Receipt (pavti)

530/14846
Thursday,October 19 ,2023
10:43 AM

# पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 15494 दिनांक: 19/10/2023

गावाचे नाव: **पांचपाखाडी**
दस्तऐवजाचा अनुक्रमांक: **टनन12-14846-2023**
दस्तऐवजाचा प्रकार : **डेव्हलपमेंट अॅग्रीमेंट**
सादर करणाऱ्याचे नाव: **रियल होम्स डेव्हलपर्स तर्फे भागीदार यज्ञेश एकनाथ भोईर - -**

| | |
|---|---|
| नोंदणी फी | रु. 30000.00 |
| दस्त हाताळणी फी | रु. 2400.00 |
| पृष्ठांची संख्या: 120 | |
| एकूण: | रु. 32400.00 |

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
11:02 AM ह्या वेळेस मिळेल.

सह. दुय्यम निबंधक वर्ग-२
ठाणे क्र. १२

बाजार मुल्य: रु.183720500 /-
मोबदला रु.121915000/-
भरलेले मुद्रांक शुल्क : रु. 9246100/-

1) देयकाचा प्रकार: DHC रक्कम: रु.400/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1023192001596 दिनांक: 19/10/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1023196501560 दिनांक: 19/10/2023
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009712233202324E दिनांक: 19/10/2023
बँकेचे नाव व पत्ता:

मुळ दस्तऐवज परत मिळाला
सही - J Bhoir
नांव .....

19/10/2023

# सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 12
दस्त क्रमांक : 14846/2023
नोंदणी :
Regn:63m

## गावाचे नाव : पांचपाखाडी

| | |
|---|---|
| (1)विलेखाचा प्रकार | डेव्हलपमेंट अॅग्रीमेंट |
| (2)मोबदला | 121915000 |
| (3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) | 183720500 |
| (4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) | 1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :, इतर माहिती: मौजे पांचपाखाडी ता.जि. ठाणे येथील फायनल प्लॉट नं. 112 टाऊन प्लानिंग स्कीम नं.1,क्षेत्रफळ 1397 चौ.मी. त्यावरील तळमजला अधिक तीन अप्पर मजले असलेली सोलंकी को.ऑ.हौ.सो.लि.,उमेद नगर,लुईसवाडी ठाणे येथील सोसायटीचे डेव्हलपमेंट करारनामा करण्यात येत आहे ज्याचे एडीजे नं. 469/2023 दिनांक 17/10/2023 जावक क्रमांक 11500 दिनांक 17/10/2023 असे आहे. विकसन करारनाम्यात नमुद केल्याप्रमाणे वाचण्यात व समजण्यात यावे.( ( Plot Number : फायनल प्लॉट नं. 112 टाऊन प्लानिंग स्कीम नं.1, ; ) ) |
| (5) क्षेत्रफळ | 1) 1397 चौ.मीटर |
| (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| (7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. | 1): नाव:-सोलंकी को.ऑ.हौ.सो.लि., तर्फे चेअरमन विलास खंडझोडे - - वय:-69; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सोलंकी को.ऑ.हौ.सो.लि., , ब्लॉक नं: उमेद नगर, , रोड नं: लुईसवाडी ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400604 पॅन नं:-AAFAS1196K<br>2): नाव:-सोलंकी को.ऑ.हौ.सो.लि., तर्फे सेक्रेटरी अनंत विष्णू मराठे - - वय:-68; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सोलंकी को.ऑ.हौ.सो.लि., , ब्लॉक नं: उमेद नगर, , रोड नं: लुईसवाडी ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400604 पॅन नं:-AAFAS1196K<br>3): नाव:-सोलंकी को.ऑ.हौ.सो.लि., तर्फे ट्रेझरर सचिन वी. सावंत - - वय:-49; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सोलंकी को.ऑ.हौ.सो.लि., , ब्लॉक नं: उमेद नगर, , रोड नं: लुईसवाडी ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-400604 पॅन नं:-AAFAS1196K |
| (8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता | 1): नाव:-रियल होम्स डेव्हलपर्स तर्फे भागीदार यज्ञेश एकनाथ भोईर - - वय:-31; पत्ता:-प्लॉट नं: ऑफीस नं. 311, माळा नं: तिसरा मजला , इमारतीचे नाव: ओमेगा विजनेस पार्क , ब्लॉक नं: रोड नं. 33, रोड नं: वागळे इस्टेट ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-400604 पॅन नं:-ABFFR0204H<br>2): नाव:-रियल होम्स डेव्हलपर्स तर्फे भागीदार परेश देवदास चाळके - - वय:-50; पत्ता:-प्लॉट नं: ऑफीस नं. 311, माळा नं: तिसरा मजला , इमारतीचे नाव: ओमेगा विजनेस पार्क , ब्लॉक नं: रोड नं. 33, रोड नं: वागळे इस्टेट ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-400604 पॅन नं:-ABFFR0204H |
| (9) दस्तऐवज करुन दिल्याचा दिनांक | 19/10/2023 |
| (10)दस्त नोंदणी केल्याचा दिनांक | 19/10/2023 |
| (11)अनुक्रमांक,खंड व पृष्ठ | 14846/2023 |
| (12)बाजारभावाप्रमाणे मुद्रांक शुल्क | 9246100 |
| (13)बाजारभावाप्रमाणे नोंदणी शुल्क | 30000 |
| (14)शेरा | |

नुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

THE SEAL OF THE JOINT SUB-REGISTRAR THANE No. 12 सह दुय्यम निबंधक ठाणे क्र. १२ यांची मुद्रा सत्यमेव जयते ठि. ठाणे DIST. THANE

सह. दुय्यम निबंधक वर्ग-२
ठाणे क्र. १२

**Payment Details**

| sr. | Purchaser | Type | Verification no/Vendor | GRN/Licence | Amount | Used At | Deface Number | Deface Date |
|---|---|---|---|---|---|---|---|---|
| 1 | | Certificate | 469 | 469/2023 | 9246100 | SD | | |
| 2 | | DHC | | 1023192001596 | 400 | RF | 1023192001596D | 19/10/2023 |
| 3 | | DHC | | 1023196501560 | 2000 | RF | 1023196501560D | 19/10/2023 |
| 4 | | eChallan | | MH009712233202324E | 30000 | RF | 0005097761202324 | 19/10/2023 |

**[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]**

# CHALLAN

## MTR Form Number-6

| | | | |
|---|---|---|---|
| GRN MH009712233202324E | BARCODE | Date 18/10/2023-18:16:43 | Form ID |

| | | | |
|---|---|---|---|
| Department | Inspector General Of Registration | **Payer Details** | |
| Type of Payment | Registration Fee<br>Ordinary Collections IGR | TAX ID / TAN (If Any) | |
| | | PAN No.(If Applicable) | ABFFR0204H |
| Office Name | THN12_THANE NO 12 JOINT SUB REGISTR | Full Name | REAL HOMES DEVELOPERS |
| Location | THANE | | |
| Year | 2023-2024 One Time | Flat/Block No. | AS PER |
| **Account Head Details** | **Amount In Rs.** | Premises/Building | |
| 0030063301 Amount of Tax | 30000.00 | Road/Street | MENTIONED DEVELOPMENT AGREEMENT |
| | | Area/Locality | THANE |
| | | Town/City/District | |
| | | PIN | 4 0 0 6 0 2 |
| | | Remarks (If Any) | PAN2=AAFAS1196K~SecondPartyName=SOLANKI CHSL~ |
| Total | 30,000.00 | Amount In Words | Thirty Thousand Rupees Only |

| | | | | | |
|---|---|---|---|---|---|
| Payment Details | IDBI BANK | **FOR USE IN RECEIVING BANK** | | | |
| **Cheque-DD Details** | | Bank CIN | Ref. No. | 69103332023101820346 | 2834124444 |
| Cheque/DD No. | | Bank Date | RBI Date | 18/10/2023-18:17:45 | Not Verified with RBI |
| Name of Bank | | Bank-Branch | | IDBI BANK | |
| Name of Branch | | Scroll No. , Date | | Not Verified with Scroll | |

