प्रमाणपत्र

प्रमाणित करण्यात येते की, अभिनिर्णय प्र.क्र. ४३३/२०२३ करिता योगिराज स्कायलाईन यांनी मुद्रांक शुल्क रक्कम रु. १७,४६,३००/- (अक्षरी रु. सतरा लाख्र शेहेचाळीस हजार तीनशे मात्र) GRAS प्रणाली अंतर्गत दिनांक् ८/०९/२०२३ रोजी भरलेली असून, त्यांचा GRN NO. MH007859698202324E असा आहे. सदरचा भरणा शासन जमा झाल्याबाबतची खात्री GRAS प्रणाली द्वारे करण्यात आली असून, चलन दि.११/०९/२०२३ रोजी विरुपीत (DEFACE) करण्यात आले आहे.

ठिकाण :- ठाणे

दिनांक :- / /२०२३

The Seal of the Collector of Stamps Thane (City) Dist. Thane

(नारायण राजपूत)
मुद्रांक जिल्हाधिकारी
ठाणे (शहर)

कलन – ३
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THE SEAL OF THE JOINT DIST. SUB REGISTRAR Dist Thane

Received Adjudica
100/- vide e-Chal
MH006051617202
01-08-2023.

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नोंदणीची कार्यवाही

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Office of the Collector of Stamp, Thane City

Certificate Under Sec.32 of Maharashtra Stamp Act. 1958

Received Adjudication Fee RS. **100/-** vide e-Challan GRN No. **MH006051617202324E** Dated **01-08-2023**.

Collector of Stamps
Thane City

हे प्रमाणपत्र महाराष्ट्र मुद्रांक अधिनियम अन्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल झाल्यास, नोंदणी अधिनियम, १९०८, च्या तरतुदीनुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील.

मुद्रांक जिल्हाधिकारी
Thane City

Case No. **Adj/IGR108/433/2023**

Certificate Number: **CER-THA-ADJ-IGR108-433-2023**

Market Value/Value (if any): **Rs. 32485500**

Consideration Amount (if any): **Rs. 34924500**

Received from **YOGIRAJ SKYLINE** Residing at 1 **ARYAN RESIDENCY BEHIND DNC HIGH SCHOOL SUNIL NAGAR 421201**. Stamp duty of **Rs. 1746300/- (Rs. Seventeen Lakh Forty Six Thousand Three Hundred only)**. Vide e-Challan GRN No **MH007859698202324E** Dated :- **08-9-2023** The defacement number is **0004155943202324**.

Certified Under Section 32 of the Maharashtra Stamp Act, that the full duty of **Rs. 1746300/- (Rs. Seventeen Lakh Forty Six Thousand Three Hundred only) with which this instrument is chargeable under Article Development agreement of Schedule I of the said Act, has been paid.**

This Certificate is subject to the provisions of section 53(A) of the said Act.

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THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN

Collector of Stamps
Thane City

Place: Thane City

Date: 11/9/23

जा क्र. 9036/23 दि. 9/9/2023

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made at DOMBIVLI this 13th day of September 2023

BY AND BETWEEN

SHIV LEELA CO-OPERATIVE HOUSING SOCIETY LTD., a Co-operative Housing Society duly registered under Maharashtra Co-operative Societies Act, 1960 and bearing Registration No.TNA/KLN/HSG/2465/1988-89, holding **PAN- ACBAS7826A**, having its address at Avinash Churi Marg, Gopal Nagar Road No.1, Kalyan Road, Dombivli (E)-421201, through its Office Bearers duly authorised vide Resolution passed in the S.G.M. dated 27.11.2022:

(1) MR. SHASHIKANT NARAYAN GONDEGAONKAR (Hon. Chairman), Age Adult,

(2) MR. HITENDRA HIMMATBHAI LAKHANI (Hon. Secretary), Age Adult,

(3) MR. PRANAY CHANDRAKANT THAKKAR (Hon. Treasurer), Age Adult,

(4) MR. VINAYAK BALKRISHNA JOSHI (Hon. Committee Member), Age Adult,

(5) MRS. MINAL BHUSHAN VADODKAR (Hon. Committee Member), Age Adult,

hereinafter referred to as **THE SOCIETY** (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include its successors in title and assigns) of the **FIRST PART**

