 17.31 The Society does hereby confirm and ratify the foregoing Agreement.
- 17.32 The Parties shall co-operate with each other for implementing the true intents of terms and conditions of this Agreement.
- 17.33 This Agreement shall be binding on the heirs, executors and administrators of the Member/s.
- 17.34 The original of these presents shall be held by the Member(s) and the copy thereof shall be provided to the Society and the Developer.
- 17.35 In case of death of the Member(s) herein during the redevelopment process, payments due to him / her by the Developer shall be paid to such legal heir/s of the deceased Member(s) or nominee/s who is / are admitted by the Society as the principal Member(s) in respect of the Existing Premises or the New Premises, as the case may be, in terms of the last made nomination / probated Will / registered release of rights by the heir/s of such Member. The name/s of such legal heir/s of the Member(s) shall be intimated by the Society in writing to the Developer.

18 NOTICES

- 18.1 Any notice or communication to be given under this Agreement shall be in writing and be sent to the address of the concerned Party as mentioned below, as varied by any prior written notice intimating a new/alternate address:

MEMBER

Address: [●]
 Email: [●]

DEVELOPER

Address: [●]
Kind Attn: [●]
Email: [●]

SOCIETY

Address: [●]
Email: [●]
Kind Attn: [●] (Hon. Chairman)
Email: [●]

Copy to: [●]
Email: [●]

Copy to: [●]
Email: [●]

- 18.2 All such notice or communication shall be served through registered post with acknowledgment due or through courier service of repute or through hand delivery, in all cases with due acknowledgment of receipt in writing. A copy of the aforesaid notice or communication shall also be sent via email to the address mentioned above.
- 18.3 A notice shall be considered to have been duly served upon the other Party on the date on which it is actually received by the other Party through registered post, email, or hand delivery, or the delivery of the same is refused by the other Party.
- 18.4 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 5 days prior written notice.

19 INDEMNITY

- 19.1 The Developer hereby indemnifies the Member(s) from and against any and all claims, demands, suits, actions, proceedings, losses, expenses and costs (including all legal costs and expenses), penalties and fines (including any penalties and fines levied by any governmental department), and damages demanded, made, taken, brought, instituted, filed, levied, suffered, sustained and/or incurred by the Member(s) arising out of, by reason of, incidental to non-completion of construction of the New Premises by the Developer in the manner provided in this Agreement.
- 19.2 The Society and the Member(s) hereby unconditionally and irrevocably indemnify and agree to jointly and severally keep indemnified and hold harmless the Developer from and against any and all claims, demands, suits, actions, proceedings, , expenses and costs (including all legal costs and expenses), penalties and fines made, taken, brought, instituted, filed, levied, suffered, sustained and/or incurred or that may from time to time be made, taken, brought, instituted, filed, levied against, suffered, sustained and/or incurred by the Developer arising out of, by reason of breach by the Society and/or the Member(s) of the terms, conditions, covenants and obligations mentioned herein; and/or breach of any provisions of Applicable Laws on part of the Society and/or the Member and/or defect in title of the Society to the Property and/or defect in title of the Member(s) to the Existing Premises.

20 The stamp duty and registration charges on this Agreement shall be borne and paid by the Developer.

21 DISPUTE RESOLUTION, ARBITRATION AND JURISDICTION

21.1 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation or breach, between the Parties, then the Parties shall attempt to

resolve the same in good faith, failing which such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996, as in force on the date hereof or any subsequent amendment thereof. The arbitration shall be conducted by a sole arbitrator mutually appointed by both the Parties. The seat and venue of arbitration shall be at Mumbai and the language of the arbitration proceedings shall be English. The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.

- 21.2 This Agreement shall be interpreted and governed in all respects by the laws of India and the courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.
- 21.3 In case of any dispute arising between the Member(s) and the Developer, this Agreement shall prevail and be binding on all parties hereto.
- 22 Any additions, deletions, amendments, alterations and/or modifications of or to any of the terms, conditions, covenants, stipulations and provisions hereof, shall be valid, effective and binding on the Parties hereto, only if the same are recorded in writing and are duly signed and executed by the Parties.
- 23 No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and duly signed by the party purporting to give the same, and unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
- 24 If any provision in this Agreement becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from this Agreement and the remaining provisions of this Agreement shall not, so far as possible, be affected by the severance.

FIRST SCHEDULE

[Description of the Land]

All those pieces and parcels of lands bearing C.S. No 1/1231 and C.S. No 1/1230 and 2/1230 and Final Plot No 565 of Town Planning Scheme III of Mahim Division, admeasuring 14,600.45 square meters, situate, lying and being at Mahim, junction of MMC Road No 2 and Mori Road, District Mumbai City, Mumbai – 400 016 and bounded as under:

On and towards North :

On and towards East :

On and towards West :

On and towards South :

SECOND SCHEDULE

[Description of the New Premises]

[]

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

SIGNED AND DELIVERED)
By the withinnamed **MEMBER(S)**)
[•])

In the presence of ...)

1.

2.

SIGNED AND DELIVERED FOR AND ON BEHALF OF)
The withinnamed **DEVELOPER**)
TEN X REALTY WEST LIMITED)
Through the hands of its director /authorized signatory)
_____)

In the presence of ...)

1.

2.

SIGNED AND DELIVERED FOR AND ON BEHALF OF)
The withinnamed **SOCIETY**)
KUMARI JETHI T SIPAHIMALANI CO-OPERATIVE)
HOUSING SOCIETY LIMITED)
Through the hands of its authorized signatory)
_____)

In the presence of ...)

1.

2.

ANNEXURES

ANNEXURE 9**FITTINGS AND FIXTURES**

Civil Work (Civil, Plumbing)		
Sr. No.	Materials	Make
1	Cement (43/53 Grade)	Ultra-Tech Cement, ACC Cement, Ambuja Cement
2	Structural Steel	Secondary steel (Rolling mill) (IS-800-2007)
3	TMT Steel	Bhagwati/MITC/Guardian/Sangam (Thermax process) (Re-rolled) – Fe-500 (IS-1786-2008)
4	Plasticiser	Fosroc, SIKA, MC-Bauchemic
5	Waterproofing Compound	Fosroc, MC-Bauchemic, Grace
6	Waterproofing Polymer	Fosroc, Sunanda
7	Waterproof Cement Paint	Super Snowcem
8	Hardware	Hafele, Yale
9	Glazing	Float Glass of Modifloat, Asahi, St Gobain
10	Red Oxide	Asian Paints, Berger, Dulux
11	Paints & Distempers	Asian Paints, Berger, Dulux
12	Hardener	Fosroc, SIKA, MC-Bauchemic
13	Aluminium doors, doors, windows, partitions etc.	Jindal, Geeta (Double Glazed Windows)
14	Rolling shutters & grills	Swastik
15	G.I. Pipe	Tata/ Jindal Hissar
16	Paver blocks	Super tiles
17	Chequered Tiles	Super tiles, NITCO
18	Block Masonry	Godrej/ Ultratech
19	Polycarbonate Sheet	G.E. Plastic
20	Fly Ash	Tata, Dirk, Ashtech
21	Non shrinkage grout	Fosroc, MC-Bauchemic, ACC
22	Flush & Panel Doors-ISI mark	Greenlam (Marine grade), Kalpatru , Shreeji
23	F.R.P. Doors	Advance Marketing
24	PVC Pipes	Astral, Prince
25	SW Pipes	Finolex, Prince
26	Vitrified Tiles	Somany, Kajaria, Simpolo (Size – 8 X 4)
27	White / Coloured Glazed Tiles	Somany, Kajaria, Simpolo (Size – 8 X 4)
28	Precast RCC Inspection Chamber Covers	FRP Manhole Covers or Metal, Pratibha Industries
29	LA Class Pipes:	
	a) With rubber gasket (Tyton Joints)	IISCI/ Electro steel Casting, NECO
	b) With Lead Caulked Joints Steel	IISCO/ Kesoram/ Visveswarrayya/ NECO
	c) With flanged joints	IISCO/ Bhadravata/ Baroda Rolling Mills BRM/ Premier/ Elctro Steel Casting/ NECO
	d) With screwed on flanged joints	BRM/ General Tubes (Hawa)/ NECO
30	C P fittings	Grohe, Kohler American standard
31	Glass Mosaic Tiles	Palladio
32	Water Meter	Kranti/ Kamstrup/ Dashmes
33	Sanitary Wares	Kohler / Toto / Duravit / American standard
34	Gl Fittings	Kirti
35	GM Valve Ball (Float Valves)	ATAM, ZOLOTO, NVR

36	Water, Sewage & Fire Pump	Kirloskar, BEST, Crompton
37	CINR Valves	Kirloskar, Lehry
38	PVC Pipes	Astral, Prince
39	Kitchen Platform	Granite

Electrical Work		
Sr. No.	Materials	Make
1	Pump	GRUNDFOSS/ KIRLOSKAR / Crompton
2	Motor	Kirloskar/Siemens/GEC-Alstom
3	Ring Main Unit/HT Switches & Fuse Unit	SIEMENS/SCHNIDER /L&T HUPHEN
4	C.T./P.T.	Kappa/ AE/ Rishab KAPPA/L&T/AREVA
5	Auto Transformer Starter	L&T/ SCHNIDER/ SEIMENS
6	Tri-vector Meter	SIMENS/SCHNIDER/Genus
7	Measuring Instruments	Fujitech / L & T / AE
8	Current Transformer	Reco / A.E./ Indcoil
9	PVC Conduits, PVC Pipes	PRECISION / POLYCAB/ ASTRAL
10	HDPE Pipes	Duke, Dolphin, Kunststoffe
11	Ceiling /Table Fans / Air Circulators	Atomberg, CROMPTON, BAJAJ
12	G.O.D. Switches & Dropout Fuse Outfit	Siemens/ Schneider/ Legrand/ ABB/ L&T
13	Sluice Valve	Flomac / Georg Fischer / Plumber Star
14	Butterfly Valve	Danfoss / Honeywell / Belimo
15	Lugs	Dowells / Polycab / Braco
16	C.I. Pipes	NECO/Jindal
17	Chlorinator	Ion exchange
18	Motor Protection Relay	Alstom/ L & T/ ABB
19	11 K.V. Cable/22 KV Cable	Polycab/ KEI / Apar
20	Feeder Pillar/Mini Pillar	As Per Maha vitaran Approved vendor list or equivalent
21	Transformer	Siemens, Kirloskar, Schneider
22	L.T. Cable	Polycab / RR Kabel
23	MCB & MCB DB	Legrand/ L&T/ ABB/ Siemens/ Schneider
24	ELCB	Legrand/ L&T/ ABB/ Siemens/ Schneider

Electrical Work		
25	PVC Wires, Copper Aluminium Conductor, Flexible Cables	Polycab / RR Kabel / Finolex
26	HRC Fuse	Schneider /Siemens /L & T/ ABB
27	Fuse Switches/ SW Fuse	Schneider /Siemens /L & T/ ABB
28	Switches/sockets	Legrand (Mylink) / MK
29	Cable Glands	Comet/Polycab/Braco
30	HC Fuse Distribution Board	Legrand /L&T/ Havells/ Schneider/ Siemens
31	Air/Oil Circuit Breakers (HT/LT)	Schneider /Siemens /L & T/Legrand
32	Energy Meters	Elmeasure / Newtek
33	Capacitor	Apcos/Siemens/ L & T
34	Steel Tubular Poles	Jindal Steel / Tata
35	GI Pipes/Poles	Jindal Steel / Tata
36	Terminal Box, Bracket, Junction Box, Control Pillar	LEGRAND / MK /
37	Street Light Luminaires	Phillips / Osram
38	Chokes/Igniters	Philips /Wipro/Bajaj/Havells
39	Power Contractors	SIEMENS/SCHNEIDER./L&T
40	Lamps	Philips/ Osram/ G.E.
41	Rotary/Select or Switches	L & T / Siemens/ Cutler Hammer
42	Post Top Lantern	Philips /Wipro
43	Street Light Controller/ Timer	L&T/ Vorlane/ MIC/ VIN
44	Alternators	STAMFORD/Bosch/Kirloskar
45	Diesel Engines	Kirloskar, Cummins, Cater Pillar
46	Flow Meters	Fluitec / Automatic Electric / Meco
47	Cable Joint Kit	RAYCHEM/ REPL/3AMP
48	Elevators	Mitsubishi / Schindler / Kone

Note: An Equivalent make/brand will be considered if the specified make or brand is unavailable.

ANNEXURE 10 – HARDSHIP ALLOWANCE

A. MONTHLY HARDSHIP ALLOWANCE:

RESIDENTIAL FLATS

- Rs. 176/- (Rupees One Hundred and Seventy Six only) per sq. ft. per month on existing carpet area of flats (including balcony) from the Handover date till the Possession Date.
- There will be annual escalation of 5% on Monthly Hardship Allowance effective after 12 months from the Handover date till the Possession Date.
- There will be no Monthly Hardship Allowance paid for any period for Society Occupied Flat i.e. Society Office – Flat No. 16A/2.

SHOPS

- Rs. 250/- (Rupees Two Hundred and Fifty only) per sq. ft. per month on existing carpet area of the Shops to the Tenants from the Handover date till the Possession Date.
- Monthly Hardship Allowance of Rs. 250/- (Rupees Two Hundred and Fifty only) per sq. ft. per month on existing carpet area for Shop No. 11 i.e. Society Occupied Shop paid to the Society from the Handover date till the Possession Date.
- There will be no escalation of the Monthly Hardship Allowance to the Shops.
- If any shop is given temporary accommodation at the site, no Monthly Hardship Allowance will be paid to such Shops.
- There will be no Monthly Hardship Allowance paid for any period for Library i.e. Society Occupied Shop and Post Office (Shop No. 1, Shop No. 2 and Shop No. 3).

B. HARDSHIP ALLOWANCE:

- Rs. 3000/- (Rupees Three Thousand only) per sq. ft. on existing carpet area of flats (including balcony) and Shops occupied by residential and non-residential/commercial members and Tenants.

RESIDENTIAL FLATS

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
1	1/1	SMT. GEETANJALI P. CHANDIRAMANI & SMT. NALINI M SAWNANI	714	4,28,515	17,14,059	21,42,574
2	1/2	MR. MANOJ R. THAKUR	720	4,31,873	17,27,493	21,59,366
3	1/3	SMT. ANJU THAKUR MALKANI	742	4,45,371	17,81,485	22,26,856
4	1/4	SHRI. RAM K. HARDASANI & SAVITA RAM HARDASANI	742	4,45,242	17,80,968	22,26,210
5	1/5	SHRI. DHARMU D. JASHNANI	735	4,40,850	17,63,402	22,04,252
6	1/6	SHRI MOHAN MANBODH SINGH	741	4,44,338	17,77,352	22,21,690
7	1/7	SHRI. DEVIDAS SAJNANI & SMT. VANITA D. SAJNANI	735	4,40,850	17,63,402	22,04,252
8	1/8	SHRI GUL MALAKANI	741	4,44,403	17,77,610	22,22,013
9	2/1	MISS AJANTHA PRAKASH RAO & SMT. SARABJIT PRAKASH RAO (A.MEM)	725	4,34,715	17,38,860	21,73,575
10	2/2	SMT. AMARJIT KAUR SURI	719	4,31,679	17,26,718	21,58,397
11	2/3	SHRI. PRAKASH V. RAO	743	4,45,953	17,83,810	22,29,763
12	2/4	DR. MRS.MANJARI M. SHINGNAPURKAR & DR. MAHENDRA	741	4,44,725	17,78,902	22,23,627
13	2/5	MRS.POOJA V. BALWANI.	741	4,44,596	17,78,385	22,22,981
14	2/6	MRS.POOJA V. BALWANI	741	4,44,338	17,77,352	22,21,690
15	2/7	SHRI.TAROON V. JAGTIANI	739	4,43,369	17,73,477	22,16,846
16	2/8	SHRI.BHAGWANDAS G. SAJNANI & SHRI NEERAJ B. SAJNANI	740	4,44,080	17,76,318	22,20,398

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
17	3/1	SHRI RAVI SHASTRI & DEEPIKA SORABJEE SMT. LAXMI SHASTRI (A. MEM.)	731	4,38,396	17,53,585	21,91,981
18	3/2	SMT. PRIYA V. JHAM	733	4,39,688	17,58,751	21,98,439
19	3/3	SHRI HARESH B. GIANCHANDANI	735	4,40,721	17,62,885	22,03,606
20	3/4	SHRI PRANAY V. JHAM	733	4,39,817	17,59,268	21,99,085
21	3/5	SMT. SHEILA K. SADARANGANI & SMT. JYOTI BHOJWANI	742	4,45,048	17,80,193	22,25,242
22	3/6	SHRI. KABIR G. SADARANGANI	738	4,42,852	17,71,410	22,14,262
23	3/7	SHRI AVINASH KHATANHAR	736	4,41,302	17,65,210	22,06,512
24	3/8	SMT.SWATI SUSHIL KUMAR MS.AVANTIKA VINOD DHANJANI & SHRI ANIL DHANJANI	735	4,41,173	17,64,693	22,05,867
25	4/1	SHRI HITESH GOPAL MIRANI, SHRI GOPAL V. MIRANI (ASSO.MEM.)	718	4,31,034	17,24,134	21,55,168
26	4/2	MR .AJAY D. MADNANI	722	4,33,229	17,32,918	21,66,147
27	4/3	SMT. MEENA ASHOK DARIRA	741	4,44,855	17,79,418	22,24,273
28	4/4	SMT. KAVITA G. CHANDIRAMANI SHRI VIJAY GULAB. CHANDIRAMANI	741	4,44,725	17,78,902	22,23,627
29	4/5	SHRI SUMEET A. LAL	732	4,39,300	17,57,201	21,96,502
30	4/6	SMT. PRIYA K. DASWANI	736	4,41,496	17,65,985	22,07,481
31	4/7	SMT. RADHIKA R. WALAWALKAR	738	4,43,046	17,72,185	22,15,231
32	4/8	SHRI SATISH V. POWAR	741	4,44,338	17,77,352	22,21,690
33	5/1	SHRI HEMANT D. LAKHIANI	721	4,32,325	17,29,301	21,61,626
34	5/2	SHRI PRAKASH P. LAKHIANI SMT. KRITI P. LAKHIANI (ASSO MEM)	718	4,30,517	17,22,068	21,52,585
35	5/3	DR.SHRI SURENDRA SINGNAPURKAR & SMT.DR.PRIYA S. SHINGNAPURKAR	737	4,42,207	17,68,827	22,11,033

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
36	5/4	MS.MEETALI DASGUPTA	734	4,40,592	17,62,368	22,02,960
37	5/5	SHRI VARUN R. JHAVERI	740	4,44,144	17,76,577	22,20,721
38	5/6	SHRI. MUKESH ISHWARLAL DASWANI & SMT. RITIKA M DASWANI	741	4,44,532	17,78,127	22,22,658
39	5/7	SMT. NIRMALA P. CHANDRAN	741	4,44,403	17,77,610	22,22,013
40	5/8	SMT. MEENAKSHI D.DURAPHE & SHRI DNYANESHWAR J. DURAPHE	739	4,43,240	17,72,960	22,16,200
41	6A/1	SHRI VITHALBHAI. D. CHOTALIA & SHRI VALLABHBHAI D CHOTALIA CHETANKUMAR CHOTALIA [ASSO MEM]	721	4,32,325	17,29,301	21,61,626
42	6A/2	MS. MEGHNA S. THAKUR	785	4,70,947	18,83,786	23,54,733
43	6A/3	SHRI JAGDISH CHAWLA	776	4,65,651	18,62,603	23,28,253
44	6A/4	SHRI RATNAKAR L. CHAWLA & SHRI LAXMAN G. CHAWLA	774	4,64,424	18,57,694	23,22,118
45	6A/5	SHRI AJIT MADHAV DALVI	779	4,67,524	18,70,094	23,37,618
46	6A/6	SHRI MOHIT ISHWAR DEVJANI	784	4,70,365	18,81,461	23,51,826
47	6A/7	SHRI RAMESH T. AMLANI & SMT. BEENA R AMLANI	773	4,63,971	18,55,886	23,19,857
48	6A/8	SHRI ASHOK G. KHIANI	780	4,68,234	18,72,936	23,41,170
49	6B/1	SHRI SUNNY M. LAKHIANI & SHRI HARESH M. LAKHIANI MOHAN V LAKHIANI [ASSO MEM]	698	4,18,569	16,74,276	20,92,845
50	6B/2	SHRI LALITH M. PAMNANI	726	4,35,554	17,42,218	21,77,772
51	6B/3	SMT. ANJU B. CHAINANI & SMT. POOJA B. CHANDELE	740	4,43,950	17,75,802	22,19,752
52	6B/4	SHRI MOTI TOLANI	705	4,23,154	16,92,617	21,15,772
53	6B/5	SMT. AMARJIT KAUR SURI	746	4,47,825	17,91,302	22,39,127
54	6B/6	SHRI RATAN A. BHAVNANI	700	4,19,990	16,79,959	20,99,949
55	6B/7	SHRI MANMOHAN SINGH SURI	739	4,43,369	17,73,477	22,16,846
56	6B/8	SMT. AMARJIT KAUR SURI, SHRI MANMOHAN SINGH SURI, SHRI BHAVNEET SINGH SURI	700	4,19,990	16,79,959	20,99,949

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
57	7/1	MR. HARESH KUMAR MOHAN LAKHIANI & VIDYA MOHAN LAKHIANI MR. MOHAN C.LAKHIANI (ASSO MEM.)	744	4,46,663	17,86,652	22,33,315
58	7/2	SHRI.HARVINDERSIGH V. GANDHI & SMT.NATASHA H. GANDHI	866	5,19,643	20,78,571	25,98,214
59	7/3	SHRI PRASAD V. ACHAREKAR	848	5,08,534	20,34,138	25,42,672
60	7/4	SMT. KAVITA S. SHARMA	923	5,53,937	22,15,748	27,69,685
61	7/5	SMT. REENA P. ACHAREKAR	826	4,95,488	19,81,954	24,77,442
62	7/6	SMT.BHAVNA M. UTTAMCHANDANI	923	5,53,872	22,15,490	27,69,362
63	7/7	MISS.HEERU D. BHOJWANI	793	4,75,919	19,03,678	23,79,597
64	7/8	SHRI JUGAL K. ASWANI & SMT. DISHA J. ASWANI	924	5,54,647	22,18,590	27,73,237
65	8/1	SMT.KANTA A. BHATIA SHRI ATMA S. BHATIA (ASSO. MEM.)	740	4,43,821	17,75,285	22,19,106
66	8/2	SHRI.SUDHIR WAGH SHRI.AVINASH R. WAGH (ASSO.MEM.)	865	5,19,062	20,76,246	25,95,308
67	8/3	SHRI. ASHOK K. MUKHI & JAIKISHAN MUKHI	778	4,67,071	18,68,286	23,35,357
68	8/4	SHRI.CHANDRU CHAWLA SMT.PREANA CHANDIRAMANI & SMT.KAVITA CHAWALA	905	5,42,764	21,71,056	27,13,820
69	8/5	SMT. KAMLA H. RAJANI RAJ H RAJANI [ASSO MEM]	805	4,82,959	19,31,837	24,14,796
70	8/6	KUMARI JETHI T. SIPAHIMALANI CHARITABLE TRUST	908	5,44,572	21,78,289	27,22,861
71	8/7	DR. RAJESH G. GOKANI & SMT. MINAL R. GOKANI	813	4,87,674	19,50,695	24,38,369
72	8/8	SHRI INCHIPARAMBAN KEVIN JAMES SMT. NIMI TERESA CHACKUNNY	898	5,39,083	21,56,331	26,95,413
73	9A/1	PRAKASH MANIK WADHWANI , MISS RAKHEE M. WADHWANI & SAVITA M. WADHWANI	653	3,91,960	15,67,841	19,59,801
74	9A/2	MR. PREM L.BHATIA	687	4,12,240	16,48,959	20,61,198
75	9A/3	SMT. KIRAN CHANDAN KHANNA	684	4,10,431	16,41,725	20,52,157

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
76	9A/4	MR. NIKHIL MUNGE & SURESH MUNGE	716	4,29,742	17,18,968	21,48,710
77	9A/5	SMT.NATASHA H. BELANI & SHRI HASHU H. BELANI	680	4,08,106	16,32,425	20,40,531
78	9A/6	MR. ANOOP R. ASRANI & MRS.VINISHA A. ASRANI	717	4,30,259	17,21,034	21,51,293
79	9A/7	SMT. PUSHPA L. THADANI & SHRI HARESH N. THADANI	675	4,04,813	16,19,250	20,24,063
80	9A/8	SHRI AJAY P. ASRANI & SMT. AARTI A. ASRANI.	716	4,29,419	17,17,676	21,47,095
81	9B/1	SHRI.KUMAR L. THADANI	659	3,95,189	15,80,758	19,75,947
82	9B/2	MS. ANITA T. DADLANI	693	4,15,856	16,63,426	20,79,282
83	9B/3	SMT. RENUKA MOTI JHANGIANI	678	4,06,879	16,27,517	20,34,396
84	9B/4	SHRI SHYAM R. KARANI	715	4,28,709	17,14,834	21,43,543
85	9B/5	SMT. POONAM VASHDEV SAJNANI	676	4,05,394	16,21,575	20,26,969
86	9B/6	SHRI. KISHIN T. MULANI SHRI.GHANSHYAM R.MULANI	715	4,29,225	17,16,901	21,46,126
87	9B/7	SMT.MILAN M. KAMAT & MISS. MANASI M. KAMAT SHRI MANOHAR B. KAMAT (ASSO.MEM)	678	4,06,556	16,26,225	20,32,781
88	9B/8	SHRI. JOHNITOOP VAZHAPILLY	715	4,29,225	17,16,901	21,46,126
89	10A/1	SHRI GIRISH H. LALWANI	656	3,93,704	15,74,816	19,68,520
90	10A/2	SHRI. ARUN RAMCHAND ASRANI	689	4,13,208	16,52,834	20,66,042
91	10A/3	SHRI.MANOJ JAGTIANI	681	4,08,752	16,35,009	20,43,761
92	10A/4	SMT.SARITA S ALREJA & SHRI SAATISH R ALREJA	721	4,32,519	17,30,076	21,62,595
93	10A/5	SHRI V. D. CHOTALIA & SMT. KANCHAN CHOTALIA, SHRI TEJAS CHOTALIA (ASSO.MEM.)	681	4,08,817	16,35,267	20,44,084
94	10A/6	SMT.KANCHI A. BHAGTANI & SHRI. KUNJ BHAGTANI	721	4,32,454	17,29,818	21,62,272
95	10A/7	SHRI.VINOD G. MIRPURI	676	4,05,781	16,23,125	20,28,906
96	10A/8	SMT.ANJU RAJESH SANGTIANI, SHRI VINOD ASNANI, MRS. SALONI ASNANI DIVECHA & SHRI. RAJESH SANGTIANI	715	4,29,096	17,16,384	21,45,480

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
97	10B/1	SHRI.GOPAL N KARNANI, SHRI KUMAR R. DARIRA (ASSO.MEM.)	649	3,89,377	15,57,508	19,46,885
98	10B/2	SHRI.TAJINDER VIJINDER SINGH GANDHI	689	4,13,531	16,54,125	20,67,657
99	10B/3	SHRI SHAMSHER BARELLIA & SHARAT BARELLIA	686	4,11,529	16,46,117	20,57,646
100	10B/4	SMT. BEENA H. GIDWANI & SHRI DALIP H. GIDWANI	727	4,36,071	17,44,285	21,80,356
101	10B/5	GENERAL INSURANCE CORPORATION OF INDIA	682	4,09,204	16,36,817	20,46,021
102	10B/6	SMT. JUNEY XAVIER & SHRI EUGENE NIGELL XAVIER	732	4,39,365	17,57,460	21,96,825
103	10B/7	SMT. MAYA H. BHATIA	686	4,11,594	16,46,375	20,57,969
104	10B/8	SHRI KUMAR R. DARIRA	732	4,39,365	17,57,460	21,96,825
105	11A/1	SUNITA RAMCHAND PUNJABI	643	3,85,502	15,42,008	19,27,509
106	11A/2	SMT. VEENA J. LALWANI, SHRI BHARAT MANOJ LALWANI (A.M.)	599	3,59,410	14,37,640	17,97,050
107	11A/3	SHRI. PRAVIN K. THADHANI	654	3,92,671	15,70,683	19,63,354
108	11A/4	SHRI RAVI K. DARIRA & SMT SHAKUNTALA K. DARIRA	535	3,20,789	12,83,155	16,03,944
109	11A/5	MRS.NALINI M. SAVNANI & MR. MAHESH M SAVNANI	658	3,94,544	15,78,175	19,72,718
110	11A/6	SMT. SHEFALI D. LULLA	534	3,20,207	12,80,830	16,01,037
111	11A/7	SHRI.MALCOLM F. ANJIRBAG & SMT. SHARU M. ANJIRBAG	658	3,94,544	15,78,175	19,72,718
112	11A/8	SHRI UJWAL N. DIGASKAR & SMT. HEMLATA DIGASKAR	535	3,20,982	12,83,930	16,04,912
113	11B/1	SMT. NISHA H. LALWANI, SHRI HARESH R. LALWANI & SHRI DHIRAJ H. LALWANI	644	3,86,212	15,44,849	19,31,062
114	11B/2	SHRI MUKESH D SHAH, SHRI PRATIK M SHAH [ASSO MEM]	585	3,51,272	14,05,090	17,56,362
115	11B/3	SMT. NISHA RAJAN GANGLANI	657	3,94,479	15,77,916	19,72,395
116	11B/4	MS ANITA KRISHNAN, ARUN KRISHNAN, ASHOK KRISHNAN, & ASHA RAVJAN	533	3,20,078	12,80,313	16,00,392

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
117	11B/5	SHRI NARESHKUMAR ADNANI	648	3,88,667	15,54,666	19,43,333
118	11B/6	SMT. INDU SUNDER JAGTIANI SMT. BHAVNA S. JAGTIANI (ASSO.MEM)	536	3,21,370	12,85,480	16,06,850
119	11B/7	SMT. SUNITA SUNIL PHERWANI & SHRI SUNIL J. PHERWANI	648	3,88,667	15,54,666	19,43,333
120	11B/8	SHRI SUNIL GODWIN LOBO & MS. JOANNE SIMON LOBO (ASSO.MEM.)	537	3,22,145	12,88,580	16,10,725
121	12A/1	SMT. ANJALI B.ASWANI	693	4,15,921	16,63,684	20,79,605
122	12A/2	SMT. PRAMILLA ADVANI KRIPALANI & SHRI NISHANT VINIT STORE	728	4,36,846	17,47,385	21,84,231
123	12A/3	MR SUNIL M CHUGANI & MR.VISHAL SUNIL CHUGANI	750	4,49,957	17,99,827	22,49,784
124	12A/4	SMT.VANDANA ASHOK POTNIS & SHRI ASHOK R POTNIS	750	4,49,892	17,99,569	22,49,461
125	12A/5	SHRI AMIT GIRISH GADKARI	759	4,55,576	18,22,302	22,77,878
126	12A/6	SHRI LAL M. MALKANI	750	4,49,892	17,99,569	22,49,461
127	12A/7	SHRI MANJIT SINGH VIRDI & SHRI VIKRAMJIT SINGH VIRDI (A.M)	759	4,55,576	18,22,302	22,77,878
128	12A/8	SHRI SUNDER T. JAGTIANI & SMT. ARCHANA S. JAGTIANI (A.M.)	750	4,49,892	17,99,569	22,49,461
129	12B/1	SMT.SURINDER KAUR VIRDI & MISS MINI SINGH VIRDI	694	4,16,567	16,66,267	20,82,834
130	12B/2	SMT. ASHA CHAND PUNJABI	768	4,60,549	18,42,194	23,02,743
131	12B/3	SMT. SHAKUNTALA K. DARIRA & SHRI RAVI KUMAR DARIRA (A.M.)	736	4,41,625	17,66,502	22,08,127
132	12B/4	SHRI SUNIL S. KRIPALANI & SMT. KARISHMA S. KRIPALANI (A.M.)	765	4,59,063	18,36,252	22,95,315
133	12B/5	DR.(MRS.)KAVITA R. HARCHANDANI	739	4,43,627	17,74,510	22,18,137
134	12B/6	SHRI RAKESH S. TALWAR & MR. SANDEEP TALWAR (ASSO.MEM)	763	4,57,707	18,30,827	22,88,534

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135	12B/7	SHRI HARPREET KAUR VIRDI & MISS VEERA SINGH VIRDI (ASSO.MEM)	750	4,50,150	18,00,602	22,50,752
136	12B/8	SHRI TARUN K. KINGER & SMT. DEEPIKA T. KINGER	765	4,59,257	18,37,027	22,96,284
137	13A/1	SMT. POONAM, SAMYUKTA GULATI & SHRI RAKESH GULATI	687	4,12,304	16,49,217	20,61,521
138	13A/2	SMT. VANDANA R.RELWANI HARESH R LALWANI [ASSO MEM]	720	4,31,873	17,27,493	21,59,366
139	13A/3	SHRI PAWANKUMAR V. ASNANI & SHRI AMITKUMAR V. ASNANI	748	4,48,536	17,94,144	22,42,679
140	13A/4	SHRI NARAIN LALCHAND THAKUR	741	4,44,403	17,77,610	22,22,013
141	13A/5	KUM. VASANTI M. ADVANI	748	4,48,536	17,94,144	22,42,679
142	13A/6	SHRI SANJAY K. ADVANI & SHRI KETAN CHOTALIA (A.MEM.)	744	4,46,146	17,84,585	22,30,731
143	13A/7	SMT. HARPREET KAUR VIRDI	760	4,56,286	18,25,144	22,81,430
144	13A/8	SMT. NEELU CHANDRA BHATIA	749	4,49,311	17,97,244	22,46,554
145	13B/1	SHRI AMARDEEP MEHER & SMT. AARTI MEHER	699	4,19,344	16,77,376	20,96,720
146	13B/2	SHRI ASHWIN K. ADVANI & SHRI SANJIV K. ADVANI	769	4,61,130	18,44,519	23,05,649
147	13B/3	SMT. BARKHA J. KHUSHALANI	751	4,50,603	18,02,410	22,53,013
148	13B/4	SHRI JITENDRA R. PUNJABI & SMT. SUSHMA J. PUNJABI	760	4,56,286	18,25,144	22,81,430
149	13B/5	SHRI KRISHEN T SIPPY & SMT. SHOBHA K. SIPPY (A.M.)	745	4,47,050	17,88,202	22,35,252
150	13B/6	SHRI ANIL T. CHAWLA & SMT. NEHA ANIL CHAWLA (A.M.)	760	4,55,705	18,22,819	22,78,524
151	13B/7	SHRI VIKRAM VIRDI, SMT. SURINDER, SHRI MANJIT SINGH VIRDI	756	4,53,703	18,14,810	22,68,513
152	13B/8	SMT. RACHNA K. CHANDIRAMANI & SHRI KISHORE G. CHANDIRAMANI	757	4,54,413	18,17,652	22,72,065
153	14A/1	SHRI MAHESH P. JASHNANI	698	4,18,633	16,74,534	20,93,167

