

CONSENT DECREE

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Ex. 25
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IN THE COURT OF SMALL CAUSES AT MUMBAI

(BANDRA BRANCH)

R.A.E. SUIT NO. 265 OF 2019
(CNR No. MHSCA3-000634-2019)

SHRADDHA SHELTERS PRIVATE)
LIMITED,)

a Company duly incorporated under the)
Companies Act, 1956 and having its)
Registered Office at Westbay, C.T.S.)
Nos. F/1133 To F/1136, Village Bandra,)
Jari Mari Road, Bandra West, Mumbai -)
400 050)

... PLAINTIFF

VERSUS

MS. SUDHA PATEL)
aged unknown, Occ: unknown residing)
at Room No. 15, First Floor, Adult,)
Indian Inhabitant, having address at)
Rangari Chawl alias Bhagwan Bhuvan,)
Jari Mari Mandir Road, Bandra (West),)
Mumbai - 400050.)

... DEFENDANT



THE PLAINTIFF ABOVENAMED STATES AS UNDER:

1. The Plaintiff is a Company incorporated under the provisions of the Companies Act, 1956. The Plaintiff has its registered office as mentioned in the title clause. Copy of the certificate of Incorporation of the Plaintiff Company is annexed as Exhibit "A". The Plaintiff is the absolute owner of and is well and sufficiently entitled to all those pieces and parcels of land bearing C.T.S. No. F-1133A and F-1133B collectively admeasuring



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4,274.20 square meters lying and situate at Village Bandra within the Registration Sub-district of Bandra in District Mumbai Suburban at Jari Mari Mandir Road, Bandra (West), Mumbai - 400 050 ("the said Land") together with the buildings / structures standing thereon. The said Land and buildings / structures standing thereon are hereinafter collectively referred to as "the said Property". The Plaintiff is engaged in the business inter alia of construction and real estate development.

2. The Defendant is a monthly tenant of Room No. 15 admeasuring 26.43 square meter (Occupied) or 26.43 square meters (as per Assessment) situated on the First Floor of the Chawl named "New Rangari Chawl" constructed on the said Land (hereinafter referred to as "Suit Premises"). The Suit premises stands on the C.T.S. No. F-1133A and F-1133B and has boundaries as follows:-

On or towards North: By CTS Nos. 1137

On or towards South: By CTS Nos. 1124 & 1130

On or towards East: By Jari Mari Mandir Road

On or towards West: By CTS Nos. 1122, 1121 & 1137

- P. There is landlord and tenant relationship between Plaintiff & Defendant.*
3. The Plaintiff has filed this Suit for the purpose of, inter alia, seeking an order and decree from this Hon'ble Court for eviction of the Defendant from the Suit Premises and for payment of rent along with mesne profits to the Plaintiff on the grounds more particularly set out hereinafter.

4. The facts giving rise to the present Suit are as under:

- a) By and under a Deed of Conveyance dated 25th June 2009 executed between one Mr. Bhagwanji Mistry, Mr. Dhirajben Mistry and Mr. Jayantilal Ghadiya, the erstwhile owner of the said Land and the Plaintiff on the second part, the Plaintiff have purchased and acquired the said Land from the erstwhile owners in the manner as set out therein. The same was duly registered before the office of the Sub-



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Registrar of Assurances at Bombay under the Serial No. BDR-1-9919 of 2009.

- b) The Plaintiff states that the Property Card in respect of the said Land was mutated and updated to reflect the name of Plaintiff. Hereto annexed and marked as **Exhibit "B"** is a copy of the Property Card which reflects the name of the Plaintiff as the owner of the land.
- c) The Plaintiff states that there is a structure / chawl on the said Land comprising of ground + one upper floor on a portion of the said Land admeasuring at about 348.14 square metres i.e. 3747.38 sq. ft. which is known as the 'New Rangari Chawl' (hereinafter to be referred to as "**the said Chawl**"). The said Chawl is occupied by 24 tenants / occupants. The present Defendant is one such occupant who is in unauthorised occupation of the Suit Premises. The monthly rent payable by the Defendant with respect to the Suit Premises is Rs. 45/- (Rupees Forty-Five Only) from 2009 onwards, the Plaintiff has also issued various rent receipts to the Defendant. Hereto annexed and marked as **Exhibit "C"** is a copy of one of rent receipts issued by the Plaintiff from time to time. It is pertinent to state that the Defendant has stopped paying monthly rent to the Plaintiff from May 2015.
- d) The Plaintiff states that after the execution of Deed of Conveyance in favor of the Plaintiff, the predecessors in title have addressed a letter of attornment dated 20th December 2010 to the Defendant wherein it was categorically stated that they have attorn the tenancy/occupancy of the Suit Premises in favour of the Plaintiff and further requested to pay all the amount of rent, compensation, municipal taxes, maintenances charges, etc to the Plaintiff. The Plaintiff craves leave to



refer to and rely upon the said letter as and when required by this Hon'ble Court.

- e) The Plaintiff states that by its notice dated 16th December 2011, the Plaintiff called upon the Defendant to clear the arrears of rent failing which the Plaintiff will be constrained to adopt legal proceeding against him. The Plaintiff craves leave to refer to and rely upon the said letter as and when required by this Hon'ble Court. It is pertinent to state that the Defendant has never replied to the said notice and was using the Suit Premises without paying any rent to the Plaintiff. In any event and without prejudice, the Plaintiff states and submits that the Defendant is a habitual defaulter and does not regularly pay the rent and has also breached the terms and conditions of the tenancy and therefore the Defendant is liable to be evicted.
- f) The Plaintiff states that the Municipal Corporation of Greater Mumbai ("MCGM") has carried out survey and inspected the said Chawl so as to ascertain the carpet area of the various tenements in the said Chawl. The Plaintiff craves leave to refer to and rely upon the copy of inspection report carried out by the MCGM as and when produced. After perusing the inspection report, it has come to the knowledge of the Plaintiff that the Defendant has unlawfully and without any prior permission from the Plaintiff, has carried out illegal constructions and erected permanent structures to cover up the common passage in the said Chawl. The Defendant has encroached and unlawfully expanding the area of the Suit Premises by installing / constructing walls as a permanent structure, constructed brick / masonry and have encroached area which is appurtenant to the tenanted premises on the said Property. The Plaintiff states that on perusal of the original



record available with the MCGM as regards *inter-alia* the area / measurements of the Suit Premises and on comparison of the same with the inspection extract showing the measurements taken *inter-alia* of the Suit Premises by the MCGM, the encroachment made by the Defendant can be clearly seen. Hereto annexed and marked as **Exhibit "D"** is a copy of the rough sketch of the Suit Premises depicting the illegal constructions thereon.

- g) It is also pertinent to state that a portion of the said Land admeasuring 411.20 square metres of C.T.S. No. F-1133B of Bandra Division part of the said Property is affected by road set-back area and has to be handed over to the MCGM ("the said Set-back Area"). The Plaintiff is re-developing a portion of the said property by constructing a multi-storied building on the said Property and is therefore required to hand over the said Set-back Area to MCGM. The Plaintiff has duly offered to MCGM the said Set-back Area to MCGM, however, the Defendant with a mala-fide intention and with an oblique purpose of extorting monies from the Plaintiff and further, to make illegal gains, the Defendant is creating obstruction and/or hindrance by filing frivolous application before various department and thereby causing nuisance and delaying the construction of said new building on a portion of the said Property by various means thereby causing nuisance to the Plaintiff and the other occupants of the said Property.

- h) On 24th March 2014, the tenants of the New Rangari Chawl addressed a letter to the Hon'ble Lokayukt at Mantralaya wherein the tenants have raised grievances for the purported violation of DC Regulation without putting forth any specific details therein. Hereto annexed and marked as **Exhibit "E"** is a copy of the letter dated 24th March 2014.



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- i) On 4th April 2018, the tenants of the New Rangari Chawl had once again addressed a letter to the Ld. Municipal Commissioner of M.C.G.M. wherein they have made false allegation on the Plaintiff by recording that the development project suffers from illegalities and there is a purported violation of D.C. regulation. The Defendant is also a signatory to this letter. Hereto annexed and marked as Exhibit "F" is a copy of the false complaint dated 4th April 2018 made by the tenant of the said Chawl to MCGM.
- j) On 20th February 2019, the tenants of Rangari Chawl had addressed a letter to the Executive Engineer of H' Ward, Building Proposals, wherein they have made false allegation against the Plaintiff's architect, Mr. Ram Aglave and the concerned Municipal Officers by recording that there is a violation of D.C.R. and the redevelopment project suffers from irregularities. Hereto annexed and marked as Exhibit "G" is a copy of the false complaint dated 20th February 2019.
- k) It is pertinent to state here that the Defendant has never allowed the Plaintiff and its representative to inspect the Suit Premises. Moreover, whenever the Plaintiff has initiated for any inquiry for taking measurement and/ or taking inspection for the structural stability of the Rangari Chawl, the Defendant along with other similarly situated tenants have obstructed the Plaintiff to carry out inspection. Moreover, the Plaintiff and its representative were barred from entering in the Suit Premises. The Defendant has time and again obstructed the Plaintiff from entering the Suit Premises. The Plaintiff is in possession of various photographs and video recording evidencing the



same. The Plaintiff craves leave to refer to and rely upon the said photograph and video recording as and when required by this Hon'ble Court.

5. In view of the aforesaid false complaints, the Plaintiff have time and again filed his reply by setting out the correct details of the case. The Plaintiff craves leave to refer to and rely upon the said correspondence as and when produced. The Plaintiff therefore is defending against the Defendant and other tenants of the said Chawl before the various forums and department. On several occasions, the Defendant had caused nuisance and obstruction by filing frivolous applications in various department, thereby causing serious harm to the Plaintiff. The Defendant has also caused disruption of peace in the neighbourhood of the said Property and therefore the Defendant is guilty of conduct by creating nuisance and annoyance to the adjoining and neighbouring occupier of the said Property. The Plaintiff is in possession of all photographs and videos evidencing the nuisance caused by the Defendant and other tenants of the Rangari Chawl. The Plaintiff craves leave to refer to and rely upon the same as and when required by this Hon'ble Court.

6. In view of the aforesaid, the Plaintiff therefore submits that Defendant has committed breach of the terms of tenancy and also under Section 15 and Section 16 (1) (a) (b) and (c) of the Maharashtra Rent Control Act, 1999. Therefore, the Plaintiff through its Advocates have addressed a termination notice dated 27th February 2019 wherein the Defendant was called upon to handover peaceful, vacant possession of the Suit Premises to the Plaintiff. Hereto annexed and marked as **Exhibit "H"** is a copy of the letter dated 27th February 2019 issued by the Plaintiff Advocates. The Plaintiff states that the Defendant is not only an illegal and unauthorized occupant of the Suit Premises, but his unlawful conduct is equally destructive and permanently injurious to the Suit Premises.