AND

M/S. YOGIRAJ SKYLINE, a Partnership firm, holding **PAN-AACFY8307J**, having its office at Shop No.1, Aryan Residency, Nageshwar Society, Behind DNC School, Sunil Nagar, Dombivli (E)-421201, through its Partners:

(1) MR. **SUBHASH THANSING PATIL**, Age 48 years, Occupation Business,

(2) MR. ASHOK JAWAHAR **SHAH**, Age 49 years, Occupation Business,

(3) MR. ADITYA VINAYAK **AGTE**, Age 35 years, Occupation Business,

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(4) MR. RASIKLAL VELJI SHAHA, Age 54 years, Occupation Business, hereinafter called and referred to as **THE DEVELOPERS** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners constituting the said firm for the time being their successors, heirs, executors, administrators and assigns) of the **SECOND PART**;

WHEREAS under Deed of Conveyance dated 07.01.1991, registered with the office of Sub-Registrar of Assurances at Mumbai under Sr. No. PBBM/75/91 and subsequent Rectification Deed dated 19.12.2022, registered with the office of Joint Sub-Registrar of Assurances, Kalyan-1 at Sr.No.13760/2022, the Society is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of N.A. land bearing **CTS No.9888 to 9892**, totally admeasuring 558 **Sq.Mtrs.**, lying being and situate at village **G.B. Patharli**, Taluka Kalyan, District within the limits of Kalyan Dombivli Municipal Corporation, and within the Registration District Thane and Sub-District Kalyan, alongwith a building having Ground + Two Upper Floors, standing thereon comprising of 12 Flats, occupied by its members, situated at Avinash Churi Marg, Gopal Nagar Road No.1, Off Kalyan Road, Dombivli (E), and more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter called and referred to for the sake of brevity as the **SAID PROPERTY**);

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THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-2 Dist Thane

AND WHEREAS Party of the First Part i.e. the Society comprises of 12 (Twelve) members occupying 12 (Twelve) Flats, save and except these 12 (Twelve) members there are no other members in the Society;

AND WHEREAS since the construction of the building of the Society has grown old and requires heavy repairs was deliberated in the Special General Body meeting of the Society held on 14.08.2021, the Society has discussed and unanimously resolved to redevelop its property by appointing a suitable Developer who shall at its own cost and expense demolish the existing building and construct thereon new multi-stored building on the said property by using the existing FSI and additional FSI by way of premium FSI, Ancillary FSI, TDR etc., to the maximum extent as

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permissible by Kalyan Dombivli Municipal Corporation (KDMC) under prevalent Development Control Regulations;

AND WHEREAS in the Special General Body meeting of the Society held on 27.11.2022, the Managing Committee of the Society was appointed for doing and complying with all the necessary formalities in furtherance of carrying redevelopment of the said property and also authorized them to sign the Development Agreement with the Developers, and a true copy of the said Resolution is annexed hereto as **Annexure-I**;

AND WHEREAS pursuant to the invitation, the Society received several offers from several reputed Builders and Developers, all of which were duly considered in subsequent Managing Committee Meetings and also in the General Body meetings of the Society. The Developers who have expertise in developing/redeveloping properties and also have sufficient financial means for such development, and being interested in the redevelopment project of said property of the society, approached the society and submitted its tenders and agreed to all terms & conditions as set out by their signatures. Thereafter pursuant to various meetings with Developers, the Developers submitted its revised offer vide their revised offer of the Developers;

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AND WHEREAS in the Special General Body meeting of the Society held on 07th October 2022, conducted in the presence of Representative of the Deputy Registrar of Societies, Dombivli, appointed vide Order bearing Outward No.UPANI/DOMBIVLI/B-2/PUNARVIKAS/1234/2022 dated 21.09.2022, it was inter alia resolved by majority that the work of redevelopment of the said property be assigned to the Developers herein. A true copy of relevant resolutions for the appointment of Developers for the development of property of the Society is annexed hereto as **Annexure-II**;