Department ID : Mobile No. : 8956695878

**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

दस्त क्र. १४८४६/२०२३

9 | 920

THE SEAL OF THE JOINT SUB-REGISTRAR THANE No. 12 DIST. THANE

**CHALLAN**

**MTR Form Number-6**

| | | | |
|---|---|---|---|
| **GRN** MH009712233202324E | **BARCODE** | **Date** 18/10/2023-18:16:43 | **Form ID** |

| | | | |
|---|---|---|---|
| **Department** Inspector General Of Registration | | **Payer Details** | |
| **Type of Payment** Registration Fee Ordinary Collections IGR | | **TAX ID / TAN (If Any)** | |
| | | **PAN No.(If Applicable)** | ABFFR0204H |
| **Office Name** THN12_THANE NO 12 JOINT SUB REGISTR | | **Full Name** | REAL HOMES DEVELOPERS |
| **Location** THANE | | | |
| **Year** 2023-2024 One Time | | **Flat/Block No.** | AS PER |
| **Account Head Details** | **Amount In Rs.** | **Premises/Building** | |
| 0030063301 Amount of Tax | 30000.00 | **Road/Street** | MENTIONED DEVELOPMENT AGREEMENT |
| | | **Area/Locality** | THANE |
| | | **Town/City/District** | |
| | | PIN | 4 0 0 6 0 2 |
| | | **Remarks (If Any)** | |
| | | PAN2=AAFAS1196K~SecondPartyName=SOLANKI CHSL~ | |
| | | **Amount In Words** | Thirty Thousand Rupees Only |
| **Total** | 30,000.00 | | |

DEFACED

₹30000.00

DEFACED

| | | | | | |
|---|---|---|---|---|---|
| **Payment Details** IDBI BANK | | **FOR USE IN RECEIVING BANK** | | | |
| **Cheque-DD Details** | | Bank CIN | Ref. No. | 69103332023101820346 | 2834124444 |
| Cheque/DD No. | | Bank Date | RBI Date | 18/10/2023-18:17:45 | Not Verified with RBI |
| Name of Bank | | Bank-Branch | | IDBI BANK | |
| Name of Branch | | Scroll No. , Date | | Not Verified with Scroll | |

Department ID : Mobile No. : 8956695878

**NOTE:-** This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

| Sr. No. | Remarks | Defacement No. | Defacement Date | UserId | Defacement Amount |
|---|---|---|---|---|---|
| 1 | (IS)-530-14846 | 0005097761202324 | 19/10/2023-10:42:54 | IGR540 | 30000.00 |
| | | | **Total Defacement Amount** | | **30,000.00** |

 Print Date 19-10-2023 10:51:24

टनन १२

दस्त क्र. १४८४६/२०२३

2 | 920

THE SEAL OF THE JOINT SUB-REGISTRAR THANE No. 12 सह. दुय्यम निबंधक ठाणे क्र. १२ यांची मुद्रा जि. ठाणे DIST. THANE

मुद्रांक जिल्हाधिकारी, ठाणे (शहर) यांचे समोर
महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१ खालील प्रकरणातील आदेश
अर्जदार :- मे. रियल होम्स डेव्हलपर्स तर्फे भागीदार श्री.यज्ञेश एकनाथ भोईर

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जा.क्र.अभिनिर्णय प्र.क्र. ४६९/२३/७२३९/२०२३
सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी,
ठाणे (शहर) यांचे कार्यालय, खोली क्र.४०६,४ था माळा,
जिल्हाधिकारी कार्यालय इमारत. आवार, ठाणे (प).
दि.१५/१०/२०२३