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
154	14A/2	SMT. RENU I. ANANDANI & SHRI ISHWAR M. ANANDANI	488	2,92,759	11,71,037	14,63,796
155	14A/3	SMT. NEELU CHANDRA BHATIA	710	4,25,996	17,03,984	21,29,980
156	14A/4	MS RITA C.SHAHANI	522	3,12,974	12,51,896	15,64,870
157	14A/5	SMT.MEHEK IDREJIT CHAWLA & MAST. SAURAV IDERJIT CHAWLA (MINOR)	709	4,25,479	17,01,918	21,27,397
158	14A/6	SMT. NISHA H. LALWANI, SHRI HARESH R. LALWANI	519	3,11,101	12,44,405	15,55,506
159	14A/7	SMT. SAPNA N. JAGTIANI, SHRI NARESH MOHAN JAGTIANI [A.M.]	710	4,26,061	17,04,243	21,30,303
160	14A/8	SMT. SAPNA N. JAGTIANI	524	3,14,266	12,57,063	15,71,329
161	14B/1	DR.PRAVIN B.SHEGAL	643	3,85,954	15,43,816	19,29,770
162	14B/2	SHRI MANOHAR DEEPCHAND CHHABRIA	510	3,06,257	12,25,029	15,31,287
163	14B/3	SHRI RAVI L. ADVANI, SHERIN ADVANI (ASSO.MEM.)	705	4,22,831	16,91,326	21,14,157
164	14B/4	MS ROMA RAMESH BACHANI & MRS DIKSHA RAMESH BACHANI	535	3,20,789	12,83,155	16,03,944
165	14B/5	SMT. JOLLY VERGHESE & SHRI ANDREW D'SOUZA, SMT. JENNY D'SOUZA (ASSO.MEM.)	700	4,19,990	16,79,959	20,99,949
166	14B/6	SHRI SAINATH P. CHAWLA	536	3,21,435	12,85,738	16,07,173
167	14B/7	SHRI PESHWA ACHARYA & SMT. SUMITA ACHARYA, MR.UPAMANYU ACHARYA [A.M.]	708	4,24,704	16,98,818	21,23,522
168	14B/8	SHRI RUDOLPH ALMEIDA & SMT. ANNIE ALMEIDA	536	3,21,628	12,86,513	16,08,142
169	15A/1	MR.MITESH GOVIND GOKANI	672	4,03,456	16,13,825	20,17,281
170	15A/2	SHRI PRAKASH K. CHHABRIA, SMT. NISHA P. CHHABRIA (A.M.)	534	3,20,660	12,82,638	16,03,298
171	15A/3	SHRI PRAKASH G. WADHWANI	702	4,21,411	16,85,642	21,07,053
172	15A/4	SMT. AMRITA M.OTI BHAWNANI, MR. HITESH MOTI BHAWNANI	567	3,40,099	13,60,397	17,00,497
173	15A/5	SMT. POOJA KISHORE MELWANI	698	4,18,633	16,74,534	20,93,167

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174	15A/6	SMT. SEEMA R. SAINANI	550	3,29,766	13,19,064	16,48,830
175	15A/7	SMT. ADITEE AMIT RELE & SHRI AMIT ARVIND RELE	703	4,21,798	16,87,192	21,08,991
176	15A/8	SHRI GAURAV SANTOSH SHARMA, TANUSHRE ASHOK SHARMA & ANKIT SANTOSH SHARMA	550	3,30,024	13,20,097	16,50,121
177	15B/1	SHRI VIJAY N. SANBHWANI	644	3,86,148	15,44,591	19,30,739
178	15B/2	MR. SUSHANT ANILKUMAR AGARWAL, MR .ANIL KUMAR AGRAWAL	543	3,25,762	13,03,047	16,28,808
179	15B/3	SHRI DEVIDAS P. SAHIJWANI & SHRI GOPI SAHIJWANI	700	4,20,248	16,80,992	21,01,240
180	15B/4	SMT. KUNDA C .LALWANI	561	3,36,741	13,46,964	16,83,705
181	15B/5	SHRI. DEEPAK R.CHUGANI DR.HANSA CHUGANI (A.M)	704	4,22,444	16,89,776	21,12,220
182	15B/6	SHRI. SURESH V. PUNJABI	559	3,35,256	13,41,022	16,76,278
183	15B/7	MR.SHYAM MANU DASWANI	700	4,20,054	16,80,217	21,00,272
184	15B/8	SMT. SUNITA C. BHATIA	561	3,36,353	13,45,414	16,81,767
185	16A/1	SHRI MOTI TOLANI,MRS YASHIKA TILWANI (A.M.)	266	1,59,845	6,39,382	7,99,227
186	16A/3	SMT. VARSHA KARAMCHANDANI, SHRI BRIAN PERARA (ASSO.MEM)	646	3,87,633	15,50,533	19,38,166
187	16A/4	SHRI SUNIL G. VASWANI , SHRI RAMESH G. VASWANI, SMT. HALIMA (A.M.)	571	3,42,747	13,70,989	17,13,736
188	16A/5	SHRI ARVIND L. LAKHIANI	636	3,81,433	15,25,732	19,07,166
189	16A/6	SHRI GIRISH H. LALWANI, SIDDHANT G LALWANI [A.M.]	574	3,44,233	13,76,931	17,21,164
190	16A/7	SMT.VINITA ANIL VAZIRANI, SHRI ANIL M. VAZIRANI (A.M.)	636	3,81,885	15,27,541	19,09,426
191	16A/8	SHRI ANIL M. VAZIRANI, SMT.VINITA ANIL VAZIRANI	574	3,44,233	13,76,931	17,21,164
192	16B/1	SMT. GUNJAN REGE KARKERA	687	4,12,046	16,48,184	20,60,230
193	16B/2	SHRI RAMESH T. THAKUR, MANOJ R. THAKUR (ASSO.MEM.)	575	3,44,879	13,79,514	17,24,393

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194	16B/3	SHRI VIKASH V. GIANCHANDANI & SHRI AJAY V. GIANCHANDANI	665	3,98,871	15,95,483	19,94,354
195	16B/4	SHRI SURESH B TALREJA	575	3,44,879	13,79,514	17,24,393
196	16B/5	SMT. JUHI P. MUKHERJEE	685	4,10,819	16,43,275	20,54,094
197	16B/6	SHRI NANDLAL K. MATAI, SHRI VINOD MATAI (ASSO.MEM.)	575	3,44,879	13,79,514	17,24,393
198	16C/1	SHRI ROHIT RAJANI, LAXMI G RAJANI [A.M.]	451	2,70,607	10,82,428	13,53,035
199	16C/2	SHRI KISHORE M. MEHRA & SMT. PUSHPA M. MEHRA	431	2,58,465	10,33,861	12,92,326
200	16C/3	SMT. SANGEETA D. GADA & SHRI BHAVIN DHIRUBHAI GADA	444	2,66,538	10,66,153	13,32,691
201	16C/4	SMT. VEENA JAGDISH MIRPURI, SHRI RAJ J. MIRPURI	431	2,58,465	10,33,861	12,92,326
202	16C/5	SHRI PRAMOD M. SAKHALKAR	446	2,67,313	10,69,253	13,36,566
203	16C/6	MISS INDRA G. PUNWANI	431	2,58,853	10,35,411	12,94,263
204	16C/7	SHRI SURESH SHARMA & SHRI DEVESH SHARMA	446	2,67,313	10,69,253	13,36,566
205	16C/8	SHRI KISHIN G. DEMBLA & SMT. RADHIKA K. DEMBLA	431	2,58,724	10,34,894	12,93,618
206	17/1 + 17/2	SETH VASANTHMAL D CHARITABLE TRUST	1,454	8,72,659	34,90,636	43,63,295
207	17/3	SHRI PRAKASH P. LAKHIANI , SMT.RADHA LAKHIANI (ASSO.MEM.)	745	4,47,050	17,88,202	22,35,252
208	17/4	SMT. MANJU ARVIND LAKHIANI	751	4,50,667	18,02,669	22,53,336
209	17/5	SHRI JITENDRA A. RAISINGHANI	745	4,47,050	17,88,202	22,35,252
210	17/6	SMT.ANU MANSOOB HAIDER	751	4,50,732	18,02,927	22,53,659
211	17/7	SHRI T. M . SHAHANI	745	4,47,050	17,88,202	22,35,252
212	17/8	SHRI ASHOK G THAKUR & SHRI RAJESH G. THAKUR	744	4,46,275	17,85,102	22,31,377
213	18/1	SHRI.RAJESH G.CHAWAN &SMT.SMITA R.CHAWAN	295	1,77,089	7,08,357	8,85,447
214	18/2	SMT. KAVITA M.TOLANI, MR KUNAL M TOLANI [A.M.]	362	2,16,938	8,67,751	10,84,688

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215	18/3	SHRI SHRIKANT S. SHIVDASANI	954	5,72,537	22,90,149	28,62,686
216	18/4	SHRI SANTOSH R. NIMKAR & SMT. KAVITA S. NIMKAR	901	5,40,826	21,63,306	27,04,132
217	18/5	SMT.CHAMPA BHAGWAN VAGHNANI, SHRI PRAKASH B. VAGHNANI & SMT. SAVITA MEHTA	828	4,97,038	19,88,154	24,85,192
218	18/6	SMT. RENEY M. PARAKH, SMT. LAXMI G. RAJANI (ASSO. MEM.)	353	2,11,513	8,46,050	10,57,563
219	18/7	SMT. KANTAA B. ADVANII	962	5,76,993	23,07,974	28,84,967
220	18/8	SHRI SAMUDRA SEN	908	5,44,831	21,79,322	27,24,153
221	18/9	SHRI ARJUN H. BAJAJ & SMT. MONA A. BAJAJ	824	4,94,132	19,76,529	24,70,661
222	18/10	SMT. INDRA PUNWANI	353	2,11,513	8,46,050	10,57,563
223	18/11	SMT. AARTI KARAMCHANDANI & SHRI SANJEEV KARAMCHANDANI	954	5,72,150	22,88,599	28,60,748
224	18/12	SMT.SALONEE HANSPAL & SHREE AMARPREET HANSPAL, MS NITI HANSPAL (A.M)	903	5,41,860	21,67,439	27,09,299
225	18/14	SMT. DEEPIKA J. LOBO & SHRI SUNIL G. LOBO	827	4,96,328	19,85,312	24,81,640
226	18/15	SHRI SUNIL G. LOBO	361	2,16,486	8,65,942	10,82,428
227	19A/1	SMT. KRISHNA C KRIPALANI	654	3,92,154	15,68,616	19,60,770
228	19A/2	SMT. BARKHA G. LALWANI & SHRI GIRISH LALWANI, PRITHVI G LALWANI [ASSO MEM]	607	3,64,254	14,57,015	18,21,269
229	19A/3	SMT. MORBAI VASWANI & SMT. BHOJIBAI VAGHNANI	664	3,98,160	15,92,641	19,90,802
230	19A/4	SHRI LAL.K. MAKHIJANI, SMT. LEENA LAL MAKHIJANI (A.MEM)	555	3,32,737	13,30,947	16,63,684
231	19A/5	SHRI VIJAY B. MALKANI, SMT. SNEHA V. MALKANI (A.MEM.)	666	3,99,840	15,99,358	19,99,198
232	19A/6	SHRI VIKRAM B. MALKANI	554	3,32,543	13,30,172	16,62,715
233	19A/7	SMT. RAJU C JAISINGHANI	666	3,99,840	15,99,358	19,99,198
234	19A/8	SMT. JYOTI PURSHOTTA M. GIDWANI	557	3,34,416	13,37,664	16,72,080

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235	19B/1	MS NIRMALA JOSEPH,SHRI MOHAN JOSEPH	650	3,90,023	15,60,091	19,50,114
236	19B/2	MRS.NISHA HARESH LALWANI	607	3,63,931	14,55,723	18,19,654
237	19B/3	MS. MOOMAL KAPIL KHEMANI & SMT.ASHA CHAND PUNJABI	663	3,97,967	15,91,866	19,89,833
238	19B/4	SMT.KAMLA S.ADVANI	555	3,32,995	13,31,980	16,64,976
239	19B/5	SHRI CHANDU B. SHAH, SHRI PARIN CHANDU SHAH (A.MEM.)	664	3,98,419	15,93,675	19,92,093
240	19B/6	SHRI MOTI P.TOLANI	557	3,34,287	13,37,147	16,71,434
241	19B/7	SMT. NEETA D. GUPTA	664	3,98,419	15,93,675	19,92,093
242	19B/8	SMT.GONSALVES GINELLE, SMT. SAVITA ADELA D'SOUZA (A.M.)	557	3,34,093	13,36,372	16,70,465
243	20A/1	SHRI RAJESH G. CHAWAN	727	4,36,136	17,44,543	21,80,679
244	20A/2	SMT. PANCHALI S.UPADHYA & SHRI SAIKET UPADHYA	826	4,95,553	19,82,212	24,77,765
245	20A/3	SHRI DEVJI M. CHOTALIA	828	4,96,716	19,86,862	24,83,578
246	20A/4	SHRI DEEPAK RAJ TALWAR	750	4,49,892	17,99,569	22,49,461
247	20A/5	SHRI AVINAASH P. BODWAANI	805	4,83,088	19,32,353	24,15,442
248	20A/6	SHRI PRAKASH H. BODWANI & SMT. JAYSHREE G. DEMBLA	846	5,07,630	20,30,521	25,38,151
249	20A/7	SHRI AMEYA P. SAKHALKAR & SMT. NEELA P. SAKHALKAR	754	4,52,476	18,09,902	22,62,378
250	20A/8	SMT. MERLYN MENEZES	809	4,85,607	19,42,428	24,28,035
251	20A/9	SHRI AKSHAY VIJAY WADHWA	846	5,07,630	20,30,521	25,38,151
252	20A/10	SHRI PREM K.CHHABRIA, SHRI PRAKASH K .CHHABRIA & SMT. SUNITA N. CHHABRIA	756	4,53,767	18,15,069	22,68,836
253	20A/11	DR. SMT. ASHA ADVANI & SHRI SHAILESH M. ADVANI	811	4,86,640	19,46,562	24,33,202
254	20A/12	SHRI VIJAY M.WADHWA	845	5,06,855	20,27,421	25,34,276

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255	20B/1	SHRI SARABJIT PRAKASH RAO , SHRI PRAKASH RAO (ASSO.MEM)	726	4,35,425	17,41,701	21,77,127
256	20B/2	SMT. SANGEETA R.	827	4,96,328	19,85,312	24,81,640
257	20B/3	SHRI RAJIV S MATHUR & MANJULA S MATHUR	824	4,94,584	19,78,337	24,72,921
258	20B/4	SMT. KAUSHALYA L CHAWLA	755	4,53,251	18,13,002	22,66,253
259	20B/5	SHRI SHARAN K. ANANDANI & SMT. HANEETA R.SHENOY	807	4,84,122	19,36,487	24,20,608
260	20B/6	SHRI ROHIT D. JUNNARKAR	847	5,08,018	20,32,071	25,40,089
261	20B/7	SMT. MEENA M. BHAMBHWANI, SHRI PRAKASH ISSARDAS KHEMANI, SHRI MOHAN BHAMBHWANI (A.MEM)	755	4,52,992	18,11,969	22,64,961
262	20B/8	SHRI RAJU G. DEMBLA & SHRI. KISHAN G. DEMBLA	802	4,81,086	19,24,345	24,05,431
263	20B/9	NICKY ONYL ADVANI, KOMAL G. PUNJABI	846	5,07,889	20,31,554	25,39,443
264	20B/10	SMT. MINAL DEEPAK PUNJABI	753	4,51,894	18,07,577	22,59,471
265	20B/11	SHRI.SURESH RAMCHAND DARIRA	807	4,84,122	19,36,487	24,20,608
266	20B/12	SHRI ROSHAN, SHRI SURESH R. & SMT. LATIKA S.DARIRA	847	5,08,018	20,32,071	25,40,089
		GRAND TOTAL	1,86,095	11,16,56,953	44,66,27,810	55,82,84,763

TENANTED SHOPS:

SR. NO.	SHOP NO.	NAME OF TENANT	EXISTING CARPET AREA IN SQ. FT.	20% ON TENANTS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
1	SHOP 4	PUSHPABEN C SHAH & PARIN C. SHAH	397	2,38,200	9,52,800	11,91,000
2	SHOP 5	CHANDU B. SHAH & PUSHPA C.SHAH	195	1,17,000	4,68,000	5,85,000
3	SHOP 6	POOJA V BALWANI	162	97,200	3,88,800	4,86,000
4	SHOP 7	MAVJI R GALA & ZAVERBEN M. GALA	171	1,02,600	4,10,400	5,13,000
5	SHOP 8	ROSHANI H KHATTER & DEEPAK H KHATTER	207	1,24,200	4,96,800	6,21,000
6	SHOP 9	MOMIN P.SHAIKH & HAFIZ FULWAR IDRISI	199	1,19,400	4,77,600	5,97,000
7	SHOP 10	RAJKUMAR L PAHUJA & JAYA R PAHUJA	163	97,800	3,91,200	4,89,000
8	SHOP 12	SUMAN MUKESHKUMAR JAIN & MUKESHKUMAR JAIN	176	1,05,600	4,22,400	5,28,000
9	SHOP 13	DR. RAJESH GOKANI & MINAL GOKANI	212	1,27,200	5,08,800	6,36,000
10	SHOP 14	N.D.CHOTALIA & D.D.CHOTALIA	234	1,40,400	5,61,600	7,02,000
11	SHOP 15	N.D.CHOTALIA & D.D.CHOTALIA	233	1,39,800	5,59,200	6,99,000
12	SHOP 16	SHAMSUNDER CHIMANLAL DUA	582	3,49,200	13,96,800	17,46,000
		GRAND TOTAL	2,931	17,58,600	70,34,400	87,93,000

C. ADDITIONAL HARDSHIP ALLOWANCE:

- 3 apartments attached with terraces which are exclusively used by members of these apartments.
- Additional Hardship Allowance @ Rs.15,000/sft of carpet area of each terrace.

SR. NO.	FLAT NO.	NAME OF MEMBER	CARPET AREA OF TERRACE IN SQ. FT.	100% ON HANDOVER DATE
1	16B/1	SMT. GUNJAN REGE KARKERA	383	57,45,000
2	17/4	SMT. MANJU ARVIND LAKHIANI	271	40,65,000
3	18/5	SMT.CHAMPA BHAGWAN VAGHNANI, SHRI PRAKASH B. VAGHNANI & SMT. SAVITA MEHTA	280	42,00,000
		GRAND TOTAL	934	1,40,10,000

D. BROKERAGE:

- One-time payment of Rs. 176/- (Rupees One Hundred and Seventy Six only) per sq. ft. on existing carpet area of flats (including balcony) which is an amount equivalent to 1 (one) month's Monthly Hardship Allowance per Member and Tenant
- No Brokerage will be paid for Society Occupied Flat i.e. Society Office - Flat No. 16A/2, Post Office (Shop No. 1, Shop No. 2 and Shop No. 3) and Society Occupied Shops i.e. Shop No. 11 and Library

E. SHIFTING CHARGES:

The Developer shall pay to each Member and Tenant of the Society an amount of INR 1,50,000 (Rupees One Lakh and Fifty Thousand) as shifting allowance ("**Shifting Charges**") in the following manner:

- An amount of INR 75,000 (Indian Rupees Seventy-Five Thousand) shall be paid by the Developer to the Member and the Tenant on the Handover Date.
- An amount of INR 75,000 (Indian Rupees Seventy-Five Thousand) shall be paid by the Developer to the Member and the Tenant on execution of the no-objection certificate / letters as prescribed by MHADA for the purpose of obtaining occupation certificate.

No shifting charges will be paid for Society Occupied Flat i.e. Society Office - Flat No. 16A/2, Post Office (Shop No. 1, Shop No. 2 and Shop No. 3) and Society Occupied Shops i.e. Shop No. 11 and Library.

F. STAMP DUTY AND REGISTRATION CHARGES:

- One-time payment of INR 5,000 (Indian Rupees Five Thousand) to each Member and Tenant on the Handover Date towards Stamp Duty and Registration charges to be paid on the leave and license agreement to be executed by the Members and Tenants in respect of their temporary accommodation.
- This amount shall be paid by the Developer simultaneously with the Members and Tenants executing the PAA Agreement.

No stamp duty and registration charges will be paid for Society Occupied Flat i.e. Society Office - Flat No. 16A/2, Post Office (Shop No. 1, Shop No. 2 and Shop No. 3) and Society Occupied Shops i.e. Shop No. 11 and Library.

ANNEXURE 11

ADDITIONAL PURCHASE AREA BY MEMBERS

List of Members who want to purchase additional units from the Developer at the price mentioned in the Commercial Offer to Society:

SR. NO.	EXISTING FLAT NO.	NAME OF MEMBER

ANNEXURE 12

PAYMENT SCHEDULE – CONSTRUCTION LINKED PLAN

List of Members who want to purchase additional units from the Developer will be paying as per Construction Linked Plan:

ANNEXURE 13

LIST OF MEMBERS WHO HAVE SOLD FLATS TO DEVELOPER

List of Members who have sold their existing flats to the Developer at the price mentioned in the Commercial Offer to Society:

SR. NO.	EXISTING FLAT NO.	NAME OF MEMBER

ANNEXURE 14 - AGREED HARDSHIP ALLOWANCE - TYPICAL EXAMPLE

	TYPICAL EXAMPLE	sq. ft.	sq. ft.
A	FSI as per Entitlement for Members	1,00,000	
B	FSI Consumed for Members as per Final Approved Plans	92,000	
C = A - B	Balance Unused FSI for Members		8,000
	Less: Adjustments to be made		
1	FSI Entitlement due to Area difference of Members flats in the Same Stack of Individual Building	1,000	
2	FSI consumed for Prayer Hall / Guru Mandir	1,000	
3	FSI Area utilized from the Sale Component for Members Area	1,000	
D	Total Adjustments		3,000
E = C - D	Balance Development Potential		5,000
	VALUATION FOR BALANCE DEVELOPMENT POTENTIAL		
F = 0.9 * E	Carpet Area corresponding to the Balance Development Potential (0.9 * E)		4,500
G	Rs. per sq. ft. on Carpet Area		44,000
F * G	Amount to be paid to the Society as Corpus (Rs. in Cr.)		19.80

Regd No.
BOM/(WD)HSG/
(TC) 367/84-85
dt. 27-12-1984

Kumari Jethi T. Sipahimalani Co-operative Housing Society Limited

Regd. Office : JETHIBEN COLONY, F.P.NO.565, MORI ROAD, MAHIM, MUMBAI-400016.

Our Ref. No. JBCI

Date :

Dated: 17th March 2025

MINUTES OF SPECIAL GENERAL BODY MEETING

MANAGING COMMITTEE

1. Shri. M. S. Virdi	Chairman	2. Shri Kumar Darira	Hon. Secretary
3. Dr. Rajesh Gokani	Treasurer	4. Shri Bodwaani Prakash	Comm. Member
5. Shri Suresh Darira	Comm. Member	6. Shri Ajay Asrani	Comm Member
7. Ms. Kantaa Advanii	Comm Member	8. Smt. Laxmi G. Rajani	Comm Member
9. Shri Anil Chawla	- Comm Member	10. Shri Prasad V. Acharekar	Comm.Member
11. Shri Shivdasani Shrikant	- Comm.Member	12. Shri Mukesh D. Shah	Comm.Member

Minutes for a Special General Body Meeting of Kum. Jethi T. Sipahimalani Co-op. Hsg. Soc. Ltd. to be held on 16th March 2025 Sunday, at 11.30 a.m. at Khar Gymkhana Khar

west

162 Members were present

Minutes

1. To discuss and approve the Development Agreement

RESOLVED THAT the final drafts of the Development Agreement, Power of Attorney, Permanent Alternate Accommodation Agreement and the Member Consent letter proposed to be executed between the Society and the selected Developer i.e. Ten X Realty West Limited, and the members of the Society (which has been uploaded on the Society website:

www.jethibensociety.com, on 3rd March 2025 along with additional points be and is hereby approved.

PASSED UNANIMOUSLY.



2. To authorise the Hon. Chairperson, the Hon. Secretary and the Hon. Treasurer to sign, execute and register the Development Agreement, Power of Attorney and other necessary documents for purposes of redevelopment.

RESOLVED THAT the Hon. Chairperson, the Hon. Secretary of the Society and the Hon. Treasurer are hereby jointly authorised to negotiate, finalise and sign, execute and register the Development Agreement, power of attorney and other necessary documents as they deem necessary for purpose of redevelopment of the building on behalf of all members of the Society with the selected Developer.

FURTHER RESOLVED THAT that Society shall address a letter in favour of the Developer i.e. Ten X Realty West Limited, representing and demonstrating their willingness to enter into the Development Agreement with the Developer subject to the Developer converting the tenure of a portion of land admeasuring 576.93 square meters out of the Society land, from Occupancy Class II to Occupancy Class I land at the sole costs and expenses of the Developer and obtaining a final order in that regard from the Collector, Mumbai City.

FURTHER RESOLVED THAT only after the Developer has converted the tenure of portion of land admeasuring 576.93 square meters out of the Society land, from Occupancy Class II to Occupancy Class I land at the sole costs and expenses of the Developer and obtained a final order in that regard from the Collector, Mumbai City, the Hon. Chairman, the Hon. Secretary and the Hon. Treasurer shall be empowered and entitled to sign, execute and register the Re-development Agreement / Development Agreement, Specific Power of Attorney and the Permanent Alternate Accommodation Agreements and/or any other deeds/documents/writings, as may be required by the Society for granting development rights in respect of the Society land in favour of the Developer i.e. Ten X Realty West Limited.

PASSED UNANIMOUSLY.



3. To discuss and approve the matter regarding the outstanding dues of the members and its recovery / adjustments from the monetary benefits available under the Development Agreement and from the Society's redistributable general corpus and reserve fund.

RESOLVED THAT members with outstanding dues, as per the Society's records, to clear all their respective outstanding dues at the time of signing the Development Agreement with the selected Developer, the Developer, as per the instruction of the Society, to deduct the amount of such outstanding dues from Displacement Compensation, Transportation/Shifting Charges, and/or Hardship Allowance proposed to be payable by the Developer to such members under the Development Agreement and the proposed Permanent Alternate Accommodation Agreement and the Developer be authorised to pay such amounts to the Society towards the satisfaction of the outstanding dues of such member(s), and upon payment by the Developer, the outstanding dues of such members shall be reduced by the amount paid by the Developer to the Society.

FURTHER RESOLVED THAT where the amount of outstanding dues of any member is not satisfied by deduction and subsequent payment by the selected Developer from the amount of Displacement Compensation, Transportation/Shifting Charges, and/or Hardship Allowance payable to the members having outstanding dues, then the Society is authorised to deduct the amount of such balance outstanding dues from the amount payable by the Society to such members towards redistribution the Society's general corpus and reserve fund lying with it at the time of such redistribution, and utilise the same towards the satisfaction of the said outstanding dues.

PASSED UNANIMOUSLY.

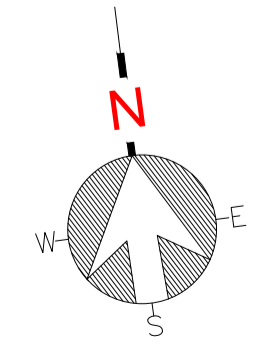
For and on behalf of the Managing Committee


SEAL
Hon. Secretary


SEAL
Hon. Chairman



EXISTING LAYOUT



ANNEXURE 2 – PART I

EXISTING CARPET AREA OF RESIDENTIAL FLATS (AS PER SURVEY) AND DETAILS OF GARAGES

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
1	1/1	SMT. GEETANJALI P. CHANDIRAMANI & SMT. NALINI M SAWNANI	714
2	1/2	MR. MANOJ R. THAKUR	720
3	1/3	SMT. ANJU THAKUR MALKANI	742
4	1/4	SHRI. RAM K. HARDASANI & SAVITA RAM HARDASANI	742
5	1/5	SHRI. DHARMU D. JASHNANI	735
6	1/6	SHRI MOHAN MANBODH SINGH	741
7	1/7	SHRI. DEVIDAS SAJNANI & SMT. VANITA D. SAJNANI	735
8	1/8	SHRI GUL MALAKANI	741
9	2/1	MISS AJANTHA PRAKASH RAO & SMT. SARABJIT PRAKASH RAO (A.MEM)	725
10	2/2	SMT. AMARJIT KAUR SURI	719
11	2/3	SHRI. PRAKASH V. RAO	743
12	2/4	DR. MRS.MANJARI M. SHINGNAPURKAR & DR. MAHENDRA	741
13	2/5	MRS.POOJA V. BALWANI.	741
14	2/6	MRS.POOJA V. BALWANI	741
15	2/7	SHRI.TAROON V. JAGTIANI	739
16	2/8	SHRI.BHAGWANDAS G. SAJNANI & SHRI NEERAJ B. SAJNANI	740
17	3/1	SHRI RAVI SHASTRI & DEEPIKA SORABJEE SMT. LAXMI SHASTRI (A. MEM.)	731
18	3/2	SMT. PRIYA V. JHAM	733
19	3/3	SHRI HARESH B. GIANCHANDANI	735
20	3/4	SHRI PRANAY V. JHAM	733
21	3/5	SMT. SHEILA K. SADARANGANI & SMT. JYOTI BHOJWANI	742
22	3/6	SHRI. KABIR G. SADARANGANI	738
23	3/7	SHRI AVINASH KHATANHAR	736

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
24	3/8	SMT.SWATI SUSHIL KUMAR MS.AVANTIKA VINOD DHANJANI & SHRI ANIL DHANJANI	735
25	4/1	SHRI HITESH GOPAL MIRANI, SHRI GOPAL V. MIRANI (ASSO.MEM.)	718
26	4/2	MR .AJAY D. MADNANI	722
27	4/3	SMT. MEENA ASHOK DARIRA	741
28	4/4	SMT. KAVITA G. CHANDIRAMANI SHRI VIJAY GULAB. CHANDIRAMANI	741
29	4/5	SHRI SUMEET A. LAL	732
30	4/6	SMT. PRIYA K. DASWANI	736
31	4/7	SMT. RADHIKA R. WALAWALKAR	738
32	4/8	SHRI SATISH V. POWAR	741
33	5/1	SHRI HEMANT D. LAKHIANI	721
34	5/2	SHRI PRAKASH P. LAKHIANI SMT. KRITI P. LAKHIANI (ASSO MEM)	718
35	5/3	DR.SHRI SURENDRA SINGNAPURKAR & SMT.DR.PRIYA S. SHINGNAPURKAR	737
36	5/4	MS.MEETALI DASGUPTA	734
37	5/5	SHRI VARUN R. JHAVERI	740
38	5/6	SHRI. MUKESH ISHWARLAL DASWANI & SMT. RITIKA M DASWANI	741
39	5/7	SMT. NIRMALA P. CHANDRAN	741
40	5/8	SMT. MEENAKSHI D.DURAPHE & SHRI DNYANESHWAR J. DURAPHE	739
41	6A/1	SHRI VITHALBHAI. D. CHOTALIA & SHRI VALLABHBHAI D CHOTALIA CHETANKUMAR CHOTALIA [ASSO MEM]	721
42	6A/2	MS. MEGHNA S. THAKUR	785
43	6A/3	SHRI JAGDISH CHAWLA	776
44	6A/4	SHRI RATNAKAR L. CHAWLA & SHRI LAXMAN G. CHAWLA	774
45	6A/5	SHRI AJIT MADHAV DALVI	779
46	6A/6	SHRI MOHIT ISHWAR DEVJANI	784
47	6A/7	SHRI RAMESH T. AMLANI & SMT. BEENA R AMLANI	773

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
48	6A/8	SHRI ASHOK G. KHIANI	780
49	6B/1	SHRI SUNNY M. LAKHIANI & SHRI HARESH M. LAKHIANI MOHAN V LAKHIANI [ASSO MEM]	698
50	6B/2	SHRI LALITH M. PAMNANI	726
51	6B/3	SMT. ANJU B. CHAINANI & SMT. POOJA B. CHANDELE	740
52	6B/4	SHRI MOTI TOLANI	705
53	6B/5	SMT. AMARJIT KAUR SURI	746
54	6B/6	SHRI RATAN A. BHAVNANI	700
55	6B/7	SHRI MANMOHAN SINGH SURI	739
56	6B/8	SMT. AMARJIT KAUR SURI, SHRI MANMOHAN SINGH SURI, SHRI BHAVNEET SINGH SURI	700
57	7/1	MR. HARESH KUMAR MOHAN LAKHIANI & VIDYA MOHAN LAKHIANI MR. MOHAN C.LAKHIANI (ASSO MEM.)	744
58	7/2	SHRI.HARVINDERSIGH V. GANDHI & SMT.NATASHA H. GANDHI	866
59	7/3	SHRI PRASAD V. ACHAREKAR	848
60	7/4	SMT. KAVITA S. SHARMA	923
61	7/5	SMT. REENA P. ACHAREKAR	826
62	7/6	SMT.BHAVNA M. UTTAMCHANDANI	923
63	7/7	MISS.HEERU D. BHOJWANI	793
64	7/8	SHRI JUGAL K. ASWANI & SMT. DISHA J. ASWANI	924
65	8/1	SMT.KANTA A. BHATIA SHRI ATMA S. BHATIA (ASSO. MEM.)	740
66	8/2	SHRI.SUDHIR WAGH SHRI.AVINASH R. WAGH (ASSO.MEM.)	865
67	8/3	SHRI. ASHOK K. MUKHI & JAIKISHAN MUKHI	778
68	8/4	SHRI.CHANDRU CHAWLA, SMT.PREANA CHANDIRAMANI & SMT.KAVITA CHAWALA	905
69	8/5	SMT. KAMLA H. RAJANI RAJ H RAJANI [ASSO MEM]	805
70	8/6	KUMARI JETHI T. SIPAHIMALANI CHARITABLE TRUST	908