AND WHEREAS vide Order bearing Outward No.UPANI/DOMBIVALI/B-2/ IMARAT PUNARVIKAS/SHIV LEELA/1442/YEAR 2022, dated 20.10.2022, the Deputy Registrar of Societies, Dombivli, has accorded its

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consent to the Society for appointing the Developers herein as developers for redevelopment of the said property and entering into Development Agreement in respect thereof with the Developers;

AND WHEREAS pursuant to the above, the Society has agreed to entrust to the Developers, and the Developers have agreed to acquire from the Society, the development rights in respect of the said property at such consideration and upon such terms and conditions as are mutually agreed upon by and between the parties hereto and mentioned herein below in these presents;

AND WHEREAS the Developers and the Society mutually settled the draft of the present Development Agreement and Irrevocable Power of Attorney to be executed in favour of the Developers herein, and in the Special General Meeting of the Society held on 30.06.2023, the Society and all its members have read and confirmed draft of the present Development Agreement as well as the Power of Attorney to be granted to the Developers herein. A True copy of the said Resolution is annexed hereto as Annexure-III;

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AND WHEREAS the parties hereto deemed it expedient to record the terms and conditions mutually agreed by and between them, in writing;

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

1. The recitals hereinabove narrated, the terms and conditions of the quotation invited by the Society for the purpose and replied by the Developers thereto, the Schedule/s hereunder written and the Annexure/s to these presents shall form an integral and operative part of this Agreement and shall always be construed as such.

2. The General Body of the Society has by a resolution authorized the Managing Committee of the Society to proceed with the project of redevelopment of the said property and execute necessary

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agreement for development in favour of the Developer and other documents in consonance with the aforesaid General Body resolution dated 30.11.2022. The Society further declares that General Body in its meeting dated 30.06.2023 has also read and confirmed draft of this agreement as well as the Power of Attorney to be granted to the Developers herein.

3. The Society hereby agrees and covenants that after execution of this agreement, neither its Members shall sell or transfer or mortgage, or let out or give on leave and license or assign the flats to anyone without taking an undertaking from their Purchaser/licensee that he/she will be bound by this Agreement, nor shall the Society transfer the flat and share certificate in favour of any such Purchasers without obtaining an N.O.C. from the Developers herein as also an undertaking that such purchaser will abide by the terms of this Agreement. Only after the proposed buyer consents to the process of redevelopment the Society shall issue N.O.C. for sale of the individual flats of the respective members.

4. The Society do hereby grants the redevelopment rights of the said property to the Developers and hereby authorise the Developers to demolish the existing structure and construct a new multi-storied building on the said property comprising of residential units only in accordance with the plans approved and sanctioned by the Kalyan Dombivli Municipal Corporation, by exploiting the entire available Basic F.S.I., Premium F.S.I., Society Incentive F.S.I., T.D.R., Ancillary F.S.I., to the maximum extent as permissible under law, at the Developers own costs and expenses and risk, and excepting the flats to be allotted to the Members of the Society, to sell the entire surplus constructed area in open market and to receive consideration amount and to appropriate the same to the use and benefit of the Developers herein. The Developers shall first fix the allotment of flats to the existing Members of the Society in writing and then put the remaining flats for sale to prospective buyers.

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5. The Society hereby declares, agrees, records, confirms and undertakes that, the society is seized and possessed of and/or otherwise well and sufficiently entitled to the said Property, and the Society has got full right, power and absolute authority to grant development rights as herein mentioned to carry out development on the said property.

6. The Society hereby declares that, the Society and/or its members have neither created nor shall create any other encumbrance, third party right, title or interest in any manner whatsoever on the said Property or any part thereof whereby they are prevented from entering into these presents with the Developers and/or which will be adverse to the Developers rights created pursuant to this Agreement. It is further agreed by and between the parties hereto that, the Society shall be responsible for making out a clear, marketable title to the said property, free from all encumbrances and reasonable doubts, at its own cost and expense. The Society hereby agrees and undertakes to keep the Developers herein fully saved, harmless and indemnified against any former defects of whatsoever nature.

