

M.O.V Part II

2-11-2010

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE  
HUNDRED RUPEES

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सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

2010

महाराष्ट्र MAHARASHTRA

General Stamp Office, Mumbai:  
LSV No 694

23 SEP 2010

SHRI K. R. MADGE

दि. मद्रास प्रेस क्लब ऑफ इंडिया आफिसस DN 293930  
को. आर. प्रेस लि., मद्रास, मद्रास - 200 022

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**पञ्चमः सर्गः**

संश्लेषण

मान: ११११

1998

**B.E. Billimoria & Co. Ltd.**  
Shiv Sagar Estate, 'A' Block  
2nd Floor, Dr. A. B. Road.  
Ward No. 1, - 400 018

सुजाता सुप्रकाश सोनावणे

MEMORANDUM OF SUPPLEMENTAL UNDERSTANDING made at Pune this 2<sup>nd</sup> day of November in the Christian Year Two Thousand and Ten BETWEEN B.E.BILLIMORIA & COMPANY LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at "A" Block, Second Floor, Shiv Sagar Estate, Dr. Annie Besant Road, Worli, Mumbai 400018, by the hand of one of its Directors, SHRI DIGANT I. KAPADIA, duly authorized in that behalf, hereinafter referred to as " the Company" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Company and its

(H.S. - PERSONAL)

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successors and assigns) of the One Part AND THE MAHARASHTRA POLICE MEGACITY CO-OPERATIVE HOUSING SOCIETY LIMITED, a Tenant Co-Partnership Co-operative Housing Society, registered at No.PNA/ PNS/(4)/ HSG/ 70/ 1342/ 2010-11 on 8/07/2010 with the Deputy Registrar, Co-operative Societies Pune, under the provisions of the Maharashtra Co-operative Societies Act, 1960 represented by its duly authorized (1) Chairman SHRI.HANMANTRAO KUNDLIKRAO JAGDALE Age 54 years, Residing At - Pavan,D/505, DSK Vishwa Tal - Haveli, Dhayari, Pune (2) Secretary MAHAMAD RAFI KHAN Age 53 years, Residing At - Saroj Apartment, Flat No. 4, First Floor, Fatima Nagar, Pune - 411040 (3) Treasurer SHRI.PRAKASH DATTATRAY LAGAD Age 51 years, Residing At - 204, Chandrabhaga Maharashtra Intelligence Academy, Ramtekadi, Hadapsar, Pune - 411022 (4) Member SHRI BALKRISHNA GANPAT AMBURE Age-49 years, Residing At-C-5, Jaypraksh Apartment, behind Utsav Karyalaya, Katraj Mumbai Highway, Vadgaon Bk.Pune-411041,(5) Member SHRI.SUNIL EKNATH PACHARNE Age 50 years, Residing At - Gardenima Co-op housing Society, S.No. 36, Phase No. I, Bldg., C-1, Plot No. 2, Vadgaonsheri, Pune - 411014 , (6) Member SHRI. SANJAY MANIKRAO PAWAR Age 55 years, Residing At - 9, Pranasini, Apartment Paud Road, Kothrud, Pune - 411038, (7) Member NAZRUDDIN NIZAM SHAIKH Age 60 years, Residing At - S.No.10, Jamila Palace, Gadital, Hadapsar, Pune (8) SHRI HANMANTRAO SHAMRAO PADWAL, Age-55 years, Residing At-Police Adhikari Bungalow No.1, Opp.Police Workshop, Parihar Chowk, Aundh, Pune-411004 (9) Member MRS.DEEPALI SACHIN BHUJBAL Age 37 years, Residing At - C 63, Florentine, Pune (10) Member MRS.DEEPALI ARUN BHALERAU Age 35 years, Residing At - Room No. 15, Khadki Bazar, Police Quarter, Pune (11) Member MRS.NILIMA BALKRUSHNA KHILARE Age 36 years, Residing At - H-2/2582, Akhandwani, Maharashtra Housing Board, Yerwada, Pune - 411006 and (12) Member SHRI.BABAN SILABA SAKAT Age 60 years, Residing At - Room No. 681, Oswal Mala, At Devachi Urli, Tal Haveli, Dist Pune - 412307, hereinafter referred to as "the said Society" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Society and its successors-in-interest] of the Other Part;

WHEREAS the said Society was desirous of providing housing for

police personnel of various ranks from the State of Maharashtra;

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AND WHEREAS, in the circumstances, the Company through its nominees is in the process of acquiring lands out of Survey Nos.25, 26, 27, 28, 29 and 32 situate in Village Lohegaon, Taluka, Haveli District Pune and within the limits of the Gram Panchayat of Village Lohegaon and presently falling in the "Agricultural" and "No Development" Zones under the Final Regional Plan of Pune Region currently in force with effect from 10.02.1998; the lands so being acquired are hereinafter referred to as "the said Larger Land";

AND WHEREAS the said Society was desirous of purchasing 3023 Residential Flats having an aggregate saleable area of 2,01,568 sq.mtrs equivalent to 21,69,675 sq.fts or thereabouts for allotment amongst its Members;

AND WHEREAS pursuant to discussions by and between the parties hereto, it was agreed that subject to and after the Company *13 S. Saket.*

(i)

Completing purchase of a contiguous block of land 826 admeasuring Hectares 09.61 or thereabouts out of the July

admeasuring Hectares 09.61 or thereabouts out of the family of 5 persons

(i) Completing purchase of a contiguous block of land 22  
admeasuring Hectares 09.61 or thereabouts out of the July  
(17.5.1971)

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- The Company shall construct such Flats on the said Land admeasuring Hectares 09.61 or thereabouts and thereafter either convey the said Land if it is permissible to do so in law or, if not so permissible, to grant lease of the said Land and convey

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Agreed by and between the parties hereto, the sole contents of which are set forth in the attached schedule, and which is hereby incorporated by reference into this Agreement.