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
71	8/7	DR. RAJESH G. GOKANI & SMT. MINAL R. GOKANI	813
72	8/8	SHRI INCHIPARAMBAN KEVIN JAMES SMT. NIMI TERESA CHACKUNNY	898
73	9A/1	PRAKASH MANIK WADHWANI , MISS RAKHEE M. WADHWANI & SAVITA M. WADHWANI	653
74	9A/2	MR. PREM L.BHATIA	687
75	9A/3	SMT. KIRAN CHANDAN KHANNA	684
76	9A/4	MR. NIKHIL MUNGE & SURESH MUNGE	716
77	9A/5	SMT.NATASHA H. BELANI & SHRI HASHU H. BELANI	680
78	9A/6	MR. ANOOP R. ASRANI & MRS.VINISHA A. ASRANI	717
79	9A/7	SMT. PUSHPA L. THADANI & SHRI HARESH N. THADANI	675
80	9A/8	SHRI AJAY P. ASRANI & SMT. AARTI A. ASRANI.	716
81	9B/1	SHRI.KUMAR L. THADANI	659
82	9B/2	MS. ANITA T. DADLANI	693
83	9B/3	SMT. RENUKA MOTI JHANGIANI	678
84	9B/4	SHRI SHYAM R. KARANI	715
85	9B/5	SMT. POONAM VASHDEV SAJNANI	676
86	9B/6	SHRI. KISHIN T. MULANI SHRI.GHANSHYAM R.MULANI	715
87	9B/7	SMT.MILAN M. KAMAT & MISS. MANASI M. KAMAT SHRI MANOHAR B. KAMAT (ASSO.MEM)	678
88	9B/8	SHRI. JOHNITOOP VAZHAPILLY	715
89	10A/1	SHRI GIRISH H. LALWANI	656
90	10A/2	SHRI. ARUN RAMCHAND ASRANI	689
91	10A/3	SHRI.MANOJ JAGTIANI	681
92	10A/4	SMT.SARITA S ALREJA & SHRI SAATISH R ALREJA	721
93	10A/5	SHRI V. D. CHOTALIA & SMT. KANCHAN CHOTALIA, SHRI TEJAS CHOTALIA (ASSO.MEM.)	681
94	10A/6	SMT.KANCHI A. BHAGTANI & SHRI. KUNJ BHAGTANI	721

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
95	10A/7	SHRI.VINOD G. MIRPURI	676
96	10A/8	SMT.ANJU RAJESH SANGTIANI, SHRI VINOD ASNANI, MRS. SALONI ASNANI DIVECHA & SHRI. RAJESH SANGTIANI	715
97	10B/1	SHRI.GOPAL N KARNANI, SHRI KUMAR R. DARIRA (ASSO.MEM.)	649
98	10B/2	SHRI.TAJINDER VIJINDER SINGH GANDHI	689
99	10B/3	SHRI SHAMSHER BARELLIA & SHARAT BARELLIA	686
100	10B/4	SMT. BEENA H. GIDWANI & SHRI DALIP H. GIDWANI	727
101	10B/5	GENERAL INSURANCE CORPORATION OF INDIA	682
102	10B/6	SMT. JUNEY XAVIER & SHRI EUGENE NIGELL XAVIER	732
103	10B/7	SMT. MAYA H. BHATIA	686
104	10B/8	SHRI KUMAR R. DARIRA	732
105	11A/1	SUNITA RAMCHAND PUNJABI	643
106	11A/2	SMT. VEENA J. LALWANI, SHRI BHARAT MANOJ LALWANI (A.M.)	599
107	11A/3	SHRI. PRAVIN K. THADHANI	654
108	11A/4	SHRI RAVI K. DARIRA & SMT SHAKUNTALA K. DARIRA	535
109	11A/5	MRS.NALINI M. SAVNANI & MR. MAHESH M SAVNANI	658
110	11A/6	SMT. SHEFALI D. LULLA	534
111	11A/7	SHRI.MALCOLM F. ANJIRBAG & SMT. SHARU M. ANJIRBAG	658
112	11A/8	SHRI UJWAL N. DIGASKAR & SMT. HEMLATA DIGASKAR	535
113	11B/1	SMT. NISHA H. LALWANI, SHRI HARESH R. LALWANI & SHRI DHIRAJ H. LALWANI	644
114	11B/2	SHRI MUKESH D SHAH, SHRI PRATIK M SHAH [ASSO MEM]	585
115	11B/3	SMT. NISHA RAJAN GANGLANI	657
116	11B/4	MS ANITA KRISHNAN, ARUN KRISHNAN, ASHOK KRISHNAN, & ASHA RAVJAN	533
117	11B/5	SHRI NARESHKUMAR ADNANI	648
118	11B/6	SMT. INDU SUNDER JAGTIANI SMT. BHAVNA S. JAGTIANI (ASSO.MEM)	536

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
119	11B/7	SMT. SUNITA SUNIL PHERWANI & SHRI SUNIL J. PHERWANI	648
120	11B/8	SHRI SUNIL GODWIN LOBO & MS. JOANNE SIMON LOBO (ASSO.MEM.)	537
121	12A/1	SMT. ANJALI B.ASWANI	693
122	12A/2	SMT. PRAMILLA ADVANI KRIPALANI & SHRI NISHANT VINIT STORE	728
123	12A/3	MR SUNIL M CHUGANI & MR.VISHAL SUNIL CHUGANI	750
124	12A/4	SMT.VANDANA ASHOK POTNIS & SHRI ASHOK R POTNIS	750
125	12A/5	SHRI AMIT GIRISH GADKARI	759
126	12A/6	SHRI LAL M. MALKANI	750
127	12A/7	SHRI MANJIT SINGH VIRDI & SHRI VIKRAMJIT SINGH VIRDI (A.M)	759
128	12A/8	SHRI SUNDER T. JAGTIANI & SMT. ARCHANA S. JAGTIANI (A.M.)	750
129	12B/1	SMT.SURINDER KAUR VIRDI & MISS MINI SINGH VIRDI	694
130	12B/2	SMT. ASHA CHAND PUNJABI	768
131	12B/3	SMT. SHAKUNTALA K. DARIRA & SHRI RAVI KUMAR DARIRA (A.M.)	736
132	12B/4	SHRI SUNIL S. KRIPALANI & SMT. KARISHMA S. KRIPALANI (A.M.)	765
133	12B/5	DR.(MRS.)KAVITA R. HARCHANDANI	739
134	12B/6	SHRI RAKESH S. TALWAR & MR. SANDEEP TALWAR (ASSO.MEM)	763
135	12B/7	SHRI HARPREET KAUR VIRDI & MISS VEERA SINGH VIRDI (ASSO.MEM)	750
136	12B/8	SHRI TARUN K. KINGER & SMT. DEEPIKA T. KINGER	765
137	13A/1	SMT. POONAM, SAMYUKTA GULATI & SHRI RAKESH GULATI	687
138	13A/2	SMT. VANDANA R.RELWANI HARESH R LALWANI [ASSO MEM]	720
139	13A/3	SHRI PAWANKUMAR V. ASNANI & SHRI AMITKUMAR V. ASNANI	748
140	13A/4	SHRI NARAIN LALCHAND THAKUR	741
141	13A/5	KUM. VASANTI M. ADVANI	748
142	13A/6	SHRI SANJAY K. ADVANI & SHRI KETAN CHOTALIA (A.MEM.)	744
143	13A/7	SMT. HARPREET KAUR VIRDI	760
144	13A/8	SMT. NEELU CHANDRA BHATIA	749

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
145	13B/1	SHRI AMARDEEP MEHER & SMT. AARTI MEHER	699
146	13B/2	SHRI ASHWIN K. ADVANI & SHRI SANJIV K. ADVANI	769
147	13B/3	SMT. BARKHA J. KHUSHALANI	751
148	13B/4	SHRI JITENDRA R. PUNJABI & SMT. SUSHMA J. PUNJABI	760
149	13B/5	SHRI KRISHEN T SIPPY & SMT. SHOBHA K. SIPPY (A.M.)	745
150	13B/6	SHRI ANIL T. CHAWLA & SMT. NEHA ANIL CHAWLA (A.M.)	760
151	13B/7	SHRI VIKRAM VIRDI, SMT. SURINDER, SHRI MANJIT SINGH VIRDI	756
152	13B/8	SMT. RACHNA K. CHANDIRAMANI & SHRI KISHORE G. CHANDIRAMANI	757
153	14A/1	SHRI MAHESH P. JASHNANI	698
154	14A/2	SMT. RENU I. ANANDANI & SHRI ISHWAR M. ANANDANI	488
155	14A/3	SMT. NEELU CHANDRA BHATIA	710
156	14A/4	MS RITA C.SHAHANI	522
157	14A/5	SMT.MEHEK IDREJIT CHAWLA & MAST. SAURAV IDERJIT CHAWLA (MINOR)	709
158	14A/6	SMT. NISHA H. LALWANI, SHRI HARESH R. LALWANI	519
159	14A/7	SMT. SAPNA N. JAGTIANI, SHRI NARESH MOHAN JAGTIANI [A.M.]	710
160	14A/8	SMT. SAPNA N. JAGTIANI	524
161	14B/1	DR.PRAVIN B.SEHGAL	643
162	14B/2	SHRI MANOHAR DEEPCHAND CHHABRIA	510
163	14B/3	SHRI RAVI L. ADVANI, SHERIN ADVANI (ASSO.MEM.)	705
164	14B/4	MS ROMA RAMESH BACHANI & MRS DIKSHA RAMESH BACHANI	535
165	14B/5	SMT. JOLLY VERGHESE & SHRI ANDREW D'SOUZA, SMT. JENNY D'SOUZA (ASSO.MEM.)	700
166	14B/6	SHRI SAINATH P. CHAWLA	536
167	14B/7	SHRI PESHWA ACHARYA & SMT. SUMITA ACHARYA, MR.UPAMANYU ACHARYA [A.M.]	708
168	14B/8	SHRI RUDOLPH ALMEIDA & SMT. ANNIE ALMEIDA	536

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
169	15A/1	MR.MITESH GOVIND GOKANI	672
170	15A/2	SHRI PRAKASH K. CHHABRIA, SMT. NISHA P. CHHABRIA (A.M.)	534
171	15A/3	SHRI PRAKASH G. WADHWANI	702
172	15A/4	SMT. AMRITA M.OTI BHAWNANI, MR. HITESH MOTI BHAWNANI	567
173	15A/5	SMT. POOJA KISHORE MELWANI	698
174	15A/6	SMT. SEEMA R. SAINANI	550
175	15A/7	SMT. ADITEE AMIT RELE & SHRI AMIT ARVIND RELE	703
176	15A/8	SHRI GAURAV SANTOSH SHARMA, TANUSHRE ASHOK SHARMA & ANKIT SANTOSH SHARMA	550
177	15B/1	SHRI VIJAY N. SANBHWANI	644
178	15B/2	MR. SUSHANT ANILKUMAR AGARWAL, MR .ANIL KUMAR AGRAWAL	543
179	15B/3	SHRI DEVIDAS P. SAHIJWANI & SHRI GOPI SAHIJWANI	700
180	15B/4	SMT. KUNDA C .LALWANI	561
181	15B/5	SHRI. DEEPAK R.CHUGANI, DR.HANSA CHUGANI (A.M)	704
182	15B/6	SHRI. SURESH V. PUNJABI	559
183	15B/7	MR.SHYAM MANU DASWANI	700
184	15B/8	SMT. SUNITA C. BHATIA	561
185	16A/1	SHRI MOTI TOLANI, MRS YASHIKA TILWANI (A.M.)	266
186	16A/3	SMT. VARSHA KARAMCHANDANI, SHRI BRIAN PERARA (ASSO.MEM)	646
187	16A/4	SHRI SUNIL G. VASWANI , SHRI RAMESH G. VASWANI, SMT. HALIMA (A.M.)	571
188	16A/5	SHRI ARVIND L. LAKHIANI	636
189	16A/6	SHRI GIRISH H. LALWANI, SIDDHANT G LALWANI [A.M.]	574
190	16A/7	SMT.VINITA ANIL VAZIRANI, SHRI ANIL M. VAZIRANI (A.M.)	636
191	16A/8	SHRI ANIL M. VAZIRANI, SMT.VINITA ANIL VAZIRANI	574
192	16B/1	SMT. GUNJAN REGE KARKERA	687
193	16B/2	SHRI RAMESH T. THAKUR, MANOJ R. THAKUR (ASSO.MEM.)	575

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
194	16B/3	SHRI VIKASH V. GIANCHANDANI & SHRI AJAY V. GIANCHANDANI	665
195	16B/4	SHRI SURESH B TALREJA	575
196	16B/5	SMT. JUHI P. MUKHERJEE	685
197	16B/6	SHRI NANDLAL K. MATAI, SHRI VINOD MATAI (ASSO.MEM.)	575
198	16C/1	SHRI ROHIT RAJANI, LAXMI G RAJANI [A.M.]	451
199	16C/2	SHRI KISHORE M. MEHRA & SMT. PUSHPA M. MEHRA	431
200	16C/3	SMT. SANGEETA D. GADA & SHRI BHAVIN DHIRUBHAI GADA	444
201	16C/4	SMT. VEENA JAGDISH MIRPURI, SHRI RAJ J. MIRPURI	431
202	16C/5	SHRI PRAMOD M. SAKHALKAR	446
203	16C/6	MISS INDRA G. PUNWANI	431
204	16C/7	SHRI SURESH SHARMA & SHRI DEVESH SHARMA	446
205	16C/8	SHRI KISHIN G. DEMBLA & SMT. RADHIKA K. DEMBLA	431
206	17/1 + 17/2	SETH VASANTHMAL D CHARITABLE TRUST	1,454
207	17/3	SHRI PRAKASH P. LAKHIANI , SMT.RADHA LAKHIANI (ASSO.MEM.)	745
208	17/4	SMT. MANJU ARVIND LAKHIANI	751
209	17/5	SHRI JITENDRA A. RAISINGHANI	745
210	17/6	SMT.ANU MANSOOB HAIDER	751
211	17/7	SHRI T. M . SHAHANI	745
212	17/8	SHRI ASHOK G THAKUR & SHRI RAJESH G. THAKUR	744
213	18/1	SHRI.RAJESH G.CHAWAN &SMT.SMITA R.CHAWAN	295
214	18/2	SMT. KAVITA M.TOLANI, MR KUNAL M TOLANI [A.M.]	362
215	18/3	SHRI SHRIKANT S. SHIVDASANI	954
216	18/4	SHRI SANTOSH R. NIMKAR & SMT. KAVITA S. NIMKAR	901
217	18/5	SMT.CHAMPA BHAGWAN VAGHNANI, SHRI PRAKASH B. VAGHNANI & SMT. SAVITA MEHTA	828
218	18/6	SMT. RENEY M. PARAKH, SMT. LAXMI G. RAJANI (ASSO. MEM.)	353

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
219	18/7	SMT. KANTAA B. ADVANII	962
220	18/8	SHRI SAMUDRA SEN	908
221	18/9	SHRI ARJUN H. BAJAJ & SMT. MONA A. BAJAJ	824
222	18/10	SMT. INDRA PUNWANI	353
223	18/11	SMT. AARTI KARAMCHANDANI & SHRI SANJEEV KARAMCHANDANI	954
224	18/12	SMT.SALONEE HANSPAL & SHREE AMARPREET HANSPAL, MS NITI HANSPAL (A.M)	903
225	18/14	SMT. DEEPIKA J. LOBO & SHRI SUNIL G. LOBO	827
226	18/15	SHRI SUNIL G. LOBO	361
227	19A/1	SMT. KRISHNA C KRIPALANI	654
228	19A/2	SMT. BARKHA G. LALWANI & SHRI GIRISH LALWANI, PRITHVI G LALWANI [ASSO MEM]	607
229	19A/3	SMT. MORBAI VASWANI & SMT. BHOJIBAI VAGHNANI	664
230	19A/4	SHRI LAL.K. MAKHIJANI, SMT. LEENA LAL MAKHIJANI (A.MEM)	555
231	19A/5	SHRI VIJAY B. MALKANI, SMT. SNEHA V. MALKANI (A.MEM.)	666
232	19A/6	SHRI VIKRAM B. MALKANI	554
233	19A/7	SMT. RAJU C JAISINGHANI	666
234	19A/8	SMT. JYOTI PURSHOTTA M. GIDWANI	557
235	19B/1	MS NIRMALA JOSEPH,SHRI MOHAN JOSEPH	650
236	19B/2	MRS.NISHA HARESH LALWANI	607
237	19B/3	MS. MOOMAL KAPIL KHEMANI & SMT.ASHA CHAND PUNJABI	663
238	19B/4	SMT.KAMLA S.ADVANI	555
239	19B/5	SHRI CHANDU B. SHAH, SHRI PARIN CHANDU SHAH (A.MEM.)	664
240	19B/6	SHRI MOTI P.TOLANI	557
241	19B/7	SMT. NEETA D. GUPTA	664
242	19B/8	SMT.GONSALVES GINELLE, SMT. SAVITA ADELA D'SOUZA (A.M.)	557

MEMBERS FLATS			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
243	20A/1	SHRI RAJESH G. CHAWAN	727
244	20A/2	SMT. PANCHALI S.UPADHYA & SHRI SAIKET UPADHYA	826
245	20A/3	SHRI DEVJI M. CHOTALIA	828
246	20A/4	SHRI DEEPAK RAJ TALWAR	750
247	20A/5	SHRI AVINAASH P. BODWAANI	805
248	20A/6	SHRI PRAKASH H. BODWANI & SMT. JAYSHREE G. DEMBLA	846
249	20A/7	SHRI AMEYA P. SAKHALKAR & SMT. NEELA P. SAKHALKAR	754
250	20A/8	SMT. MERLYN MENEZES	809
251	20A/9	SHRI AKSHAY VIJAY WADHWA	846
252	20A/10	SHRI PREM K.CHHABRIA, SHRI PRAKASH K .CHHABRIA & SMT. SUNITA N. CHHABRIA	756
253	20A/11	DR. SMT. ASHA ADVANI & SHRI SHAILESH M. ADVANI	811
254	20A/12	SHRI VIJAY M.WADHWA	845
255	20B/1	SHRI SARABJIT PRAKASH RAO , SHRI PRAKASH RAO (ASSO.MEM)	726
256	20B/2	SMT. SANGEETA R.	827
257	20B/3	SHRI RAJIV S MATHUR & MANJULA S MATHUR	824
258	20B/4	SMT. KAUSHALYA L CHAWLA	755
259	20B/5	SHRI SHARAN K. ANANDANI & SMT. HANEETA R.SHENOY	807
260	20B/6	SHRI ROHIT D. JUNNARKAR	847
261	20B/7	SMT. MEENA M. BHAMBHWANI, SHRI PRAKASH ISSARDAS KHEMANI, SHRI MOHAN BHAMBHWANI (A.MEM)	755
262	20B/8	SHRI RAJU G. DEMBLA & SHRI. KISHAN G. DEMBLA	802
263	20B/9	NICKY ONYL ADVANI, KOMAL G. PUNJABI	846
264	20B/10	SMT. MINAL DEEPAK PUNJABI	753
265	20B/11	SHRI.SURESH RAMCHAND DARIRA	807
266	20B/12	SHRI ROSHAN, SHRI SURESH R. & SMT. LATIKA S.DARIRA	847
		TOTAL OF MEMBER FLATS = A	1,86,095 SQ. FT.

SOCIETY OCCUPIED FLAT			
SR. NO.	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.
1	16A/2	SOCIETY (SOCIETY OFFICE)	345
		TOTAL OF SOCIETY OCCUPIED FLATS = B	345 SQ. FT.

GRAND TOTAL = A + B			1,86,440 SQ. FT.
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ANNEXURE 2 – PART II

EXISTING CARPET AREA OF SHOPS

TENANTED SHOPS			
SR. NO.	SHOP NO.	NAME OF TENANT	EXISTING CARPET AREA IN SQ. FT.
1	SHOP 1	POST OFFICE	216
2	SHOP 2	POST OFFICE	216
3	SHOP 3	POST OFFICE	216
4	SHOP 4	PUSHPABEN C SHAH & PARIN C. SHAH	397
5	SHOP 5	CHANDU B. SHAH & PUSHPA C.SHAH	195
6	SHOP 6	POOJA V BALWANI	162
7	SHOP 7	MAVJI R GALA & ZAVERBEN M. GALA	171
8	SHOP 8	ROSHANI H KHATTER & DEEPAK H KHATTER	207
9	SHOP 9	MOMIN P.SHAIKH & HAFIZ FULWAR IDRISI	199
10	SHOP 10	RAJKUMAR L PAHUJA & JAYA R PAHUJA	163
11	SHOP 12	SUMAN MUKESHKUMAR JAIN & MUKESHKUMAR JAIN	176
12	SHOP 13	DR. RAJESH GOKANI & MINAL GOKANI	212
13	SHOP 14	N.D.CHOTALIA & D.D.CHOTALIA	234
14	SHOP 15	N.D.CHOTALIA & D.D.CHOTALIA	233
15	SHOP 16	SHAMSUNDER CHIMANLAL DUA	582
		TENANTED SHOPS TOTAL = A	3,578 SQ. FT.

SOCIETY OCCUPIED SHOPS			
SR. NO.	SHOP NO.	NAME OF OWNER	EXISTING CARPET AREA IN SQ. FT.
1	SHOP 11	SOCIETY (KOTAK BANK ATM)	178
2	LIBRARY	SOCIETY (LIBRARY)	1,117
		SOCIETY OCCUPIED SHOPS TOTAL = B	1,295 SQ. FT.

GRAND TOTAL = A + B	4,873 SQ. FT.
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ANNEXURE 2 – PART III

GARAGES

GARAGES				
SR. NO.	GARAGE NO.	NAME OF OWNER	FLAT NO.	NUMBER OF GARAGES
1	G - 1	SOCIETY		1
2	G - 2	SOCIETY		1
3	G - 3	SHEELA N CHABLANI	2/5	1
4	G - 4	BHAGWANTI WADHWA	20A/12	1
5	G - 5	SURINDER KAUR VIRDI	12B/1	1
6	G - 6	RAVI SHASTRI	3/1	1
7	G - 7	SOCIETY		1
8	G - 8	SOCIETY		1
9	G - 9	SOCIETY		1
10	G - 10	SOCIETY		1
11	G - 11	SOCIETY		1
12	G - 12	SOCIETY		1
		TOTAL		12

Kumari Jethi T. Sipahimalani Co-operative Housing Society Limited

Regd. Office : JETHIBEN COLONY, F.P.NO.565, MORI ROAD, MAHIM, MUMBAI-400016.

Date: 01.11.2023

Our Ref. No. JBCI

Date :

MINUTES

The Special General Body meeting of Kumari Jethi T. Sipahimalani CHSL was held on Sunday, 29th October, 2023, at 11.30 a.m. at Banquet Hall, MCA Club, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 to decide on the selection of Developer for Redevelopment Project of our Society.

Managing Committee:

- | | | | |
|---------------------------------|---------------|-------------------------------------|------------------|
| 1. Shri M. S. Virdi | - Chairman | 2. Shri Kumar R. Darira | - Hon. Secretary |
| 3. Dr. Rajesh Gokani | -Treasurer | 4. Shri Suresh Darira | - Comm.Member |
| 5. Shri Bodwaani Prakash | -Comm. Member | 6. Shri Ajay Asrani | - Comm.Member |
| 7. Smt. Laxmi G. Rajani | -Comm. Member | 8. Ms. Kantaa Advanii | - Comm.Member |
| 9. Shri Anil Chawla | -Comm. Member | 10. Shri Prasad Acharekar | - Comm.Member |
| 11. Shri Mukesh D. Shah | -Comm. Member | 12. Shri Shrikant Shivdasani | - Comm Member |

The meeting was attended by the following 2 (two) Authorised Officers of the Dy. Registrar's Office G/North Ward viz: 1. Shri J. W. Chavan – Co-op. Officer Grade – 1
2. Shri Nikhil Khochare – Assistant Co-op. Officer

The total number of Society Members is **266** and the minimum quorum which was required for the Special General Body Meeting to be held for Redevelopment of the Society, under section 79A of MCS Act 1960 was **178**. When the quorum of **200** members was obtained, the Meeting started under videography.

The Authorised Officer of the Dy. Registrar's G/North Ward Office inquired from the Chairman whether the comparative figures of the short-listed developers and the further procedure for Redevelopment Project to be followed have already been informed to the members of the society or not.

The Chairman informed the Authorised Officer of the Dy. Registrar's G/North Ward Office that the same had already been emailed to all members and the information is also on the Society's website.

The Authorised officer of the Dy. Registrar of Co-op. Societies of G/N Ward, requested the Chairman to initiate the proceedings for the selection of the Developer from amongst the short-listed Developers.

The Authorised Officer of the Dy. Registrar's G/North Ward Office circulated blank consent forms to all the members present to fill-in the names of their preferred Developer.

After the forms were filled up by the members, the same were collected and presented to the Authorised Officer of the Dy. Registrar G/North Ward Office for counting.

Contd.....2

Kumari Jethi T. Sipahimalani Co-operative Housing Society Limited

Regd. Office : JETHIBEN COLONY, F.P.NO.565, MORI ROAD, MAHIM, MUMBAI-400016.

Our Ref. No. JBCI

: 2 :

Date :

As this point few members raised the issue that their Aadhar Card was not checked at the entry point of the Banquet Hall.

The Authorised Officer of the Dy. Registrar G/North Ward Office requested the members to produce their Aadhar Card to him one by one and the same was tallied with the filled up Consent Forms of the members. The entire procedure was carried out by the Authorised Officer of the Dy. Registrar G/North Ward Office and found to be in order.

The Authorised Officer of the Dy. Registrar's G/North Ward Office began the counting of the members votes, and after having recounted the votes, presented the final result to the Chairman to announce.

The results announced by the Chairman in the presence of Authorised Officer of the Dy. Registrar's G/North Ward Office were as follows :

1. Ashar Ventures - 09 Votes
2. Puravankara Ltd. - 78 Votes
3. Raymond Realty (Ten X) - 113 Votes

Accordingly, Raymond Realty (Ten X) was appointed as the final selected Developer for the Redevelopment Project of our society and the following resolution was passed :

“Resolved that M/s. Raymond Realty (Ten-X) be and is hereby appointed as a preferred Developer for the Redevelopment Project of Kum. Jethi T. Sipahimalani CHSL. Following procedures for the above shall be as per the provisions of law and section 79A of the MCS Act 1960.”

The authorised representative of M/s. Raymond Realty (Ten-X) gave his letter of Approval for undertaking the Redevelopment Project of Kum. Jethi T. Sipahimalani CHSL to the authorised officer of the Dy. Registrar's G/North Ward Office

The meeting ended with a vote of thanks to the Chair.

**For and on behalf of the Managing Committee
Kum. Jethi T. Sipahimalani CHSL**



Hon. Secretary



Chairman



-: महाराष्ट्र शासन :-

उपनिबंधक, सहकारी संस्था, जी/एन विभाग, मुंबई

कार्यालय - मल्होत्रा हाऊस, ६ वा मजला, जी.पी.ओ. समोर, फोर्ट, मुंबई ४०० ००९

Email ID - gnwardmumbai@gmail.com

जा.क्र.मुंबई/उपनि/जी-एन/बी-४/ना-हरकत दाखल/११८१/२०२३

दिनांक - ०३/११/२०२३

प्रति,

चेअरमन / सेक्रेटरी,

कुमारी जेठी टी. सिपाहीमलानी को-ऑप हौसिंग सोसायटी लि.,

जेठीबेन कॉलनी, एफ.पी. नं ५६५, मोरी रोड,

माहिम (प), मुंबई ४०० ०१६.

विषय :- संस्थेच्या इमारत पुनर्विकास अनुषंगाने पारित ठरावास मान्यता देण्या बाबत.

संदर्भ :- १) शासन निर्णय क्रमांक :- सगृयो२०१८/प्र.क्र.८५/१४-स दि. ०४/०७/२०१९.

२) कुमारी जेठी टी. सिपाहीमलानी को-ऑप हौसिंग सोसायटी लि., या संस्थेचा दिनांक ०६/०९/२०२३ रोजीचा प्रस्ताव (दाखल दिनांक ०६/०९/२०२३).

३) या कार्यालयाचे महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम ७६ अन्वये प्राधिकृत अधिकारी नियुक्ती बाबत दिनांक १८/०९/२०२३ रोजीचे आदेश.

४) या कार्यालयाचे महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम ७६ अन्वये प्राधिकृत अधिकारी अंशतः बदल आदेश दिनांक २७/१०/२०२३.

५) संस्थेचे दिनांक ०२/११/२०२३ रोजी दाखल केलेले पत्र व सहपत्रे.

६) प्राधिकृत अधिकारी यांचा दिनांक ०२/११/२०२३ रोजीचा निरीक्षण अहवाल.

उपरोक्त संदर्भीय विषयाकडे आपले लक्ष वेधण्यात येत आहे.

२/- ज्याअर्थी, कुमारी जेठी टी. सिपाहीमलानी को-ऑप हौसिंग सोसायटी लि., जेठीबेन कॉलनी, एफ.पी. नं ५६५, मोरी रोड, माहिम (प), मुंबई ४०० ०१६ या संस्थेने संदर्भ क्र. १ नुसार इमारत

विकासा संबंधी संदर्भ क्र. २ नुसारच्या पत्रान्वये प्रस्ताव सादर केलेला आहे. सदरच्या प्रस्तावाचे अवलोकन केले असता इमारत पुनर्विकासनाकामी शासन परिपत्रक सगृयो.२०१८/प्र.क्र.८५/१४-स

दि.०४/०७/२०१९ मधील विहित सुचना नुसार आहे. त्या अनुषंगाने या कार्यालयाने संदर्भ क्र. ३ अन्वये विशेष सर्वसाधारण सभेकरीता प्राधिकृत अधिकारी नियुक्ती केली होती. संस्थेने संस्थेची विशेष

सर्वसाधारण सभा दिनांक २९/१०/२०२३ रोजी घेतलेली आहे व सदर सभेत विकासक निवडीचा ठराव बहुमताने पारित केला आहे. याबाबत प्राधिकृत अधिकारी यांनी संदर्भ क्र. ६ अन्वये निरीक्षण अहवाल

सादर केला आहे. संदर्भ क्र. ५ अन्वये संस्थेने सभेचे इतिवृत्त, सभेचे व्हिडीओ छायाचित्रीकरण बाबत सी.डी., सभेत सभासदांनी दिलेले संमती पत्राची प्रत व हजेरी पत्रक सादर केले आहे. संदर्भ क्र. ५

नुसार प्राधिकृत अधिकारी यांचे अहवालाचे अवलोकन केले असता, इमारत मिळकत विकासना बाबतचा ठराव उपस्थित सभासदांनी बहुमताने मंजूर करण्यांत आलेला दिसून येत असून "Raymond Realty

(TenX Realty)" यांची नियुक्ती करण्यांत आलेली आहे, असे निरीक्षण अहवालावरून दिसून येते. सदर नियुक्तीस खालील अटी व शर्तीस अधिन राहुन या कार्यालया मार्फत ना-हरकत देण्यात येत आहे.

१. संस्थेचा पुनर्विकास करतांना महाराष्ट्र सहकारी संस्था अधिनियम १९६०, नियम १९६१ व संस्थेच्या मंजूर उपविधीतील तरतुदीचे पालन करावे.

२. इमारत विकासना संबंधी बृहन्मुंबई महानगर पालिका व इतर संबंधीत प्राधिकारणाकडील नियमांचे पालन करण्यांची जबाबदारी सर्वस्वी संस्थेची राहिल.

३. विकासका कडुन संस्थेला प्राप्त झालेली रक्कम सभासदांना वाटप करतांना उपविधीतील तरतुदी आणि आमसभेतील मंजुर ठरावाचे पूर्णपणे पालन करावे.
४. संस्थेच्या इमारत विकासा बाबत विकासका बरोबर करण्यांत आलेल्या करारपत्रामध्ये उपविधी मधील तरतुदीनुसार वाद सोडविण्यासाठी तरतुद करुन करारपत्र नोंदणीकृत करण्यांत यावे संस्थेच्या इमारत विकासनाबाबत विकासका बरोबर करण्यांत येणा-या करारनाम्यामध्ये खालील बाबींचा समावेश करण्यांत यावा.
५. संस्थेचा पुर्नविकास प्रकल्प पुर्ण करावयाचा कालावधी हा रेरा कायदयातील तरतुदीनुसार विकासक यांना बंधनकारक राहिल.
६. विकासक पुर्नविकास प्रकल्प रेरा कायदयातील तरतुदीनुसार विकासक यांना बंधनकारक राहिल.
७. विकासक पुर्नविकास कालावधी शक्यतो त्यांचे क्षेत्रात प्रकल्प पुर्ण होईपर्यन्त निवासाची पर्यायी सोय उपलब्ध करुन देईल किंवा सभासदांना मान्य होईल असे मासिक भाडे व अनामत रक्कम देण्याची व्यवस्था करील किंवा अशी संक्रमन शिबिरे उपलब्ध करुन देईल.
८. सदरचा करारनामा हा रजिस्ट्रेशन अॅक्ट १९०८ प्रमाणे नोंदणीकृत करण्यांत येईल.
९. संस्थेतील नवीन सभासद हे पुर्नविकास प्रकल्प पुर्ण झाल्यानंतर संस्थेच्या सर्वसाधारण सभेच्या मान्यतेनेच घेण्यांत येतील.
१०. करारनाम्यात देय कारपेट एरियाचा स्पष्ट उल्लेख असावा.
११. इमारत पुर्नविकासासाठी सर्व कायदेशीर मान्यता मिळाल्या नंतरच पुढील कार्यवाही करण्यात येईल.
१२. ज्याच्या ताब्यात सदनिका आहेत त्यांचे हक्क अबाधित राहतील.
१३. पुर्नविकास कामात कोणताही वाद निर्माण झाल्यास तो अधिनियमातील कलम ९१ अन्वये सोडविण्यांत येईल.
१४. रहिवासी दाखल (अॅक्युपेशन प्रमाणपत्र) मिळाल्यावर पुर्नविकास इमारतीतील सदनिकांचे वाटप करतांना शक्य तेथे सध्याचे स्थितीनुसार मजल्यांच्या क्रमाने वाटप करण्यांत यावे व सोडत पध्दतीने सदनिका वितरण करणे आवश्यक झाल्यास, इमारत पुर्ण झाल्यानंतर विकासकाने सदनिकांचे सोडतीची व्यवस्था करावी व त्यावेळी निबंधकाचे प्रतिनिधीच्या उपस्थितीत सोडतीने सदनिका वितरण करुन त्यांचे व्हिडीओ चित्रीकरण करण्यांत यावे.
१५. संस्थेचा कोणीही समिती सदस्य किंवा पदाधिकारी विकासक यांचा नातेवाईक नसावा. महानगरपालिका/सक्षम प्राधिकरणाने मंजुर केलेल्या बांधकामाचे नकाशे परत सर्वसाधारण सभेपुढे माहितीसाठी सादर केले पाहिजेत व जर एखादया सभासदास मान्यताप्राप्त कागदपत्रांची प्रत हवी असल्यास त्यांनी संस्थेकडे, त्याबाबत लेखी अर्ज केल्यास त्यांना योग्य ते शुल्क आकारुन माहिती पुरविणे समितीवर बंधनकारक राहिल.
१६. उपरोक्त अटी व शर्ती हया दिनांक ०४/०७/२०१९ रोजीच्या शासन निर्णयातील असल्यामुळे त्याचे तंतोतंत पालन होणे आवश्यक आहे.