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7. The Society hereby confirms that, the members of the Society have not in any manner whatsoever mortgaged their respective flats and the Society confirms that no lien is registered with the Society in respect of any of the flats in the building of the Society. In the event any member has taken any loan against mortgage of his flat, then it shall be the responsibility of the concerned member and the Society obtain the NOC of the concerned bank before handing over possession of such flat for demolition.

THE SEAL OF THE JOINT SUB-REGISTRAR VALTAN Dist Thane

8. If any of the member hereto has become the member of the Society by virtue of nomination and/or one of the legal heir of the original member who had acquired the said flat under a registered Agreement for Sale, and such member has not rightfully acquired the right, title or interest in the said flat under a registered Gift Deed or Release Deed or without obtaining Succession Certificate from a

Collector of Stamps Thane (City)

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Court of competent jurisdiction, such member shall furnish an Affidavit executed by all the legal heirs of the deceased member duly notarised by a Notary Public, categorically stating that, they are the only legal heirs of the said deceased member, and that, they do not have any objection for the Developers herein allotting the new flat to be allotted hereunder to the said member herein alone or to the name of such legal heirs as shall be mutually agreed upon by and between all such legal heirs, and further furnish an Indemnity Bond executed by such member herein, duly notarised by a Notary Public, indemnifying the Developers herein against any claims raised by any legal heirs or any other person claiming through the deceased member against allotment of the said new flat to and in favour of the member herein. The member shall be bound to furnish the same before entering into registered Deed of Allotment of the said new flat with the Developers. The Society and the members herein hereby agree and declare that, the Developers shall not be obliged to enter into registered Deed of Allotment of the said new flat unless and until the member furnishes the aforementioned Affidavit & Indemnity Bond in original to the Developers herein.

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9. To the best of the knowledge of the Society there is no discrepancy in the area of the said Property as stipulated in the Municipal records and the area in possession of the Society and the same is set out in the First Schedule hereunder written. However, if there is any discrepancy then the Developers shall be entitled to make an application to the concerned authority for the rectification and correction of the area of the said property in the event of there being a discrepancy in the area of the said property and get the area of the said property rectified and corrected, with prior intimation to the Society in writing in respect thereof, and the Society shall be liable to bear and pay the charges and expenses as shall be required therefor.

10. (A) In consideration of the grant of aforesaid right of re-development, the Developers shall allot 12 (Twelve) residential units to the

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existing members of the Society, each having usable carpet area equal to the carpet area of their respective existing units + 26% (including the area of Balconies) free of cost, on ownership basis in the proposed new building to be constructed on the said property. The Society and the Developers have jointly conducted the measurement of the existing units of the members of the Society for assessment of the existing carpet area of the units of the existing members. The List of existing Members of the Society alongwith the details of their existing flats are as mentioned in **Second Schedule** hereunder written.

(B) The amenities to be provided by the Developers in the new flats to be allotted to the members of the Society in the proposed new building to be constructed on the said property are those that are set out in the **Third Schedule** hereunder written. It is hereby agreed by and between the parties hereto that, if the members of the Society herein are desirous of having extra amenities than those set out in the **Third Schedule**, such members shall be required to pay additional and/or differential cost for the same to the Developers herein.

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(C) It is agreed by and between the parties hereto that, the Developers shall allot to the Society **40% Covered Mechanical Stack Parking Slots** out of the total Covered Mechanical Parking Slots to be sanctioned by the KDMC in the proposed new building to be constructed on the said property **free of cost**. The Society shall be solely responsible for allotment of the Covered Mechanical Parking Slots so allotted by the Developers amongst its members, and the Developers shall not be liable and responsible for the same in any manner whatsoever.

THE SEAL OF THE JOINT SUB-REGISTR... Dist Thane

(D) The Developers herein hereby agree to pay to each member of the Society an amount of **₹1,25,000/- (Rupees One Lakh Twenty-Five Thousand Only)**, towards the Corpus fund, and the aforesaid amount of Corpus fund shall be paid by the

Collector of Stamps Thane (City)

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