प्रस्तावना -

१.संलेखाचा प्रकार :- पुर्नविकास करारनामा
२.संलेख लिहुन देणार :- सोलंकी को.ऑ.हौ.सो.लि.तर्फे चेअरमन श्री. विला खानझोडे व इतर
३.संलेख लिहुन घेणार :- मे. रियल होम्स डेव्हलपर्स तर्फे भागीदार श्री.यज्ञेश एकनाथ भोईर व इतर
४.मिळकतीचे वर्णन :- फायनल प्लॉट नं.११२, टिपीएस नं. १, क्षेत्र १३९७ चौ.मी., मौजे- पाचपाखाडी, ता- जि- ठाणे.

२/- प्रस्तुत अर्जदार यांनी महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१ पोटनियम (१) मधील तरतुदीनुसार मुद्रांक जिल्हाधिकारी, ठाणे (शहर) यांचेकडे दिनांक ०६/०९/२०२३ रोजी अभिनिर्णय अर्ज दाखल केला आहे. अर्जासोबत निष्पादन न केलेले पुर्नविकास करारनामा व प्रतिज्ञापत्रा चे प्रारुप इत्यादी कागदपत्रे सादर केली असून संलेखातील मुद्रांकाबाबत अभिनिर्णय मिळण्यासाठी विनंती केली आहे. तसेच अर्जदार यांनी अभिनिर्णय ऑनलाईन अर्ज दि.२८/०८/२०२३ रोजी केला असून, अभिनिर्णय फी रु.१००/- चलन क्र. MH००७२५२६०५२०२३२४E दि.२८/०८/२०२३ रोजी शासनाच्या लाभात जमा केली आहे.

३/- अर्जदार यांनी प्रस्तुत पुर्नविकास करारनाम्याचे संलेखावर किती मुद्रांक शुल्क आकारता येईल.या प्रयोजनार्थ अर्जासोबत उक्त अधिनियमातील कलम ३१ (२) नुसार खालील कागदपत्रे सादर केली आहेत.
१. महाराष्ट्र मुद्रांक अधिनियमा चे अंतर्गत कलम ३१(२) नुसार प्रतिज्ञापत्र.
२. पुर्नविकास करारनामा

४/- विषयांकित दस्तातील विषय वस्तु असलेल्या मुद्रांक शुल्क निर्धारण करणेकरिता पुर्नविकास करारनामामधील मिळकत फायनल प्लॉट नं.११२, टिपीएस नं. १, क्षेत्र १३९७ चौ.मी., मौजे- पाचपाखाडी, ता- जि- ठाणे येथील आहे.

५/- विषयांकित दस्त हा पुर्नविकास करारनाम्याचा असून, सदर करारातील अटी व शर्ती खालीलप्रमाणे आहेत.

१) सदर जागेत उपरोक्त नमूद सोलंकी को.ऑ.हौ.सो.लि. या इमारतीमध्ये एकूण ३९ सभासद असून त्यापैकी २८ निवासी सदनिका, ११ दुकाने व सोबत ४ गॅरेज आहेत. त्यांचे अस्तित्वातील एकूण बांधकाम क्षेत्र १३०६९ चौ.फुट कारपेट इतके आहे. (सदनिका क्षेत्र १०९८९ चौ.फुट कारपेट व दुकानाचे क्षेत्र २०२५ चौ.फुट कारपेट + सोबत गॅरजेचे क्षेत्र ५९१.८० चौ.मी चौ.फुट कारपेट) तसेच वाढीव बांधकाम क्षेत्र ४९६६.७० चौ.फुट कारपेट इतके असून एकूण बांधकाम क्षेत्र १८०३५.७० चौ.फुट कारपेट इतके आहे. (पान क्र. ५४ वर असलेल्या यादीनुसार) विकासक हे सोसायटीस ३० टक्के जास्तीचे मोफा कारपेट