पुर्नविकासाबाबत वाद निर्माण झाल्यास त्यास त्या त्या वेळेस कार्यरत असलेली समिती व विकासक यांची जबाबदार राहिल, याची गांभीर्याने नोंद घ्यावी.


ठिकाण - मुंबई
दिनांक - ०३/११/२०२३




प्रत माहितीसाठी -

१. "Raymond Realty (TenX Realty)".

२. मा. कार्यकारी अभियंता, जी/एन-विभाग, इमारत प्रस्ताव, मुंबई शहर.


(बी.एस.माळी)

उपनिबंधक,
सहकारी संस्था, जी/एन विभाग, मुंबई


उपनिबंधक,

सहकारी संस्था, जी/एन विभाग, मुंबई

ANNEXURE 5 – PERMANENT ALTERNATE ACCOMODATION AND CAR PARKING SPACES

A. RESIDENTIAL FLATS - MEMBERS:

Note: 2 Car Parking Spaces will be provided to each Residential Flat Members which will be a combination of 1 Large Car park with dimensions of 2.5 m X 5.5 m and 1 Small Car Park with dimensions of 2.3 m X 4.5 m. The sizes of Car Parks are as per DCPR 2034 norms.

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
1	1/1	SMT. GEETANJALI P. CHANDIRAMANI & SMT. NALINI M SAWNANI	1,355	2
2	1/2	MR. MANOJ R. THAKUR	1,355	2
3	1/3	SMT. ANJU THAKUR MALKANI	1,355	2
4	1/4	SHRI. RAM K. HARDASANI & SAVITA RAM HARDASANI	1,355	2
5	1/5	SHRI. DHARMU D. JASHNANI	1,355	2
6	1/6	SHRI MOHAN MANBODH SINGH	1,355	2
7	1/7	SHRI. DEVIDAS SAJNANI & SMT. VANITA D. SAJNANI	1,355	2
8	1/8	SHRI GUL MALAKANI	1,355	2
9	2/1	MISS AJANTHA PRAKASH RAO & SMT. SARABJIT PRAKASH RAO (A.MEM)	1,355	2
10	2/2	SMT. AMARJIT KAUR SURI	1,355	2
11	2/3	SHRI. PRAKASH V. RAO	1,355	2
12	2/4	DR. MRS.MANJARI M. SHINGNAPURKAR & DR. MAHENDRA	1,355	2
13	2/5	MRS.POOJA V. BALWANI.	1,355	2
14	2/6	MRS.POOJA V. BALWANI	1,355	2
15	2/7	SHRI.TAROON V. JAGTIANI	1,355	2
16	2/8	SHRI.BHAGWANDAS G. SAJNANI & SHRI NEERAJ B. SAJNANI	1,355	2
17	3/1	SHRI RAVI SHASTRI & DEEPIKA SORABJEE SMT. LAXMI SHASTRI (A. MEM.)	1,355	2
18	3/2	SMT. PRIYA V. JHAM	1,355	2
19	3/3	SHRI HARESH B. GIANCHANDANI	1,355	2
20	3/4	SHRI PRANAY V. JHAM	1,355	2
21	3/5	SMT. SHEILA K. SADARANGANI & SMT. JYOTI BHOJWANI	1,355	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
22	3/6	SHRI. KABIR G. SADARANGANI	1,355	2
23	3/7	SHRI AVINASH KHATANHAR	1,355	2
24	3/8	SMT.SWATI SUSHIL KUMAR MS.AVANTIKA VINOD DHANJANI & SHRI ANIL DHANJANI	1,355	2
25	4/1	SHRI HITESH GOPAL MIRANI, SHRI GOPAL V. MIRANI (ASSO.MEM.)	1,355	2
26	4/2	MR .AJAY D. MADNANI	1,355	2
27	4/3	SMT. MEENA ASHOK DARIRA	1,355	2
28	4/4	SMT. KAVITA G. CHANDIRAMANI SHRI VIJAY GULAB. CHANDIRAMANI	1,355	2
29	4/5	SHRI SUMEET A. LAL	1,355	2
30	4/6	SMT. PRIYA K. DASWANI	1,355	2
31	4/7	SMT. RADHIKA R. WALAWALKAR	1,355	2
32	4/8	SHRI SATISH V. POWAR	1,355	2
33	5/1	SHRI HEMANT D. LAKHIANI	1,355	2
34	5/2	SHRI PRAKASH P. LAKHIANI SMT. KRITI P. LAKHIANI (ASSO MEM)	1,355	2
35	5/3	DR.SHRI SURENDRA SINGNAPURKAR & SMT.DR.PRIYA S. SHINGNAPURKAR	1,355	2
36	5/4	MS.MEETALI DASGUPTA	1,355	2
37	5/5	SHRI VARUN R. JHAVERI	1,355	2
38	5/6	SHRI. MUKESH ISHWARLAL DASWANI & SMT. RITIKA M DASWANI	1,355	2
39	5/7	SMT. NIRMALA P. CHANDRAN	1,355	2
40	5/8	SMT. MEENAKSHI D.DURAPHE & SHRI DNYANESHWAR J. DURAPHE	1,355	2
41	6A/1	SHRI VITHALBHAI. D. CHOTALIA & SHRI VALLABHBHAI D CHOTALIA CHETANKUMAR CHOTALIA [ASSO MEM]	1,355	2
42	6A/2	MS. MEGHNA S. THAKUR	1,425	2
43	6A/3	SHRI JAGDISH CHAWLA	1,425	2
44	6A/4	SHRI RATNAKAR L. CHAWLA & SHRI LAXMAN G. CHAWLA	1,425	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
45	6A/5	SHRI AJIT MADHAV DALVI	1,425	2
46	6A/6	SHRI MOHIT ISHWAR DEVJANI	1,425	2
47	6A/7	SHRI RAMESH T. AMLANI & SMT. BEENA R AMLANI	1,425	2
48	6A/8	SHRI ASHOK G. KHIANI	1,425	2
49	6B/1	SHRI SUNNY M. LAKHIANI & SHRI HARESH M. LAKHIANI MOHAN V LAKHIANI [ASSO MEM]	1,355	2
50	6B/2	SHRI LALITH M. PAMNANI	1,355	2
51	6B/3	SMT. ANJU B. CHAINANI & SMT. POOJA B. CHANDELE	1,425	2
52	6B/4	SHRI MOTI TOLANI	1,355	2
53	6B/5	SMT. AMARJIT KAUR SURI	1,425	2
54	6B/6	SHRI RATAN A. BHAVNANI	1,355	2
55	6B/7	SHRI MANMOHAN SINGH SURI	1,425	2
56	6B/8	SMT. AMARJIT KAUR SURI, SHRI MANMOHAN SINGH SURI, SHRI BHAVNEET SINGH SURI	1,355	2
57	7/1	MR. HARESH KUMAR MOHAN LAKHIANI & VIDYA MOHAN LAKHIANI MR. MOHAN C.LAKHIANI (ASSO MEM.)	1,425	2
58	7/2	SHRI.HARVINDERSIGH V. GANDHI & SMT.NATASHA H. GANDHI	1,655	2
59	7/3	SHRI PRASAD V. ACHAREKAR	1,560	2
60	7/4	SMT. KAVITA S. SHARMA	1,755	2
61	7/5	SMT. REENA P. ACHAREKAR	1,560	2
62	7/6	SMT.BHAVNA M. UTTAMCHANDANI	1,755	2
63	7/7	MISS.HEERU D. BHOJWANI	1,500	2
64	7/8	SHRI JUGAL K. ASWANI & SMT. DISHA J. ASWANI	1,755	2
65	8/1	SMT.KANTA A. BHATIA SHRI ATMA S. BHATIA (ASSO. MEM.)	1,425	2
66	8/2	SHRI.SUDHIR WAGH SHRI.AVINASH R. WAGH (ASSO.MEM.)	1,655	2
67	8/3	SHRI. ASHOK K. MUKHI & JAIKISHAN MUKHI	1,500	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
68	8/4	SHRI.CHANDRU CHAWLA SMT.PREANA CHANDIRAMANI & SMT.KAVITA CHAWALA	1,655	2
69	8/5	SMT. KAMLA H. RAJANI RAJ H RAJANI [ASSO MEM]	1,560	2
70	8/6	KUMARI JETHI T. SIPAHIMALANI CHARITABLE TRUST	1,655	2
71	8/7	DR. RAJESH G. GOKANI & SMT. MINAL R. GOKANI	1,560	2
72	8/8	SHRI INCHIPARAMBAN KEVIN JAMES SMT. NIMI TERESA CHACKUNNY	1,655	2
73	9A/1	PRAKASH MANIK WADHWANI , MISS RAKHEE M. WADHWANI & SAVITA M. WADHWANI	1,255	2
74	9A/2	MR. PREM L.BHATIA	1,255	2
75	9A/3	SMT. KIRAN CHANDAN KHANNA	1,255	2
76	9A/4	MR. NIKHIL MUNGE & SURESH MUNGE	1,355	2
77	9A/5	SMT.NATASHA H. BELANI & SHRI HASHU H. BELANI	1,255	2
78	9A/6	MR. ANOOP R. ASRANI & MRS.VINISHA A. ASRANI	1,355	2
79	9A/7	SMT. PUSHPA L. THADANI & SHRI HARESH N. THADANI	1,255	2
80	9A/8	SHRI AJAY P. ASRANI & SMT. AARTI A. ASRANI.	1,355	2
81	9B/1	SHRI.KUMAR L. THADANI	1,255	2
82	9B/2	MS. ANITA T. DADLANI	1,255	2
83	9B/3	SMT. RENUKA MOTI JHANGIANI	1,255	2
84	9B/4	SHRI SHYAM R. KARANI	1,355	2
85	9B/5	SMT. POONAM VASHDEV SAJNANI	1,255	2
86	9B/6	SHRI. KISHIN T. MULANI SHRI.GHANSHYAM R.MULANI	1,355	2
87	9B/7	SMT.MILAN M. KAMAT & MISS. MANASI M. KAMAT SHRI MANOHAR B. KAMAT (ASSO.MEM)	1,255	2
88	9B/8	SHRI. JOHNITOOP VAZHAPILLY	1,355	2
89	10A/1	SHRI GIRISH H. LALWANI	1,255	2
90	10A/2	SHRI. ARUN RAMCHAND ASRANI	1,255	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
91	10A/3	SHRI.MANOJ JAGTIANI	1,255	2
92	10A/4	SMT.SARITA S ALREJA & SHRI SAATISH R ALREJA	1,355	2
93	10A/5	SHRI V. D. CHOTALIA & SMT. KANCHAN CHOTALIA, SHRI TEJAS CHOTALIA (ASSO.MEM.)	1,255	2
94	10A/6	SMT.KANCHI A. BHAGTANI & SHRI. KUNJ BHAGTANI	1,355	2
95	10A/7	SHRI.VINOD G. MIRPURI	1,255	2
96	10A/8	SMT.ANJU RAJESH SANGTIANI, SHRI VINOD ASNANI, MRS. SALONI ASNANI DIVECHA & SHRI. RAJESH SANGTIANI	1,355	2
97	10B/1	SHRI.GOPAL N KARNANI, SHRI KUMAR R. DARIRA (ASSO.MEM.)	1,255	2
98	10B/2	SHRI.TAJINDER VIJINDER SINGH GANDHI	1,255	2
99	10B/3	SHRI SHAMSHER BARELLIA & SHARAT BARELLIA	1,255	2
100	10B/4	SMT. BEENA H. GIDWANI & SHRI DALIP H. GIDWANI	1,355	2
101	10B/5	GENERAL INSURANCE CORPORATION OF INDIA	1,255	2
102	10B/6	SMT. JUNEY XAVIER & SHRI EUGENE NIGELL XAVIER	1,355	2
103	10B/7	SMT. MAYA H. BHATIA	1,255	2
104	10B/8	SHRI KUMAR R. DARIRA	1,355	2
105	11A/1	SUNITA RAMCHAND PUNJABI	1,255	2
106	11A/2	SMT. VEENA J. LALWANI, SHRI BHARAT MANOJ LALWANI (A.M.)	1,075	2
107	11A/3	SHRI. PRAVIN K. THADHANI	1,255	2
108	11A/4	SHRI RAVI K. DARIRA & SMT SHAKUNTALA K. DARIRA	1,025	2
109	11A/5	MRS.NALINI M. SAVNANI & MR. MAHESH M SAVNANI	1,255	2
110	11A/6	SMT. SHEFALI D. LULLA	1,025	2
111	11A/7	SHRI.MALCOLM F. ANJIRBAG & SMT. SHARU M. ANJIRBAG	1,255	2
112	11A/8	SHRI UJWAL N. DIGASKAR & SMT. HEMLATA DIGASKAR	1,025	2
113	11B/1	SMT. NISHA H. LALWANI, SHRI HARESH R. LALWANI & SHRI DHIRAJ H. LALWANI	1,255	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
114	11B/2	SHRI MUKESH D SHAH, SHRI PRATIK M SHAH [ASSO MEM]	1,075	2
115	11B/3	SMT. NISHA RAJAN GANGLANI	1,255	2
116	11B/4	MS ANITA KRISHNAN, ARUN KRISHNAN, ASHOK KRISHNAN, & ASHA RAVJAN	1,025	2
117	11B/5	SHRI NARESHKUMAR ADNANI	1,255	2
118	11B/6	SMT. INDU SUNDER JAGTIANI SMT. BHAVNA S. JAGTIANI (ASSO.MEM)	1,025	2
119	11B/7	SMT. SUNITA SUNIL PHERWANI & SHRI SUNIL J. PHERWANI	1,255	2
120	11B/8	SHRI SUNIL GODWIN LOBO & MS. JOANNE SIMON LOBO (ASSO.MEM.)	1,025	2
121	12A/1	SMT. ANJALI B.ASWANI	1,255	2
122	12A/2	SMT. PRAMILA ADVANI KRIPALANI & SHRI NISHANT VINIT STORE	1,355	2
123	12A/3	MR SUNIL M CHUGANI & MR.VISHAL SUNIL CHUGANI	1,425	2
124	12A/4	SMT.VANDANA ASHOK POTNIS & SHRI ASHOK R POTNIS	1,425	2
125	12A/5	SHRI AMIT GIRISH GADKARI	1,425	2
126	12A/6	SHRI LAL M. MALKANI	1,425	2
127	12A/7	SHRI MANJIT SINGH VIRDI & SHRI VIKRAMJIT SINGH VIRDI (A.M)	1,425	2
128	12A/8	SHRI SUNDER T. JAGTIANI & SMT. ARCHANA S. JAGTIANI (A.M.)	1,425	2
129	12B/1	SMT.SURINDER KAUR VIRDI & MISS MINI SINGH VIRDI	1,255	2
130	12B/2	SMT. ASHA CHAND PUNJABI	1,425	2
131	12B/3	SMT. SHAKUNTALA K. DARIRA & SHRI RAVI KUMAR DARIRA (A.M.)	1,355	2
132	12B/4	SHRI SUNIL S. KRIPALANI & SMT. KARISHMA S. KRIPALANI (A.M.)	1,425	2
133	12B/5	DR.(MRS.)KAVITA R. HARCHANDANI	1,355	2
134	12B/6	SHRI RAKESH S. TALWAR & MR. SANDEEP TALWAR (ASSO.MEM)	1,425	2
135	12B/7	SHRI HARPREET KAUR VIRDI & MISS VEERA SINGH VIRDI (ASSO.MEM)	1,355	2
136	12B/8	SHRI TARUN K. KINGER & SMT. DEEPIKA T. KINGER	1,425	2
137	13A/1	SMT. POONAM, SAMYUKTA GULATI & SHRI RAKESH GULATI	1,255	2
138	13A/2	SMT. VANDANA R.RELWANI HARESH R LALWANI [ASSO MEM]	1,355	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
139	13A/3	SHRI PAWANKUMAR V. ASNANI & SHRI AMITKUMAR V. ASNANI	1,425	2
140	13A/4	SHRI NARAIN LALCHAND THAKUR	1,355	2
141	13A/5	KUM. VASANTI M. ADVANI	1,425	2
142	13A/6	SHRI SANJAY K. ADVANI & SHRI KETAN CHOTALIA (A.MEM.)	1,355	2
143	13A/7	SMT. HARPREET KAUR VIRDI	1,425	2
144	13A/8	SMT. NEELU CHANDRA BHATIA	1,355	2
145	13B/1	SHRI AMARDEEP MEHER & SMT. AARTI MEHER	1,255	2
146	13B/2	SHRI ASHWIN K. ADVANI & SHRI SANJIV K. ADVANI	1,425	2
147	13B/3	SMT. BARKHA J. KHUSHALANI	1,425	2
148	13B/4	SHRI JITENDRA R. PUNJABI & SMT. SUSHMA J. PUNJABI	1,425	2
149	13B/5	SHRI KRISHEN T SIPPY & SMT. SHOBHA K. SIPPY (A.M.)	1,425	2
150	13B/6	SHRI ANIL T. CHAWLA & SMT. NEHA ANIL CHAWLA (A.M.)	1,425	2
151	13B/7	SHRI VIKRAM VIRDI, SMT. SURINDER, SHRI MANJIT SINGH VIRDI	1,425	2
152	13B/8	SMT. RACHNA K. CHANDIRAMANI & SHRI KISHORE G. CHANDIRAMANI	1,425	2
153	14A/1	SHRI MAHESH P. JASHNANI	1,355	2
154	14A/2	SMT. RENU I. ANANDANI & SHRI ISHWAR M. ANANDANI	1,000	2
155	14A/3	SMT. NEELU CHANDRA BHATIA	1,355	2
156	14A/4	MS RITA C.SHAHANI	1,000	2
157	14A/5	SMT.MEHEK IDREJIT CHAWLA & MAST. SAURAV IDERJIT CHAWLA (MINOR)	1,355	2
158	14A/6	SMT. NISHA H. LALWANI, SHRI HARESH R. LALWANI	1,000	2
159	14A/7	SMT. SAPNA N. JAGTIANI, SHRI NARESH MOHAN JAGTIANI [A.M.]	1,355	2
160	14A/8	SMT. SAPNA N. JAGTIANI	1,000	2
161	14B/1	DR.PRAVIN B.SHEGAL	1,255	2
162	14B/2	SHRI MANOHAR DEEPCHAND CHHABRIA	1,000	2
163	14B/3	SHRI RAVI L. ADVANI, SHERIN ADVANI (ASSO.MEM.)	1,355	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
164	14B/4	MS ROMA RAMESH BACHANI & MRS DIKSHA RAMESH BACHANI	1,000	2
165	14B/5	SMT. JOLLY VERGHESE & SHRI ANDREW D'SOUZA, SMT. JENNY D'SOUZA (ASSO.MEM.)	1,355	2
166	14B/6	SHRI SAINATH P. CHAWLA	1,000	2
167	14B/7	SHRI PESHA ACHARYA & SMT. SUMITA ACHARYA, MR.UPAMANYU ACHARYA [A.M.]	1,355	2
168	14B/8	SHRI RUDOLPH ALMEIDA & SMT. ANNIE ALMEIDA	1,000	2
169	15A/1	MR.MITESH GOVIND GOKANI	1,255	2
170	15A/2	SHRI PRAKASH K. CHHABRIA, SMT. NISHA P. CHHABRIA (A.M.)	1,025	2
171	15A/3	SHRI PRAKASH G. WADHWANI	1,355	2
172	15A/4	SMT. AMRITA M.OTI BHAWNANI, MR. HITESH MOTI BHAWNANI	1,025	2
173	15A/5	SMT. POOJA KISHORE MELWANI	1,355	2
174	15A/6	SMT. SEEMA R. SAINANI	1,025	2
175	15A/7	SMT. ADITEE AMIT RELE & SHRI AMIT ARVIND RELE	1,355	2
176	15A/8	SHRI GAURAV SANTOSH SHARMA, TANUSHRE ASHOK SHARMA & ANKIT SANTOSH SHARMA	1,025	2
177	15B/1	SHRI VIJAY N. SANBHWANI	1,255	2
178	15B/2	MR. SUSHANT ANILKUMAR AGARWAL, MR .ANIL KUMAR AGRAWAL	1,025	2
179	15B/3	SHRI DEVIDAS P. SAHIJWANI & SHRI GOPI SAHIJWANI	1,355	2
180	15B/4	SMT. KUNDA C .LALWANI	1,075	2
181	15B/5	SHRI. DEEPAK R.CHUGANI DR.HANSA CHUGANI (A.M)	1,355	2
182	15B/6	SHRI. SURESH V. PUNJABI	1,075	2
183	15B/7	MR.SHYAM MANU DASWANI	1,355	2
184	15B/8	SMT. SUNITA C. BHATIA	1,075	2
185	16A/1	SHRI MOTI TOLANI,MRS YASHIKA TILWANI (A.M.)	670	2
186	16A/3	SMT. VARSHA KARAMCHANDANI, SHRI BRIAN PERARA (ASSO.MEM)	1,255	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
187	16A/4	SHRI SUNIL G. VASWANI , SHRI RAMESH G. VASWANI, SMT. HALIMA (A.M.)	1,075	2
188	16A/5	SHRI ARVIND L. LAKHIANI	1,255	2
189	16A/6	SHRI GIRISH H. LALWANI, SIDDHANT G LALWANI [A.M.]	1,075	2
190	16A/7	SMT.VINITA ANIL VAZIRANI, SHRI ANIL M. VAZIRANI (A.M.)	1,255	2
191	16A/8	SHRI ANIL M. VAZIRANI, SMT.VINITA ANIL VAZIRANI	1,075	2
192	16B/1	SMT. GUNJAN REGE KARKERA	1,255	2
193	16B/2	SHRI RAMESH T. THAKUR, MANOJ R. THAKUR (ASSO.MEM.)	1,075	2
194	16B/3	SHRI VIKASH V. GIANCHANDANI & SHRI AJAY V. GIANCHANDANI	1,255	2
195	16B/4	SHRI SURESH B TALREJA	1,075	2
196	16B/5	SMT. JUHI P. MUKHERJEE	1,255	2
197	16B/6	SHRI NANDLAL K. MATAI, SHRI VINOD MATAI (ASSO.MEM.)	1,075	2
198	16C/1	SHRI ROHIT RAJANI, LAXMI G RAJANI [A.M.]	840	2
199	16C/2	SHRI KISHORE M. MEHRA & SMT. PUSHPA M. MEHRA	840	2
200	16C/3	SMT. SANGEETA D. GADA & SHRI BHAVIN DHIRUBHAI GADA	840	2
201	16C/4	SMT. VEENA JAGDISH MIRPURI, SHRI RAJ J. MIRPURI	840	2
202	16C/5	SHRI PRAMOD M. SAKHALKAR	840	2
203	16C/6	MISS INDRA G. PUNWANI	840	2
204	16C/7	SHRI SURESH SHARMA & SHRI DEVESH SHARMA	840	2
205	16C/8	SHRI KISHIN G. DEMBLA & SMT. RADHIKA K. DEMBLA	840	2
206	17/1 + 17/2	SETH VASANTHMAL D CHARITABLE TRUST	2,665	2
207	17/3	SHRI PRAKASH P. LAKHIANI , SMT.RADHA LAKHIANI (ASSO.MEM.)	1,425	2
208	17/4	SMT. MANJU ARVIND LAKHIANI	1,425	2
209	17/5	SHRI JITENDRA A. RAISINGHANI	1,425	2
210	17/6	SMT.ANU MANSOOB HAIDER	1,425	2
211	17/7	SHRI T. M . SHAHANI	1,425	2
212	17/8	SHRI ASHOK G THAKUR & SHRI RAJESH G. THAKUR	1,425	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
213	18/1	SHRI.RAJESH G.CHAWAN &SMT.SMITA R.CHAWAN	670	2
214	18/2	SMT. KAVITA M.TOLANI, MR KUNAL M TOLANI [A.M.]	670	2
215	18/3	SHRI SHRIKANT S. SHIVDASANI	1,755	2
216	18/4	SHRI SANTOSH R. NIMKAR & SMT. KAVITA S. NIMKAR	1,655	2
217	18/5	SMT.CHAMPA BHAGWAN VAGHNANI, SHRI PRAKASH B. VAGHNANI & SMT. SAVITA MEHTA	1,560	2
218	18/6	SMT. RENEY M. PARAKH, SMT. LAXMI G. RAJANI (ASSO. MEM.)	670	2
219	18/7	SMT. KANTAA B. ADVANII	1,755	2
220	18/8	SHRI SAMUDRA SEN	1,655	2
221	18/9	SHRI ARJUN H. BAJAJ & SMT. MONA A. BAJAJ	1,560	2
222	18/10	SMT. INDRA PUNWANI	670	2
223	18/11	SMT. AARTI KARAMCHANDANI & SHRI SANJEEV KARAMCHANDANI	1,755	2
224	18/12	SMT.SALONEE HANSPAL & SHREE AMARPREET HANSPAL, MS NITI HANSPAL (A.M)	1,655	2
225	18/14	SMT. DEEPIKA J. LOBO & SHRI SUNIL G. LOBO	1,560	2
226	18/15	SHRI SUNIL G. LOBO	670	2
227	19A/1	SMT. KRISHNA C KRIPALANI	1,255	2
228	19A/2	SMT. BARKHA G. LALWANI & SHRI GIRISH LALWANI, PRITHVI G LALWANI [ASSO MEM]	1,075	2
229	19A/3	SMT. MORBAI VASWANI & SMT. BHOJIBAI VAGHNANI	1,255	2
230	19A/4	SHRI LAL.K. MAKHIJANI, SMT. LEENA LAL MAKHIJANI (A.MEM)	1,075	2
231	19A/5	SHRI VIJAY B. MALKANI, SMT. SNEHA V. MALKANI (A.MEM.)	1,255	2
232	19A/6	SHRI VIKRAM B. MALKANI	1,075	2
233	19A/7	SMT. RAJU C JAISINGHANI	1,255	2
234	19A/8	SMT. JYOTI PURSHOTTA M. GIDWANI	1,075	2
235	19B/1	MS NIRMALA JOSEPH,SHRI MOHAN JOSEPH	1,255	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
236	19B/2	MRS.NISHA HARESH LALWANI	1,075	2
237	19B/3	MS. MOOMAL KAPIL KHEMANI & SMT.ASHA CHAND PUNJABI	1,255	2
238	19B/4	SMT.KAMLA S.ADVANI	1,075	2
239	19B/5	SHRI CHANDU B. SHAH, SHRI PARIN CHANDU SHAH (A.MEM.)	1,255	2
240	19B/6	SHRI MOTI P.TOLANI	1,075	2
241	19B/7	SMT. NEETA D. GUPTA	1,255	2
242	19B/8	SMT.GONSALVES GINELLE, SMT. SAVITA ADELA D'SOUZA (A.M.)	1,075	2
243	20A/1	SHRI RAJESH G. CHAWAN	1,355	2
244	20A/2	SMT. PANCHALI S.UPADHYA & SHRI SAIKET UPADHYA	1,560	2
245	20A/3	SHRI DEVJI M. CHOTALIA	1,560	2
246	20A/4	SHRI DEEPAK RAJ TALWAR	1,425	2
247	20A/5	SHRI AVINAASH P. BODWAANI	1,560	2
248	20A/6	SHRI PRAKASH H. BODWANI & SMT. JAYSHREE G. DEMBLA	1,560	2
249	20A/7	SHRI AMEYA P. SAKHALKAR & SMT. NEELA P. SAKHALKAR	1,425	2
250	20A/8	SMT. MERLYN MENEZES	1,560	2
251	20A/9	SHRI AKSHAY VIJAY WADHWA	1,560	2
252	20A/10	SHRI PREM K.CHHABRIA, SHRI PRAKASH K .CHHABRIA & SMT. SUNITA N. CHHABRIA	1,425	2
253	20A/11	DR. SMT. ASHA ADVANI & SHRI SHAILESH M. ADVANI	1,560	2
254	20A/12	SHRI VIJAY M.WADHWA	1,560	2
255	20B/1	SHRI SARABJIT PRAKASH RAO , SHRI PRAKASH RAO (ASSO.MEM)	1,355	2
256	20B/2	SMT. SANGEETA R.	1,560	2
257	20B/3	SHRI RAJIV S MATHUR & MANJULA S MATHUR	1,560	2
258	20B/4	SMT. KAUSHALYA L CHAWLA	1,425	2
259	20B/5	SHRI SHARAN K. ANANDANI & SMT. HANEETA R.SHENOY	1,560	2
260	20B/6	SHRI ROHIT D. JUNNARKAR	1,560	2

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
261	20B/7	SMT. MEENA M. BHAMBHWANI, SHRI PRAKASH ISSARDAS KHEMANI, SHRI MOHAN BHAMBHWANI (A.MEM)	1,425	2
262	20B/8	SHRI RAJU G. DEMBLA & SHRI. KISHAN G. DEMBLA	1,560	2
263	20B/9	NICKY ONYL ADVANI, KOMAL G. PUNJABI	1,560	2
264	20B/10	SMT. MINAL DEEPAK PUNJABI	1,425	2
265	20B/11	SHRI.SURESH RAMCHAND DARIRA	1,560	2
266	20B/12	SHRI ROSHAN, SHRI SURESH R. & SMT. LATIKA S.DARIRA	1,560	2
		RESIDENTIAL FLATS – MEMBERS TOTAL = A (SQ. FT.)	3,49,705	

B. RESIDENTIAL FLAT - SOCIETY:

SR. NO.	FLAT NO.	NAME OF MEMBER	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
1	16A/2	SOCIETY (SOCIETY OFFICE)	670	1
		RESIDENTIAL FLAT – SOCIETY TOTAL = B (SQ. FT.)	670	

RESIDENTIAL FLATS - GRAND TOTAL = A + B	3,50,375 SQ. FT.
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C. TENANTED SHOPS:

SR. NO.	SHOP NO.	NAME OF TENANT	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
1	SHOP NO 4	PUSHPABEN C SHAH & PARIN C. SHAH	566	1
2	SHOP NO 5	CHANDU B. SHAH & PUSHPA C.SHAH	320	1
3	SHOP NO 6	POOJA V BALWANI	320	1
4	SHOP NO 7	MAVJI R GALA & ZAVERBEN M. GALA	320	1
5	SHOP NO 8	ROSHANI H KHATTER & DEEPAK H KHATTER	320	1
6	SHOP NO 9	MOMIN P.SHAIKH & HAFIZ FULWAR IDRISI	320	1
7	SHOP NO 10	RAJKUMAR L PAHUJA & JAYA R PAHUJA	320	1
8	SHOP NO 12	SUMAN MUKESHKUMAR JAIN & MUKESHKUMAR JAIN	320	1
9	SHOP NO 13	DR. RAJESH GOKANI & MINAL GOKANI	320	1
10	SHOP NO 14	N.D.CHOTALIA & D.D.CHOTALIA	335	1
11	SHOP NO 15	N.D.CHOTALIA & D.D.CHOTALIA	335	1
12	SHOP NO 16	SHAMSUNDER CHIMANLAL DUA	830	1
		TENANTED SHOPS - TOTAL = C (SQ. FT.)	4,626	

D. SOCIETY OCCUPIED SHOPS:

SR. NO.	SHOP NO.	NAME OF ASSET	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
1	SHOP NO 11	SOCIETY (KOTAK BANK ATM)	320	1
2	LIBRARY	SOCIETY (LIBRARY)	1,590	2
		SOCIETY OCCUPIED SHOPS –TOTAL = D (SQ. FT.)	1,910	

E. TENANTED SHOPS (TO BE PROVIDED AS POST OFFICE):

SR. NO.	FLAT NO. / SHOP NO.	NAME OF ASSET	PROPOSED APPROXIMATE USABLE CARPET AREA TO BE PROVIDED IN SQ. FT.	CAR PARKING SPACES TO BE PROVIDED
1	SHOP 1	POST OFFICE	320	1
2	SHOP 2	POST OFFICE	320	1
3	SHOP 3	POST OFFICE	320	1
		TENANTED SHOPS (POST OFFICE) –TOTAL = E (SQ. FT.)	960	

SHOPS - GRAND TOTAL = C + D + E	7,496 SQ. FT.
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ANNEXURE 5A

PARKING AGAINST GARAGES

GARAGES				
SR. NO.	GARAGE NO.	NAME OF OWNER	FLAT NO.	CAR PARKING SPACES TO BE PROVIDED
1	G - 1	SOCIETY		1
2	G - 2	SOCIETY		1
3	G - 3	SHEELA N CHABLANI	2/5	1
4	G - 4	BHAGWANTI WADHWA	20A/12	1
5	G - 5	SURINDER KAUR VIRDI	12B/1	1
6	G - 6	RAVI SHASTRI	3/1	1
7	G - 7	SOCIETY		1
8	G - 8	SOCIETY		1
9	G - 9	SOCIETY		1
10	G - 10	SOCIETY		1
11	G - 11	SOCIETY		1
12	G - 12	SOCIETY		1
		TOTAL		12



महाराष्ट्र शासन जिल्हाधिकारी व जिल्हादंडाधिकारी कार्यालय, मुंबई शहर

ओल्ड कस्टम हाऊस, शहीद भगतसिंग मार्ग, फोर्ट, मुंबई - ४०० ००१

Fax. २२६६१२३९ Tel. २२६६५२३३, Email: collector.mumbaicity@maharashtra.gov.in

(महसूल शाखा)

वाचले :-

१. भाडेपट्टा दस्त दि. ३०/०७/१९१७
२. Conveyance Deed दि. २०/१२/१९५६
३. कुमारी जेठी टी. सीपाहीमलाणी को. ऑप. हौ. सो. लि. या संस्थेकडील दि. २६/०२/२०२४, २७/०३/२०२५ व २४/०४/२०२५ रोजीचा विनंती अर्ज.
४. परिरक्षण भूमापक यांचेकडील दि. २४/०६/२०२४, ०७/०५/२०२५ व १८/०६/२०२५ रोजीचा स्थळपाहणी अहवाल.
५. शासन महसूल व वन विभाग अधिसूचना दिनांक ०४.०३.२०२५ व शुद्धीपत्रक दि. ०६/०३/२०२५
६. महसूल व वन विभाग शासन जापन क्र. जमीन-२५२५/१४४/प्र. क्र. २३/ज-२ दि. २७/०६/२०२५
७. या कार्यालयाकडील पत्र क्र. सीएसएलआर/मशा/माहिम/न.र.यो.३/अं.भू.क्र.५६५/भोग.वर्ग-१/मा.नो./२०२५ दि. ०४/०७/२०२५
८. कुमारी जेठी टी. सीपाहीमलाणी को. ऑप. हौ. सो. लि. या संस्थेकडील दि. ०९/०७/२०२५ रोजीचा विनंती अर्ज.