7. In view of the termination notice and with an oblique motive to harass the Plaintiff, on 19th March 2019, the tenants of Rangari Chawl along with Defendant had addressed letter to the Additional Municipal Commissioner wherein once again they made a false allegation against the Plaintiff, Plaintiff's architect Mr. Ram Aglave and the concerned Municipal Officers by recording that there about purported violation of D.C.R. and the redevelopment project suffers from irregularities. Further allegations were made against the officer of the BMC for issuing IOD and part OC in respect of the said Property without rectifying the tenants grievances. Hereto annexed and marked as **Exhibit "I"** is a copy of the false complaint dated 19th March 2019.
8. In view of the aforesaid Termination Notice, the Defendant through her Advocates addressed a letter dated 21st March 2019 wherein the Defendant denied the contents and further asserted that the area of the Room is 41.85 sq. mtrs. The Defendant vide the said letter also issued cheque amounting for Rs. 8119.62/- (Rupees Eight Thousand One Hundred and Nineteen and Sixty Two Paise Only) and further declare the said termination notice as illegal and bad in law. The Defendant raised allegation against the Plaintiff for not maintain the Suit Premises in good repairs and further refused to vacate the Suit Premises. Hereto annexed and marked as **Exhibit "J"** is a copy of the letter dated 21st March 2019 addressed by the Defendant Advocates.
9. In response to the aforesaid letter, the Plaintiff Advocate addressed a letter dated 11th April 2019 to the Defendant wherein the Plaintiff denied the allegation raised by the Defendant. The Plaintiff recorded in its letter that the tenancy in respect of the said Room is already terminated. Moreover, the fact that the Defendant is alleging that the area of the Suit Premises is 41.85 sq. mtrs. is an admission on the part of the Defendant in respect of illegal addition and alteration of the Suit Premises. It was further recorded that the cheque issued in Plaintiff's favour was not



proper and was therefore duly returned to the Defendant. The Plaintiff recorded in its letter that deteriorating condition of the suit premises was due to direct result of additions and alteration made by the Defendant and further the Plaintiff once again requested the Defendant to handover the peaceful and vacant possession of the Suit Premises. Hereto annexed and marked as Exhibit "K" is a copy of the Letter dated 11th April 2019 addressed by Plaintiff Advocates.

10. The Plaintiff states that the Defendant has breached and violated terms and conditions as laid down under the Maharashtra Rent Control Act, 1999, instance such as by altering the structure of the Suit Premises without taking prior permission from the Plaintiff and further the Defendant is guilty of engaging herself in disruptive activities and behaviour thereby causing nuisance and annoyance in the said Property along with the other tenants of the said Chawl. Despite receiving the Termination Notice, the Plaintiff states that the Defendant has failed and neglected to handover possession of the Suit Premises and continues to remain in illegal and unlawful use, occupation, possession and enjoyment of the Suit Premises.
11. Under the aforesaid circumstances, it is submitted that the Defendant is bound and required to hand over possession of the Suit Premises to the Plaintiff, and therefore this Hon'ble Court be pleased to pass a decree of eviction against the Defendant under the provisions of Section 15 and Section 16 (1) (a), (b) and (c) of the Maharashtra Rent Control Act, 1999.
12. The Plaintiff's Company has by its board resolution dated 11th January 2019 resolved to file this suit and has duly authorized Mr. Kasim Patel to verify the plaint and take all other steps that may be required to file the suit against the Defendant, including giving undertakings to this Hon'ble Court as required under the law. Hereto annexed and marked as Exhibit "L" is a copy of the



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said resolution dated 11th January 2019 passed by the board of directors of the Plaintiff Company.

13. The Plaintiff states and submits that for the reasons mentioned above, the possession of the Defendant in respect of the Suit Premises is wrongful and that being the case the Defendant is liable to be evicted from the Suit Premises. The Plaintiff further states that this Hon'ble Court be pleased to pass an order and decree of eviction ordering the Defendant to vacate the Suit Premises and to hand over quiet, vacant and peaceful possession of the Suit Premises to the Plaintiff.
14. The Plaintiff states and submits that the Defendants' possession of the Suit Premises is wrongful and contrary to the provisions of law. The Defendant being in wrongful possession of the Suit Premises, is liable to pay to the Plaintiff mesne profits in respect of the Suit Premises from May 2015 till the date on which the Defendant hands over to the Plaintiff the quiet, vacant and peaceful possession of the Suit Premises at such amount as this Hon'ble Court may deem fit and proper after inquiry under Order XX Rule 12 of the Code of Civil Procedure, 1908. In the circumstances aforesaid, the Plaintiff submits that this Hon'ble Court be pleased to order and decree the Defendant to pay to the Plaintiff mesne profits in respect of the Suit Property from May 2015 till the date on which the Defendant hands over to the Plaintiff the quiet, vacant and peaceful possession of the Suit Premises at such amount as this Hon'ble Court may deem fit and proper after inquiry under Order XX Rule 12 of the Code of Civil Procedure, 1908.
15. The Plaintiff submits that pending the hearing and final disposal of the suit and till the time of handing over possession of the Suit Premises to the Plaintiff, the Defendant be ordered and directed to pay rent and interim mesne profits in respect of the Suit Premises to the Plaintiff.



16. The Plaintiff is also entitled to reliefs against the Defendant for inspection of the Suit Premises and/or alternatively Commissioner may be appointed for inspection of the Suit Premises.
17. The present Suit has been filed without any delay and with utmost dispatch. The Plaintiff's claim is not barred by law of limitation.
18. The Plaintiff submits that it is entitled to reliefs against the Defendant and the Defendant being sound by law shall not suffer at all, if reliefs prayed for is granted. But if reliefs are refused then the Plaintiffs rights and interest in the property will be affected and the Plaintiff shall suffer grave and irreparable harm, damage, injury, loss and prejudice will be caused which cannot be compensated in terms of money. The interest of justice and balance of convenience are entirely in the Plaintiffs favour.
19. The Suit Premises are not covered under the Slum Areas Act.
20. The Plaintiff has not filed any other proceeding in respect of the subject matter of this Suit in any other court of law.
21. The Suit Premises which is a subject matter of this Plaint is situated in Mumbai. The Defendant has his address most particularly mentioned in the cause title of the Suit. The entire cause of action has arisen within the jurisdiction of this Hon'ble Court. The suit is relating to recovery of possession of the tenanted premises. Hence, this Hon'ble Court has jurisdiction to try and entertain the suit under section 33 of the Maharashtra Rent



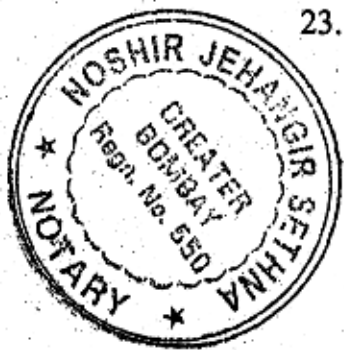
Control Act.

21. A. The Plaintiff values this Suit at Rs 1000 for the relief as stated herein & the Plaintiff has accordingly paid adequate Court fees as per

22. The Plaintiff will rely on documents a list of which is annexed hereto.
23. The Plaintiff therefore prays that:

provision of Section 6(xii) (d) of Bombay Court Fees Act.

- (a) this Hon'ble Court be pleased to declare that the Plaintiff has duly terminated the tenancy of the Defendant with



respect to the Suit Premises viz. Room No. 15 admeasuring 26.43 square meter (Occupied) or 26.43 square meters (as per Assessment) on the First Floor of the chawl / structure known as Rangari Chawl, at Jari Mari Mandir Road, Bandra (West), Mumbai - 400050 vide the Letter dated 27th February 2019 addressed by the Plaintiff Advocate to the Defendant;

- (b) this Hon'ble Court be pleased to order and decree the Defendant to hand over to the Plaintiff quiet, vacant and peaceful possession of the Suit Premises viz. Room No. 15 admeasuring 26.43 square meter (Occupied) or 26.43 square meters (as per Assessment) on the First Floor of the chawl / structure known as Rangari Chawl, at Jari Mari Mandir Road, Bandra (West), Mumbai - 400050;
- (c) this Hon'ble Court be pleased to order and decree the Defendant to pay to the Plaintiff rent and mesne profits, in respect of the Suit Premises, as more particularly described in Plaint at paragraph 2 hereto, from May 2015 till the date on which the Plaintiff receives quiet, vacant and peaceful possession of the Suit Premises at such rate as this Hon'ble Court may deem fit and proper after enquiry under Order XX Rule 12 of the Code of Civil Procedure, 1908;
- (d) for interim order and direction to the Defendant to pay the rent and mesne profits in respect of the Suit Premises;
- (e) for inspection and for appointment of Commissioner for inspection, measurement and photographs of the Suit Premises;
- (f) for interim and ad-interim reliefs in terms of prayer clauses (d) and (e) above;



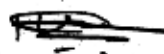
(g) such other and further reliefs be granted as this Hon'ble Court may deems fit and proper in the nature and circumstances of the case;

(h) for the costs of this Suit.

For Wadia Ghandy & Co.

For Shraddha Shelters Private Limited


Partner
Advocate for the Plaintiff


Authorized Signatory
(Plaintiff)

VERIFICATION

I Mr. Kasim Patel, aged 51 years, Occ: Service, the authorized signatory of the Plaintiff above named, do hereby solemnly declare and state that the statements of facts made herein above are true to my own knowledge and belief and I believe the same to be true, whereas the statements in respect of legal submissions are made on the advice, which I believe to be true.

Solemnly affirmed at Mumbai
This 23rd day of April, 2019

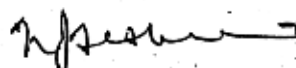

Before me,



For Wadia Ghandy & Co.


Partner
Advocates for the Plaintiff

Before Me



NOTARY

Greater Bombay

M/S. WADIA GHANDY & CO.
Advocate, Solicitors & Notary

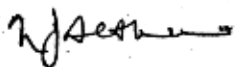
N. M. Wadia Building, 2nd Floor,
123, Mahatma Gandhi Road,
Fort, Mumbai - 400 001.

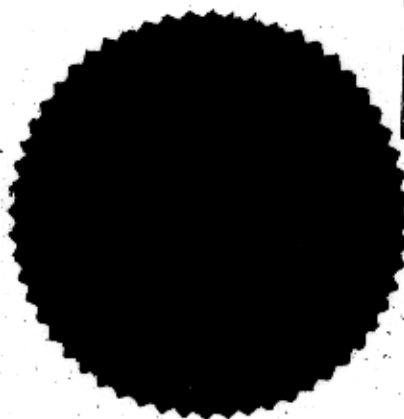
Under Serial No. 218

Regn. No. 550

My commission expires
9th June 2022

Seen Original authority Letter / Extract of Board Resolution / Power of Attorney dated 11 Jan 2019 in favour of deposit of and is stated to be in Force. True Copy annexed here to seen Original and returned to party.





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IN THE COURT OF SMALL CAUSES AT
MUMBAI

(BANDRA BRANCH)

R.A.E. SUIT NO. 26 OF 2019

Shraddha Shelters Private Limited Plaintiff

Versus

Ms. Sudha Patel Defendant

PLAINT

Dated this day of April 2019

*True copy
Razvi*



M/s. Wadia Ghandy & Co.,
Advocates for the Plaintiff
N.M. Wadia Building, 2nd floor, 123,
Mahatma Gandhi Road, Fort,
Mumbai - 400 001.
(NAR/HC/10129)

IN THE COURT OF SMALL CAUSES AT MUMBAI
BANDRA BRANCH

IN

R.A.E. Suit No.265 of 2019
(CNR No.MHSCA3-000634-2019)

CONSENT DECREE

Shraddha Shelters Private Limited

..... Plaintiff.

Versus

Ms. Sudha Patel

.... Defendant.

CORAM: SHRI. S.D. GAWADE

Court Room No.34 (B.B.)

Date : 22nd December, 2021

Claim : Rs.1000/-

This suit came on board for final hearing on 22nd December, 2021 before the Hon'ble Judge Shri. S.D. Gawade in the presence of M/s. Wadia Ghandy & Co, Advocate for the plaintiff and M/s. R.V. & Co, Advocate for the Defendant.

It is ordered that:

1. The suit is finally disposed off in view of the Consent Terms Exh.24.
2. Parties to bear their own cost.
3. Consent decree be drawn up accordingly.

Date : 22/12/2021

Sd/-
(S.D. Gawade)
Judge, C.R. No. 34 (BB)

(* Copy of Consent-term attached herewith.)