टनन १२
दस्त क्र. १२८४६/२०२३
3 | १२०

THE SEAL OF THE JOINT SUB-REGISTRAR THANE No. 12
501
DIST. THANE

क्षेत्राचे बांधकाम देणार असून ५० टक्के गॅरेजचे वाढीव मोफा कारपेट क्षेत्र देणार आहेत. (पान क्र. १० परिच्छेद क्र.३)

२) विकासक हे सोसायटीतील सभासद यांना प्रत्येक १ फोर व्हिलर पार्किंग देणार आहेत. (पान क्र. १२ परिच्छेद क्र.६)

३) विकासक हे सोसायटीतील सभासदांना भाडे देणार आहेत. सदनिकाधारक यांना पहिल्या वर्षासाठी रु.६०/- प्रति चौ.फुट कारपेट अस्तित्वातील क्षेत्रावर भाडे देणार आहे. पुढील १२ महिन्यांसाठी रु.६६/- प्रति चौ.फुट अस्तित्वातील कारपेट क्षेत्रावर व पुढील १२ महिन्यांसाठी रु.७३/- प्रति चौ.फुट अस्तित्वातील कारपेट क्षेत्रावर देणार आहेत. तसेच दुकानधारक यांना पहिल्या वर्षासाठी रु.१५०/- प्रति चौ.फुट कारपेट अस्तित्वातील क्षेत्रावर भाडे देणार आहेत. पुढील १२ महिन्यांसाठी रु.१६५/- प्रति चौ.फुट अस्तित्वातील कारपेट क्षेत्रावर व पुढील १२ महिन्यांसाठी रु.१८२/- प्रति चौ.फुट अस्तित्वातील कारपेट क्षेत्रावर भाडे देणार आहेत.

तसेच गॅरेजधारकांना पहिल्या वर्षासाठी रु.३,०००/- प्रति महिना प्रति सभासद भाडे देणार आहे. पुढील १२ महिन्यांसाठी रु.३,०००/- प्रति महिना प्रति सभासद भाडे व पुढील १२ महिन्यांसाठी रु.३,०००/- प्रति महिना प्रति सभासद भाडे देणार आहेत. (पान क्र. १२ व १३ परिच्छेद क्र. ७)

४) विकासक हे सोसायटीतील सभासदांना शिप्टिंग चार्जेस म्हणून रु.३०,०००/- प्रति सभासद दंणार आहेत. (पान क्र. १३ परिच्छेद क्र. ८)

५) विकासक हे सोसायटीतील सभासदांना ब्रोकरेज म्हणून १ महिन्याचे भाडे देणार आहेत. (पान क्र. १४ परिच्छेद क्र. ९)

६) विकासक हे सोसायटीतील सभासदांना हार्डशिप कॉम्पेन्शेसन म्हणून रु.६००/- प्रति चौ.फुट अस्तित्वातील कारपेट क्षेत्रानुसार देणार आहेत. (पान क्र.१४ परिच्छेद क्र. १०)

७) विकासक हे सोसायटीस बँक गँरटी म्हणून रु. २,००,००,०००/- देणार आहेत.

८) बांधकाम पूर्ण करणेचा कालावधी ३६ महिने इतका नमूद आहे. (पान क्र. १९ परिच्छेद क्र. १७ बी)

९) सदर जागेस पुर्वेस १२ मी. रुंदीचा रस्ता व उत्तरेस १२ मी.रुंदीचा रस्ता असल्याचे चतु:र्सिमांमध्ये नमूद आहे.