क्र. सीएसएलआर/मशा/माहिम/न.र.यो.३/अं.भू.क्र.५६५/भोग.वर्ग-१/रूपां./आदेश/२०२५ /11033
दिनांक :- 17 JUL 2025

विषय :- जमीन - मुंबई शहर.

माहिम महसूल विभाग, न.र.यो.-३, अं.भू.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या मिळकतीचे भोगवटादार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेबाबत.
(अर्जदार :- कुमारी जेठी टी. सीपाहीमलाणी को. ऑप. हौ. सो. लि.)

ज्याअर्थी, उपोद्घातातील क्र.३ नुसार अर्जदार कुमारी जेठी टी. सीपाहीमलाणी को. ऑप. हौ. सो. लि. या संस्थेने माहिम महसूल विभाग, न.र.यो.-३, अं.भू.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे भोगवटादार वर्ग-१ या सत्ताप्रकारात रूपांतरण करून मिळणेबाबत विनंती केलेली आहे.

मिळकतीची पार्श्वभूमी :-

ज्याअर्थी, उपोद्घातातील क्र.१ नुसार माहिम महसूल विभागातील भूकर क्र.१२३० (Laughtons Survey No.१A/६४) चे क्षेत्र १२६५ चौ.वार The Secretary of State for India In Council म्हणजेच

शासनाने Kharshedji Dhanjibhai Shroff यांना १९९ वर्षाकरीता दि.१५/०१/१९१३ पासून भाडेपट्टयाने देण्यात आलेले आहे. तसेच सदर मिळकतीचे एकूण क्षेत्र १२६५ चौ.वार पैकी क्षेत्र ६९० चौ.वार (५७६.९३ चौ.मी.) इतके क्षेत्र माहिम महसूल विभाग, नगर रचना योजना क्रमांक -३, अं.भु.क्र.५६५ मध्ये सामील झालेले आहे.

ज्याअर्थी, माहिम महसूल विभागातील न.र.यो.-३, अ.भु.क्र.५६५ या मिळकतीच्या मिळकतपत्रिकेमध्ये खालीलप्रमाणे नोंदी नमुद आहे.

महसूल विभाग	माहिम
भूकर क्रमांक	न.र.यो.-३, अं.भु.क्र.५६५
क्षेत्र	१७४६२ स्के.यार्ड (१४६००.४५ चौ.मी.) (६९० स्के.यार्ड - Lease Hold व १६७७२ स्के.यार्ड - L.T.A.)
धारणाधिकार (Tenure)	*Lease Hold व L.T.A.
Name of Person in Beneficial Ownership	(A) - Government of Maharashtra (Lessor) (C) -B- Kumari Jethi T. Sipahimalani Co.Operative Housing Society Ltd. (Lessees)

माहिम महसूल विभागातील न.र.यो.-३, अं.भु.क्र.५६५ या मिळकतीच्या अधिकार अभिलेखानुसार मिळकतीचे एकूण क्षेत्र १७४६२ चौ.वार (१४६००.६५ चौ.मी.) इतके असून त्यापैकी क्षेत्र ६९० चौ. वार (५७६.९३ चौ.मी.) इतके क्षेत्र शासनाचे (Lease Hold) असल्याबाबत नोंद आहे. तसेच सदर भाडेपट्टा मिळकतीचे वेळोवेळी हस्तांतरण होवून सद्यस्थितीत मिळकतपत्रिकेवर भाडेपट्टाधारक म्हणून कुमारी जेटी टी. सिपाहीमलानी को.ऑप.हौ.सो.लि. या संस्थेच्या नावाची नोंद दाखल आहे. सदर मिळकतीचा भाडेपट्टा चालू आहे.

ज्याअर्थी, भाडेपट्टाधारक कुमारी जेटी टी. सीपाहीमलानी को.ऑप.हौ.सो.लि. या संस्थेकडील विनंती अर्जानुषंगाने या कार्यालयाकडील दि.२३/१०/२०२४, ०२/०६/२०२५ व १९/०६/२०२५ रोजीच्या पत्रान्वये माहिम महसूल विभागातील न.र.यो.-३, अं.भु.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे विनापरवानगी झालेले हस्तांतरण नियमानुकूल करणे व भोगदवटादार वर्ग-१ या सत्ताप्रकारात रुपांतरण करणेबाबत शासनास अहवाल सादर करणेत आलेला होता.

ज्याअर्थी, उपोद्घातातील क्र.६ नुसार माहिम महसूल विभागातील न.र.यो.-३, अं.भु.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे भोगदवटादार वर्ग-१ या सत्ताप्रकारात रुपांतरण करणेबाबत खालीलप्रमाणे मान्यता दिलेली आहे.

१. माहिम महसूल विभागातील न.र.यो.-३,अं.भु.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीमधील विनापरवानगी हस्तांतरणाबाबत नियमानुसार दंडात्मक कार्यवाही करणेस मान्यता देण्यात येत आहे.
२. माहिम महसूल विभागातील न.र.यो.-३, अं.भु.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीमधील पोस्ट ऑफीसकरीता होणारा वाणिज्य वापर हा १५ टक्के च्या आत असल्याने महसूल व वन विभाग, शासन निर्णय दि.१४/०६/१९८८ अन्वये अनुज्ञेय आहे. तरी शासन निर्णयातील तरतूदीप्रमाणे आवश्यक ती कार्यवाही करण्याची जबाबदारी जिल्हाधिकारी, मुंबई शहर यांची राहिल.

३. माहिम महसूल विभागातील न.र.यो.-३, अं.भु.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे रहिवास व वाणिज्य प्रयोजन विचारात घेवून भोगवटादार वर्ग-१ या सत्ताप्रकारात रुपांतरण करणेकरीत येणाऱ्या अधिमुल्याची रक्कम रु.१ कोटीपेक्षा कमी असल्याने शासन अधिसूचना, महसूल व वन विभाग, महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग-२ आणि भाडेपट्ट्याने प्रदान केलेल्या जमिनी भोगवटादार वर्ग-१ मध्ये रुपांतरण करणे) नियम २०२५, दिनांक ०४.०३.२०२५ व शुद्धीपत्रक दि.०६/०३/२०२५ अन्वये जिल्हाधिकारी, मुंबई शहर यांनी त्यांच्या स्तरावरून कार्यवाही करावी.

हस्तांतरण :-

ज्याअर्थी, विषयाधीन मिळकतीच्या मिळकतपत्रिकेवरील नोंदी तसेच असायमेंट दस्त दि.२०/१२/१९५६ रोजीच्या दस्ताचे अवलोकन केले असता, सदरहू मिळकतीचे खालीलप्रमाणे हस्तांतरण झाल्याचे दिसून येत आहे.

अ. क्र.	भाडेपट्टाधारकाचे नाव	हस्तांतरण वर्ष/दिनांक	हस्तांतरण प्रकार	शेरा
१	Kharshedji Dhanjibhai Shroff	-	-	मुळ भाडेपट्टाधारक
२	Kedarmal Bhuramal	१९/०५/२०२०	Conveyance Deed (Regd.no.३७२५ दि.०४/०९/२०२०)	Bai Maneckbai Widow of Pallanji Kharshedji Sethana & others to Kedarmal Bhuramal
३	Sobhraj Jhamatmal	१०.१०.१९४१	Conveyance & Assignment (Regd.no.४९५३ दि.०२/०२/१९४२)	Jamnalal Bajaj to Sobhraj Jhamatmal
४	Navjivan Co.Operative Housing Society Ltd.	२०.१२.१९५६	Conveyance & Assignment (Regd.no.८०३९ दि.२२/११/१९५७)	Sobhraj Jhamatmal (Vendor), Jethi T.Sipahimalani (Confirming Part) to Navjivan Co.Operative Housing Society Ltd. (Purchaser)
५	Kumari Jethi T. Sipahimalani Co.Operative Housing Society Ltd.	०९/०२/१९८७	Deed of Correction (Regd.no.३११ दि.०४/०५/१९८७)	As per Deed of Correction Name of Navjivan Co.Operative Housing Society Ltd. Changed to Kumari Jethi T. Sipahimalani Co.Operative Housing Society Ltd.

ज्याअर्थी, विषयाधीन भाडेपट्टा मिळकतीतील विनापरवानगी हस्तांतरणबाबतचा शर्तभंग नियमानुकूल करणेकरीता नियमानुसार दंडात्मक कार्यवाही करणेस मान्यता देण्यात आलेली आहे.

ज्याअर्थी, वरील तक्त्यात नमुद केल्याप्रमाणे विषयाधीन मिळकतीत हस्तांतरणे झालेले असून अ.क्र.२ ते ४ मध्ये नमुद हस्तांतरणे सन १९६६ पूर्वीची म्हणजेच महाराष्ट्र जमिन महसूल अधिनियम, १९६६ अस्तित्वात येणेपूर्वीची असल्याने संहितेच्या कलम ३७ (अ) व २९५ अन्वये सदर हस्तांतरणाबाबत अनर्जित उत्पन्नाची आकारणी करणे उचित नाही. तसेच अ.क्र.५ मध्ये नमुद केल्यानुसार दि.०९/०२/१९८७ रोजीच्या Deed of Correction दस्तानुसार नवजीवन को.ऑप.हौ.सो.लि. या संस्थेच्या नावाची नोंद रद्द करून कुमारी जेटी टी. सिपाहीमलानी को.ऑप.हौ.सो.लि. या संस्थेच्या नावाची नोंद मिळकतपत्रिकेवर घेण्यात आलेली असल्याने प्रकरणी भाडेपट्ट्याचे हस्तांतरण झालेले नाही.

वाणिज्यिक वापराबाबत :-

ज्याअर्थी, उपोद्घातातील क्र.६ नुसार विषयाधीन भाडेपट्टा मिळकतीमधील पोस्ट ऑफीसकरीता होणारा वाणिज्य वापर हा १५ टक्के च्या आत असल्याने महसूल व वन विभाग, शासन निर्णय दि.१४/०६/१९८८ अन्वये अनुज्ञेय आहे. तरी शासन निर्णयातील तरतूदीप्रमाणे आवश्यक ती कार्यवाही करणेबाबत शासनाने निर्देश दिलेले आहे.

ज्याअर्थी, महसूल व वन विभाग, शासन निर्णय दि.१४/०६/१९८८ मधील तरतूदीनुसार भाडेपट्टा मिळकतीवरील वाणिज्य प्रयोजनासाठी संस्थेने वापर केलेल्या जागेकरीता अतिरिक्त भूईभाडे वसूल करणे आवश्यक आहे. त्यानुषंगाने उपोद्घातातील क्र.७ नुसार दि.०१/०७/१९६९ ते ३१/१२/२०२५ या कालावधीकरीता देय अतिरिक्त भूईभाडे र.रू.१६,०१,८५६/- इतके शासनखाती भरणा करणेबाबत कळविणेत आलेले आहे.

भोगवटादार वर्ग-१ सत्ताप्रकारात रुपांतरण :-

ज्याअर्थी, उपोद्घातातील क्र.६ नुसार माहिम महसूल विभागातील न.र.यो.-३, अं.भु.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे रहिवास व वाणिज्य प्रयोजन विचारात घेवून भोगवटादार वर्ग-१ या सत्ताप्रकारात रुपांतरण करणेकरीता येणाऱ्या अधिमुल्याची रक्कम रू.१ कोटी पेक्षा कमी असल्याने शासन अधिसूचना, महसूल व वन विभाग, महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग-२ आणि भाडेपट्ट्याने प्रदान केलेल्या जमिनी भोगवटादार वर्ग-१ मध्ये रुपांतरित करणे) नियम २०२५, दिनांक ०४/०३/२०२५ व शुद्धीपत्रक दि.०६/०३/२०२५ अन्वये जिल्हाधिकारी, मुंबई शहर यांनी त्यांचे स्तरावरून कार्यवाही करणेबाबत निर्देशित केलेले आहे.

ज्याअर्थी, महाराष्ट्र शासनाने भाडेपट्ट्यावर देण्यात आलेल्या शासकीय जमिनी भोगवटादार वर्ग- १ मध्ये रुपांतरीत करणेसाठी महाराष्ट्र शासन राजपत्र असाधारण भाग - ४ ब, असाधारण क्र.८५ नुसार दिनांक ०४.०३.२०२५ अन्वये अधिसूचना निर्गमित केलेली आहे. सदर नियमास महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग - २ आणि भाडेपट्ट्याने धारण केलेल्या जमिनी भोगवटादार वर्ग -१ मध्ये रुपांतरीत करणे) नियम, २०२५ असे संबोधण्यात आले असून या नियमाचे अवलोकन केले असता भोगवटादार वर्ग-२ आणि भाडेपट्ट्याने धारण केलेल्या जमिनी भोगवटादार वर्ग -१ मध्ये रुपांतरीत करणेकामी खालीलप्रमाणे कार्यवाही करावयाची आहे.

३.(१) या नियमांतील तरतूदीप्रमाणे भोगवटादार वर्ग - २ धारणाधिकारावर किंवा भाडेपट्ट्याने प्रदान केलेल्या शासकीय जमिनीच्या प्रदानानंतर, त्या जमिनीच्या मूळ मंजूर प्रयोजनार्थ प्रत्यक्ष वापर सुरु होऊन, ५ वर्षांचा कालावधी पूर्ण झाल्यानंतरच त्या भोगवटादार वर्ग -१ मध्ये रुपांतरण करण्यासाठी अशा भोगवटादार वर्ग - २ च्या जमिनीचा धारक किंवा भाडेपट्टाधारक संबंधित जिल्हाधिका-याकडे अर्ज करू शकेल.

(२) वरील उप-नियम (१) मध्ये नमूद केल्याप्रमाणे अर्ज प्राप्त झाल्यानंतर, जिल्हाधिकारी अशा जमिनीचा तपशील व अशा जमीन प्रदानाच्या अटी व शर्तीचे उल्लंघन अथवा भंग झाला आहे का हे तपासून घेईल.

(३) अशा तपासणीमध्ये जमीन प्रदानाच्या अटी व शर्तीचा भंग झाल्याचे व अशा अटी व शर्तीचा भंग सक्षम प्राधिकाऱ्याने नियमानुकूल केलेला नसल्याचे निदर्शनास आल्यास, जिल्हाधिकारी असा अर्ज तया बाबतची कारणे नमूद करुन नाकारील.

(४) अशा तपासणीमध्ये जमीन प्रदानाच्या अटी व शर्तीचा भंग झाला नसल्याचे निदर्शनास आल्यास अथवा अटी व शर्तीचा झालेला भंग तो नियमानुकूल करण्यास सक्षम असलेल्या प्राधिकाऱ्याने नियमानुकूल केला असल्यास, जिल्हाधिकारी, खालील तक्त्यामध्ये नमूद केलेले अधिमूल्य तसेच, अटीच्या अधीन राहून भोगवटादार वर्ग - २ च्या किंवा भाडेपट्ट्याच्या जमिनीचे भोगवटादार वर्ग - १ जमिनीमध्ये रुपांतरण करण्याबाबतचे आदेश देईल.

ज्याअर्थी, महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग-२ आणि भाडेपट्ट्याने धारण केलेल्या जमिनी भोगवटादार वर्ग-१ मध्ये रुपांतरीत करणे) नियम, २०२५, दि.०४ मार्च, २०२५ मधील नियम क्र.४ (ब) मध्ये नमुद तक्त्यातील अ.क्र.५ अन्वये कब्जेहक्काने भोगवटादार वर्ग-२ किंवा भाडेपट्ट्याच्या जमिनी धारण करणाऱ्या सहकारी गृहनिर्माण संस्थेकरीता अशा जमिनीच्या प्रचलित वार्षिक दर विवरणपत्रातील दराप्रमाणे येणाऱ्या किंमतीच्या १०% प्रमाणे रुपांतरण शुल्क तसेच अ.क्र.१ नुसार वाणिज्यीक प्रयोजनासाठी प्रचलित वार्षिक दर विवरणपत्रातील दराप्रमाणे येणाऱ्या किंमतीच्या ५०% प्रमाणे रुपांतरण शुल्क आकारणी करणेबाबत नमुद आहे.

ज्याअर्थी, विषयाधीन मिळकतीच्या मिळकत पत्रिकेवर कुमारी जेटी टी. सिपाहीमलानी को. ऑप. हौ. सो. लिमिटेड या संस्थेचे नाव भाडेपट्टाधारक म्हणून दाखल असून सद्यस्थितीत सदर भाडेपट्ट्याची जमीन कुमारी जेटी टी. सिपाहीमलानी को.ऑप.हौ.सो.लि. या सहकारी गृहनिर्माण संस्थेने धारण केलेली आहे. तसेच विषयाधीन मिळकतीचे विनापरवानगी झालेले हस्तांतरण नियमानुकूल करणेकरीता शासनाने दि.२७/०६/२०२५ रोजीच्या जापनान्वये मान्यता देण्यात आलेली आहे.

ज्याअर्थी, दि.३०/०७/१९१७ रोजीच्या भाडेपट्टा करारामध्ये मिळकतीच्या वापराबाबत अट नमुद असल्याचे दिसून येत नाही. तथापी अर्जदार संस्थेने सादर केलेल्या बृहन्मुंबई महानगरपालिकेडील विकास नियोजन आराखडा (डी.पी.रिमाक्स २०३४) मध्ये माहिम महसूल विभागातील नगर रचना योजना -३, अं.भु.क्र.५६४ व ५६५ ही मिळकत रहिवास (Residential) झोन मध्ये असल्याचे नमुद आहे. तसेच स्थळपाहणी अहवालानुसार सदर भाडेपट्टा मिळकतीचा वापर पोस्ट ऑफीस, बेस्टचे सब स्टेशन, सुरक्षा चौकी व संस्थेच्या रहिवासी इमारतीकरीता होत असल्याचे दिसून येत आहे. परिरक्षण भूमापक यांनी दि.१८/०६/२०२५ रोजी सादर केलेल्या अहवालात भाडेपट्टा मिळकतीवरील पोस्ट ऑफीस वापराकरीताचे (वाणिज्य वापराकरीता) क्षेत्र अंदाजे १६.५० चौ.मी. इतके नमुद केले आहे. सदर बाब विचारात घेता, भाडेपट्टा मिळकतीचा काही भाग वाणिज्यीक कारणाकरीता वापरण्यात येत असल्याने वाणिज्यीक वापराच्या क्षेत्रानुसार आकारणी करणे आवश्यक आहे.

महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग-२ आणि भाडेपट्ट्याने धारण केलेल्या जमिनी भोगवटादार वर्ग-१ मध्ये रूपांतरित करणे) नियम, २०२५, दि.०४ मार्च, २०२५ मधील नियम क्र.४ (ब) मध्ये नमुद तक्त्यातील अ.क्र.५ व १ अन्वये विषयाधीन भाडेपट्टा जमिनीचे भोगवटदार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेकामी सन २०२५-२६ चे प्रस्तूत जमिनीचे वार्षिक दर विवरणपत्रानुसार बाजारमुल्य विचारात घेता रहिवास व वाणिज्य प्रयोजनासाठीचे रूपांतरण अधिमुल्य शुल्काची रक्कम खालीलप्रमाणे परिगणीत होत आहे.

विभाग	भूकर क्रमांक	क्षेत्र (चौ.मी.)	अनुज्ञेय चटई क्षेत्र १.३३ प्रमाणे (चौ.मी.)	सन २०२५-२६ च्या रेडीरेकनर नुसार बाजार मुल्य दर (र.रू.)	एकूण मुल्यांकन (र.रू.)	रूपांतरण अधिमुल्य शुल्क (र.रू.)
माहिम	न.र.यो.-३, अं.भू.क्र. ५६५(पै.)	५६०.४३	५६०.४३ X १.३३ = ७४५.३७ चौ.मी.	१,००,७७०/-	७४५.३७ चौ.मी. X १,००,७७०/- = ७,५१,१०,९३५/-	७,५१,१०,९३५/- (एकूण मुल्यांकनाच्या १०% प्रमाणे)
		१६.५०	१६.५० X १.३३ = २१.९५ चौ.मी.	१,००,७७०/-	२१.९५ चौ.मी. X १,००,७७०/- = २२,११,९०२/-	२१,०५,९५१/- (एकूण मुल्यांकनाच्या ५०% प्रमाणे)
	एकूण	५७६.९३				८६,१७,०४५/-

वरील तक्त्यात नमुद केल्यानुसार भोगवटदार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेकामी र.रू. ८६,१७,०४५/- इतके रूपांतरण शुल्क परिगणीत होत आहे. तरी संस्थेस खालीलप्रमाणे रक्कमा शासनखाती भरणा करणे आवश्यक आहे.

अ.क्र.	विवरण	रक्कम रूपये
१.	मिळकतीतील विनापरवानगी हस्तांतरण नियमानुकूल करणेकरीता अनर्जित उत्पन्नापोटी रक्कम	निरंक
२.	अतिरिक्त भूईभाडेकरीता देय रक्कम	१६,०१,८५६/-
३.	भोगवटादार वर्ग-१ मध्ये रूपांतरण करणेकरीता देय अधिमुल्य	८६,१७,०४५/-
	एकूण	१,०२,१८,९०१/-

ज्याअर्थी, उपोद्घातातील क्र.७ नुसार विषयाधीन भाडेपट्टा मिळकतीचे भोगवटादार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेच्या अनुषंगाने वरीलप्रमाणे परिगणीत होत असलेली अधिमुल्याची रक्कम रूपये ८६,१७,०४५/- व अतिरिक्त भूईभाडेकरीता देय रक्कम रू.१६,०१,८५६/- असे एकूण रक्कम रूपये १,०२,१८,९०१/- (अक्षरी र.रू. एक कोटी दोन लाख अठरा हजार नऊशे एक फक्त) शासनखाती भरणा

करणेबाबत तसेच र.रू.५००/- च्या मुद्रांक पेपरवर विहित नमुन्यात हमीपत्र/बंधपत्र सादर करणेबाबत भाडेपट्टाधारक संस्थेस कळविण्यात आले आहे.

ज्याअर्थी, उपोद्घातातील क्र.८ नुसार विषयाधीन भाडेपट्टा मिळकतीचे भोगवटादार वर्ग-१ या सत्ताप्रकारामध्ये रूपांतरण करणेकरीता देय होत असलेली एकूण र.रू.१,०२,१८,९०१/- (अक्षरी र.रू.एक कोटी दोन लाख अठरा हजार नऊशे एक फक्त) इतकी रक्कम शासकीय जमा लेखांकन प्रणालीद्वारे शासनखाती भरणा केलेली असून त्याबाबतचे चलनाची प्रत या कार्यालयास सादर केलेली आहे. त्याचा तपशिल खालीलप्रमाणे आहे.

चलन क्रमांक	दिनांक	रक्कम रूपये
GRN MH००५१३४१७६२०२५२६P	०८/०७/२०२५	८६,१७,०४५/-
GRN MH००५१३३२७४२०२५२६P	०८/०७/२०२५	१६,०१,८५६/-
	एकूण	१,०२,१८,९०१/-

तसेच उक्त रक्कमेशिवाय या कार्यालयाकडून क्षेत्राबाबत तसेच अनावधानाने किंवा रक्कम परिगणित करतांना किंवा शासनाच्या प्रचलित धोरणाप्रमाणे वैद्यरित्या आकारणी करणे आवश्यक आहे, अशी काही रक्कम भविष्यात/नंतरहून शासनाच्या निदर्शनास आल्यास किंवा लेखापरिक्षणात निदर्शनास आल्यास, ती रक्कम शासनास विनातक्रार अदा करेल व याबाबत कोणत्याही न्यायालयात दावा करणार नाही असे र.रू.५००/- च्या मुद्रांक पेपरवर भाडेपट्टाधारक संस्थेने हमीपत्र सादर केलेले आहे.

उपरोक्त बाबी विचारात घेता, प्रस्तुत प्रकरणातील भाडेपट्ट्याच्या मिळकतीचे भोगवटादार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेबाबतची विनंती खालील मुद्द्यांच्या अनुषंगाने मान्य करणेस हरकत दिसून येत नाही.

अ. माहिम महसूल विभागातील भूकर क्र.१२३० (Laughtons Survey No.१A/६४) चे क्षेत्र १२६५ चौ.वार The Secretary of State for India In Council (Lessor) म्हणजेच शासनाने Kharshedji Dhanjibhai Shroff (Lessee) यांना ९९९ वर्षाकरीता दि.१५/०१/१९१३ पासून भाडेपट्ट्याने देण्यात आलेले आहे. सदर मिळकतीचा भाडेपट्टा चालू आहे.

आ. सदर मिळकतीचे एकूण क्षेत्र १२६५ चौ.वार पैकी क्षेत्र ६९० चौ.वार (५७६.९३ चौ.मी.) इतके क्षेत्र माहिम महसूल विभाग, नगर रचना योजना क्रमांक -३, अं.भू.क्र.५६५ मध्ये सामील झालेले आहे.

इ. माहिम महसूल विभागातील न.र.यो.-३, अं.भू.क्र.५६५ या मिळकतीच्या अधिकार अभिलेख्यानुसार मिळकतीचे एकूण क्षेत्र १७४६२ चौ.वार (१४६००.६५ चौ.मी.) इतके असून त्यापैकी क्षेत्र ६९० चौ.वार (५७६.९३ चौ.मी.) इतके क्षेत्र शासनाचे (Lease Hold) असल्याबाबत नोंद आहे. तसेच सदर भाडेपट्टा मिळकतीचे वेळोवेळी हस्तांतरण होवून सद्यस्थितीत मिळकतपत्रिकेवर भाडेपट्टाधारक म्हणून कुमारी जेटी टी. सिपाहीमलानी को.ऑप.हौ.सो.लिमीटेड या संस्थेच्या नावाची नोंद दाखल आहे.

ई. विषयाधीन मिळकतीतील विनापरवानगी झालेले हस्तांतरणे नियामानुकूल करणेस शासनाने मान्यता दिलेली आहे.

उ. या कार्यालयाकडील दि.०४/०७/२०२५ रोजीचे मागणी नोटीसन्वये सदर भाडेपट्टा मिळकतीचे भोगवटादार वर्ग-१ या सत्ताप्रकारामध्ये रूपांतरण करणे व वाणिज्यीक वापराकरीता अतिरिक्त भूईभाडे साठी देय होत असलेली एकूण र.रू.१,०२,१८,९०१/- शासनखाती भरणा करणेबाबत भाडेपट्टाधारकास कळविणेत आले असता सदर रक्कमेचा शासकीय जमा लेखांकन प्रणालीद्वारे भरणा केल्याबाबतची चलानाची प्रत व र.रू. ५००/- च्या मुद्रांक पेपरवर हमीपत्र सादर केलेले आहे.

त्याअर्थी, उपरोक्त बाब विचारात घेता महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग - २ आणि भाडेपट्ट्याने धारण केलेल्या जमिनी भोगवटादार वर्ग -१ मध्ये रूपांतरीत करणे) नियम, २०२५ मधील नियम १ (२), ३ (१) (२) (४) ची पूर्तता करून तसेच नियम क्र.४ (ब) मध्ये नमूद तक्त्यातील अ.क्र.५ व १ नुसार रूपांतरण अधिमुल्य भरणा करून घेण्यात आलेले असून नियमातील कार्यवाही पूर्ण झाली असल्याने सदर नियमातील ३ (४) नुसार शासनाने प्रदान केलेल्या अधिकाराचा वापर करून मी, जिल्हाधिकारी, मुंबई शहर पुढीलप्रमाणे आदेश देत आहे.

आदेश

१. माहिम महसूल विभाग, न.र.यो.-३, अं.भू.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे दि.१९/०५/१९२०, १०/१०/१९४१ व २०/१२/१९५६ रोजीच्या दस्तान्वये झालेले विनापरवानगी हस्तांतरण नियमानुकूल करणेस मान्यता देण्यात येत आहे.
२. माहिम महसूल विभाग, न.र.यो.-३,अं.भू.क्र.५६५ (पै.), क्षेत्र ५७६.९३ चौ.मी. या भाडेपट्टा मिळकतीचे महाराष्ट्र जमीन महसूल संहिता, १९६६ च्या कलम ३२८, आणि कलम २९ अ नुसार मला प्राप्त अधिकारान्वये "महाराष्ट्र जमीन महसूल (भोगवटादार वर्ग - २ आणि भाडेपट्ट्याने धारण केलेल्या जमिनी भोगवटादार वर्ग -१ मध्ये रूपांतरीत करणे) नियम, २०२५ मधील नियम १ (२), ३ (१) (२) (४) तसेच नियम क्र.४ (ब) मध्ये नमूद तक्त्यातील अ.क्र.५ व १ नुसार भाडेपट्ट्याने प्रदान केलेल्या जमिनीचे भोगवटादार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेकरीता देय होत असलेल्या अधिमुल्याचा भरणा शासनखाती केलेला असल्याने तसेच विनापरवानगी हस्तांतरणबाबतचा शर्तभंग नियमित केला असल्याने उक्त नमूद नियम ३ (४) मधील अधिकाराचा वापर करून मी, जिल्हाधिकारी, मुंबई शहर उपरोक्त जमीन भोगवटादार वर्ग - १ या सत्ताप्रकारात रूपांतरीत करण्याचे आदेश देत आहे.
३. अधिक्षक, मुंबई नगर भूमापन व भूमी अभिलेख (शहर) यांनी या आदेशाची नोंद मिळकत पत्रिकेवर घेणेत येऊन सत्ताप्रकारामध्ये भोगवटादार वर्ग-१ अशी दुरुस्ती करणेत यावी.
४. प्रस्तुत प्रकरणात भोगवटादार वर्ग-१ या सत्ताप्रकारात रूपांतरण करणेसाठी अगर शर्तभंग नियमाकूल करणे अथवा अन्य प्रकारे असलेली रक्कम परिगणीत करताना जर अनावधानाने किंवा चुकीने ती कमी आकारण्यात आल्याचे भविष्यात लेखापरिक्षण अथवा कोणत्याही तपासणीत निदर्शनास आल्यास अशी रक्कम शासनखाती भरणा करावयाची जबाबदारी भोगवटादार यांची राहिल.
५. सदर मिळकतीबाबत भविष्यात शासनाकडून वेळोवेळी प्राप्त होणारे आदेश/निर्देशाचे पालन करणे भोगवटादार यांचेवर बंधनकारक राहिल.



६. प्रस्तुत जमिनीस महाराष्ट्र जमीन महसूल अधिनियम १९६६ च्या कलम २६२ नुसार जमीन महसूल आकारणी करण्यात यावी.
७. सदर जमीनीचा वापर रहिवास प्रयोजनासाठी अनुज्ञेय राहिल.
८. सदर जमिनीचा विकास महाराष्ट्र प्रादेशीक नियोजन व नगर रचना अधिनियम १९६६ व बृहन्मुंबई महानगरपालिकेच्या विकास नियंत्रण नियमावली २०३४ नुसार करणे आवश्यक राहिल.
९. महाराष्ट्र जमिन महसूल अधिनियम १९६६ व त्याखालील प्रचलित कायदे व नियम भोगवटादार यांस बंधनकारक राहतील.
१०. आदेशाची अंमलबजावणी तात्काळ करणेत यावी.

दिनांक :- 17 JUL 2025

स्थळ :- मुंबई



(Handwritten signature)
(आंचल गोयल)
जिल्हाधिकारी, मुंबई शहर

प्रति,

अध्यक्ष/सचिव,

कुमारी जेठी टी. सीपाहीमलाणी को.ऑप.हौ.सो.लि.,

जेठीबेन कॉलनी, एफ.पी.नं.५६५, मोरी रोड,

माहिम, मुंबई - ४०००१६.

प्रत,

१. मा.अपर मुख्य सचिव (महसूल), महसूल व वन विभाग, मादाम कामा मार्ग, मंत्रालय, मुंबई ४०००३२ यांचे माहितीकरीता सविनय सादर.
२. मा.विभागीय आयुक्त, कोकण विभाग, विभागीय कोकण कार्यालय, सी.बी.डी.बेलापूर, नवी मुंबई ४०० ६१४ यांचे माहितीकरीता सविनय सादर
३. सहा.अधीक्षक न.भू.क्र.२, नगर भूमापन शाखा, जिल्हाधिकारी कार्यालय, मुंबई शहर यांना आवश्यक त्या कार्यवाही करीता.
- ४.तहसिलदार, जमीन महसूल वसूली शाखा, जिल्हाधिकारी कार्यालय, मुंबई शहर, यांना आवश्यक त्या कार्यवाही करीता.
- ५.तहसिलदार, ईनामी व विशेष अवधि निर्मुलन शाखा, जिल्हाधिकारी कार्यालय, मुंबई शहर, यांना आवश्यक त्या कार्यवाही करीता.