**IN THE COURT OF SMALL CAUSES AT MUMBAI
(BANDRA BRANCH)**

R.A.E. SUIT No. 265 OF 2019

SHRADDHA SHELTERS PRIVATE LIMITED,)
a company duly incorporated under the)
Companies Act, 1956 and having its Registered)
Office at Westbay, C.T.S. Nos. F/1133 To F/1136,)
Village Bandra, Jari Mari Road, Bandra West,)
Mumbai - 400 050) **... PLAINTIFF**

VERSUS

MRS. SUDHA PATEL)
aged unknown, Occ: unknown residing at Room)
No. 15, First Floor, Adult, Indian Inhabitant, having)
address at Rangari Chawl alias Bhagwan Bhuvan,)
Jari Mari Mandir Road, Bandra (West), Mumbai -)
400050.) **... DEFENDANT**

CONSENT TERMS

The representatives of Plaintiff and the Defendant have held various discussions from time to time and have agreed to amicably settle the captioned matter in light of the Plaintiff and the Defendant having agreed to perform all their following mutual roles and obligations in the manner as set out hereinafter:

1. It is hereby agreed between the parties that the Plaintiff is the sole and absolute owner of and duly seized and possessed of the plot of land bearing CTS Nos. F/1133A and F/1133 B (earlier numbered as F/1133 to F/1136) admeasuring 5,316 square yards i.e. 4,446 square meters ("the said Land") and the structures / buildings / chawl standing thereon lying being and situated at Jari Mari Mandir Road,

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S A Patel



Bandra (West), Mumbai - 400 050 (hereinafter collectively referred to as the "said Property").

2. The Plaintiff has filed this Suit for the purpose of, inter alia, seeking an order and decree from this Hon'ble Court for eviction of the Defendant from Room No. 15 ("Suit Premises") situated on the First Floor of 'New Rangari Chawl' located on a portion of the said Land ("the said Chawl") and for payment of rent along with mesne profits to the Plaintiff on the grounds as more particularly set out in the Plaint.
3. The Plaintiff is desirous of undertaking development / re-development of various portions of the said Property (including the said Chawl) including by clubbing / amalgamating development / re-development of the said Property (or part thereof) with other properties / projects / schemes ("the Additional Properties") inter-alia by construction of new building/s ("New Building/s") on the said Land and / or adjoining land and/ or the Additional Properties in phases and doing all acts, deeds, matters and things as are required in this regard ("the Project"). The Plaintiff has already commenced development / re-development of a portion of the said Property. The Plaintiff is desirous of and in the process of applying and obtaining necessary consents, permissions, approvals for the development / re-development of the said Chawl and execution of the Project. It is declared, confirmed and agreed between the parties that the Plaintiff is duly entitled to execute the Project and undertake all acts, deeds, matters and things as are required in this regard. The Defendant hereby fully agrees and hereby gives his free, absolute and irrevocable consent for the execution of the Project including for the development/re-development of the said Chawl.
4. Subject to the Defendant performing his obligations hereunder, and in lieu of the Suit Premises and, and also in consideration of performance and discharge of all the obligations mentioned herein, the Plaintiff shall in lieu of the Suit Premises allot a permanent alternate accommodation being a residential premises admeasuring 450 square feet carpet area (inclusive of fungible FSI) free of cost on ownership basis in any of the proposed New Building/s to be constructed either on a portion of the said Land and / or Adjoining land and/or on the Adjoining Properties to land bearing CTS Nos. F/1133A and F/1133 B (earlier numbered as F/1133 to F/1136) (except property bearing CTS No. 1147, 1147A, 1147B, 1147C, 1148, 1561C and 1561D even if the same is amalgamated with said Land and/or Adjoining land and/or the Adjoining



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Properties), as the Plaintiff may deem fit (hereinafter referred to as the "said PAA"). The Defendant shall not raise any objection to the place and location of the said PAA within the Project. It is hereby agreed between the Parties that subject to the redevelopment process, the Parties to the agreement will execute the PAA Agreement before vacating the Suit Premises and it shall be registered. In case, if the said chawl is demolished by the MCGM under C-1 category, before handing over possession of the suit premises to the Plaintiff as per the clause 5 herein, the Parties to the agreement will execute the PAA Agreement, within 30 days of demolition of the said chawl, as per the draft annexed and initialized by the parties and the copy of which is annexed to the present Consent Terms. The stamp duty, registration charges, service tax, VAT, GST payable on the said New Premises allotted to the Defendant shall be borne and paid by the Plaintiff herein.

5. Upon the identification / finalization of the plans of the New Building/s in which the Defendant shall be allocated the said PAA and receipt of the Intimation of Approval / Intimation of Disapproval of such building, the Plaintiff shall intimate the same to the Defendant by way of a written notice ("Notice of Vacation"). The Defendant agrees and undertakes to remove all his belongings, articles, family members, from the Suit Premises and vacate the same and handover the Suit Premises to the Plaintiff within 45 days from the date of receipt of the Notice of Vacation. It is agreed between the Parties that there are no timelines attached to the Plaintiff for identification / finalization of the New Building/s in which the Defendant shall be allocated the said PAA and obtainment of the Intimation of Approval / Intimation of Disapproval of such building and the same is to be undertaken as per the timelines which the Plaintiff deems fit.
6. It is agreed between the parties that the Defendant, and his agents, servants, representatives, legal heirs and any person/s claiming through him and/or the person/s through whom the Defendant claims and/or the person/s acting in concert with and/or at the instance or behest of Defendant and/or his family members, heirs, legal representatives, successors, agents and servants etc., are permanently restrained and prohibited by a permanent order and injunction of this Hon'ble Court, from in any manner:-



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(a) preventing or obstructing or otherwise hindering the Plaintiff from executing the Project including demolishing the Suit Premises and/or the said Chawl known as New Rangari Chawl.

(b) creating any third-party rights and/or inducting any third party in the Suit Premises or any part thereof and/or entering upon and/or permitting any person/s to enter upon and/or remaining in occupation of the Suit Premises or any part thereof;

(c) entering into any agreements, transaction, arrangement, understanding and/or make any commitment and/or sign any documents in respect of the Suit Premises or any part thereof with any person or persons; and

(d) doing or executing or causing to be done or executed any act, deed, matter or thing whereby the Suit Premises or any part thereof or rights and entitlements of Plaintiff are in any way affected, jeopardized, obstructed, impeded or hindered.

(e) Assigning any rights and / or obligations hereunder in favour of any third party.

7. The Defendant doth hereby declares and confirms that:

(a) She is the sole tenant in respect of the Suit Premises;

(b) She is in sole and exclusive possession of the Suit Premises and no other person/s has claimed tenancy or any other right in respect of the Suit Premises or any part thereof, she is residing with her son and his wife;

(c) She has not created any third party rights of any nature whatsoever in respect of the Suit Premises or any part thereof;

(d) She has not inducted any person into the Suit Premises or parted with possession thereof or any part thereof or permitted any person to use, occupy or possess the Suit Premises or any part thereof

(e) There is no suit nor any proceedings nor any lispense or other notice or any attachment either before or after judgment pending in respect of the Suit Premises or any part thereof;



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- (f) She has not created any mortgage, lien, charge, right or any other encumbrances or impediments on the Suit Premises or any part thereof;
- (g) She is competent, capable and is in position to enter into this Consent Terms and observe, perform and to comply with all the terms, conditions, covenants, undertakings as contained in these Consent Terms;
- (h) She is not prohibited from observing, performing and complying with all or any of the terms, conditions, covenants, undertakings as contained in these Consent Terms or otherwise;
- (i) Save and except the Defendant, no other person/s is/ are claiming to be interested in the Suit Premises or any part thereof, in any capacity whatsoever; and
- (j) She has paid all the rents and other outgoings etc. payable in respect of the Suit Premises to the concerned authorities and all other public bodies till date and shall continues to pay the same till he vacates the Suit Premises.

8. Defendant agrees and undertakes to this Hon'ble Court that neither the Defendant nor her agents, servants, representatives nor any person/s claiming through her and/or the person/s through whom the Defendant claim nor the person/s acting in concert with and/or at her instance or behest, nor any of her heirs or legal representatives, will, directly or indirectly, or in any manner whatsoever:-

- (a) prevent or obstruct or otherwise hinder or attempt to prevent or obstruct or otherwise hinder the Plaintiff from developing the said Property or constructing the New Building/s thereon or any part thereof or executing the Project including the demolition of the Suit Premises and/or the said Chawl known as New Rangari Chawl;
- (b) create or attempt or purport to create any third party right or encumbrance in respect of the Suit Premises or any part thereof and/or in respect of the said PAA in favour of any third party;
- (c) induct any third party in the Suit Premises or permit any person/s to enter upon the Suit Premises or any part thereof;

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- (d) make any structural or other alternation of any nature whatsoever in the Suit Premises or any part thereof;
- (e) enter into any agreements, transaction, arrangement, understanding and/or make any commitment and sign any documents in respect of the Suit Premises and/or the said PAA or any part thereof with any person or persons; and
- (f) do or execute or cause to be done or executed any act, deed, matter or thing whereby the rights and entitlements of Plaintiff are in any way affected, jeopardized, obstructed, impeded or hindered.

9. The Plaintiff hereby agrees and confirms that:

- a) the Defendant is the tenant of the suit premises and till date nothing is due and payable towards rent by Defendant to the Plaintiff in respect of suit premises.
- b) Subject to terms hereof and PAA Agreement, right of the Defendant in respect of the suit premises shall not be affected by virtue of Plaintiff availing any financial assistance by mortgaging the project or in any other manner or Plaintiff assigns, transfers, parts with his rights in the said project.

10. Agreed, declared, confirmed and undertaken by the Defendant that the Defendant hereby saves, defends, keeps harmless and indemnifies and shall always keep the Plaintiff, their directors, shareholders, nominees, assigns saved, defended, kept harmless and indemnified of, from and against all losses and/or damages that may be suffered and/or the costs, charges and/or expenses that may be incurred by the Plaintiff, their directors, shareholders, nominees and/or assigns on account of any claim or demand of any nature whatsoever being made by any person or persons in respect of the Suit Premises and/or the said PAA or any part thereof and/or if any of representations, declarations, statements and warranties made by the Defendant as contained herein is found to be incorrect, false or misleading and/or otherwise howsoever.

11. Defendant is ordered and directed to withdraw unconditionally any and all the proceedings (if any), allegations, objections, charges, complaints etc. that he may have filed and/or adopted against the Plaintiff and/or against redevelopment of said



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chawl and/or against the said property including all the proceedings (if any), allegations, objections, charges, complaints etc. filed by him before the Court/s, Tribunal/s, revenue authorities, municipal authorities, revenue ministers, police station etc., within 30 days from the date hereof. Defendant agrees and undertakes to this Hon'ble Court (a) to withdraw unconditionally all the proceedings, allegations, objections, charges, complaints etc. that he may have filed and/or adopted against the Plaintiff and/or against redevelopment of said chawl and/or against the said property including all the proceedings, allegations, objections, charges, complaints etc. filed by him before any and all the Court/s, Tribunal/s, municipal authorities, revenue authorities, revenue ministers, police station etc., within 30 days from the date hereof and (b) that Defendant shall directly and/or indirectly hereafter not make, adopt, take, file etc. proceedings, allegations, objections, charges, complaints etc. against the Plaintiff and/or their predecessors in title and/or any person/s claiming through the Plaintiff AND/OR against the Suit Premises or any part of the said Property AND/OR against the development of the said Property or any part thereof.