For ARMY INC children and adults

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AND WHEREAS subsequent to the execution of the said Memorandum and pursuant to discussions by and between the parties hereto, the said Society informed the Company that the number of Applicant Members of the said Society who were desirous of being allotted Flats had increased from 3023 to 3666 and the said Society called upon the Company to agree to a modification of the terms of the said Memorandum so as to record purchase of the said Society of such 3666 Flats from the Company instead of 3023 Flats are recorded in the said Memorandum;

AND WHEREAS the Company acceded to the said request of the said Society and the parties hereto are entering into these presents with a view to reduce in writing and record such agreed modifications in the terms of the said Memorandum and matters incidental thereto;

modifications in the terms of the said Memorandum and matters incidental thereto;

*[Handwritten signatures and initials: "LPR", "CS", "JMM", "R", "NSK", "B.S.S. et al", "AB", "disproven", "9/10"]*



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NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

- 1) These presents are intended to be supplemental to the said Memorandum of Understanding dated 19<sup>th</sup> May 2010 earlier made by and between the parties hereto and shall be read and construed as such. To the extent, the terms hereof modify/ alter/ vary / rescind any of the terms of the said Memorandum; the terms of the said Memorandum shall stand modified/ altered/ varied/ rescinded, as the case may be.
- 2) Under the terms of the said Memorandum, the Company was to construct the said 3023 flats on a contiguous block admeasuring Hectares 09.61 and as per the norms prescribed by the concerned approval authority out of the said Larger Land bearing Survey Nos. 25, 26, 27, 28, 29 and 32, Village Lohegaon and, thereafter, either convey the said contiguous block admeasuring Hectares 09.61 to the said Society if it is permissible in law to do so or if such conveyance is not permissible in law, to grant lease of the said contiguous block admeasuring Hectares 09.61 out of the said Larger Land and to convey the Building containing the said 3023 Residential Flats constructed thereon to/ in favour of the said Society.
- 3) It has now been agreed by and between the parties hereto that the area of the said contiguous block of land whereon the Company shall construct the said 3666 Residential Flats shall be Hectares 11.66 or thereabouts and as per the norms prescribed by the concerned approval authority.

*[Handwritten signatures and initials]*  
B.S. SAKAR





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802 146th

I E M for Nikhilare RTM

9 B.S.S. Abhiy of Amur

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10) Subject to what is stated above, the parties hereto confirm the terms of the said Memorandum as modified by these 13554 presents and declare the same to be valid and subsisting and binding on them.

presents and declare the same to be valid and subsisting  
and binding on them.

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

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SIGNED & DELIVERED by the  
withinnamed B.E. Billimoria &  
COMPANY LIMITED, by the hand of  
one of its Directors,  
SHRI.DIGANT L.KAPADIA

SIGNED & DELIVERED by the  
withinnamed Party of the Other Part  
THE MAHARASHTRA POLICE  
MEGACITY CO-OPERATIVE HOUSING  
SOCIETY LIMITED (Proposed), by the  
hand of its Promoter Members

(1) SHRI HANMANT KUNDLIKRAO JAGDALE,

(2) SHRI MAHAMAD RAFI KHAN

(3) SHRI PRAKASH DATTATRAY LAGAD,

(4) SHRI BALKRISHNA GANPAT AMBURE

(5) SHRI SUNIL EKNATH PACHARNE,

(6) SHRI SANJAY MANIKRAO PAWAR,

(7) SHRI NAZRUDDIN NIZAM SHAIKH,

(8) SHRI HANMANTRAO SHAMRAO PADWAL

(9) SMT. DEEPALI SACHIN BHUJBAL,

(10) SMT. DEEPALI ARUN BHALERAO,

(11) SMT. NILIMA BALKRUSHNA KHILARE,

(12) SHRI BABAN SILABA SAKAT

In the presence of:-

1. Mr.C.L.Kaul

2. Mr.M.B.Athavale

*[Signature]*

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*[Signature]*

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*[Signature]*

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**Annexure "A"**

**PART- I**

**COMMON AMENITIES**

- a. Gymnasium : 2no of 1000 sft Built Up Area
- b. Swimming Pool : 1no of size 10m x 25m (approx)  
: 1no of size 5mx5m for kids
- c. Hall : 2 no's to accommodate  
around 500 to 600 people totally
- d. Society Office
- e. Garden and Plantation on open land with stage.
- f. Main gate

**Other basic Amenities in the Plot**

Provision of a Sewage Treatment plant (if necessary) and subject to the availability of permissions from the concerned authorities.

Provision of installation of bore wells and installation of a water treatment plant (if required) and subject to the availability of permissions from the concerned authorities.

**Compound Wall**

We will provide a compound wall of Random Rubble Masonary (5 feet high) along the periphery of the property.

**Common Amenities to the Entire developement**

Provisions will be made in the entire master plan as per the suitability of the Company with the consultation of its Architects for the following Amenity & Facility spaces, which will be common to the entire development of Lohegaon Project of the Company.

- Health Centre
- Convenience Shopping
- Educational Facilities
- Commercial Areas
- Entertainment Plazas
- Food Court
- Police Station
- Post Office
- Fire Station
- Bus Station

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