ANNEXURE 7

LIST OF AMENITIES AND FACILITIES

A. PODIUM AMENITIES

LIST OF AMENITIES ON PODIUM	
SR. NO.	AMENITY AREAS
1	CLUB HOUSE
2	JOGGING TRACK
3	MAIN POOL
4	SHALLOW POOL
5	KIDS POOL
6	DECK
7	CABANA
8	KIDS PLAY AREA
9	SENIOR CITIZEN CORNER
10	CLOSED JACUZZI (2 PARTS – MEN AND WOMEN)

B. R. G. AMENITIES

LIST OF AMENITIES ON R.G	
SR.NO	AMENITY AREAS
1	MULTIPURPOSE COURT
2	TENNIS COURT
3	CRICKET PITCH / ARCHERY
4	BASKET BALL COURT

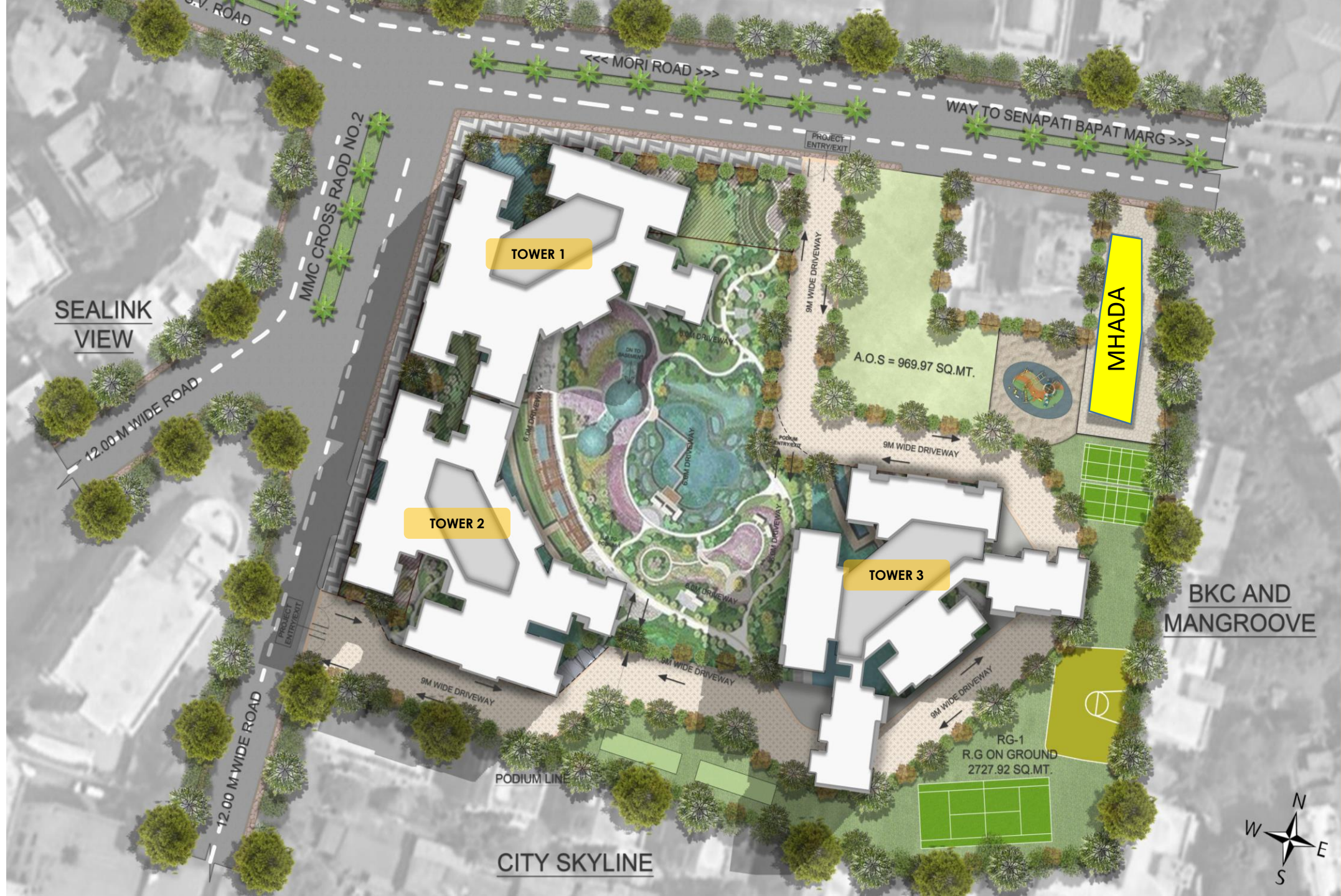
C. CLUBHOUSE AMENITIES

LIST OF AMENITIES IN CLUB HOUSE	
SR.NO	AMENITY AREAS
1	GYM
2	INDOOR GAME ROOMS (POOL TABLE, MINI FOOSBALL, CARROM, TABLE TENNIS ETC.)
3	LIBRARY
4	MULTI PURPOSE HALL
5	BUSINESS LOUNGE
6	PRAYER HALL

Note: Estimated Built-Up Area (BUA) of Clubhouse Amenities of the Project will be ~17,000 sq. ft.

D. OTHER AMENITIES AND FACILITIES:

1. RECYCLING WATER FOR GARDEN
2. SOLAR LIGHTS FOR COMMON AREAS
3. MID LANDING SERVANT BATHROOM AND TOILETS
4. A/C DRAIN WATER PIPE PROVISION
5. EV CHARGING POINT PROVISIONS IN PARKING
6. CCTV WITH SECURITY CABIN



TOWER 1

TOWER 2

TOWER 3

MHADA

A.O.S = 969.97 SQ.MT.

RG-1
R.G ON GROUND
2727.92 SQ.MT.

SEALINK
VIEW

MORI ROAD

WAY TO SENAPATI BAPAT MARG

MMC CROSS ROAD NO.2

12.00 M-WIDE ROAD

12.00 M-WIDE ROAD

CITY SKYLINE

BKC AND
MANGROOVE



PERMANENT ALTERNATE ACCOMMODATION AGREEMENT

BETWEEN



AND

TEN X REALTY WEST LIMITED

AND

KUMARI JETHI T SIPAHIMALANI CO-OPERATIVE HOUSING SOCIETY LIMITED

PERMANENT ALTERNATE ACCOMMODATION AGREEMENT

This Permanent Alternate Accommodation Agreement (“**Agreement**”) entered into at Mumbai on this [●] day of [●], 2025;

BETWEEN

[●], of Mumbai, Indian Inhabitant, presently residing at [●] and also having his residence at [●] (hereinafter referred to as “**Member(s)**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, successors, administrators and assigns) of the **FIRST PART**;

AND

TEN X REALTY WEST LIMITED, a company incorporated under the provisions of the Companies Act, 2013, having CIN: **U41000MH2024PLC416599** and its registered office at Pokharan Road, Jekegram, Thane – 400 606 (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 permitted assigns) of the **SECOND PART**;

AND

KUMARI JETHI T SIPAHIMALANI CO-OPERATIVE HOUSING SOCIETY LIMITED, a co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1961 as a housing society, under Registration No BOM/(WD)HSG/(TC)367/84-85 of 1984, having its registered address at Jethiben Colony, F.P.No-565, Mori Road, Mahim, Mumbai-400016 through its Office bearers viz., (1) Capt. M .S .Viridi, the Chairman, (2) Mr. Kumar Darira, the Secretary, (3) Dr. Rajesh Gokani, the Treasurer, being the authorized signatories, in pursuance to the resolution passed at the special general body meetings of the members of the society held on [●] (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), acting as a **Confirming Party**, of the **THIRD PART**.

The Society, the Member(s) and the Developer are individually referred to as “**Party**” and collectively referred to as “**Parties**”.

WHEREAS:

- (A) The Society is the absolute owner of and as such is seized and possessed of all that piece and parcel of land bearing C.S. No 1/1231 and C.S. No 1/1230 and 2/1230 and Final Plot No 565 of Town Planning Scheme III of Mahim Division, admeasuring 14,600.45 square meters, situate, lying and being at Mahim, junction of MMC Road No 2 and Mori Road, District Mumbai City, Mumbai – 400 016 (“**Land**”) together with 20 (twenty) residential buildings comprising of ground plus 3 (three) upper floors divided into 32 (thirty-two) wings (“**Buildings**”) consisting of consisting of 267 (two hundred and sixty-seven) residential flats, 12 (twelve) covered garages and 17 (seventeen) commercial shops (including 3 (three) shops used as post office). The Land is more particularly described in the **First Schedule** hereunder written and is delineated in RED colour boundary line on the plan annexed hereto as **Annexure 1**. The Land and the Buildings are collectively referred to as the “**Property**”.
- (B) Each member of the Society, by virtue of his / her / their shareholding in the share capital of the Society, is entitled to use and occupy a self-contained [residential unit / shop and garage] in the Building.
- (C) The Member(s) is/are the absolute owner(s) of [●] shares of the Society held under Share Certificate No [●] and bearing distinctive numbers [●] to [●] (“**Shares**”). Incidental to the ownership of the Shares, the Member(s) is/are entitled to occupy flat bearing No [●] admeasuring [●] square feet carpet area and [1 (one) garage being garage No [●] admeasuring [●] square feet built-up area] in Building No [●], Wing [●] constructed on the Land (“**Existing Flat**”). The Shares and the Existing Flat are hereinafter collectively referred to as the “**Existing Premises**”.

- (D) By and under a Re-Development Agreement dated [●] executed by the Society in favour of the Developer, registered with the office of Sub-Registrar of Assurances at [●], under Registration No [●] of 2025 (“**Development Agreement**”), the Society has granted development rights unto and in favour of the Developer to undertake redevelopment of the Property by demolishing the Buildings and by constructing and erecting new buildings / structures known as ‘[●]’ on the Land *inter alia* for rehousing free of cost all or any of the members of the Society (“**New Buildings**”).
- (E) Pursuant to execution of the Development Agreement, the Developer has obtained and received the necessary Intimation of Disapproval (“**IOD**”) from the Municipal Corporation of Greater Mumbai (“**MCGM**”) as on [●] bearing No [●]. A copy of the said IOD is annexed hereto as **Annexure 2**.
- (F) As agreed under the Development Agreement, the Developer has addressed to the Member(s) a Letter dated [●], requesting delivery of quiet, vacant and peaceful possession of the Existing Premises by [●]. Accordingly, the Member(s) is/are ready and willing to handover quiet, vacant, peaceful and physical possession of the Existing Premises in terms of the aforesaid Letter dated [●].
- (G) In furtherance of the Development Agreement, each member of the Society, including the Member(s) herein, is executing with the Developer and with the Society as a confirming party, an agreement for permanent alternate accommodation for re-allotment of a premises in the New Building, in lieu of the Existing Flat occupied by such Member(s) in the Building.
- (H) The Parties are now executing this Agreement to record the terms of their understanding pertaining to re-allotment by the Society in favour of the Member, of a self-contained [residential] tenement in the New Buildings to be developed by the Developer in terms of the Development Agreement.

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

- 1 The Parties declare and confirm that all the recitals of this Agreement shall form an integral part hereof and shall be read accordingly.
- 2 All capitalized terms used and not defined in this Agreement shall have the same meaning as ascribed to them in the Development Agreement and shall be construed as such.
- 3 In lieu of the Member(s) agreeing to participate in the redevelopment of the Property in accordance with the terms and conditions of the Development Agreement and by virtue of the ownership of the Shares by the Member(s) and the Member(s) agreeing to hand over quiet, vacant, peaceful and physical possession of the Existing Premises to the Developer free from all Encumbrances and Litigations, the Developer, with the confirmation of the Society, hereby allocated to the Member(s), 1 (one) [residential] apartment bearing No [●] admeasuring in the aggregate [●] square feet Carpet Area on the [●] floor of the [●] Wing of the New Buildings (“**New Apartment**”) together with 2 (two) [covered] surface car parking spaces (“**New Car Parking Spaces**”). The New Apartment and New Car Parking Spaces are more particularly described in the **Second Schedule** hereunder written. The New Apartment is delineated in **RED** colour on a copy of the layout plan annexed hereto as **Annexure 2**. The New Apartment and the New Car Parking Spaces are hereinafter collectively referred to as the “**New Premises**”. The Developer further acknowledges that for the benefit of the Member, the Developer has agreed to provide within the New Apartment, the fitting and fixture as set out in **Annexure 3** hereto. The extract of the Allocation Chart reflecting the details of the New Premises allotted to the Member(s) herein is annexed hereto and marked as **Annexure 4**.
- 4 In respect of and/or in relation to the fitting and fixture and Amenities and Facilities mentioned in **Annexure 5** hereto and **Annexure 6** (as per the Development Agreement), it is agreed by the Member(s) that, (i) all natural materials that form a part of the Amenities and Facilities, fixtures and fittings, including, marble, granite,

etc., contain veins and grains with tonality differences, and their non-conformity, natural discoloration, or tonal differences / variations at the time of installation will be unavoidable; (ii) they would have standard warranties provided by the manufacturer only, and accordingly any defect in any such Amenities and Facilities, infrastructure, facilities, equipment, appliances, electronic items, etc., and/or the installation thereof, shall be rectified solely in accordance with the warranties provided by the system / equipment installer / manufacturer; (iii) beyond manufacturer warranties, comprehensive / non-comprehensive annual maintenance contracts shall be obtained by the Member(s) and/or the Society, as the case may be; and (iv) the Amenities and Facilities shall be maintained, serviced and repaired by authorized third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc., and if the same are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.

- 5 It is further confirmed that the Member/s has/have been allocated the New Premises as stated herein, by virtue of their pre-existing membership and shareholding in the Society, his/her/their pre-existing interest in capital and property of the Society, and in lieu of the Existing Flat/s (since demolished as hereinbefore recited). Accordingly, on and from the date of the allocation thereof and at all times hereafter, the Shares will now be solely and exclusively attributable to the New Premises.
- 6 The Developer shall complete the construction of the Society Component, obtain occupation certificate in respect of the same and offer the possession of the New Premises to the Member(s) within a period of 36 (thirty-six) months from the Handover Date i.e., the date on which the Society hands over quiet, vacant, peaceful and physical possession of the Property to the Developer. In the event the Developer is unable to complete the construction of the Society Component and obtain occupation certificate in respect of the same within the aforesaid period of 36 (thirty-six) months, then the Developer shall be entitled to a grace period of 12 (twelve) months without reference to the Society and in the event the Developer is unable to complete the construction of the Society Component within the aforesaid grace period of 12 (twelve) months, then the Developer shall be entitled to a final grace period of 12 (months) without reference to the Society (hereinafter referred to as the “**Completion Date**”). In the event, the Developer fails to hand over the possession of the New Premises to the Member(s) after obtaining occupation certificate of the same on or before the Completion Date, then without prejudice to the rights of the Member(s) under the Applicable Law, the amount of Monthly Hardship Allowance payable by the Developer to the Member(s) shall stand escalated by 10% (ten percent) in addition to the escalation as mentioned in this Agreement.
- 7 Payment of Hardship Allowance, Monthly Hardship Allowance, Brokerage, Shifting Charges, etc.
 - 7.1 As per the terms set out and agreed upon in the Development Agreement, the Developer has paid / shall pay to the Member(s) a sum of INR [●] (Indian Rupees [●]) towards Hardship Allowance in the following manner:
 - 7.1.1 An amount of INR [●] (Indian Rupees [●]) being 20% (twenty percent) of the Hardship Allowance has been paid by the Developer to the Member(s) upon execution and registration of the Development Agreement (the payment and receipt whereof the Member(s) do/doth hereby admit(s) and acknowledge(s) and of and from thereof and every part thereof doth hereby forever acquit(s) release(s) and discharge(s) the Developer); and
 - 7.1.2 The balance amount of INR [●] (Indian Rupees [●]) being 80% (eighty percent) of the Hardship Allowance shall be paid by the Developer to the Member(s) on the Handover Date i.e., the date on which the Society hands over quiet, vacant, peaceful and physical possession of the Property to the Developer.

7.2 Further, the Developer shall pay the Member(s) the following amounts in respect of the project and reallocation:

7.2.1 Monthly Hardship Allowance:

- (a) A sum of INR [●] (Indian Rupees [●]), payable on and from the Handover Date on a monthly basis, calculated on the basis of INR 176 (Indian Rupees One Hundred and Seventy-Six) per square feet of the Existing Carpet Area of the Existing Flat (“**Displacement Allowance**”), towards Member(s) securing temporary alternate accommodation, till the Possession Date.
- (b) The Displacement Allowance shall be escalated after every 12 (twelve) months from the Handover Date in the manner as more particularly set out in **Annexure 6**.
- (c) The Developer shall deposit the cheques with the Society / transfer money in advance through RTGS and/or NEFT or any other mode to the Member(s) towards Displacement Allowance on 3rd day of each month from the Handover Date. The Society shall be responsible for the purpose of handing over the cheques to the Member(s) without any reference or recourse to the Developer.
- (d) The Developer shall, as and by way of security, deposit with the Society undated cheques for an amount equivalent to 12 (twelve) months’ Monthly Hardship Allowance payable by the Developer to the Member(s). In the event there is any default on part of the Developer in transferring the Monthly Hardship Allowance to the Member(s) in accordance with this Agreement, then the Member(s) shall be entitled to encash such undated cheques only to the extent of the Monthly Hardship Allowance due and payable by the Developer. The Society shall be responsible for the purpose of handing over the cheques to the relevant Member(s) without any reference or recourse to the Developer.
- (e) The obligation of the Developer to pay the Monthly Hardship Allowance shall be a continuing obligation until the Possession Date. In the event, the Developer fails to pay to the Member(s), the Monthly Hardship Allowance as envisaged herein, the Developer shall be liable to pay interest at the rate of 18% per annum from the date of default till the date of actual payment and realisation thereof. It is clarified that the Developer shall not stop the payment of the Monthly Hardship Allowance to the Member(s) until the Possession Date.

7.2.2 Brokerage:

The Developer shall, on the Handover Date, pay to the Member(s) a one-time amount of INR [●] (Indian Rupees [●]) i.e., one month’s Displacement Allowance (“**Brokerage**”), towards reimbursement of brokerage charges incurred by the Member(s) for availing the temporary alternate accommodation.

7.2.3 Shifting Charges:

- (a) The Developer shall pay to Member(s) an amount of INR 1,50,000 (Rupees One Lakh and Fifty Thousand) as shifting and re-shifting allowance (“**Shifting Charges**”) in the following manner:
 - (i) 50% (fifty percent) of the Shifting Charges i.e., INR 75,000 (Indian Rupees Seventy-Five Thousand) shall be paid by the Developer to the Member(s) on the Handover Date; and

- (ii) Balance 50% (fifty per cent) of the Shifting Charges, i.e., INR 75,000 (Indian Rupees Seventy-Five Thousand) shall be paid by the Developer to the Member(s) upon the Member(s) executing the no-objection certificate / letters as prescribed by MHADA for the purpose of obtaining occupation certificate as mentioned in the Development Agreement.

7.2.4 Execution Expenses

The Developer shall pay a one-time amount of INR 5,000 (Indian Rupees Five Thousand) to the Member(s) on the Handover Date towards stamp duty and registration charges to be paid on the leave and license agreement to be executed by the Member(s) in respect of their temporary accommodation.

- 8 The Developer shall be entitled to carry out such necessary amendments / modifications to the building plans in respect of the New Buildings and/or the Project as it may deem fit provided that such amendments / modifications , shall not change the location, configuration and orientation and/or reduce the Carpet Area of the New Apartment. It is clarified that while the Developer shall be entitled to change the location and increase the scope of the Amenities and Facilities and the Common Areas, the Developer shall not reduce the scope of such Amenities and Facilities and Common Areas. The Member(s) agree(s) and undertake(s) to extend necessary cooperation as may be required by the Developer in this regard.
- 9 At any time after the execution and registration of this Agreement, the Developer shall issue a written letter to the Society requiring the Society to handover possession of the Property to the Developer ("**Vacating Notice**"), which in turn the Society shall send to the Member(s), calling upon the Members(s) to hand over quiet, vacant, peaceful and physical possession of the Existing Flat to the Society. The Member(s) shall, within a period of 60 (sixty) days from the date of receipt of the Vacating Notice, vacate the Existing Flat and hand over quiet, vacant, peaceful and physical possession of the Existing Flat to the Society which in turn shall forthwith hand over possession of the Existing Flat to the Developer in accordance with the terms of the Development Agreement.
- 10 The Member(s) hereby represent(s), declare(s), covenant(s) and warrant(s) unto the Developers that:
 - 10.1 The Member(s) has/have clear, free and marketable title to Existing Premises free from all or any Encumbrances of whatsoever nature and is the absolute owner thereof and that no other person or persons has / have any right, title, interest, claim or demand of any nature whatsoever into or upon the same by way of sale, lien, mortgage, charge, bequest, gift, trust, tenancy, lease, leave and license or otherwise.
 - 10.2 The Member(s) is/are in continuous, exclusive and uninterrupted possession of the same, and no other person or persons has or have any right or entitlement of whatsoever in respect of the same.
 - 10.3 The Member(s) has/have full power, absolute right and authority to enter into this Agreement and handover quiet, vacant, peaceful and physical possession of the Existing Flat to the Developer in the manner hereby envisaged.
 - 10.4 No Litigations, enquiries, suits, proceedings or arbitrations have been initiated under any Applicable Laws for the time being in force and/or are pending before any person, court, authority or tribunal pertaining to the Existing Premises or any part thereof nor has the Member(s) received or been served with any order, decree, order of attachment before or after judgment, writ of summons from any Court of law or other judicial authorities nor has the Member(s) received or been or served with any notice, circular, notification or otherwise from any person or persons, authority or authorities of Government, Semi-Government, public or local bodies pertaining to the Existing Premises. No claim and/or demand, of any nature whatsoever into, upon or in respect of the Existing Premises or any part thereof has

been made or threatened to be made by any Person(s) and/or entities.

- 10.5 No notice or proceeding under the Income Tax Act, 1961 is initiated and/or pending against the Member(s) and/or in respect of the Existing Premises, and there are no orders of attachment of any nature issued by any statutory authority/ies. Further, there are no government tax, liabilities or claims against the Existing Premises.
- 10.6 The Member(s) has/have duly complied with, observed and performed all the rules and regulations and bye-laws of the Society and all other Applicable Laws pertaining to the Existing Premises.
- 10.7 Neither the Member(s) nor anyone on his/her/their behalf has/have entered into any commitment or arrangement or understanding of any nature with any other person or party creating any right, interest or Encumbrances of any nature in respect of the Existing Premises and/or any part thereof including executing an agreement and/or power of attorney authorizing anybody to sell the Existing Premises or received any token, deposit, earnest money or advance money or any other consideration from any Person/s.
- 10.8 None of the prior title deeds or documents related to the title of the Existing Premises have been challenged by anyone till date. There are no claims or demands made by any predecessors in title of the said Existing Premises regarding unpaid consideration and/or any outstanding amounts.
- 10.9 No claims have been received by the Member(s) from any third party claiming an interest or share or right or title in the Existing Premises or any part thereof nor any such subsisting interest or share or right or title has been created by the Member(s) or any third party.
- 10.10 No notice, letter or correspondence has been received from any authority including without limitation the Collector of Stamps, the registration authorities, etc., in respect of any of the title documents in respect of the Existing Premises not being duly stamped and registered and/or in respect of any claims, arrears, demands, etc., towards stamp duty and/or registration charges in respect of any of the title documents in respect of the Existing Premises.
- 10.11 The Member(s) is/are in possession of the original title deeds and documents in respect of the Existing Premises and that the Member(s) has/have not deposited the same with any person and/or any bank or financial institution as security or to avail any financial assistance or otherwise.
- 10.12 The Member(s) confirm(s) that pursuant to the resolutions passed by the Society during the general body meeting held on [●] and on [●], the Developer has been appointed as the developer of the Property on mutually agreed commercial terms and the Member(s) ratifies the aforesaid appointment and the execution of the Development Agreement by the Society favour of the Developer.
- 10.13 The Member(s) shall pay all outgoing bills and utility charges including electricity, water charges etc. payable in respect of the Existing Premises for the period prior to the Handover Date.
- 10.14 The Developer shall be responsible for payment of all the rates, cesses, taxes, land under construction charges and other outgoing in respect of the Property and all the costs and expenses incurred during the course of constructions such as electricity charges, water taxes and all such incidental expenses, until the Possession Date. However, on and from the Possession Date, the Member(s) shall be solely and exclusively liable to bear and pay of all taxes, maintenance charges, outgoings, statutory and non-statutory liabilities, utility charges, etc. in respect of the New Premises.
- 10.15 The Member(s) shall further be liable to pay to the Society in respect of the New Premises, such taxes, outgoings and maintenance charges as may be determined by the Society, which the Member(s) shall pay without any demur or protest.

- 10.16 In the event any disputes, or differences, arise *inter se* between the Society and the Member(s) or between the Member(s) and other Members of the Society *inter-se*, the Society and its Members shall settle such disputes, or differences between themselves, without involving the Developer, and without in any manner affecting the development of the Property and the Project.
- 11 The Developer represents, warrants and declares to the Society and to the Member(s) as under:
- 11.1 The Developer declares, represents and confirms that the Developer has obtained the necessary permissions from MCGM and other concerned authorities and local bodies for the demolition of the Buildings.
- 11.2 The Developer shall complete the entire process of redevelopment of the Property by demolishing the Buildings and by constructing and erecting the New Buildings on the Land *inter alia* for rehousing free of cost the Members of the Society, within the time period as set out in the Development Agreement or within such further period as may be granted by the Society to the Developer for such purpose and shall handover possession of the New Flat to the Member, as agreed upon hereunder, without any recourse to title.
- 11.3 The Developer shall not change the area, location, orientation, configuration and/or any other aspect of the New Premises, as shown in the plan annexed hereto, unless prior written consent of the Member(s) is obtained.
- 11.4 The Developer has full power, absolute right and authority to enter into this Agreement and the execution and delivery of this Agreement by the Developer does not violate any law, rule, regulation or order applicable to it or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which the Developer is a party or which are applicable to the Developer.
- 11.5 The Developer shall not create any Encumbrances on the New Premises to be handed over to the Member(s) in accordance with the terms and conditions contained in the Development Agreement and this Agreement.
- 11.6 Nothing stated in this Agreement or during the course of the redevelopment shall affect the rights of Member(s) as a Member(s) of the Society.
- 12 Prior to the Possession Date (*as defined below*), the Society shall collect from the Member(s) an amount equivalent to 3 (three) months of maintenance charges in respect of the New Premises.
- 13 The Member(s) agree(s) and undertake(s) that, in the event any sums of money are payable by a Member(s) to the Developer as per the terms of this Agreement, then the Developer shall be at liberty to adjust all such sums against the payment of the Hardship Allowance and/or the any other amounts payable by the Developer to the Member(s) under this Agreement. The Member(s) further agree(s) and undertake(s) that in the event any amount payable by the Member(s) to the Developer is more than the amount of Hardship Allowance and/or other amounts coming to the share of the Member, then such amount shall be paid by the Member(s) to the Developer on or before the Possession Date failing which the Developer shall be entitled to withhold handover of possession of the New Premises to the Member.
- 14 **POSSESSION**
- 14.1 Upon completion of such construction and the occupation certificate in respect of the apartment comprised in the Society Component being issued by MCGM, the Developer shall address a notice, along with a copy of such occupation certificate, in writing to the Society, under which the Developer shall offer to the Society, quiet, vacant and peaceful possession thereof, with the Amenities and Facilities ("**Possession Notice**"). Upon receipt of the Possession Notice, the Society shall be

entitled to inspect the premises comprised in the Society Component along with PMC and shall certify that the Society Component is ready ("**PMC Certification**") within a period of 14 (fourteen) days from the Possession Notice. In the event the Society does not complete the aforesaid inspection, it will be deemed that the Society is ready for occupation and possession the date on which the aforesaid period of 14 (fourteen) days expires shall be deemed to be the date of PMC Certification. In the event if the Society identifies any defect in Society Component and/or in the New Building/s, then the Developer shall forthwith take steps to rectify the same and intimate the Society of the steps taken by the Developer. In the event if the PMC identifies any structural defects or any issues in any of the premises comprised in the Society Component on account whereof the premises is inhabitable, then in such an event the Developer shall rectify such defects at its own costs. Once PMC has certified that the Society Component is ready in all aspects and can be occupied, then the Society shall forthwith communicate the same to the Member(s) and cause such the Member(s) to take quiet, vacant, and peaceful possession of the New Premises within a period of 30 (thirty) days from the date of PMC Certification ("**Possession Date**").

- 14.2 It is agreed that during the inspection if it is found that there is increase in the Carpet Area to be provided to the Member(s) as set out in the Area Statement such that there is a variation of more than 5% in the Carpet Area set out in the Area Statement, then the Member(s) shall be liable to pay an amount as may be mutually agreed between the Parties hereto for the per square foot of the increased Carpet Area over and above 5% to the Developer. It is clarified that the Member(s) shall not be required to pay any amount to the Developer in case of variation up to 5% of the Carpet Area set out in the Area Statement. The Parties agree that the aforesaid amounts shall be adjusted from and out of the Hardship Allowance payable by the Developer in accordance with the Development Agreement. The Carpet Area of the New Apartment shall not reduce / decrease beyond 1% of the Carpet Area as set out in Area Statement. If there is any reduction in the Carpet Area beyond 1% of the Carpet Area to be provided to the Member(s) as set out in the Area Statement then the Developer shall be liable to pay the amount as may be mutually agreed between the Parties hereto for per square foot of the decrease / reduction in Carpet Area to the Member(s) on or before the Member(s) accepting possession of the New Premises.
- 14.3 Upon the Member(s) approaching the Developer to take possession of the New Premises, the Developer upon receipt of all the payments due and payable by the Member(s) to the Developer or simultaneously making all amounts due and payable to the Member(s), shall execute possession letters and/or such deeds, documents and writings as required under applicable law, with the Member(s) at the time of handing over possession along with the keys of the New Premises and handover possession of the same to the Member.
- 14.4 Subject to the Developer having paid all amounts due and payable to the Member(s) before the Possession Date, the Member(s) shall be deemed to have taken possession of the New Premises on the date of the Possession Date.
- 14.5 It is clarified that on and from the Possession Date, Society and the Member(s) shall be solely and exclusively liable to bear and pay of all taxes, maintenance charges, outgoing, statutory and non-statutory liabilities, utility charges, etc. in respect of the Society Component and shall be responsible in respect of the maintenance, upkeep, security and preservation thereof, at its / their entire cost and liability in all respects.
- 14.6 In the event, if the Member(s) does not approach the Developer for taking possession of the New Premises in the manner as set out above, due to any reason whatsoever, the Developer shall be entitled (without being obliged) to handover possession and keys of the New Premises to the Society and the Society shall take possession of the New Premises. The Society shall thereupon be responsible for handing over possession and keys of the New Premises to the Member(s) and the Developer shall be then not responsible and/or liable for the same in any nature whatsoever.

- 15 If within a period of 5 (five) years from the Possession Date, the Member(s) brings to the notice of the Developer any structural defect in the New Premises allotted to the Member(s) and/or the New Buildings, then wherever possible, such defects shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects, then the Member(s) shall be entitled to receive compensation from the Developer. Provided that, if such structural defect is for reasons attributable to the Member(s), then the Developer shall not be obliged to rectify the same.
- 16 No failure on part of either Party to exercise, and no delay in exercising any rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right.
- 17 **DECLARATIONS BY THE MEMBER/S:**
- 17.1 The Member/s agree/s and undertake/s to co-operate with the Developer in the matter of construction of the New Buildings and the redevelopment of the Property and for that purpose to sign letters of no objection, undertaking, affidavit, declaration as and when required or demanded by the Developer or by statutory authorities or any other public body or Authority. The Member/s agree/s that he / she / they shall not personally or through servants or agents object or let or create any hindrance whatsoever for construction of the New Building on the Property.
- 17.2 The Member/s further agrees and undertakes that he / she / they shall not encroach upon ducts / service areas or any other part of the common areas of the New Buildings.
- 17.3 The Member/s agree/s and undertake/s to take possession of the New Premises on the Possession Date and accept physical possession of the duly completed New Premises in all respects, provided in the New Buildings.
- 17.4 It will be the responsibility of the Member/s to pay taxes and other outgoings and upkeep and maintain the New Premises from the Possession Date, irrespective of whether he / she / it chooses to occupy, use or possess the New Premises or not. The Member/s further agree/s that regardless of whether he / she / it takes possession or not, the Member/s shall be solely liable for any loss or damage that arises from the destruction, deterioration or decrease in value of the Members' New Flat/s and Members Car Parking Space/s and shall not hold the Developer liable for the same.
- 17.5 The Member(s) shall pay an amount equivalent to 3 (three) months of maintenance charges, which shall be utilised for maintenance of the New Buildings and Common Area, Amenities and Facilities, etc. It is agreed by the Member(s) that the aforesaid maintenance charges shall be promptly paid by him / her / them without any delay or demur on or before Possession Date.
- 17.6 The Developer shall not be required to pay any transfer fees to the Society for sale and transfer of Developer Premises and Developer Car Parking Spaces to purchasers, irrespective of the Developer accepting membership of the Society in respect of the unsold Developer Premises and Developer Car Parking Spaces.
- 17.7 The service area provided for servicing the electrical, plumbing and other utility services of kitchen and toilets shall be used for the purpose of such servicing only.
- 17.8 The Member(s) while carrying out any work in the New Premises shall ensure that the water proofing treatment provided by the Developer in the toilet, kitchen or any other area is not damaged. If while carrying out any such additional work, if the water proof base coat is damaged or any defect occurs and as a result thereof water is leaked into the any apartment adjoining or below the New Apartment and/or in any other Common Areas / Amenities and Facilities, then the Member(s) alone shall be responsible to rectify such defects at his / her / its own cost immediately after receiving communication from the Developer and/or from the Member(s) of such

apartment in whose apartment there is leakage. If the Member(s) fail(s) to carry out the work within a period of 7 (seven) days from the date of receiving communication about the leakage, the Developer and/or Member(s) of such apartment shall be entitled to enter the New Apartment and rectify the defect entirely at the costs of the Member(s) herein.