12. The Defendant agrees, declares, confirms and undertakes to this Hon'ble Court that save and except the said PAA and Rent agreed to be provided by the Plaintiff in accordance with Clauses hereinabove, no other premises, amounts and/or other consideration of any nature whatsoever is or shall be payable to or claimed by the Defendant on any ground or any account whatsoever. In case, where the said chawl is demolished by the MCGM under C-1 category, before handing over possession of the suit premises to the Plaintiff, the Plaintiff agrees and undertakes to pay to the Defendant a sum of Rs.35,000/- per month from the date of demolition by BMC or from the date on which the Defendant hands over possession of the suit premises to the Plaintiff in accordance with clause 5 herein. It is expressly agreed and confirmed by the Defendant that the Defendant will not be allotted separate car park. The Defendant has no objection in sharing 1 (One) covered car park to be allotted to Mrs. Kapilaben Arvindbhai Patel for Room No.1.

13. It is expressly agreed and confirmed by the Defendant and it is hereby ordered and decreed that if the Defendant commits any material breach of any terms and conditions of this Consent Terms and/or any other writing/s that may be executed by and/or between the parties hereto, all the right, title, interest, advantages, benefits etc. of the Defendant under this Consent Terms and the Agreement for Permanent



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Alternate Accommodation, if any executed by then, the Plaintiff shall be entitled to give 30 days' notice to remedy such breach and in the event of the Defendant not remedying the breach, the Agreement for Permanent Alternate Accommodation shall forthwith come to an end. In case such breach is prior to the handing over possession of the Suit Premises by the Defendant to the Plaintiff, there shall be a decree of eviction against the Defendant and in favour of the Plaintiff, and the Court Receiver, High Court, Bombay shall stand appointed as receiver of the Suit Premises who shall, on an application being made by the plaintiff in that behalf, take possession, with the police help, if so required, of the Suit Premises from the defendant and/or any person be found in possession thereof, and hand over the same to the plaintiff.

14. These Consent Terms shall be binding upon the parties hereto and their respective heirs, executors and administrators and all the persons whose hands the said PAA may be permitted to come.

15. The Defendant agrees and undertakes to this Hon'ble Court, to sign, do, perform and/or execute and/or cause to be signed, done, performed and executed all deeds, documents, writings, acts etc. as may be necessary or required by the Plaintiff to give full and complete effect to these Consent Terms.

16. There shall be a decree in terms of these Consent Terms.

Dated this 22nd day of DEC 2021 I-4

For SHRADHA SHELTERS PVT. LTD.

I-4
Director/Authorised Signatory

Sudha A Patel

Defendant

Sudha A Patel

I-4

Advocate for Plaintiff.

Adv. Naziya Khan
For Wade & Chandy & Co.

R.V. Yachar
Advocate

Advocate for Defendant

R.V. Yachar



SHRADDHA SHELTERS PRIVATE LIMITED

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Reg. Off.: TIRUMALA RESIDENCES, CTS - F/1133 TO F/1136, VILLAGE BANDRA, JARI MARI ROAD
BANDRA (WEST) MUMBAI - 400050 | Tel.: 91-22-26408511 | Email: info@transcon.in |
www.transcon.in Corporate Identity Number (CIN) : U45200MH2007PTC171943.

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS ("BOARD") OF SHRADDHA SHELTERS PRIVATE LIMITED ("COMPANY") HELD ON THURSDAY, 17TH OCTOBER, 2019 AT 11:30 PM AT TIRUMALA RESIDENCES, CTS-F/1133 TO F/1136, VILLAGE BANDRA, JARI MARI ROAD, BANDRA (WEST), MUMBAI-400050.

"RESOLVED THAT in suppression of the earlier resolution passed in this regard Mr. Rishi Todi and Mr. Tushar Zaveri, Authorised Representative of the Company be and are hereby severally authorized to file, institute, adopt, defend, oppose and/or contest any and all proceedings of any nature that may be filed or pending by or against the Company in any Court, Tribunal, Forum or any Competent Authority, as may be necessary, desirable or expedient and to appoint the Advocates and Solicitors, sign, seal and affirm the Vakalatnama, Plaint, Affidavit in Support, Notice of Motion, Chamber Summons, Affidavit in Reply, Rejoinder, Written Statement, Application, Affidavits, Application, Amendment Application, Sur- Rejoinder, statement of claim, revision, appeal, petition, review, Intervention Application, Caveat etc. and to file complaint, if any in any Court, Tribunal, Forum or any Competent Authority, as may be necessary, desirable or expedient and to give evidence and all other papers, documents, writings etc. as may be necessary for the said purpose and to give evidence on behalf of the Company and to move the Writ Court, Appeal Court/ Authorities against any order that may be passed, if necessary, or defend the Company in such revision, review, writ, Appeal, if any preferred or for such purpose as may be necessary and to make, sign and/or to present all necessary petition, memos, applications, affidavits and other pleadings in the writ court, Appeal Court/ authority as may be necessary for the purpose of protecting the interests of the Company and in general to do such other and further acts, deeds, matters and things as may be deemed fit and appropriate in the circumstances of the case.

RESOLVED FURTHER THAT Mr. Rishi Todi and Mr. Tushar Zaveri, Authorized Representative of the Company be and are hereby jointly and/or severally authorized, on behalf of the Company to negotiate, settle, finalise, file, tender, submit and sign Consent Terms and all other papers, documents and writings and take all steps, action and do all such things as may be desired and/or required in connection with filing and signing of Consent Terms in respect of cases /suits of the Company filed or pending by or against the Company in any Court, Tribunal, Forum or any Competent Authority.

RESOLVED FURTHER THAT consent of the Board be and is hereby accorded for authorizing Mr. Rishi Todi, and Mr. Tushar Zaveri, Authorised Representative of the Company severally to appear and act on behalf of and represent the Company in all matters before Central Government, State Government and similar other authorities, public bodies, public officers, local self-governing bodies, and all Government Offices and S.R.A, B.M.C, Building Proposal Department, M.C.G.M, City Survey and other civic bodies and to file any complaint before aforesaid authorities and to sign and execute all papers, applications, agreements, documents, declarations, undertakings, and documents, papers that may be required for and on behalf of the Company and to do all or any of the acts, deeds, matters and things as may be considered expedient and necessary on behalf of the Company.



SHRADDHA SHELTERS PRIVATE LIMITED

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Reg. Off.: TIRUMALA RESIDENCES, CTS - F/1133 TO F/1136, VILLAGE BANDRA, JARI MARI ROAD
BANDRA (WEST) MUMBAI - 400050 | Tel.: 91-22-26408511 | Email: info@transcon.in |
www.transcon.in Corporate Identity Number (CIN) : U45200MH2007PTC171943.

RESOLVED FURTHER THAT any of the Directors of the Company, be and are hereby severally authorised to certify a copy of this resolution and issue the same to all concerned parties."

CERTIFIED TO BE TRUE COPY

For SHRADDHA SHELTERS PRIVATE LIMITED

KIRTI KEDIA
DIRECTOR
DIN: 00325862



DATE: 20TH SEPTEMBER, 2020
PLACE: MUMBAI



True copy
Naginder
for Wadia & Chaudhary & Co



भारत सरकार
Government of India



तुषार पुरशोत्तम जवेरी
Tushar Purshotam Javeri
जन्म तारीख / DOB: 18/06/1967
पुरुष / Male



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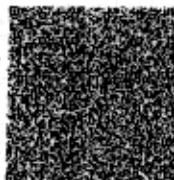
भारतीय विश्वविद्यालय
Unique Identification Authority of India



पता: ए 206, अर्कोर्ड सीएसएलटीडी, 2 क्रॉस लैन्स,
लक्ष्मणविला कॉम्प्लेक्स, अंधेरी वेस्ट, मुंबई, महाराष्ट्र,
400053

Print Date: 21/12/2011

Address: A 206, Accord CHS LTD, 2nd
Cross Lane, Lakshmanwala Complex,
Andheri West, Mumbai, Mumbai,
Maharashtra, 400053



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भारत सरकार
Unique Identification Authority of India

नॉदणी क्रमांक: / Enrolment No.: 2006/60083/00208

To
सुधा अतुल पटेल
Sudha Atul Patel
W/O Atul Patel
JARI MARI MANDIR MARG, BEHIND NATIONAL LIBRARY
ROOM NO. 1/15, NEW RANGARI CHAWL
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आपला आधार क्रमांक / Your Aadhaar No. :

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माझे आधार, माझी ओळख



भारत सरकार
Government of India



सुधा अतुल पटेल
Sudha Atul Patel
जन्म तारीख/DOB: 25/09/1967
महिला/ FEMALE

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माझे आधार, माझी ओळख

Sudha A Patel



Sudha A Patel

AGREEMENT OF PERMANENT ALTERNATE ACCOMMODATION

THIS ARTICLE OF AGREEMENT is made and entered at Mumbai on this _____ day of _____ 2021.

BETWEEN

SHRADDHA SHELTERS PRIVATE LIMITED a company registered under the provisions of the Indian Companies Act, 1956, having its registered office at Westbay, C.T.S. Nos. F/1133 To F/1136, Village Bandra, Jari Mari Road, Bandra West, Mumbai – 400 050, hereinafter referred to as "**Owners**" (which expression shall unless it be repugnant to the context or meaning thereof shall deemed to mean and include its successor/s and assigns) of the One Part;

AND

MRS. SUDHA PATEL, Indian inhabitant of Mumbai, residing at Room No. 15, First Floor, Adult, Indian Inhabitant, having address at New Rangari Chawl alias Bhagwan Bhuvan, Jari Mari Mandir Road, Bandra (West), Mumbai – 400050, hereinafter called the "**Tenant**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include his/her heirs, executors, administrators and permitted assigns) of the Other Part.

WHEREAS:-

- A. The Owners are the owners of the plot of land bearing C.T.S Nos. F/1133A and F/1133 B (earlier numbered as F/1133 to F/1136) of village Bandra, M.S.D admeasuring 5,316 square yards i.e. 4,446 sq. meters (hereinafter referred to as the "**said plot**").
- B. The predecessors in title of the Owners constructed a chawl consisting of ground plus one upper floor known as "**Bhagwan Bhuvan**" and also known as New Rangari Chawl (hereinafter referred to the "**said chawl**"). The said chawl comprises of 24 rooms;
- C. There are/were other structures on the said plot. The said plot and the structures standing thereon shall hereinafter be referred to as the "**said larger property**". The said larger property is more particularly described in the **Schedule** hereunder written and shown and bounded by Blue



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coloured lines on the plan annexed hereto and marked as **Annexure "1"**. The Tenant is aware that the Owners are developing various portions of the larger property in a phase-wise manner, and at present, the Owners are constructing a multi-storey building on a portion of the said plot. The Tenant is also aware that the Owners are in process of acquiring the rights in respect of the adjoining properties, and the after acquiring the same, the Owners shall develop the larger property independently or jointly with such adjoining properties (the "**said redevelopment**");

- D. During the course of development, the Owners demolished a building, being Building A, which comprised of ground and three upper floors "Purshottam Nagar 'A' Cooperative Housing Society", and the members thereof are being re-accommodated in the building under construction;
- E. The Tenant is tenant of Room No. 15 admeasuring about 279 (Two Hundred Seventy Nine) square feet (carpet area) on the First floor of the said chawl (hereinafter referred to as "**the said existing premises**") and paying rent of Rs. 55.18/- (Rupees Fifty Five point Eighteen only) per month to the Owners;
- F. The said chawl is in a dilapidated condition. The Tenant is aware that the Owners require the said chawl to be demolished and construct a new building thereat;
- G. The Owners and the Tenant have agreed herein that the Tenant will surrender the tenancy rights in respect of the said existing premises and hand over possession thereof to the Owners and the Owners shall provide to the Tenant a permanent alternate accommodation on ownership basis, free-of-cost of construction in lieu of their respective said existing premises;
- H. After detailed discussion held between the parties, the Owners agreed to accommodate the Tenant herein in the new building to be constructed either on a portion of the larger property or on the adjoining properties except property bearing CTS No. 1147, 1147A, 1147B, 1147C, 1148, 1561C and 1561D even if the same is amalgamated with said Land and/or Adjoining land and/or the Adjoining Properties (hereinafter referred to as "**the said Building**"), as the Owners may deem fit, on ownership basis, free-of-cost of



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construction, in lieu of their respective said existing premises and the Tenant has agreed to co-operate with the Owners in the scheme of re-development of the larger property / adjoining properties and vacate and handover vacant possession of the said existing premises to the Owners for the purpose of demolition of the same, on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH and it is agreed by and between the parties as under:-

1. The recitals contained above form integral and operative part of this agreement as if the same were set out and incorporated herein.
2. The Tenant hereby agrees, confirms and declares that he/she is the sole tenant in respect of the said existing premises being Room No.15 on the First floor of the said chawl having carpet area of 279 (Two Hundred Seventy Nine) square feet. The Tenant further declares and confirms that, and save and except the Tenant, her husband and son (who are and shall always be bound by this Agreement), there is no other person in possession of the said existing premises.
3. The Tenant hereby accords his irrevocable and unconditional consent for demolition of the said existing premises and the said chawl. The Tenant confirms that the Owners are and shall always be entitled to re-develop the larger property and adjoining properties (if the Owners acquire rights therein) either by amalgamating the same with the larger property or otherwise, and construct building/s, in such manner as the Owners deem fit.
4. The Tenant hereby irrevocably and unconditionally agrees and undertakes to co-operate with the Owners and/or its nominees in the said redevelopment. The Tenant shall hand over quiet, vacant and peaceful possession of the said existing premises to the Owners, as and when demanded by the Owners, to enable the Owners to demolish the said existing premises and the said chawl and reconstruct building/s, as aforesaid.



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5. In consideration and subject to the Tenant complying with and/or performing all the terms and conditions and obligations as mentioned herein, the Owners herein agree to allot a Flat in the said Building as Permanent Alternate Accommodation consisting of one bedroom, hall and kitchen all together admeasuring carpet area of 450 square feet carpet area on 'ownership basis' (hereinafter referred to as the "**said flat /Permanent Alternate Accommodation**"), in lieu of the said existing premises, free of cost of construction on ownership basis. For this Agreement "cost of construction" shall mean and include cost of materials, cost of architect, payment to planning authority, if any, required to be incurred for the purpose of construction of Permanent Alternate Accommodation. However, the cost of construction shall not include payment of deposits required to be made for obtaining electricity connection, gas connection, water connection etc. and share application money, maintenances charges, society outgoings, society formation charges, legal and administrative charges, utilities charges. The said Permanent Alternate Accommodation is shown on the tentative floor plans annexed hereto and marked as **Annexure "3"**. The said tentative floor-plans are subject to the approval of the Mumbai Municipal Corporation of Greater Mumbai (the "**MCGM**") and/or the concerned authorities. The Owners are and shall be entitled to amend the plans, as the authorities may require and/or the Owners may desire.
6. The Tenant undertakes to sign and execute all declaration, affidavit, NOCs etc. in such form and manner as the Owners may require from time to time, including for submitting with the MCGM, or other concerned authorities in the course of the said redevelopment.
7. The Tenant hereby irrevocably agrees and confirms that the Owners are entitled to make changes or alterations in the said new buildings plans as may be required / desired by the Owners and/or MCGM or other concerned authorities without affecting the area and amenities of the said Permanent Alternate Accommodation to be allotted, provided and given to the Tenant as herein recorded.
8. The Tenant hereby declares and stated that:

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- (a) He/ She alone is entitled to the tenancy/occupancy rights in respect of the said existing premises and no one else has any claim, demand share, right title or interest in respect thereof.
- (b) If any claim is made by anyone claiming by under or through him/her, or otherwise howsoever, to the said existing premises or to the Permanent Alternate Accommodation, he/she will keep the Owners and/or its assignees and all persons claiming by or under or through it indemnified from and against any such claims and demands of such claimants and also of from and against all costs charges and expenses, which the Owners and/or all persons claiming by or under or through it, may incur.
- (c) The Tenant is in sole and exclusive possession of the said existing premise and no other person is in possession / occupation of or entitled to possession of the same or of any part thereof. The Tenant is residing with her husband and son;
- (d) He / She has observed, performed and complied with all the terms and conditions of the tenancy and there is no breach of any of the terms or provisions thereof where by his/her tenancy is liable to be terminated.
- (e) He / She has not entered into any agreement or arrangement of whatsoever nature with any other persons including for letting out of the said existing premises or any part thereof or for allowing the same to be used on leave and license or on any other basis, and he/she is competent and entitled to enter into this Agreement and to vacate and deliver vacant possession of the said existing premises to the Owners and/or its assigns in the manner provided herein, without having to obtain the consent, concurrence or permission of any other person;
- (f) There is no proceeding whatsoever pending in any court or forum or before any authority in respect of or concerning the said existing premises and/or his/her tenancy right thereto and therein;



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- (g) No income tax or other public authority has issued any order restraining him/her from entering into this Agreement in respect of the said existing premises and there is no attachment or other prohibitory order issued by any competent court or authority;
- (h) He / She will fully co-operate with the Owner/its nominees in the said redevelopment, including demolition of the said chawl as contemplated hereunder;
- (i) He / She shall not do or execute or cause to be done or executed any act, deed, matter or thing whereby the larger property or any part thereof or the Owners rights, title, interest, entitlement etc. and/or the said redevelopment are in any way affected or jeopardized;
- (j) He / She shall not do or execute or cause to be done or executed any act, deed, matter or thing which is contrary to any of the terms, conditions, obligation as contained in this Agreement;
- (k) He / She shall not do or execute or cause to be done or executed anything, which can cause nuisance, annoyance or disturbance in the said re-development and/or to the Owners and/or to the occupiers of the premises in the new buildings.
- (l) He / She shall not in any way damage the top terrace, common partition walls, common amenities, ceiling, beam, columns, compound wall and/or pillars of the new building and/or Permanent Alternative Accommodations:
- (m) He / She shall not do or execute or permit on cause to be done executed in the Permanent Alternate Accommodation or the new building any act by reason where of its insurance may become void or voidable or cause an increase in the premium payable in respect thereof:
- (n) He / She shall not use or permit or permit the Permanent Alternate Accommodation to be used in any manner or permit to be done thereon anything, which is illegal or immoral;



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- (o) He / She shall not to interfere and/or disturb the demolition and said existing premises and construction of said Building and/or the said redevelopment;
- (p) He / She shall observe, perform and comply, with all the terms, conditions, covenants, obligations as contained in this Agreement;
- (q) He / She shall extend all co-operation and sign all papers and application, which may be necessary or desired by the Owners for implementation of these present and/or for the said redevelopment, including demolition of the said chawl and construction of the new building/s thereon: and
- (r) He / She shall maintain at her own cost the Permanent Alternate Accommodation from the date on which the possession of the Permanent Alternate Accommodation is offered in a good and tenable state of repair and condition and shall not do or suffer to be done in or to the new building or any part or portion thereof anything which may be against any laws, rule, regulations or bye-laws framed by Government, the MCGM or any other local/public/body/ authority, nor shall the Tenant change, alter or make any structural additions or alterations on, in or to the Permanent Alternate Accommodation in the said building or any part or portion thereof, without the necessary permission under the law for the time being in force.

9. The Tenant hereby agrees, declares and confirms that save and except the said Permanent Alternate Accommodation and the Temporary Accommodation Charges @ Rs. 35,000/- Rupees Thirty Five Thousand Only per month as per clause 14 herein for the first year with escalation of 5% every year therein, the Tenant shall not be entitled to receive and/or recover any other premises and/or amount from the Owners / its nominees and/or the Owner / its nominees shall not be liable and/or responsible to allot any additional area or other premises and/or make any other payment to the Tenant.

10. It is agreed and declared by the Tenant that the Owners have and shall continue to have sole and exclusive right, title and interest in upon and/or

SAP S. Patel



relating to the larger property and all the right, title, interest in respect thereof. If, at any time in future, an additional FSI or any kind of additional benefits in, upon or relating to the larger property or any part thereof, including the said chawl becomes available, the same shall belong to the Owners and/or its nominees, and neither the Tenant nor shall any other tenants/occupants have or be entitled to any right, title, interest claim over, above and/or in respect of the same or any part thereof. The Tenant hereby confirms that the Owner is entitled to develop the larger property and/or adjoining properties by utilizing the full permissible FSI in respect of the said larger property and also FSI by way of Transfer of Development Rights (TDR) and deal with the premises constructed thereon in the manner they deem fit and proper.

11. Save and except the Permanent Alternate Accommodation to be allotted by the Owners to the Tenants and/or other tenants/occupants all other premises, flats tenements, shops galas, parking, stilt, etc. in the said Building and other building/s to be constructed on the larger properties and/or adjoining properties shall be solely and exclusively owned and retained by and belong to the Owners. The Owners shall be entitled to deal with and dispose of all or any of the premises, tenements, flats etc. in such Building/s and receive, retain and appropriate all the proceeds and/or other consideration in respect thereof for their own use and benefits, and the Tenant and/or other tenants / occupants and/or any other person shall not have any claim or right etc. of any nature whatsoever on or in respect of the same or any part thereof at any time whatsoever.
12. Further, the Tenant hereby declares and confirms that the Tenant is aware that the building/ buildings which will be constructed / is constructed on the northern side of the said larger property will have separate amenities / recreational facilities, and the Tenant herein will have no right in, upon or relating to or access to the said amenities to be provided to the occupants of the building/s to be constructed / being constructed on the northern side of the larger property. The Tenant hereby declares and confirms that the rights of the Tenant herein will be restricted to the amenities/ recreational facilities provided in respect of the said Building.



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13. Subject to force majeure, the Owners/its nominees shall carry out and complete the construction and offer possession of the Permanent Alternate Accommodation within a period of 36 (thirty six months) months with an additional grace period of 12 (twelve) months from the date of the last tenant vacating the said existing premises and handing over quiet, vacant and peaceful possession thereof to the Owners/its nominees or from the date on which the Owners received further Commencement Certificate after the plinth Commencement Certificate in respect of the said Building, whichever is later.
14. It shall be the responsibility of the Tenant to arrange for Temporary Alternate Accommodation at his/her own costs. However, Owners/its nominees shall pay to the Tenant compensation at the rate of Rs.35,000/- (Rupees Thirty Five thousand Only) per month for initial period of 12 (twelve) months and there shall be an increment of 5% every year towards compensation for temporary alternate accommodation. The Owners shall pay the Temporary Accommodation Charges to the Tenant from the date of handing over the quiet, vacant, peaceful and physical possession of the said existing premises by the Tenant or from the date on which the suit premises is demolished by the MCGM under C-1 category, whichever is earlier, till the Owners offer the possession of the Permanent Alternate Accommodation to the Tenant after obtaining Occupation Certificate in respect of the Permanent Alternate Accommodation.
15. It is agreed that in case if the Owners do not call upon the Tenant to vacate the said existing premises by January 2022, then in that event the Owners/its nominees shall pay to the Tenant the said compensation at the rate of Rs.35,000/- (Rupees Thirty Five Thousand Only) per month for initial period of 12 months with an every year increment of 5% from January, 2023 till the time when the Owners called upon the Tenant to vacate the said existing premises.
16. The Owner/its nominees hereby confirm that they shall obtain sanction of building plan and obtain Intimation of Disapproval (IOD) from the concerned authority. The Tenant agrees that he/she shall within a period of 30 (Thirty) days from the date of Owners calling upon him/her in



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writing to vacate the said existing premises he/she shall handover quiet, vacant and peaceful possession of the said existing premises thereof to the Owners/its nominees for the purpose of demolition of the same.