- 17.9 The Member(s) agree(s) and undertake(s) not to make any structural changes or alteration / modification in the New Premises, failing which the obligation of the Developer to repair / rectify any defect of any nature whatsoever, shall cease forthwith.
- 17.10 The Member(s) agree(s) and undertake(s) not to change the exterior, outside elevation, inside passages and staircases, or the color scheme of the New Buildings. The Member(s) further agree(s) not to put up grills outside the window of the New Apartment.
- 17.11 The Member(s) agree(s) and undertake(s) not to install air conditioner compressor or satellite dish on the external façade of the New Buildings save and except the services ducts or such other specifically designated areas as provided by the Developer for installation of air conditioner compressors and satellite dish.
- 17.12 The Member(s) agree(s) and undertake(s) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the New Buildings and/or the New Premises, save and except in the dry areas designated for the said purpose.
- 17.13 The Member(s) agree(s) and undertake(s) not to construct / erect any brick or masonry wall / partition / loft / mezzanine in the New Premises or to make any other structural additions or alterations of a temporary or permanent nature therein. In any event, any structural changes are strictly prohibited.
- 17.14 The Member(s) covenant(s) to maintain the New Premises, at the Member's own cost in good and tenantable condition from the Possession Date and shall not do or suffer to be done anything in the New Buildings, staircase or any passage in the New Buildings or alter or make additions to the New Premises or any part thereof which may be against Applicable Laws. In case of negligence of the Member, the Developer shall stand discharged of its liability and the Member(s) shall be responsible of all consequences thereof.
- 17.15 The Member(s) agree(s) and undertake(s) not to install / construct / erect water storage tank/s in the New Premises or store in the New Premises and/or the New Buildings any goods which are of hazardous, combustible or dangerous nature or are heavy so as to endanger the construction or structure of the New Buildings or storing of goods which is objected to under Applicable Laws.
- 17.16 The Member(s) agree(s) and undertakes to carry at his / her / their own cost all internal repairs (which are not attributable to defect in construction and/or otherwise reason attributable on the Developer) to the New Apartment and the Member(s) shall not do or suffer to be done anything in or to the New Buildings or the New Premises which may be against the Applicable Laws. In the event of the Member(s) committing any act of contravention of the above provision, the Member(s) shall be responsible and liable for the consequences thereof to the concerned authority.
- 17.17 The Member(s) shall not carry or cause to be carried heavy packages, which may damage or are likely to damage the lift, staircase, common passage or any portion of the New Buildings including the Common Areas. The Member(s) shall be liable in case any damage caused to the New Buildings or any other units on account of negligence or default on his / her / its part.
- 17.18 The Member(s) shall not to demolish or cause to be demolished the New Premises or any part thereof, nor at any time make and/or cause to be made any addition or

any alteration in the elevation and outside colour scheme of the New Buildings and shall keep the portion, sewers, drains, pipes in the New Premises and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the New Buildings and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. or other structural members in the New Premises and/or the New Buildings, without prior written permission of the Developer.

- 17.19 The Member(s) shall not throw dirt, rubbish, rags, garbage or any other refuse or permit the same to be thrown in the Common Areas and/or the New Buildings or any portion of the Property, adjoining property, etc.
- 17.20 [The Member(s) shall use the New Premises or any part thereof or permit the same to be used for only for residential purposes and shall use the New Car Parking Spaces allotted to him / her / it only for the purpose of keeping or parking his own vehicle and not for any other purpose.
- 17.21 The Member(s) shall observe and perform all bye-laws, rules and regulations that are adopted by the Society, regarding the occupation and use of the New Premises and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as decided by the committee of the Society.
- 17.22 The Member(s) is aware of the following and shall not raise any objection in respect thereof in future:
- 17.22.1 Subject to what is provided in the Development Agreement, and these presents and specifically clause 14.2 above, size of the New Apartment are adequate as required under applicable guidelines (with concessions); and
- 17.22.2 maneuvering space for car parking.
- 17.23 The Member/s shall not object or raise any claims for any minor variations in colour, size and design etc. of the tiles, marble, granite, stones, or any other equivalent construction material provided / used in the New Premises during construction and/or repairs / replacement which are beyond the control of the Developer, subject to the construction material used will be of equivalent quality.
- 17.24 The Member(s) shall be liable to bear and pay his / her / their own separate income-tax liabilities upon the income, consideration and benefits, including the New Premises received and to be received by him / her / it under and in pursuance of the re-development of the Property and the Development Agreement. Accordingly, neither the Society, nor the Developer, nor any of the other members, nor the allottees / purchasers / transferees of the Developer Premises and the Developer Car Parking Spaces (as defined and described in the Development Agreement), shall be liable to bear or pay any of the aforesaid liabilities of the Member/s.
- 17.25 The Member(s) hereby declare(s) and covenant(s) that the Developer shall, at all times, be entitled to install the logos and/or name boards and/or put-up advertisements boards / hoardings etc., of the Developer (hereinafter referred as “**Displays**”) with various devices (including but not limited to electronic, laser and neon signs) in one or more places in the New Buildings including, on open space/s, the terraces of the New Buildings and/or any parts of the New Buildings if it so desired at its own costs and expenses. The Developer will not be liable to make any payment of any nature to the Society and/or the occupants of the New Buildings in respect of such Displays. The Society and the Member(s) undertake(s) that they shall not remove the Displays as put up by the Developer, at any point of time including after [●] months from receipt of full occupancy certificate for the New Buildings, without the express written consent of the Developer. It is clarified that the Developer shall be at liberty to modify the Displays, subsequent to the receipt of part / full occupancy certificate for the New Buildings so that it captures the revised branding / logo of the Developer. The Displays shall only reflect / depict the name, brand, logo of the Developer and no other third party and also not permit the Developer to gain income therefrom.

- 17.26 The Society hereby confirms that the necessary resolutions in respect of the execution of this Agreement, have been duly passed at the Special / Annual General Body Meetings of the Society held from time to time, in accordance with the registered bye-laws of the Society, and with the express knowledge of the other members, and the consent and concurrence of a majority thereof.
- 17.27 The Member(s) shall bear and pay the applicable goods and services tax on the New Premises to the extent not payable by the Developer under the Development Agreement.
- 17.28 On and from the date on which the Developer obtained the Initial Approvals till the Possession Date, the Member(s) shall not be entitled to sell / transfer the New Premises and/or the Shares save and except in accordance with the terms and conditions as set out in the Development Agreement.
- 17.29 As required by the Income-Tax (Sixteenth Amendment) Rules, 1998:
- 17.29.1 The Society states that the Permanent Account Number allotted to it is _____. A copy of the Society's PAN Card is annexed hereto and marked **Annexure 7**.
- 17.29.2 The Member(s) states that the Permanent Account Number allotted to him / her / it is _____.
- 17.29.3 The Developer states that the Permanent Account Number allotted to it is _____.
- 17.30 It is expressly agreed by and between the Parties that the Member/s shall share the Common Areas and Amenities and Facilities provided by the Developer and facilities appurtenant to the New Premises with the other occupants of the Property.
- 17.31 The Society does hereby confirm and ratify the foregoing Agreement.
- 17.32 The Parties shall co-operate with each other for implementing the true intents of terms and conditions of this Agreement.
- 17.33 This Agreement shall be binding on the heirs, executors and administrators of the Member/s.
- 17.34 The original of these presents shall be held by the Member(s) and the copy thereof shall be provided to the Society and the Developer.
- 17.35 In case of death of the Member(s) herein during the redevelopment process, payments due to him / her by the Developer shall be paid to such legal heir/s of the deceased Member(s) or nominee/s who is / are admitted by the Society as the principal Member(s) in respect of the Existing Premises or the New Premises, as the case may be, in terms of the last made nomination / probated Will / registered release of rights by the heir/s of such Member. The name/s of such legal heir/s of the Member(s) shall be intimated by the Society in writing to the Developer.

18 **NOTICES**

- 18.1 Any notice or communication to be given under this Agreement shall be in writing and be sent to the address of the concerned Party as mentioned below, as varied by any prior written notice intimating a new/alternate address:

MEMBER

Address: [●]
 Email: [●]

DEVELOPER

Address: [●]
Kind Attn: [●]
Email: [●]

SOCIETY

Address: [●]
Email: [●]
Kind Attn: [●] (Hon. Chairman)
Email: [●]

Copy to: [●]
Email: [●]

Copy to: [●]
Email: [●]

- 18.2 All such notice or communication shall be served through registered post with acknowledgment due or through courier service of repute or through hand delivery, in all cases with due acknowledgment of receipt in writing. A copy of the aforesaid notice or communication shall also be sent via email to the address mentioned above.
- 18.3 A notice shall be considered to have been duly served upon the other Party on the date on which it is actually received by the other Party through registered post, email, or hand delivery, or the delivery of the same is refused by the other Party.
- 18.4 Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 5 days prior written notice.

19 INDEMNITY

- 19.1 The Developer hereby indemnifies the Member(s) from and against any and all claims, demands, suits, actions, proceedings, losses, expenses and costs (including all legal costs and expenses), penalties and fines (including any penalties and fines levied by any governmental department), and damages demanded, made, taken, brought, instituted, filed, levied, suffered, sustained and/or incurred by the Member(s) arising out of, by reason of, incidental to non-completion of construction of the New Premises by the Developer in the manner provided in this Agreement.
- 19.2 The Society and the Member(s) hereby unconditionally and irrevocably indemnify and agree to jointly and severally keep indemnified and hold harmless the Developer from and against any and all claims, demands, suits, actions, proceedings, , expenses and costs (including all legal costs and expenses), penalties and fines made, taken, brought, instituted, filed, levied, suffered, sustained and/or incurred or that may from time to time be made, taken, brought, instituted, filed, levied against, suffered, sustained and/or incurred by the Developer arising out of, by reason of breach by the Society and/or the Member(s) of the terms, conditions, covenants and obligations mentioned herein; and/or breach of any provisions of Applicable Laws on part of the Society and/or the Member and/or defect in title of the Society to the Property and/or defect in title of the Member(s)to the Existing Premises.

20 The stamp duty and registration charges on this Agreement shall be borne and paid by the Developer.

21 DISPUTE RESOLUTION, ARBITRATION AND JURISDICTION

21.1 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation or breach, between the Parties, then the Parties shall attempt to

resolve the same in good faith, failing which such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996, as in force on the date hereof or any subsequent amendment thereof. The arbitration shall be conducted by a sole arbitrator mutually appointed by both the Parties. The seat and venue of arbitration shall be at Mumbai and the language of the arbitration proceedings shall be English. The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.

- 21.2 This Agreement shall be interpreted and governed in all respects by the laws of India and the courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.
- 21.3 In case of any dispute arising between the Member(s) and the Developer, this Agreement shall prevail and be binding on all parties hereto.
- 22 Any additions, deletions, amendments, alterations and/or modifications of or to any of the terms, conditions, covenants, stipulations and provisions hereof, shall be valid, effective and binding on the Parties hereto, only if the same are recorded in writing and are duly signed and executed by the Parties.
- 23 No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and duly signed by the party purporting to give the same, and unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
- 24 If any provision in this Agreement becomes invalid or illegal or adjudged unenforceable, the provision shall be deemed to have been severed from this Agreement and the remaining provisions of this Agreement shall not, so far as possible, be affected by the severance.

FIRST SCHEDULE

[Description of the Land]

All those pieces and parcels of lands bearing C.S. No 1/1231 and C.S. No 1/1230 and 2/1230 and Final Plot No 565 of Town Planning Scheme III of Mahim Division, admeasuring 14,600.45 square meters, situate, lying and being at Mahim, junction of MMC Road No 2 and Mori Road, District Mumbai City, Mumbai – 400 016 and bounded as under:

On and towards North :

On and towards East :

On and towards West :

On and towards South :

SECOND SCHEDULE

[Description of the New Premises]

[]

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

SIGNED AND DELIVERED)
By the withinnamed **MEMBER(S)**)
[•])

In the presence of ...)

1.

2.

SIGNED AND DELIVERED FOR AND ON BEHALF OF)
The withinnamed **DEVELOPER**)
TEN X REALTY WEST LIMITED)
Through the hands of its director /authorized signatory)
_____)

In the presence of ...)

1.

2.

SIGNED AND DELIVERED FOR AND ON BEHALF OF)
The withinnamed **SOCIETY**)
KUMARI JETHI T SIPAHIMALANI CO-OPERATIVE)
HOUSING SOCIETY LIMITED)
Through the hands of its authorized signatory)
_____)

In the presence of ...)

1.

2.

ANNEXURES

ANNEXURE 9**FITTINGS AND FIXTURES**

Civil Work (Civil, Plumbing)		
Sr. No.	Materials	Make
1	Cement (43/53 Grade)	Ultra-Tech Cement, ACC Cement, Ambuja Cement
2	Structural Steel	Secondary steel (Rolling mill) (IS-800-2007)
3	TMT Steel	Bhagwati/MITC/Guardian/Sangam (Thermax process) (Re-rolled) – Fe-500 (IS-1786-2008)
4	Plasticiser	Fosroc, SIKA, MC-Bauchemic
5	Waterproofing Compound	Fosroc, MC-Bauchemic, Grace
6	Waterproofing Polymer	Fosroc, Sunanda
7	Waterproof Cement Paint	Super Snowcem
8	Hardware	Hafele, Yale
9	Glazing	Float Glass of Modifloat, Asahi, St Gobain
10	Red Oxide	Asian Paints, Berger, Dulux
11	Paints & Distempers	Asian Paints, Berger, Dulux
12	Hardener	Fosroc, SIKA, MC-Bauchemic
13	Aluminium doors, doors, windows, partitions etc.	Jindal, Geeta (Double Glazed Windows)
14	Rolling shutters & grills	Swastik
15	G.I. Pipe	Tata/ Jindal Hissar
16	Paver blocks	Super tiles
17	Chequered Tiles	Super tiles, NITCO
18	Block Masonry	Godrej/ Ultratech
19	Polycarbonate Sheet	G.E. Plastic
20	Fly Ash	Tata, Dirk, Ashtech
21	Non shrinkage grout	Fosroc, MC-Bauchemic, ACC
22	Flush & Panel Doors-ISI mark	Greenlam (Marine grade), Kalpatru , Shreeji
23	F.R.P. Doors	Advance Marketing
24	PVC Pipes	Astral, Prince
25	SW Pipes	Finolex, Prince
26	Vitrified Tiles	Somany, Kajaria, Simpolo (Size – 8 X 4)
27	White / Coloured Glazed Tiles	Somany, Kajaria, Simpolo (Size – 8 X 4)
28	Precast RCC Inspection Chamber Covers	FRP Manhole Covers or Metal, Pratibha Industries
29	LA Class Pipes:	
	a) With rubber gasket (Tyton Joints)	IISCI/ Electro steel Casting, NECO
	b) With Lead Caulked Joints Steel	IISCO/ Kesoram/ Visveswarrayya/ NECO
	c) With flanged joints	IISCO/ Bhadravata/ Baroda Rolling Mills BRM/ Premier/ Elctro Steel Casting/ NECO
	d) With screwed on flanged joints	BRM/ General Tubes (Hawa)/ NECO
30	C P fittings	Grohe, Kohler American standard
31	Glass Mosaic Tiles	Palladio
32	Water Meter	Kranti/ Kamstrup/ Dashmes
33	Sanitary Wares	Kohler / Toto / Duravit / American standard
34	GI Fittings	Kirti
35	GM Valve Ball (Float Valves)	ATAM, ZOLOTO, NVR

36	Water, Sewage & Fire Pump	Kirloskar, BEST, Crompton
37	CINR Valves	Kirloskar, Lehry
38	PVC Pipes	Astral, Prince
39	Kitchen Platform	Granite

Electrical Work		
Sr. No.	Materials	Make
1	Pump	GRUNDFOSS/ KIRLOSKAR / Crompton
2	Motor	Kirloskar/Siemens/GEC-Alstom
3	Ring Main Unit/HT Switches & Fuse Unit	SIEMENS/SCHNIDER /L&T HUPHEN
4	C.T./P.T.	Kappa/ AE/ Rishab KAPPA/L&T/AREVA
5	Auto Transformer Starter	L&T/ SCHNIDER/ SEIMENS
6	Tri-vector Meter	SIMENS/SCHNIDER/Genus
7	Measuring Instruments	Fujitech / L & T / AE
8	Current Transformer	Reco / A.E./ Indcoil
9	PVC Conduits, PVC Pipes	PRECISION / POLYCAB/ ASTRAL
10	HDPE Pipes	Duke, Dolphin, Kunststoffe
11	Ceiling /Table Fans / Air Circulators	Atomberg, CROMPTON, BAJAJ
12	G.O.D. Switches & Dropout Fuse Outfit	Siemens/ Schneider/ Legrand/ ABB/ L&T
13	Sluice Valve	Flomac / Georg Fischer / Plumber Star
14	Butterfly Valve	Danfoss / Honeywell / Belimo
15	Lugs	Dowells / Polycab / Braco
16	C.I. Pipes	NECO/Jindal
17	Chlorinator	Ion exchange
18	Motor Protection Relay	Alstom/ L & T/ ABB
19	11 K.V. Cable/22 KV Cable	Polycab/ KEI / Apar
20	Feeder Pillar/Mini Piller	As Per Maha vitaran Approved vendor list or equivalent
21	Transformer	Siemens, Kirloskar, Schneider
22	L.T. Cable	Polycab / RR Kabel
23	MCB & MCB DB	Legrand/ L&T/ ABB/ Siemens/ Schneider
24	ELCB	Legrand/ L&T/ ABB/ Siemens/ Schneider

Electrical Work		
25	PVC Wires, Copper Aluminium Conductor, Flexible Cables	Polycab / RR Kabel / Finolex
26	HRC Fuse	Schneider /Siemens /L & T/ ABB
27	Fuse Switches/ SW Fuse	Schneider /Siemens /L & T/ ABB
28	Switches/sockets	Legrand (Mylink) / MK
29	Cable Glands	Comet/Polycab/Braco
30	HC Fuse Distribution Board	Legrand /L&T/ Havells/ Schneider/ Siemens
31	Air/Oil Circuit Breakers (HT/LT)	Schneider /Siemens /L & T/Legrand
32	Energy Meters	Elmeasure / Newtek
33	Capacitor	Apcos/Siemens/ L & T
34	Steel Tubular Poles	Jindal Steel / Tata
35	GI Pipes/Poles	Jindal Steel / Tata
36	Terminal Box, Bracket, Junction Box, Control Pillar	LEGRAND / MK /
37	Street Light Luminaires	Phillips / Osram
38	Chokes/Igniters	Philips /Wipro/Bajaj/Havells
39	Power Contractors	SIEMENS/SCHNEIDER./L&T
40	Lamps	Philips/ Osram/ G.E.
41	Rotary/Select or Switches	L & T / Siemens/ Cutler Hammer
42	Post Top Lantern	Philips /Wipro
43	Street Light Controller/ Timer	L&T/ Vorlane/ MIC/ VIN
44	Alternators	STAMFORD/Bosch/Kirloskar
45	Diesel Engines	Kirloskar, Cummins, Cater Pillar
46	Flow Meters	Fluitec / Automatic Electric / Meco
47	Cable Joint Kit	RAYCHEM/ REPL/3AMP
48	Elevators	Mitsubishi / Schindler / Kone

Note: An Equivalent make/brand will be considered if the specified make or brand is unavailable.

ANNEXURE 10 – HARDSHIP ALLOWANCE

A. MONTHLY HARDSHIP ALLOWANCE:

RESIDENTIAL FLATS

- Rs. 176/- (Rupees One Hundred and Seventy Six only) per sq. ft. per month on existing carpet area of flats (including balcony) from the Handover date till the Possession Date.
- There will be annual escalation of 5% on Monthly Hardship Allowance effective after 12 months from the Handover date till the Possession Date.
- There will be no Monthly Hardship Allowance paid for any period for Society Occupied Flat i.e. Society Office – Flat No. 16A/2.

SHOPS

- Rs. 250/- (Rupees Two Hundred and Fifty only) per sq. ft. per month on existing carpet area of the Shops to the Tenants from the Handover date till the Possession Date.
- Monthly Hardship Allowance of Rs. 250/- (Rupees Two Hundred and Fifty only) per sq. ft. per month on existing carpet area for Shop No. 11 i.e. Society Occupied Shop paid to the Society from the Handover date till the Possession Date.
- There will be no escalation of the Monthly Hardship Allowance to the Shops.
- If any shop is given temporary accommodation at the site, no Monthly Hardship Allowance will be paid to such Shops.
- There will be no Monthly Hardship Allowance paid for any period for Library i.e. Society Occupied Shop and Post Office (Shop No. 1, Shop No. 2 and Shop No. 3).

B. HARDSHIP ALLOWANCE:

- Rs. 3000/- (Rupees Three Thousand only) per sq. ft. on existing carpet area of flats (including balcony) and Shops occupied by residential and non-residential/commercial members and Tenants.

RESIDENTIAL FLATS

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
1	1/1	SMT. GEETANJALI P. CHANDIRAMANI & SMT. NALINI M SAWNANI	714	4,28,515	17,14,059	21,42,574
2	1/2	MR. MANOJ R. THAKUR	720	4,31,873	17,27,493	21,59,366
3	1/3	SMT. ANJU THAKUR MALKANI	742	4,45,371	17,81,485	22,26,856
4	1/4	SHRI. RAM K. HARDASANI & SAVITA RAM HARDASANI	742	4,45,242	17,80,968	22,26,210
5	1/5	SHRI. DHARMU D. JASHNANI	735	4,40,850	17,63,402	22,04,252
6	1/6	SHRI MOHAN MANBODH SINGH	741	4,44,338	17,77,352	22,21,690
7	1/7	SHRI. DEVIDAS SAJNANI & SMT. VANITA D. SAJNANI	735	4,40,850	17,63,402	22,04,252
8	1/8	SHRI GUL MALAKANI	741	4,44,403	17,77,610	22,22,013
9	2/1	MISS AJANTHA PRAKASH RAO & SMT. SARABJIT PRAKASH RAO (A.MEM)	725	4,34,715	17,38,860	21,73,575
10	2/2	SMT. AMARJIT KAUR SURI	719	4,31,679	17,26,718	21,58,397
11	2/3	SHRI. PRAKASH V. RAO	743	4,45,953	17,83,810	22,29,763
12	2/4	DR. MRS.MANJARI M. SHINGNAPURKAR & DR. MAHENDRA	741	4,44,725	17,78,902	22,23,627
13	2/5	MRS.POOJA V. BALWANI.	741	4,44,596	17,78,385	22,22,981
14	2/6	MRS.POOJA V. BALWANI	741	4,44,338	17,77,352	22,21,690
15	2/7	SHRI.TAROON V. JAGTIANI	739	4,43,369	17,73,477	22,16,846
16	2/8	SHRI.BHAGWANDAS G. SAJNANI & SHRI NEERAJ B. SAJNANI	740	4,44,080	17,76,318	22,20,398

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
17	3/1	SHRI RAVI SHASTRI & DEEPIKA SORABJEE SMT. LAXMI SHASTRI (A. MEM.)	731	4,38,396	17,53,585	21,91,981
18	3/2	SMT. PRIYA V. JHAM	733	4,39,688	17,58,751	21,98,439
19	3/3	SHRI HARESH B. GIANCHANDANI	735	4,40,721	17,62,885	22,03,606
20	3/4	SHRI PRANAY V. JHAM	733	4,39,817	17,59,268	21,99,085
21	3/5	SMT. SHEILA K. SADARANGANI & SMT. JYOTI BHOJWANI	742	4,45,048	17,80,193	22,25,242
22	3/6	SHRI. KABIR G. SADARANGANI	738	4,42,852	17,71,410	22,14,262
23	3/7	SHRI AVINASH KHATANHAR	736	4,41,302	17,65,210	22,06,512
24	3/8	SMT.SWATI SUSHIL KUMAR MS.AVANTIKA VINOD DHANJANI & SHRI ANIL DHANJANI	735	4,41,173	17,64,693	22,05,867
25	4/1	SHRI HITESH GOPAL MIRANI, SHRI GOPAL V. MIRANI (ASSO.MEM.)	718	4,31,034	17,24,134	21,55,168
26	4/2	MR .AJAY D. MADNANI	722	4,33,229	17,32,918	21,66,147
27	4/3	SMT. MEENA ASHOK DARIRA	741	4,44,855	17,79,418	22,24,273
28	4/4	SMT. KAVITA G. CHANDIRAMANI SHRI VIJAY GULAB. CHANDIRAMANI	741	4,44,725	17,78,902	22,23,627
29	4/5	SHRI SUMEET A. LAL	732	4,39,300	17,57,201	21,96,502
30	4/6	SMT. PRIYA K. DASWANI	736	4,41,496	17,65,985	22,07,481
31	4/7	SMT. RADHIKA R. WALAWALKAR	738	4,43,046	17,72,185	22,15,231
32	4/8	SHRI SATISH V. POWAR	741	4,44,338	17,77,352	22,21,690
33	5/1	SHRI HEMANT D. LAKHIANI	721	4,32,325	17,29,301	21,61,626
34	5/2	SHRI PRAKASH P. LAKHIANI SMT. KRITI P. LAKHIANI (ASSO MEM)	718	4,30,517	17,22,068	21,52,585
35	5/3	DR.SHRI SURENDRA SINGNAPURKAR & SMT.DR.PRIYA S. SHINGNAPURKAR	737	4,42,207	17,68,827	22,11,033

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
36	5/4	MS.MEETALI DASGUPTA	734	4,40,592	17,62,368	22,02,960
37	5/5	SHRI VARUN R. JHAVERI	740	4,44,144	17,76,577	22,20,721
38	5/6	SHRI. MUKESH ISHWARLAL DASWANI & SMT. RITIKA M DASWANI	741	4,44,532	17,78,127	22,22,658
39	5/7	SMT. NIRMALA P. CHANDRAN	741	4,44,403	17,77,610	22,22,013
40	5/8	SMT. MEENAKSHI D.DURAPHE & SHRI DNYANESHWAR J. DURAPHE	739	4,43,240	17,72,960	22,16,200
41	6A/1	SHRI VITHALBHAI. D. CHOTALIA & SHRI VALLABHBHAI D CHOTALIA CHETANKUMAR CHOTALIA [ASSO MEM]	721	4,32,325	17,29,301	21,61,626
42	6A/2	MS. MEGHNA S. THAKUR	785	4,70,947	18,83,786	23,54,733
43	6A/3	SHRI JAGDISH CHAWLA	776	4,65,651	18,62,603	23,28,253
44	6A/4	SHRI RATNAKAR L. CHAWLA & SHRI LAXMAN G. CHAWLA	774	4,64,424	18,57,694	23,22,118
45	6A/5	SHRI AJIT MADHAV DALVI	779	4,67,524	18,70,094	23,37,618
46	6A/6	SHRI MOHIT ISHWAR DEVJANI	784	4,70,365	18,81,461	23,51,826
47	6A/7	SHRI RAMESH T. AMLANI & SMT. BEENA R AMLANI	773	4,63,971	18,55,886	23,19,857
48	6A/8	SHRI ASHOK G. KHIANI	780	4,68,234	18,72,936	23,41,170
49	6B/1	SHRI SUNNY M. LAKHIANI & SHRI HARESH M. LAKHIANI MOHAN V LAKHIANI [ASSO MEM]	698	4,18,569	16,74,276	20,92,845
50	6B/2	SHRI LALITH M. PAMNANI	726	4,35,554	17,42,218	21,77,772
51	6B/3	SMT. ANJU B. CHAINANI & SMT. POOJA B. CHANDELE	740	4,43,950	17,75,802	22,19,752
52	6B/4	SHRI MOTI TOLANI	705	4,23,154	16,92,617	21,15,772
53	6B/5	SMT. AMARJIT KAUR SURI	746	4,47,825	17,91,302	22,39,127
54	6B/6	SHRI RATAN A. BHAVNANI	700	4,19,990	16,79,959	20,99,949
55	6B/7	SHRI MANMOHAN SINGH SURI	739	4,43,369	17,73,477	22,16,846
56	6B/8	SMT. AMARJIT KAUR SURI, SHRI MANMOHAN SINGH SURI, SHRI BHAVNEET SINGH SURI	700	4,19,990	16,79,959	20,99,949

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
57	7/1	MR. HARESH KUMAR MOHAN LAKHIANI & VIDYA MOHAN LAKHIANI MR. MOHAN C.LAKHIANI (ASSO MEM.)	744	4,46,663	17,86,652	22,33,315
58	7/2	SHRI.HARVINDERSIGH V. GANDHI & SMT.NATASHA H. GANDHI	866	5,19,643	20,78,571	25,98,214
59	7/3	SHRI PRASAD V. ACHAREKAR	848	5,08,534	20,34,138	25,42,672
60	7/4	SMT. KAVITA S. SHARMA	923	5,53,937	22,15,748	27,69,685
61	7/5	SMT. REENA P. ACHAREKAR	826	4,95,488	19,81,954	24,77,442
62	7/6	SMT.BHAVNA M. UTTAMCHANDANI	923	5,53,872	22,15,490	27,69,362
63	7/7	MISS.HEERU D. BHOJWANI	793	4,75,919	19,03,678	23,79,597
64	7/8	SHRI JUGAL K. ASWANI & SMT. DISHA J. ASWANI	924	5,54,647	22,18,590	27,73,237
65	8/1	SMT.KANTA A. BHATIA SHRI ATMA S. BHATIA (ASSO. MEM.)	740	4,43,821	17,75,285	22,19,106
66	8/2	SHRI.SUDHIR WAGH SHRI.AVINASH R. WAGH (ASSO.MEM.)	865	5,19,062	20,76,246	25,95,308
67	8/3	SHRI. ASHOK K. MUKHI & JAIKISHAN MUKHI	778	4,67,071	18,68,286	23,35,357
68	8/4	SHRI.CHANDRU CHAWLA SMT.PREANA CHANDIRAMANI & SMT.KAVITA CHAWALA	905	5,42,764	21,71,056	27,13,820
69	8/5	SMT. KAMLA H. RAJANI RAJ H RAJANI [ASSO MEM]	805	4,82,959	19,31,837	24,14,796
70	8/6	KUMARI JETHI T. SIPAHIMALANI CHARITABLE TRUST	908	5,44,572	21,78,289	27,22,861
71	8/7	DR. RAJESH G. GOKANI & SMT. MINAL R. GOKANI	813	4,87,674	19,50,695	24,38,369
72	8/8	SHRI INCHIPARAMBAN KEVIN JAMES SMT. NIMI TERESA CHACKUNNY	898	5,39,083	21,56,331	26,95,413
73	9A/1	PRAKASH MANIK WADHWANI , MISS RAKHEE M. WADHWANI & SAVITA M. WADHWANI	653	3,91,960	15,67,841	19,59,801
74	9A/2	MR. PREM L.BHATIA	687	4,12,240	16,48,959	20,61,198
75	9A/3	SMT. KIRAN CHANDAN KHANNA	684	4,10,431	16,41,725	20,52,157

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
76	9A/4	MR. NIKHIL MUNGE & SURESH MUNGE	716	4,29,742	17,18,968	21,48,710
77	9A/5	SMT.NATASHA H. BELANI & SHRI HASHU H. BELANI	680	4,08,106	16,32,425	20,40,531
78	9A/6	MR. ANOOP R. ASRANI & MRS.VINISHA A. ASRANI	717	4,30,259	17,21,034	21,51,293
79	9A/7	SMT. PUSHPA L. THADANI & SHRI HARESH N. THADANI	675	4,04,813	16,19,250	20,24,063
80	9A/8	SHRI AJAY P. ASRANI & SMT. AARTI A. ASRANI.	716	4,29,419	17,17,676	21,47,095
81	9B/1	SHRI.KUMAR L. THADANI	659	3,95,189	15,80,758	19,75,947
82	9B/2	MS. ANITA T. DADLANI	693	4,15,856	16,63,426	20,79,282
83	9B/3	SMT. RENUKA MOTI JHANGIANI	678	4,06,879	16,27,517	20,34,396
84	9B/4	SHRI SHYAM R. KARANI	715	4,28,709	17,14,834	21,43,543
85	9B/5	SMT. POONAM VASHDEV SAJNANI	676	4,05,394	16,21,575	20,26,969
86	9B/6	SHRI. KISHIN T. MULANI SHRI.GHANSHYAM R.MULANI	715	4,29,225	17,16,901	21,46,126
87	9B/7	SMT.MILAN M. KAMAT & MISS. MANASI M. KAMAT SHRI MANOHAR B. KAMAT (ASSO.MEM)	678	4,06,556	16,26,225	20,32,781
88	9B/8	SHRI. JOHNITOOP VAZHAPILLY	715	4,29,225	17,16,901	21,46,126
89	10A/1	SHRI GIRISH H. LALWANI	656	3,93,704	15,74,816	19,68,520
90	10A/2	SHRI. ARUN RAMCHAND ASRANI	689	4,13,208	16,52,834	20,66,042
91	10A/3	SHRI.MANOJ JAGTIANI	681	4,08,752	16,35,009	20,43,761
92	10A/4	SMT.SARITA S ALREJA & SHRI SAATISH R ALREJA	721	4,32,519	17,30,076	21,62,595
93	10A/5	SHRI V. D. CHOTALIA & SMT. KANCHAN CHOTALIA, SHRI TEJAS CHOTALIA (ASSO.MEM.)	681	4,08,817	16,35,267	20,44,084
94	10A/6	SMT.KANCHI A. BHAGTANI & SHRI. KUNJ BHAGTANI	721	4,32,454	17,29,818	21,62,272
95	10A/7	SHRI.VINOD G. MIRPURI	676	4,05,781	16,23,125	20,28,906
96	10A/8	SMT.ANJU RAJESH SANGTIANI, SHRI VINOD ASNANI, MRS. SALONI ASNANI DIVECHA & SHRI. RAJESH SANGTIANI	715	4,29,096	17,16,384	21,45,480