17. Shifting of the Tenants/s to the temporary alternate accommodation and/or vacating and handing over of the possession of the said existing premises to the Owners as herein agreed, shall not amount to surrender of tenancy of the said existing premises. It is also clearly understood that the tenancy rights of the Tenant/s in respect of the said existing premises shall continue till the Permanent Alternate Accommodation is offered by the Owners to the Tenant after obtaining the occupation certificate in respect of the said Permanent Alternate Accommodation from MCGM. The tenancy rights of the Tenants/s shall come to an end upon the Owners/its nominees offering possession of the Permanent Alternate Accommodation to the Tenant.
18. The Owner agrees to provide amenities in the said Permanent Alternate Accommodation as specified in the List of Amenities annexed hereto as **Annexure "4"**.
19. It is agreed by and between the parties that the height of Permanent Alternate Accommodation shall be minimum 2.9 mtrs. from the floor to floor.
20. It is hereby agreed by and between the parties herein that if the area of the Permanent Alternate Accommodation is increased upto 10 square Ft. on account of adjustment and/or planning, the Owner shall not charge any consideration for the increased area and similarly if the area of the Permanent Alternate Accommodation is reduced on account of adjustment and/or planning upto 10 square ft. i.e. upto 441 square feet carpet area, the Tenant shall not be entitled to claim any monetary benefit. However, it is agreed that the area of the Permanent Alternate Accommodation shall not be reduced due to any reason whatsoever by more than 10 square feet, i.e any area less than 441 square feet carpet area. If the area is increased due to any reason whatsoever for more than 10 square feet, the Tenant shall pay an amount to the Owner for such increased area at the market rate prevailing at that time in respect of such increased area. In case of dispute as to the market rate, the ready reckoner rates shall be considered as the market rate.

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21. It is agreed by and between the parties herein that in case the Owner transfers or assigns the project to any other Developer / Transferee, such Developer / Transferee would be bound by all the terms and conditions as contained in this Agreement.
22. It is agreed by and between the parties herein that prior to vacation and handing over possession of the said existing premises to the Owner by the Tenant, the Owner shall hand over 12 account Payee Post Dated Cheques, (PDC) to the Tenant for period 12 (Twelve) months rent for acquisition of Temporary Alternate Accommodation to shift from the existing premises to the Temporary Alternate Accommodation and these account payee PDCs would be given to the tenant by putting the dates therein payable on due dates for each month. For the subsequent period, the Owner shall handover further 12 account payee PDC cheques for further period of 12 months' rent. It is agreed that such PDC shall be handed over 3 (three) months in advance.
23. It is further agreed by and between the parties herein that in case the Account Payee PDC are dishonoured due to any reason which is not attributable to the Tenant, the Owner shall pay amount of such Cheque by RTGS or cheque to the Tenant within 15 days from the receipt of intimation from the Tenant. The Owner shall also reimburse the actual bank charges charged by the Bank of the Tenant due to dishonour of such Cheque. If any of the PDC given to the Tenant by the Owner is/are lost, destroyed or misplaced, then in that event, the Tenant shall inform in writing to the Owner and provide the documents as required by the Owner including the complaint lodged before the Police Station, Indemnity, Declaration, and on receipt of such documents, the Owner shall issue new PDCs in lieu of such lost or destroyed or misplaced cheques to the Tenant. It is agreed that due to death of signatory or termination of authority of the signatory of any of cheque/s, any or all of PDC become non encashable, then in that event, the Owner shall inform to the Tenant about such event and on receipt of such intimation, the Tenant shall return originals of such PDCs to the Owner and on receipt of original of such PDCs, the Owner shall issue new PDCs in lieu of such returned cheques.



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24. The Tenant hereby agrees that the Tenant shall pay the monthly rent and all other outgoings in respect of the said existing premises, including but not limited to water, electricity etc, of the existing premises to the owner till the exiting premises is vacated and peaceful, quiet and possession thereof is handed over to the Owner for demolition. If any such amount is found due or payable by the Tenant, the same shall be deducted by the Owners from the amounts payable by the Owners to the Tenant.
25. It is agreed by and between the parties herein that after the execution of the Agreement for Permanent Alternate Accommodation, if the Tenant wants to transfer his/her the existing premises, the first offer of the same shall be made to the Owners only at the then prevailing market price, if the Owner refuses to buy the same, then in that event the same can be offered to any prospective Tenement Purchaser on the same terms and conditions as agreed by the Tenant and the Incoming Tenant shall be bound by the terms and conditions of this Agreement. However, in no case, shall the Tenant transfer the benefit under this Agreement to any person whatsoever without the prior express written consent of the Owners.
26. It is agreed by and between the parties herein that in an unfortunate event of the death of the Tenant prior to the handing over of the permanent alternate accommodation in the new building by the Owner to the Tenant, the possession of the permanent alternate accommodation shall be handed over to Mr. Kunal Atul Patel, who is the person / persons nominated by the Tenant in this behalf. In such case, upon the Owners so handing over the permanent alternate accommodation to Mr. Kunal Atul Patel, the Owners shall stand discharged from all their obligations.
27. It is agreed by and between the parties that in case no alterations are made in the permanent alternate accommodation, and if any leakage, seepage and/or any defect is noticed within three years from the date of obtaining Occupation Certificate it shall be repaired and rectified within 45 days from the date of the written intimation received by the Owners at their costs and expenses.
28. It is further agreed between the parties that if any structural changes or any repairs modification is carried out by the tenant in the Permanent Alternate

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Accommodation allotted to the Tenant within the period of Three Years, as mentioned in Clause 27, the Owner will not be liable in the event of any leakage, Seepage and/or if any defect is noticed in the premises and in that event Clause 27 will not apply.

29. It is specifically agreed by and between the parties herein that the Owner shall provide one Car Parking Space either in the open/ basement / stilt / podium of / around the said Building, for every two permanent alternate accommodations to be provided to the tenants / occupants of the said, chawl for parking their vehicles. The right of parking of such premises owners shall be governed by the rules and regulations that may be formed by the society that may be formed of the premises owners in the said Building.
30. The Tenants shall fully co-operate with the said redevelopment and for that purpose make sign and execute letter of no objection or consent or any other deeds, documents and writings as may be required by the Owners, MCGM and/or any other authorities for the said redevelopment and make, sign and execute any letter of No Objection or consent or other deed, agreement or writing as may be required to be submitted to the MCGM, MHADA, Mumbai Building Repair and Reconstruction Board (MBRRB) and/or any other authority.
31. The Tenant hereby irrevocably confirms that the allotment of flat by way of Permanent Alternate Accommodation amongst the Tenant and other tenants shall be done by way of draw of lots and Tenant shall not object to the same on any ground whatsoever. It is further agreed by the tenant/s that in case any of the tenant/s and his immediate family member is having more than one rooms in the said chawl, then in that event such tenant/s and his immediate family member shall be allotted the Permanent Alternate Accommodation on the same floor, subject to availability, and the Tenant/s shall not object to the said allotment on any ground whatsoever. The Tenant/s hereby agrees and undertakes that the Tenant/s shall accept the allotment without any condition and shall not raise any grievance or claim, in future, on any ground whatsoever.

For clarification, such allotment shall be done in the following manner:

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If in the draw/lottery either such tenant or his immediate family members is allotted a permanent alternate accommodation on any particular floor, then in that event the allotment of the Permanent Allotment Accommodation to such tenant/s or his immediate family member tenant or immediate family member will be allotted the next available permanent alternate accommodation on the same floor, subject to availability, and such tenant/s or his immediate family member will not be entitled to participate in the draw/lottery.

32. The Owners and its nominees shall be entitled to modify the plan, required by the concerned authorities, however, if such changes reduce the carpet area of the Permanent Alternate Accommodation to be allotted to Tenant herein, then Owners shall before carrying out such changes obtain consent of Tenant in writing.
33. The Tenant shall take possession of Permanent Alternate Accommodation within 30 (Thirty) days from the date of Owners offering in writing in the said that is ready for occupation after obtaining Occupation Certificate /Part Occupation Certificate in respect of the said Building. Notwithstanding whether Tenant has taken possession of such Permanent Alternate Accommodation or not, the liability of the Owners/its nominees to pay compensation for Temporary Alternative Accommodation shall come to an end after expiry of 30 days from the service of Intimation in writing to the Tenant, and Tenant will be liable to pay his/her share of municipal taxes, maintenance fees and other charges for the permanent alternate accommodation from that date.
34. It is expressly agreed that it is the sole discretion and authority of the Owners to make and/or form one or more co-operative societies. It is agreed that only after the Owners have sold all the premises, flats and other tenement and allotted all the garages, stilt, parking, etc. in the building/s to be constructed on the larger property and/or the adjoining properties and only after the Owners received all the amount and consideration from the purchases thereof, the Owner shall form one or more societies and till then, the Owners shall not be bound and /or called upon and /or required to form any such society, and shall not be required to execute lease or any other document in respect of the said building.

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35. The Tenant hereby agrees to join in the formation and registration of the said society and to sign and execute all applications, forms, bye-laws and other deed and to sign all documents which may be necessary for formation and registration of the said society and shall otherwise do and execute all such other acts and deed as may be necessary in that behalf and shall otherwise render all co-operation and assistance necessary in that behalf and shall become a member of Co-operative Society that may be formed in accordance with the applicable laws, along with other tenants, occupants, purchasers, and pay his/her/their share Application money, entrance fees and Security Deposit for electricity and gas connections and all other expenses payable at the time of the Owners offering possession of the Permanent Alternate Accommodation and shall also pay his/her/their share of municipal taxes and all other outgoings from the date of Owners offering possession like other flat purchasers. It is agreed that the name of the said society shall be determined by the owner and the Tenant shall not object to the same and it will be final and conclusive and binding on the Tenant as also on the purchasers, owners and allottees of all residential flats/shops/tenements and other premises in the said proposed new building or buildings.
36. Immediately on the Owners offering possession of the said flat to the Tenant, the Tenant shall be liable to pay to the Owners the proportionate amount of monthly taxes and other outgoings in respect of the said flat for the common facility like lifts, water pump, staircase, electricity, security service etc. which will be used and maintained by all the occupants of newly constructed building and its expenses will be shared by all the occupants on pro-rata basis of their area. Such payment shall be made to the Owners until the co-operative society is formed and registered and the Owners shall pay and discharge such outgoing still the society is formed and hereafter to such co-operative society, when formed and registered.
37. The Tenant shall pay to the Owners as and by way of reimbursed amount of all the deposits in respect of the Flat if any paid by the Owners.
38. Upon offering possession of the Permanent Alternate Accommodation by the Owners to the Tenant, the Tenant shall be deemed to have surrendered



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the tenancy rights in respect of the said existing premises. At the time of Owners Offering possession of the Permanent Alternate Accommodation, the Tenants shall execute following papers, which shall be prepared by the Owners:

- (i) Recording letter for handing over possession of the Permanent Alternate Accommodation by the Owners to the Tenants and:
 - (ii) Other necessary papers required for formation and registration of the co-operative housing society of the Owners and acquirers of flats and other premises in the said new buildings.
39. All stamp duty and registration charges payable on these presents shall be borne and paid by the Owners alone and the Tenants shall not be liable to bear or pay any part of the same.
 40. The Tenant hereby declares that he/she is aware that the Owners, are entitled to construct any additional structure or building in accordance with the plans that maybe modified and sanctioned by the relevant Authorities as per the building Bye-laws, D. C. Regulation prevailing at present or in future or otherwise and the Tenant hereby gives his/her irrevocable consent to such additional structure/s to be constructed under such alteration, additions or modifications being carried out by the Owners in the larger property.
 41. In the event of any portion of the larger property being acquired by the MCGM for the purpose of widening of existing road, the Owners shall be entitled to handover the said portion of the property and shall alone be entitled to claim and receive the FSI and/or all other benefits thereof and use and exploit the same for the purpose of the said redevelopment or otherwise deal with the same.
 42. In the event of any portion of the larger property being required by the BSES/Tata Power/ Reliance Energy Ltd., for the purpose of installing the electric substation and/or laying electric cable, the Owners shall be entitled to give such portion to them or any of other body on such terms and conditions as the Owners shall think fit.



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43. In the event of any portion of the larger property being notified for setback the Owner alone shall be entitled to claim and receive the FSI and/or all other benefits thereof and use and exploit the same for the purpose of the said redevelopment or otherwise deal with the same.
44. The Owners shall be entitled to offer possession of the said flat to the Tenant after obtaining occupation certificate or part occupation certificate in respect of the said Building, and from the date of such possession is being offered, the Tenant shall be liable to pay all outgoings, charges, maintenance expenses and other expenses in respect of the new flat and car parking space (if payable) after completing 30 days, to the society when formed and registered and until then to the Owners. The Tenant hereby agrees to abide by and comply with all the bye-laws, rules and regulations of the society when formed and registered.
45. The Tenant hereby agrees and undertakes to accept the possession of the permanent alternate accommodation within 30 days from the date on which Owner offers possession of permanent alternate accommodation. The Owners shall not be liable for any loss caused to the Tenant and/or the permanent alternate accommodation and/or the said Building due to fire, riot, strikes, earthquakes or due to any other cause or reason whatsoever after the expiry of such period of 30 days. It is clarified that dispatch of such notice by email to the address available with the Owner shall be considered as deemed service of notice and the period of 30 days shall commence from the date of such email.
46. Notwithstanding anything contained herein, the Tenant hereby agrees, said existing premises /said chawl, the said re-development will not be stopped, affected prejudiced and/or halted etc. under any circumstances including due to any disputes or differences that the Tenant and/or any other tenants / occupants may have inter se and/or against the Owners. This agreement shall be binding on the owners and its nominees.
47. If the Tenant commits any breach of the terms of present Agreement and/or creates hinders and/or obstacles in the said redevelopment (save and except seeking specific performance of this Agreement), the Owners shall be entitled to terminate this Agreement, by giving 15 days' notice to the



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Tenant to remedy the breach, or remove such hinderance or obstacle, as the case may be. On failure of the Tenant to do so, this Agreement shall stand terminated, and the Tenant thereafter shall not be entitled to any benefit (of Temporary Accommodation Charges and Permanent Alternate Accommodation) under this Agreement. Moreover, upon such termination, (i) the tenancy of the Tenant shall continue to exist and the same cannot be terminated on account of invocation of Termination clause by the owners and (ii) the Tenant shall be provided an area equivalent to the said existing premises in the said Building on tenancy basis ("tenancy premises"), by the Owner only after the construction of the said Building is completed and occupation certificate is issued by the concerned authority in respect thereof within time frame as stated in the present Agreement and (iii) the Tenant shall continue to pay rent and all other taxes in respect of the tenancy premises after the possession of the newly constructed premises is handed over to the Tenant. Subject to provisions of this Agreement, if the Owner fails to pay monthly rent or allot the Permanent Alternate Accommodation according to the terms of this agreement, then in that event the Tenant shall be entitled to seek specific performance of this Agreement and filing of proceeding by Tenant for seeking specific performance shall not be construed as a breach of this Agreement.

48. If there is any dispute between the parties hereto, with respective to their respective rights and/or obligations, and/or interpretation of any of the terms and conditions hereof or any other writing that the parties hereto may hereafter execute with respect to the subject matter of the present Agreement, the same shall be referred to the sole arbitrator. that shall be appointed mutually by the Parties. The venue of arbitration shall be Mumbai. The decision of the arbitrator shall be final and binding upon the parties hereto.

IN WITNESS WHEREOF the parties hereto have signed and delivered these presents hereto at Mumbai the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land bearing C.T.S. Nos. F/1133 to F/1136 of village Bandra, Tehsil: Andheri in the Registration District and Sub District of Mumbai

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Suburban District, admeasuring 5,316 square meters (hereinafter referred to as the "said plot") now CTS No. F/1133 A & F/1133 B Banda chawl consisting of ground plus one upper floor known as Bhagwan Bhuvan (popularly earlier known as New Rangari Chawl) knows structure 'C' on the plan and two buildings known as Building A comprising of ground plus even three upper floors and Building B comprising of ground plus seven floor standing thereon referred to individually. The said plot and the said chawl and two buildings and shown and bounded by Blue coloured lines on the plan annexed hereto and marked as Annexure "1"

SIGNED SEALED AND DELIVERED)

By the within named Owners)

M/s. SHRADDHA SHELTERS

) For SHRADDHA SHELTERS PVT. LTD.

PRIVATE LIMITED by the hand of)

Mr. Rishi A Todi its Authorised Signatory)

R. Todi
Director / Authorised Signatory

pursuant to the Resolution dated 17-10-2019)

passed by the said Owners (copy enclosed))

in the presence of:

1.

2.

SIGN SEALED AND DELIVERED)

By the within named Tenant)

MRS. SUDHA PATEL

In the presence of:

Sudha A Patel

Sudha A Patel

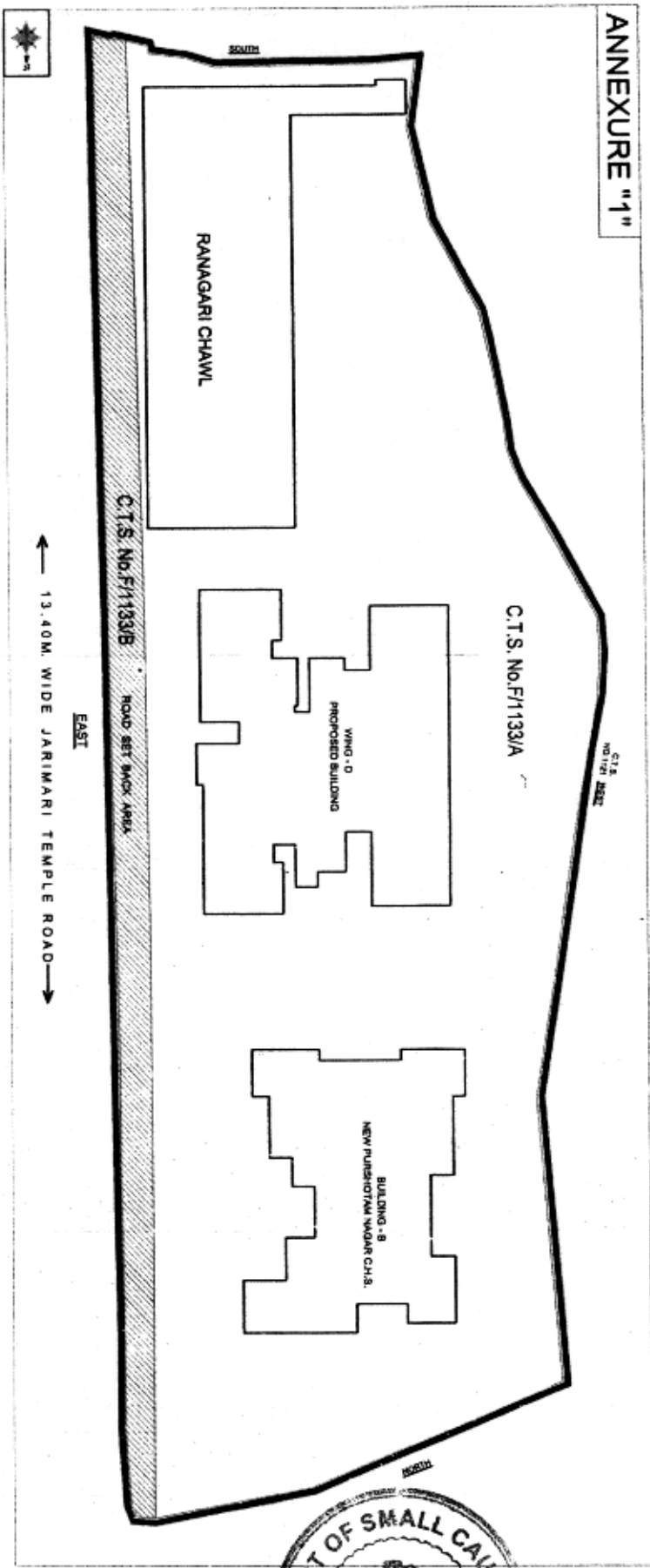
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ANNEXURE "1"

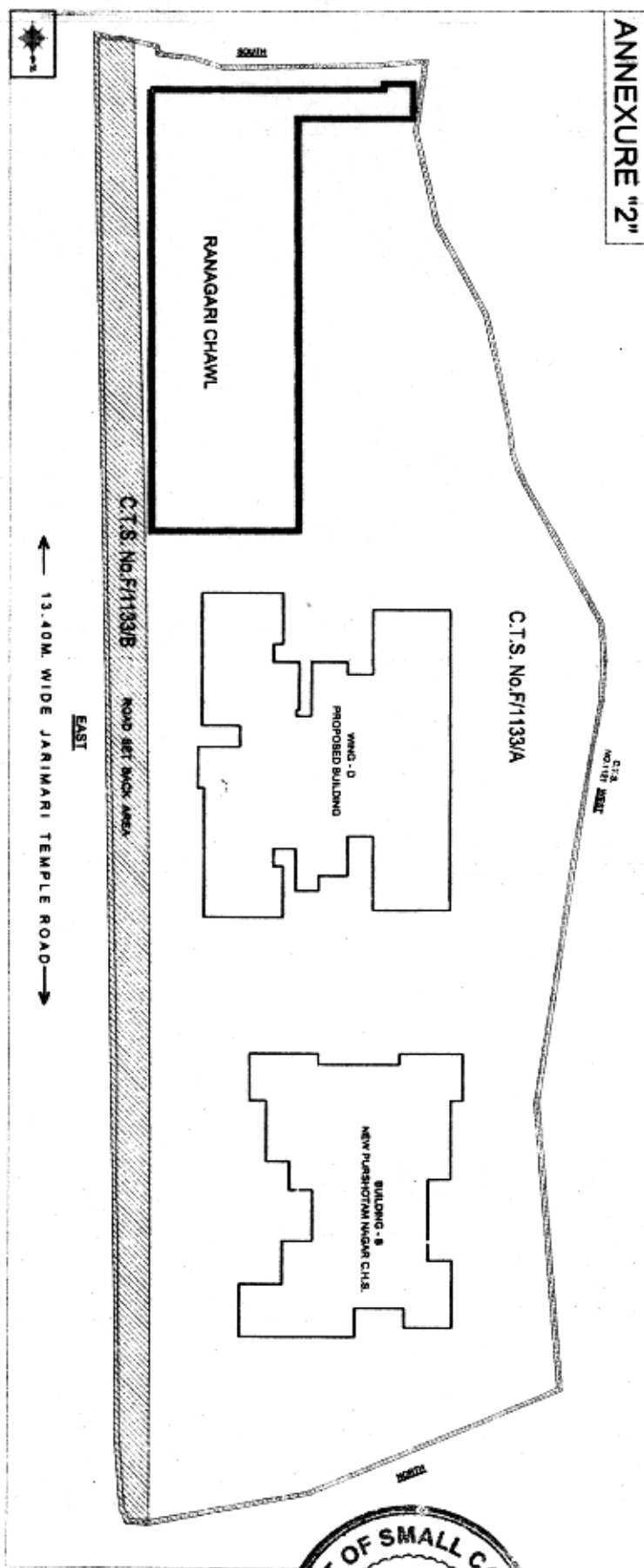


for SHANMUGA CHETTIERS PVT. LTD.