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97	10B/1	SHRI.GOPAL N KARNANI, SHRI KUMAR R. DARIRA (ASSO.MEM.)	649	3,89,377	15,57,508	19,46,885
98	10B/2	SHRI.TAJINDER VIJINDER SINGH GANDHI	689	4,13,531	16,54,125	20,67,657
99	10B/3	SHRI SHAMSHER BARELLIA & SHARAT BARELLIA	686	4,11,529	16,46,117	20,57,646
100	10B/4	SMT. BEENA H. GIDWANI & SHRI DALIP H. GIDWANI	727	4,36,071	17,44,285	21,80,356
101	10B/5	GENERAL INSURANCE CORPORATION OF INDIA	682	4,09,204	16,36,817	20,46,021
102	10B/6	SMT. JUNEY XAVIER & SHRI EUGENE NIGELL XAVIER	732	4,39,365	17,57,460	21,96,825
103	10B/7	SMT. MAYA H. BHATIA	686	4,11,594	16,46,375	20,57,969
104	10B/8	SHRI KUMAR R. DARIRA	732	4,39,365	17,57,460	21,96,825
105	11A/1	SUNITA RAMCHAND PUNJABI	643	3,85,502	15,42,008	19,27,509
106	11A/2	SMT. VEENA J. LALWANI, SHRI BHARAT MANOJ LALWANI (A.M.)	599	3,59,410	14,37,640	17,97,050
107	11A/3	SHRI. PRAVIN K. THADHANI	654	3,92,671	15,70,683	19,63,354
108	11A/4	SHRI RAVI K. DARIRA & SMT SHAKUNTALA K. DARIRA	535	3,20,789	12,83,155	16,03,944
109	11A/5	MRS.NALINI M. SAVNANI & MR. MAHESH M SAVNANI	658	3,94,544	15,78,175	19,72,718
110	11A/6	SMT. SHEFALI D. LULLA	534	3,20,207	12,80,830	16,01,037
111	11A/7	SHRI.MALCOLM F. ANJIRBAG & SMT. SHARU M. ANJIRBAG	658	3,94,544	15,78,175	19,72,718
112	11A/8	SHRI UJWAL N. DIGASKAR & SMT. HEMLATA DIGASKAR	535	3,20,982	12,83,930	16,04,912
113	11B/1	SMT. NISHA H. LALWANI, SHRI HARESH R. LALWANI & SHRI DHIRAJ H. LALWANI	644	3,86,212	15,44,849	19,31,062
114	11B/2	SHRI MUKESH D SHAH, SHRI PRATIK M SHAH [ASSO MEM]	585	3,51,272	14,05,090	17,56,362
115	11B/3	SMT. NISHA RAJAN GANGLANI	657	3,94,479	15,77,916	19,72,395
116	11B/4	MS ANITA KRISHNAN, ARUN KRISHNAN, ASHOK KRISHNAN, & ASHA RAVJAN	533	3,20,078	12,80,313	16,00,392

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117	11B/5	SHRI NARESHKUMAR ADNANI	648	3,88,667	15,54,666	19,43,333
118	11B/6	SMT. INDU SUNDER JAGTIANI SMT. BHAVNA S. JAGTIANI (ASSO.MEM)	536	3,21,370	12,85,480	16,06,850
119	11B/7	SMT. SUNITA SUNIL PHERWANI & SHRI SUNIL J. PHERWANI	648	3,88,667	15,54,666	19,43,333
120	11B/8	SHRI SUNIL GODWIN LOBO & MS. JOANNE SIMON LOBO (ASSO.MEM.)	537	3,22,145	12,88,580	16,10,725
121	12A/1	SMT. ANJALI B.ASWANI	693	4,15,921	16,63,684	20,79,605
122	12A/2	SMT. PRAMILLA ADVANI KRIPALANI & SHRI NISHANT VINIT STORE	728	4,36,846	17,47,385	21,84,231
123	12A/3	MR SUNIL M CHUGANI & MR.VISHAL SUNIL CHUGANI	750	4,49,957	17,99,827	22,49,784
124	12A/4	SMT.VANDANA ASHOK POTNIS & SHRI ASHOK R POTNIS	750	4,49,892	17,99,569	22,49,461
125	12A/5	SHRI AMIT GIRISH GADKARI	759	4,55,576	18,22,302	22,77,878
126	12A/6	SHRI LAL M. MALKANI	750	4,49,892	17,99,569	22,49,461
127	12A/7	SHRI MANJIT SINGH VIRDI & SHRI VIKRAMJIT SINGH VIRDI (A.M)	759	4,55,576	18,22,302	22,77,878
128	12A/8	SHRI SUNDER T. JAGTIANI & SMT. ARCHANA S. JAGTIANI (A.M.)	750	4,49,892	17,99,569	22,49,461
129	12B/1	SMT.SURINDER KAUR VIRDI & MISS MINI SINGH VIRDI	694	4,16,567	16,66,267	20,82,834
130	12B/2	SMT. ASHA CHAND PUNJABI	768	4,60,549	18,42,194	23,02,743
131	12B/3	SMT. SHAKUNTALA K. DARIRA & SHRI RAVI KUMAR DARIRA (A.M.)	736	4,41,625	17,66,502	22,08,127
132	12B/4	SHRI SUNIL S. KRIPALANI & SMT. KARISHMA S. KRIPALANI (A.M.)	765	4,59,063	18,36,252	22,95,315
133	12B/5	DR.(MRS.)KAVITA R. HARCHANDANI	739	4,43,627	17,74,510	22,18,137
134	12B/6	SHRI RAKESH S. TALWAR & MR. SANDEEP TALWAR (ASSO.MEM)	763	4,57,707	18,30,827	22,88,534

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135	12B/7	SHRI HARPREET KAUR VIRDI & MISS VEERA SINGH VIRDI (ASSO.MEM)	750	4,50,150	18,00,602	22,50,752
136	12B/8	SHRI TARUN K. KINGER & SMT. DEEPIKA T. KINGER	765	4,59,257	18,37,027	22,96,284
137	13A/1	SMT. POONAM, SAMYUKTA GULATI & SHRI RAKESH GULATI	687	4,12,304	16,49,217	20,61,521
138	13A/2	SMT. VANDANA R.RELWANI HARESH R LALWANI [ASSO MEM]	720	4,31,873	17,27,493	21,59,366
139	13A/3	SHRI PAWANKUMAR V. ASNANI & SHRI AMITKUMAR V. ASNANI	748	4,48,536	17,94,144	22,42,679
140	13A/4	SHRI NARAIN LALCHAND THAKUR	741	4,44,403	17,77,610	22,22,013
141	13A/5	KUM. VASANTI M. ADVANI	748	4,48,536	17,94,144	22,42,679
142	13A/6	SHRI SANJAY K. ADVANI & SHRI KETAN CHOTALIA (A.MEM.)	744	4,46,146	17,84,585	22,30,731
143	13A/7	SMT. HARPREET KAUR VIRDI	760	4,56,286	18,25,144	22,81,430
144	13A/8	SMT. NEELU CHANDRA BHATIA	749	4,49,311	17,97,244	22,46,554
145	13B/1	SHRI AMARDEEP MEHER & SMT. AARTI MEHER	699	4,19,344	16,77,376	20,96,720
146	13B/2	SHRI ASHWIN K. ADVANI & SHRI SANJIV K. ADVANI	769	4,61,130	18,44,519	23,05,649
147	13B/3	SMT. BARKHA J. KHUSHALANI	751	4,50,603	18,02,410	22,53,013
148	13B/4	SHRI JITENDRA R. PUNJABI & SMT. SUSHMA J. PUNJABI	760	4,56,286	18,25,144	22,81,430
149	13B/5	SHRI KRISHEN T SIPPY & SMT. SHOBHA K. SIPPY (A.M.)	745	4,47,050	17,88,202	22,35,252
150	13B/6	SHRI ANIL T. CHAWLA & SMT. NEHA ANIL CHAWLA (A.M.)	760	4,55,705	18,22,819	22,78,524
151	13B/7	SHRI VIKRAM VIRDI, SMT. SURINDER, SHRI MANJIT SINGH VIRDI	756	4,53,703	18,14,810	22,68,513
152	13B/8	SMT. RACHNA K. CHANDIRAMANI & SHRI KISHORE G. CHANDIRAMANI	757	4,54,413	18,17,652	22,72,065
153	14A/1	SHRI MAHESH P. JASHNANI	698	4,18,633	16,74,534	20,93,167

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154	14A/2	SMT. RENU I. ANANDANI & SHRI ISHWAR M. ANANDANI	488	2,92,759	11,71,037	14,63,796
155	14A/3	SMT. NEELU CHANDRA BHATIA	710	4,25,996	17,03,984	21,29,980
156	14A/4	MS RITA C.SHAHANI	522	3,12,974	12,51,896	15,64,870
157	14A/5	SMT.MEHEK IDREJIT CHAWLA & MAST. SAURAV IDERJIT CHAWLA (MINOR)	709	4,25,479	17,01,918	21,27,397
158	14A/6	SMT. NISHA H. LALWANI, SHRI HARESH R. LALWANI	519	3,11,101	12,44,405	15,55,506
159	14A/7	SMT. SAPNA N. JAGTIANI, SHRI NARESH MOHAN JAGTIANI [A.M.]	710	4,26,061	17,04,243	21,30,303
160	14A/8	SMT. SAPNA N. JAGTIANI	524	3,14,266	12,57,063	15,71,329
161	14B/1	DR.PRAVIN B.SHEGAL	643	3,85,954	15,43,816	19,29,770
162	14B/2	SHRI MANOHAR DEEPCHAND CHHABRIA	510	3,06,257	12,25,029	15,31,287
163	14B/3	SHRI RAVI L. ADVANI, SHERIN ADVANI (ASSO.MEM.)	705	4,22,831	16,91,326	21,14,157
164	14B/4	MS ROMA RAMESH BACHANI & MRS DIKSHA RAMESH BACHANI	535	3,20,789	12,83,155	16,03,944
165	14B/5	SMT. JOLLY VERGHESE & SHRI ANDREW D'SOUZA, SMT. JENNY D'SOUZA (ASSO.MEM.)	700	4,19,990	16,79,959	20,99,949
166	14B/6	SHRI SAINATH P. CHAWLA	536	3,21,435	12,85,738	16,07,173
167	14B/7	SHRI PESHWA ACHARYA & SMT. SUMITA ACHARYA, MR.UPAMANYU ACHARYA [A.M.]	708	4,24,704	16,98,818	21,23,522
168	14B/8	SHRI RUDOLPH ALMEIDA & SMT. ANNIE ALMEIDA	536	3,21,628	12,86,513	16,08,142
169	15A/1	MR.MITESH GOVIND GOKANI	672	4,03,456	16,13,825	20,17,281
170	15A/2	SHRI PRAKASH K. CHHABRIA, SMT. NISHA P. CHHABRIA (A.M.)	534	3,20,660	12,82,638	16,03,298
171	15A/3	SHRI PRAKASH G. WADHWANI	702	4,21,411	16,85,642	21,07,053
172	15A/4	SMT. AMRITA M.OTI BHAWNANI, MR. HITESH MOTI BHAWNANI	567	3,40,099	13,60,397	17,00,497
173	15A/5	SMT. POOJA KISHORE MELWANI	698	4,18,633	16,74,534	20,93,167

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174	15A/6	SMT. SEEMA R. SAINANI	550	3,29,766	13,19,064	16,48,830
175	15A/7	SMT. ADITEE AMIT RELE & SHRI AMIT ARVIND RELE	703	4,21,798	16,87,192	21,08,991
176	15A/8	SHRI GAURAV SANTOSH SHARMA, TANUSHRE ASHOK SHARMA & ANKIT SANTOSH SHARMA	550	3,30,024	13,20,097	16,50,121
177	15B/1	SHRI VIJAY N. SANBHWANI	644	3,86,148	15,44,591	19,30,739
178	15B/2	MR. SUSHANT ANILKUMAR AGARWAL, MR .ANIL KUMAR AGRAWAL	543	3,25,762	13,03,047	16,28,808
179	15B/3	SHRI DEVIDAS P. SAHIJWANI & SHRI GOPI SAHIJWANI	700	4,20,248	16,80,992	21,01,240
180	15B/4	SMT. KUNDA C .LALWANI	561	3,36,741	13,46,964	16,83,705
181	15B/5	SHRI. DEEPAK R.CHUGANI DR.HANSA CHUGANI (A.M)	704	4,22,444	16,89,776	21,12,220
182	15B/6	SHRI. SURESH V. PUNJABI	559	3,35,256	13,41,022	16,76,278
183	15B/7	MR.SHYAM MANU DASWANI	700	4,20,054	16,80,217	21,00,272
184	15B/8	SMT. SUNITA C. BHATIA	561	3,36,353	13,45,414	16,81,767
185	16A/1	SHRI MOTI TOLANI,MRS YASHIKA TILWANI (A.M.)	266	1,59,845	6,39,382	7,99,227
186	16A/3	SMT. VARSHA KARAMCHANDANI, SHRI BRIAN PERARA (ASSO.MEM)	646	3,87,633	15,50,533	19,38,166
187	16A/4	SHRI SUNIL G. VASWANI , SHRI RAMESH G. VASWANI, SMT. HALIMA (A.M.)	571	3,42,747	13,70,989	17,13,736
188	16A/5	SHRI ARVIND L. LAKHIANI	636	3,81,433	15,25,732	19,07,166
189	16A/6	SHRI GIRISH H. LALWANI, SIDDHANT G LALWANI [A.M.]	574	3,44,233	13,76,931	17,21,164
190	16A/7	SMT.VINITA ANIL VAZIRANI, SHRI ANIL M. VAZIRANI (A.M.)	636	3,81,885	15,27,541	19,09,426
191	16A/8	SHRI ANIL M. VAZIRANI, SMT.VINITA ANIL VAZIRANI	574	3,44,233	13,76,931	17,21,164
192	16B/1	SMT. GUNJAN REGE KARKERA	687	4,12,046	16,48,184	20,60,230
193	16B/2	SHRI RAMESH T. THAKUR, MANOJ R. THAKUR (ASSO.MEM.)	575	3,44,879	13,79,514	17,24,393

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194	16B/3	SHRI VIKASH V. GIANCHANDANI & SHRI AJAY V. GIANCHANDANI	665	3,98,871	15,95,483	19,94,354
195	16B/4	SHRI SURESH B TALREJA	575	3,44,879	13,79,514	17,24,393
196	16B/5	SMT. JUHI P. MUKHERJEE	685	4,10,819	16,43,275	20,54,094
197	16B/6	SHRI NANDLAL K. MATAI, SHRI VINOD MATAI (ASSO.MEM.)	575	3,44,879	13,79,514	17,24,393
198	16C/1	SHRI ROHIT RAJANI, LAXMI G RAJANI [A.M.]	451	2,70,607	10,82,428	13,53,035
199	16C/2	SHRI KISHORE M. MEHRA & SMT. PUSHPA M. MEHRA	431	2,58,465	10,33,861	12,92,326
200	16C/3	SMT. SANGEETA D. GADA & SHRI BHAVIN DHIRUBHAI GADA	444	2,66,538	10,66,153	13,32,691
201	16C/4	SMT. VEENA JAGDISH MIRPURI, SHRI RAJ J. MIRPURI	431	2,58,465	10,33,861	12,92,326
202	16C/5	SHRI PRAMOD M. SAKHALKAR	446	2,67,313	10,69,253	13,36,566
203	16C/6	MISS INDRA G. PUNWANI	431	2,58,853	10,35,411	12,94,263
204	16C/7	SHRI SURESH SHARMA & SHRI DEVESH SHARMA	446	2,67,313	10,69,253	13,36,566
205	16C/8	SHRI KISHIN G. DEMBLA & SMT. RADHIKA K. DEMBLA	431	2,58,724	10,34,894	12,93,618
206	17/1 + 17/2	SETH VASANTHMAL D CHARITABLE TRUST	1,454	8,72,659	34,90,636	43,63,295
207	17/3	SHRI PRAKASH P. LAKHIANI , SMT.RADHA LAKHIANI (ASSO.MEM.)	745	4,47,050	17,88,202	22,35,252
208	17/4	SMT. MANJU ARVIND LAKHIANI	751	4,50,667	18,02,669	22,53,336
209	17/5	SHRI JITENDRA A. RAISINGHANI	745	4,47,050	17,88,202	22,35,252
210	17/6	SMT.ANU MANSOOB HAIDER	751	4,50,732	18,02,927	22,53,659
211	17/7	SHRI T. M . SHAHANI	745	4,47,050	17,88,202	22,35,252
212	17/8	SHRI ASHOK G THAKUR & SHRI RAJESH G. THAKUR	744	4,46,275	17,85,102	22,31,377
213	18/1	SHRI.RAJESH G.CHAWAN &SMT.SMITA R.CHAWAN	295	1,77,089	7,08,357	8,85,447
214	18/2	SMT. KAVITA M.TOLANI, MR KUNAL M TOLANI [A.M.]	362	2,16,938	8,67,751	10,84,688

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215	18/3	SHRI SHRIKANT S. SHIVDASANI	954	5,72,537	22,90,149	28,62,686
216	18/4	SHRI SANTOSH R. NIMKAR & SMT. KAVITA S. NIMKAR	901	5,40,826	21,63,306	27,04,132
217	18/5	SMT.CHAMPA BHAGWAN VAGHNANI, SHRI PRAKASH B. VAGHNANI & SMT. SAVITA MEHTA	828	4,97,038	19,88,154	24,85,192
218	18/6	SMT. RENEY M. PARAKH, SMT. LAXMI G. RAJANI (ASSO. MEM.)	353	2,11,513	8,46,050	10,57,563
219	18/7	SMT. KANTAA B. ADVANII	962	5,76,993	23,07,974	28,84,967
220	18/8	SHRI SAMUDRA SEN	908	5,44,831	21,79,322	27,24,153
221	18/9	SHRI ARJUN H. BAJAJ & SMT. MONA A. BAJAJ	824	4,94,132	19,76,529	24,70,661
222	18/10	SMT. INDRA PUNWANI	353	2,11,513	8,46,050	10,57,563
223	18/11	SMT. AARTI KARAMCHANDANI & SHRI SANJEEV KARAMCHANDANI	954	5,72,150	22,88,599	28,60,748
224	18/12	SMT.SALONEE HANSPAL & SHREE AMARPREET HANSPAL, MS NITI HANSPAL (A.M)	903	5,41,860	21,67,439	27,09,299
225	18/14	SMT. DEEPIKA J. LOBO & SHRI SUNIL G. LOBO	827	4,96,328	19,85,312	24,81,640
226	18/15	SHRI SUNIL G. LOBO	361	2,16,486	8,65,942	10,82,428
227	19A/1	SMT. KRISHNA C KRIPALANI	654	3,92,154	15,68,616	19,60,770
228	19A/2	SMT. BARKHA G. LALWANI & SHRI GIRISH LALWANI, PRITHVI G LALWANI [ASSO MEM]	607	3,64,254	14,57,015	18,21,269
229	19A/3	SMT. MORBAI VASWANI & SMT. BHOJIBAI VAGHNANI	664	3,98,160	15,92,641	19,90,802
230	19A/4	SHRI LAL.K. MAKHIJANI, SMT. LEENA LAL MAKHIJANI (A.MEM)	555	3,32,737	13,30,947	16,63,684
231	19A/5	SHRI VIJAY B. MALKANI, SMT. SNEHA V. MALKANI (A.MEM.)	666	3,99,840	15,99,358	19,99,198
232	19A/6	SHRI VIKRAM B. MALKANI	554	3,32,543	13,30,172	16,62,715
233	19A/7	SMT. RAJU C JAISINGHANI	666	3,99,840	15,99,358	19,99,198
234	19A/8	SMT. JYOTI PURSHOTTA M. GIDWANI	557	3,34,416	13,37,664	16,72,080

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235	19B/1	MS NIRMALA JOSEPH,SHRI MOHAN JOSEPH	650	3,90,023	15,60,091	19,50,114
236	19B/2	MRS.NISHA HARESH LALWANI	607	3,63,931	14,55,723	18,19,654
237	19B/3	MS. MOOMAL KAPIL KHEMANI & SMT.ASHA CHAND PUNJABI	663	3,97,967	15,91,866	19,89,833
238	19B/4	SMT.KAMLA S.ADVANI	555	3,32,995	13,31,980	16,64,976
239	19B/5	SHRI CHANDU B. SHAH, SHRI PARIN CHANDU SHAH (A.MEM.)	664	3,98,419	15,93,675	19,92,093
240	19B/6	SHRI MOTI P.TOLANI	557	3,34,287	13,37,147	16,71,434
241	19B/7	SMT. NEETA D. GUPTA	664	3,98,419	15,93,675	19,92,093
242	19B/8	SMT.GONSALVES GINELLE, SMT. SAVITA ADELA D'SOUZA (A.M.)	557	3,34,093	13,36,372	16,70,465
243	20A/1	SHRI RAJESH G. CHAWAN	727	4,36,136	17,44,543	21,80,679
244	20A/2	SMT. PANCHALI S.UPADHYA & SHRI SAIKET UPADHYA	826	4,95,553	19,82,212	24,77,765
245	20A/3	SHRI DEVJI M. CHOTALIA	828	4,96,716	19,86,862	24,83,578
246	20A/4	SHRI DEEPAK RAJ TALWAR	750	4,49,892	17,99,569	22,49,461
247	20A/5	SHRI AVINAASH P. BODWAANI	805	4,83,088	19,32,353	24,15,442
248	20A/6	SHRI PRAKASH H. BODWANI & SMT. JAYSHREE G. DEMBLA	846	5,07,630	20,30,521	25,38,151
249	20A/7	SHRI AMEYA P. SAKHALKAR & SMT. NEELA P. SAKHALKAR	754	4,52,476	18,09,902	22,62,378
250	20A/8	SMT. MERLYN MENEZES	809	4,85,607	19,42,428	24,28,035
251	20A/9	SHRI AKSHAY VIJAY WADHWA	846	5,07,630	20,30,521	25,38,151
252	20A/10	SHRI PREM K.CHHABRIA, SHRI PRAKASH K .CHHABRIA & SMT. SUNITA N. CHHABRIA	756	4,53,767	18,15,069	22,68,836
253	20A/11	DR. SMT. ASHA ADVANI & SHRI SHAILESH M. ADVANI	811	4,86,640	19,46,562	24,33,202
254	20A/12	SHRI VIJAY M.WADHWA	845	5,06,855	20,27,421	25,34,276

SR. NO	FLAT NO.	NAME OF MEMBER	EXISTING CARPET AREA INCLUDING BALCONY IN SQ. FT.	20% ON MEMBERS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
255	20B/1	SHRI SARABJIT PRAKASH RAO , SHRI PRAKASH RAO (ASSO.MEM)	726	4,35,425	17,41,701	21,77,127
256	20B/2	SMT. SANGEETA R.	827	4,96,328	19,85,312	24,81,640
257	20B/3	SHRI RAJIV S MATHUR & MANJULA S MATHUR	824	4,94,584	19,78,337	24,72,921
258	20B/4	SMT. KAUSHALYA L CHAWLA	755	4,53,251	18,13,002	22,66,253
259	20B/5	SHRI SHARAN K. ANANDANI & SMT. HANEETA R.SHENOY	807	4,84,122	19,36,487	24,20,608
260	20B/6	SHRI ROHIT D. JUNNARKAR	847	5,08,018	20,32,071	25,40,089
261	20B/7	SMT. MEENA M. BHAMBHWANI, SHRI PRAKASH ISSARDAS KHEMANI, SHRI MOHAN BHAMBHWANI (A.MEM)	755	4,52,992	18,11,969	22,64,961
262	20B/8	SHRI RAJU G. DEMBLA & SHRI. KISHAN G. DEMBLA	802	4,81,086	19,24,345	24,05,431
263	20B/9	NICKY ONYL ADVANI, KOMAL G. PUNJABI	846	5,07,889	20,31,554	25,39,443
264	20B/10	SMT. MINAL DEEPAK PUNJABI	753	4,51,894	18,07,577	22,59,471
265	20B/11	SHRI.SURESH RAMCHAND DARIRA	807	4,84,122	19,36,487	24,20,608
266	20B/12	SHRI ROSHAN, SHRI SURESH R. & SMT. LATIKA S.DARIRA	847	5,08,018	20,32,071	25,40,089
		GRAND TOTAL	1,86,095	11,16,56,953	44,66,27,810	55,82,84,763

TENANTED SHOPS:

SR. NO.	SHOP NO.	NAME OF TENANT	EXISTING CARPET AREA IN SQ. FT.	20% ON TENANTS CONSENT LETTER (in INR)	80% ON HANDOVER DATE (in INR)	TOTAL (in INR)
1	SHOP 4	PUSHPABEN C SHAH & PARIN C. SHAH	397	2,38,200	9,52,800	11,91,000
2	SHOP 5	CHANDU B. SHAH & PUSHPA C.SHAH	195	1,17,000	4,68,000	5,85,000
3	SHOP 6	POOJA V BALWANI	162	97,200	3,88,800	4,86,000
4	SHOP 7	MAVJI R GALA & ZAVERBEN M. GALA	171	1,02,600	4,10,400	5,13,000
5	SHOP 8	ROSHANI H KHATTER & DEEPAK H KHATTER	207	1,24,200	4,96,800	6,21,000
6	SHOP 9	MOMIN P.SHAIKH & HAFIZ FULWAR IDRISI	199	1,19,400	4,77,600	5,97,000
7	SHOP 10	RAJKUMAR L PAHUJA & JAYA R PAHUJA	163	97,800	3,91,200	4,89,000
8	SHOP 12	SUMAN MUKESHKUMAR JAIN & MUKESHKUMAR JAIN	176	1,05,600	4,22,400	5,28,000
9	SHOP 13	DR. RAJESH GOKANI & MINAL GOKANI	212	1,27,200	5,08,800	6,36,000
10	SHOP 14	N.D.CHOTALIA & D.D.CHOTALIA	234	1,40,400	5,61,600	7,02,000
11	SHOP 15	N.D.CHOTALIA & D.D.CHOTALIA	233	1,39,800	5,59,200	6,99,000
12	SHOP 16	SHAMSUNDER CHIMANLAL DUA	582	3,49,200	13,96,800	17,46,000
		GRAND TOTAL	2,931	17,58,600	70,34,400	87,93,000

C. ADDITIONAL HARDSHIP ALLOWANCE:

- 3 apartments attached with terraces which are exclusively used by members of these apartments.
- Additional Hardship Allowance @ Rs.15,000/sft of carpet area of each terrace.

SR. NO.	FLAT NO.	NAME OF MEMBER	CARPET AREA OF TERRACE IN SQ. FT.	100% ON HANDOVER DATE
1	16B/1	SMT. GUNJAN REGE KARKERA	383	57,45,000
2	17/4	SMT. MANJU ARVIND LAKHIANI	271	40,65,000
3	18/5	SMT.CHAMPA BHAGWAN VAGHNANI, SHRI PRAKASH B. VAGHNANI & SMT. SAVITA MEHTA	280	42,00,000
		GRAND TOTAL	934	1,40,10,000

D. BROKERAGE:

- One-time payment of Rs. 176/- (Rupees One Hundred and Seventy Six only) per sq. ft. on existing carpet area of flats (including balcony) which is an amount equivalent to 1 (one) month's Monthly Hardship Allowance per Member and Tenant
- No Brokerage will be paid for Society Occupied Flat i.e. Society Office - Flat No. 16A/2, Post Office (Shop No. 1, Shop No. 2 and Shop No. 3) and Society Occupied Shops i.e. Shop No. 11 and Library

E. SHIFTING CHARGES:

The Developer shall pay to each Member and Tenant of the Society an amount of INR 1,50,000 (Rupees One Lakh and Fifty Thousand) as shifting allowance ("**Shifting Charges**") in the following manner:

- An amount of INR 75,000 (Indian Rupees Seventy-Five Thousand) shall be paid by the Developer to the Member and the Tenant on the Handover Date.
- An amount of INR 75,000 (Indian Rupees Seventy-Five Thousand) shall be paid by the Developer to the Member and the Tenant on execution of the no-objection certificate / letters as prescribed by MHADA for the purpose of obtaining occupation certificate.

No shifting charges will be paid for Society Occupied Flat i.e. Society Office - Flat No. 16A/2, Post Office (Shop No. 1, Shop No. 2 and Shop No. 3) and Society Occupied Shops i.e. Shop No. 11 and Library.

F. STAMP DUTY AND REGISTRATION CHARGES:

- One-time payment of INR 5,000 (Indian Rupees Five Thousand) to each Member and Tenant on the Handover Date towards Stamp Duty and Registration charges to be paid on the leave and license agreement to be executed by the Members and Tenants in respect of their temporary accommodation.
- This amount shall be paid by the Developer simultaneously with the Members and Tenants executing the PAA Agreement.

No stamp duty and registration charges will be paid for Society Occupied Flat i.e. Society Office - Flat No. 16A/2, Post Office (Shop No. 1, Shop No. 2 and Shop No. 3) and Society Occupied Shops i.e. Shop No. 11 and Library.

ANNEXURE 11

ADDITIONAL PURCHASE AREA BY MEMBERS

List of Members who want to purchase additional units from the Developer at the price mentioned in the Commercial Offer to Society:

SR. NO.	EXISTING FLAT NO.	NAME OF MEMBER

ANNEXURE 12

PAYMENT SCHEDULE – CONSTRUCTION LINKED PLAN

List of Members who want to purchase additional units from the Developer will be paying as per Construction Linked Plan:

ANNEXURE 13

LIST OF MEMBERS WHO HAVE SOLD FLATS TO DEVELOPER

List of Members who have sold their existing flats to the Developer at the price mentioned in the Commercial Offer to Society:

SR. NO.	EXISTING FLAT NO.	NAME OF MEMBER

ANNEXURE 14 - AGREED HARDSHIP ALLOWANCE - TYPICAL EXAMPLE

	TYPICAL EXAMPLE	sq. ft.	sq. ft.
A	FSI as per Entitlement for Members	1,00,000	
B	FSI Consumed for Members as per Final Approved Plans	92,000	
C = A - B	Balance Unused FSI for Members		8,000
	Less: Adjustments to be made		
1	FSI Entitlement due to Area difference of Members flats in the Same Stack of Individual Building	1,000	
2	FSI consumed for Prayer Hall / Guru Mandir	1,000	
3	FSI Area utilized from the Sale Component for Members Area	1,000	
D	Total Adjustments		3,000
E = C - D	Balance Development Potential		5,000
	VALUATION FOR BALANCE DEVELOPMENT POTENTIAL		
F = 0.9 * E	Carpet Area corresponding to the Balance Development Potential (0.9 * E)		4,500
G	Rs. per sq. ft. on Carpet Area		44,000
F * G	Amount to be paid to the Society as Corpus (Rs. in Cr.)		19.80

Regd No.
BOM/(WD)HSG/
(TC) 367/84-85
dt. 27-12-1984

Kumari Jethi T. Sipahimalani Co-operative Housing Society Limited

Regd. Office : JETHIBEN COLONY, F.P.NO.565, MORI ROAD, MAHIM, MUMBAI-400016.

Our Ref. No. JBCI

Date :

Dated: 17th March 2025

MINUTES OF SPECIAL GENERAL BODY MEETING

MANAGING COMMITTEE

1. Shri. M. S. Virdi	Chairman	2. Shri Kumar Darira	Hon. Secretary
3. Dr. Rajesh Gokani	Treasurer	4. Shri Bodwaani Prakash	Comm. Member
5. Shri Suresh Darira	Comm. Member	6. Shri Ajay Asrani	Comm Member
7. Ms. Kantaa Advanii	Comm Member	8. Smt. Laxmi G. Rajani	Comm Member
9. Shri Anil Chawla	- Comm Member	10. Shri Prasad V. Acharekar	Comm.Member
11. Shri Shivdasani Shrikant	- Comm.Member	12. Shri Mukesh D. Shah	Comm.Member

Minutes for a Special General Body Meeting of Kum. Jethi T. Sipahimalani Co-op.
Hsg. Soc. Ltd. to be held on 16th March 2025 Sunday, at 11.30 a.m. at Khar Gymkhana Khar

west

162 Members were present

Minutes

1. To discuss and approve the Development Agreement

RESOLVED THAT the final drafts of the Development Agreement, Power of Attorney, Permanent Alternate Accommodation Agreement and the Member Consent letter proposed to be executed between the Society and the selected Developer i.e. Ten X Realty West Limited, and the members of the Society (which has been uploaded on the Society website:

www.jethibensociety.com, on 3rd March 2025 along with additional points be and is hereby approved.

PASSED UNANIMOUSLY.



2. To authorise the Hon. Chairperson, the Hon. Secretary and the Hon. Treasurer to sign, execute and register the Development Agreement, Power of Attorney and other necessary documents for purposes of redevelopment.

RESOLVED THAT the Hon. Chairperson, the Hon. Secretary of the Society and the Hon. Treasurer are hereby jointly authorised to negotiate, finalise and sign, execute and register the Development Agreement, power of attorney and other necessary documents as they deem necessary for purpose of redevelopment of the building on behalf of all members of the Society with the selected Developer.

FURTHER RESOLVED THAT that Society shall address a letter in favour of the Developer i.e. Ten X Realty West Limited, representing and demonstrating their willingness to enter into the Development Agreement with the Developer subject to the Developer converting the tenure of a portion of land admeasuring 576.93 square meters out of the Society land, from Occupancy Class II to Occupancy Class I land at the sole costs and expenses of the Developer and obtaining a final order in that regard from the Collector, Mumbai City.

FURTHER RESOLVED THAT only after the Developer has converted the tenure of portion of land admeasuring 576.93 square meters out of the Society land, from Occupancy Class II to Occupancy Class I land at the sole costs and expenses of the Developer and obtained a final order in that regard from the Collector, Mumbai City, the Hon. Chairman, the Hon. Secretary and the Hon. Treasurer shall be empowered and entitled to sign, execute and register the Re-development Agreement / Development Agreement, Specific Power of Attorney and the Permanent Alternate Accommodation Agreements and/or any other deeds/documents/writings, as may be required by the Society for granting development rights in respect of the Society land in favour of the Developer i.e. Ten X Realty West Limited.

PASSED UNANIMOUSLY.



3. To discuss and approve the matter regarding the outstanding dues of the members and its recovery / adjustments from the monetary benefits available under the Development Agreement and from the Society's redistributable general corpus and reserve fund.

RESOLVED THAT members with outstanding dues, as per the Society's records, to clear all their respective outstanding dues at the time of signing the Development Agreement with the selected Developer, the Developer, as per the instruction of the Society, to deduct the amount of such outstanding dues from Displacement Compensation, Transportation/Shifting Charges, and/or Hardship Allowance proposed to be payable by the Developer to such members under the Development Agreement and the proposed Permanent Alternate Accommodation Agreement and the Developer be authorised to pay such amounts to the Society towards the satisfaction of the outstanding dues of such member(s), and upon payment by the Developer, the outstanding dues of such members shall be reduced by the amount paid by the Developer to the Society.

FURTHER RESOLVED THAT where the amount of outstanding dues of any member is not satisfied by deduction and subsequent payment by the selected Developer from the amount of Displacement Compensation, Transportation/Shifting Charges, and/or Hardship Allowance payable to the members having outstanding dues, then the Society is authorised to deduct the amount of such balance outstanding dues from the amount payable by the Society to such members towards redistribution the Society's general corpus and reserve fund lying with it at the time of such redistribution, and utilise the same towards the satisfaction of the said outstanding dues.

PASSED UNANIMOUSLY.

For and on behalf of the Managing Committee


Hon. Secretary


Hon. Chairman