Director / Authorised Signatory

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ANNEXURE "2"



For SHIMADHI SHELTERS PVT. LTD.

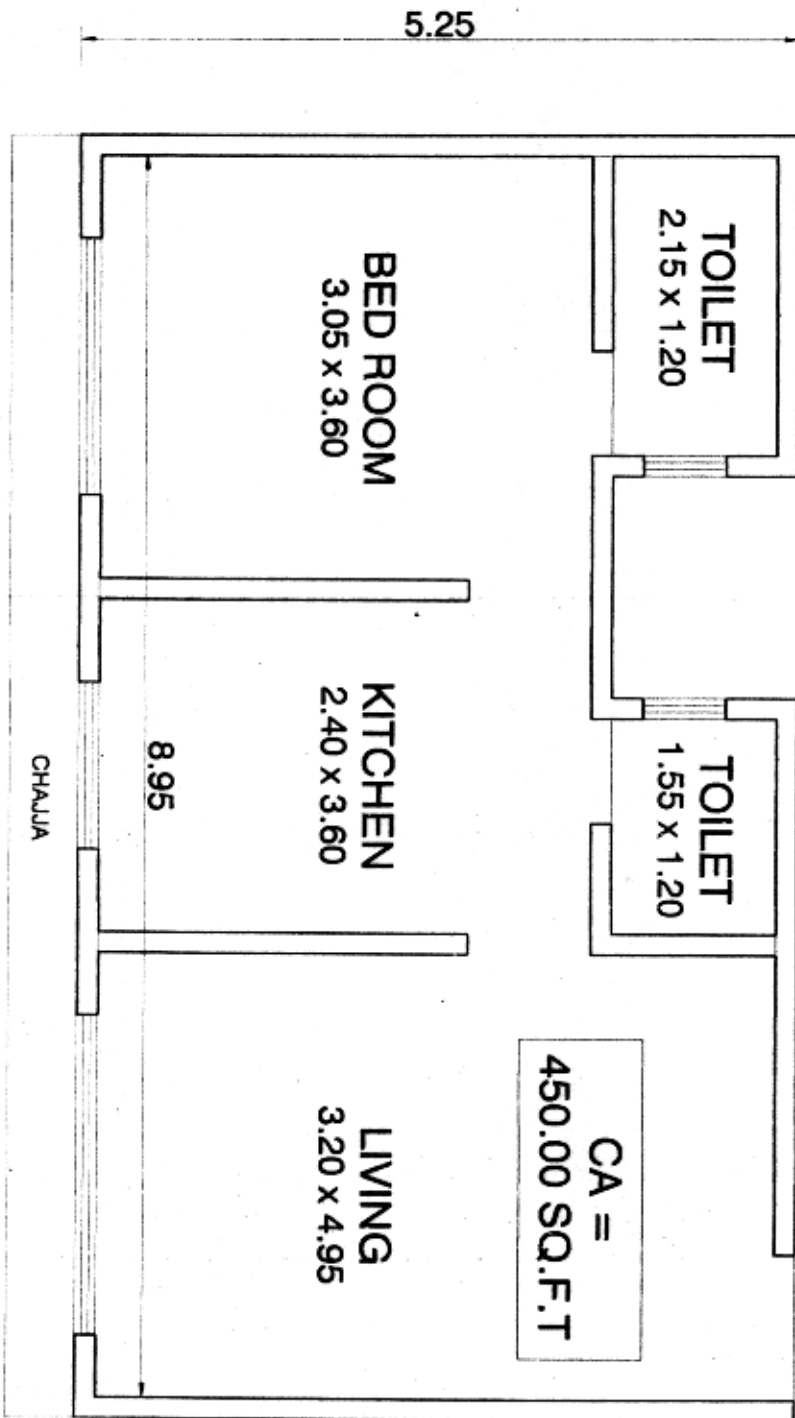
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Director / Authorised Signatory

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ANNEXURE "3"



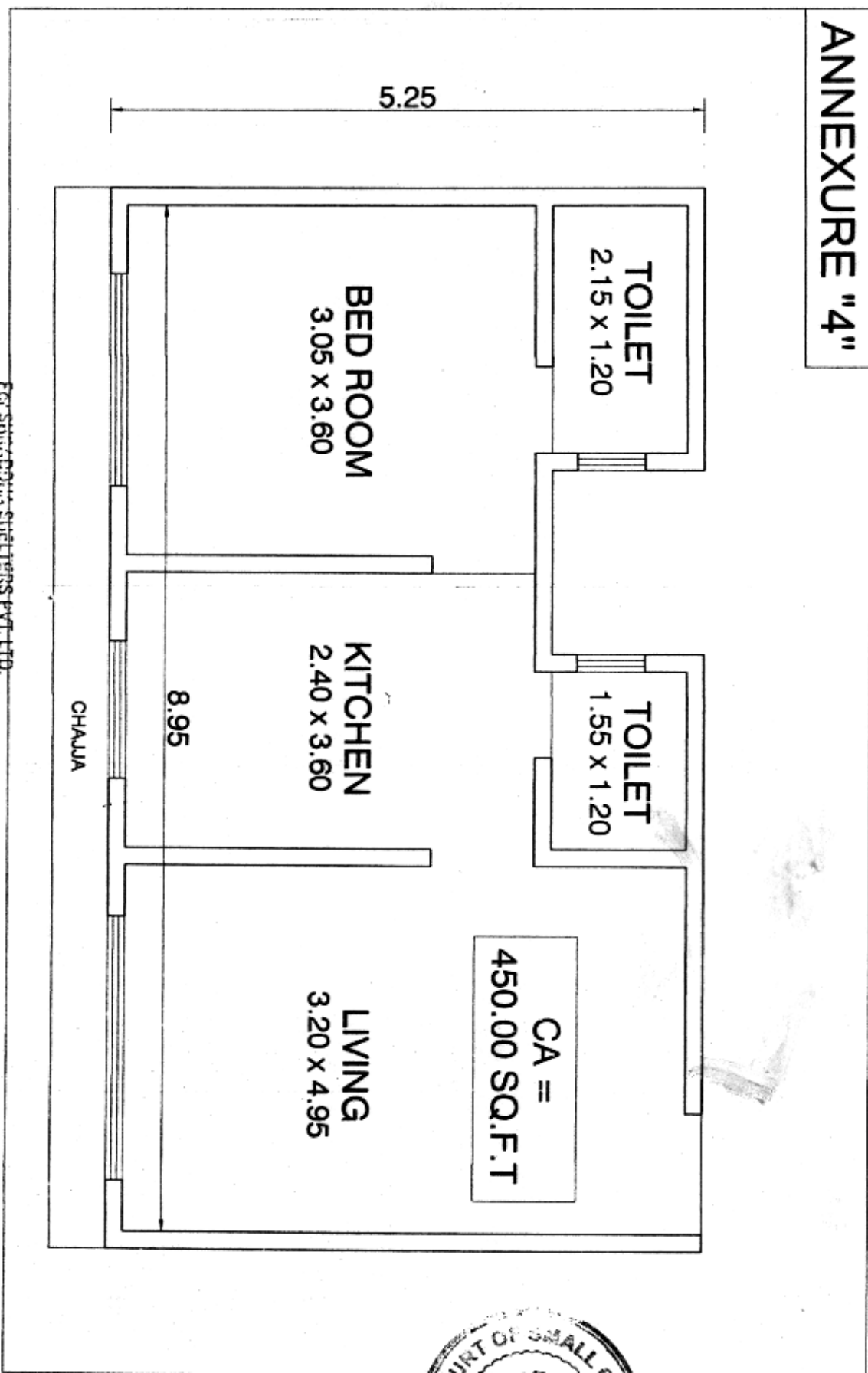
For SHIVADRI SHILTERS PVT. LTD.

Director / Authorized Signatory

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ANNEXURE "4"



FOR SHIRADDIYA CHETTIERS PVT. LTD.

Director / Authorized Signatory



INTERNAL AMENITIES

LIVING / DINING / BEDROOM

- 2" X 2" Vitrified flooring
- Pop finish on all walls
- Fan point with fans in all rooms
- Pop ceiling

KITCHEN

- Vitrified Flooring
- Granite platform with stainless steel sink
- Dado tiles 4 feet above kitchen platform
- Refrigerator point
- Provision for exhaust fan along with fan
- Aqua Point
- Gas hole

TOILET BATH

- Dado tiles below beam bottom in bathroom
- Ceramic tiles flooring
- Geyser point
- Jaguar fittings or equivalent
- Bath powder coated Aluminium door with Acrylic sheet
- Aluminium louvers in bath & WC
- Concealed plumbing
- Good quality CP/PVC/CPVC fitting.
- Sanitary wares in toilet and bathroom
- Shower
- Cold and hot tap
- Wash basin with mirror.

WINDOW

- Powder quoted Aluminium Windows.

DOORS

- Decorative main flush door or laminated flush door.
- Internal flush doors with oil paint.
- Wooden frame for all doors.

ELECTRICAL

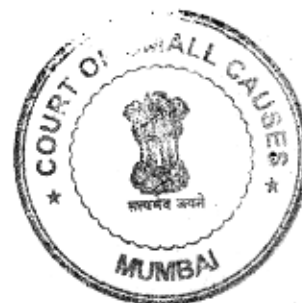
- Concealed copper wiring
- Electrical points with good modular switches
- TV, telephone points in all rooms.
- Intercom in all flats.

COMMON AMENITIES

- Common lighting in the common access leading
- Common electric connection for the complex
- Fire-Fighting equipment and other attendant and support facilities
- RCC underground and overhead water tanks
- Lifts of reputed make such as KONE or equivalent.

For SHRADHA SHELTERS PVT. LTD.

Director / Authorised Signatory



(52)

IN THE COURT OF SMALL
CAUSES COURT AT BANDRA

RAE SUIT NO. 265 of 2019

Shraddha Shelters Private
Ltd Plaintiff

Versus

Mrs. Sudha Patel --- Defendant

Consent Terms

Dated this 22nd December 2021

True copy
Waziyas Khan



Wadia Chandy & Co.
Adv for Plaintiff
123, M. G. Rd, M. M.,
Wadia Building, Fort
Mumbai.

IN THE COURT OF SMALL CAUSES AT MUMBAI
(BANDRA BRANCH)
IN

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R.A.E. Suit No.265 of 2019
(CNR No.MHSCA3-000634-2019)

BILL OF COST

				<i>Plaintiffs</i>		<i>Defenants</i>	
				Rs.	Ps.	Rs.	Ps.
1	Stamp on Plaint	...	...	200	00	00	00
2	Stamp on S.V.	...	...	10	00	10	00
3	Stamp on Applications/Exhibits	...	...	5	00	20	00
4	Pleader's Fee	...	...	225	00	225	00
5	Commissioner's Fee	...	...	00	00	00	00
6	Subsistence of Witness	...	...	00	00	00	00
7	Service of Process	...	...	2	00	00	00
TOTAL				442	00	255	00

Given under my hand and seal of the Court.
This 22nd day of December, 2021



[Signature]
(S.D. Gawade)
Judge
C.R.No.34 (B.B.)

Compared by : Smt. A.A. Mane, Judicial Clerk, C.R. 34

Typed by : Smt. J. N. Sawant Ambarle, Cl-Ty, C.R. 34, dtd. 07/01/22

Advocate for the plaintiff : M/s. Wadia Ghandy & Co

Advocate for the defendant : M/s. R.V. & Co

[Signature]
[Signature]