१०) सहाय्यक नगररचनाकार यांच्या मुल्यांकन अहवालामध्ये पुढीलप्रमाणे नमूद करण्यात आल्या आहेत, प्रकरणासोबत सादर असलेल्या वास्तुविशारद यांचेकडील दाखल्यामध्ये जागेचे क्षेत्र १३९७ चौ.मी.इतके आहे. रस्त्याप्रमाणे १.१० बेसिक एफएसआयनुसार १५३६.७० चौ.मी., ०.५० प्रिमियम एफएसआयनुसार ६९८.५० चौ.मी., ०.६५ टिडीआरनुसार ९०८.०५ चौ.मी., ०.५० इन्सेन्टीव ६९८.५० चौ.मी. असे एकूण एफएसआय ३८४१.७५ चौ.मी. इतका होत आहे. सदर एफएसआयवर ६० टक्के ॲन्सल्लरी एफएसआयनुसार १८४४.०४ चौ.मी. व ८० टक्के ॲन्सल्लरी एफएसआय ६१४.६८ चौ.मी. असे एकूण ॲनसल्लरी एफएसआय २४५८.७० चौ.मी. इतका असून एकूण अनुज्ञेय एफएसआय ६३००.४७ चौ.मी. इतके असल्याचे दाखल्यात नमूद आहे.

टनन १२
दस्त क्र. १४(०८)
४ १२०

६/- विषयांकित दस्तातील मिळकतीचे रचंना सहायक यांनी सोसायटीतील सभासदांस मिळणा-या मोबदल्याचे मूल्य रक्कम रु.१२,१९,१५,०००/- व विकसनकर्त्याला मिळणा-या मोबदल्याचे बाजारमुल्य रक्कम रु.१८,३७,२०,५००/- इतके निश्चित केले आहे. सोसायटीतील सभासदांस मिळणा-या मोबदल्याचे मूल्य रकमेपेक्षा विकसनकर्त्याला मिळणा-या मोबदल्याचे बाजारमुल्य रक्कम रु.१८,३७,२०,५००/- हे जास्त असल्याने, यावर महाराष्ट्र मुद्रांक अधिनियमाचे अनु- ५(g-a)(i) अन्वये ५% प्रमाणे रक्कम रु.९१,८६,०२५/- इतके तसेच दस्तातील नमूद बँक गँरटी रक्कम रु.२,००,००,०००/- यावर महाराष्ट्र मुद्रांक अधिनियमाचे अनु- ५४ अन्वये ०.३% प्रमाणे रक्कम रु.६०,०००/- इतके असे एकूण रक्कम रु.९२,४६,०२५/- इतके म्हणजेच रक्कम रु. ९२,४६,१००/- इतके मुद्रांक शुल्क वसूल करणे आवश्यक आहे.

खालील अटी व शर्ती यांच्या अधिन राहून सदर प्रकरणांत अंतिम आदेश पारीत करण्यात येत आहेत.

१. महाराष्ट्र मुद्रांक अधिनियम कलम ३२ B व कलम ५३ (१A) च्या अधीन राहून सदरहू आदेश पारीत करणेत येत आहेत.

२. महाराष्ट्र मुद्रांक अधिनियम कलम २८ मध्ये नमुद केल्याप्रमाणे मुद्रांक शुल्क /मुल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्य व परिस्थिती याबाबी संलेखात पुर्णपणे व खरेपणाने नमुद केलेल्या आहेत असे अर्जदारांनी प्रतिज्ञापत्राद्वारे खात्री करुन दिली आहे. कलम २८ चे तरतुद संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम-६२अन्वये शास्तीची कार्यवाही करणे आधिन राहून आदेश देत आहे.

३. कलम २८ चे अनुपालन न केल्याचे भविष्यात निर्देशनास आल्यास मुंबई मुद्रांक अधिनियम कलम ४६ व महाराष्ट्र जमिन महसुल संहिता १९६६ अन्वये शास्तीसह मुद्रांक शुल्क वसुल करणेचे आधीन राहून आदेश देणेत येत आहे.

४. दस्तातील नमुद लिखाणाच्या व सोबत सादर केलेल्या कागदपत्राच्या खरेखोटेपणा संदर्भात हे कार्यालय जबाबदार राहणार नाही. याबाबतची संपूर्ण जबाबदारी दस्त निष्पादकावर राहील.

५. सदर दस्तातील नमुद मिळकतीच्या संदर्भात कोणत्याही न्यायालयात दावा अथवा वाद चालु असेल तर त्याची संपूर्ण जबाबदारी दस्त निष्पादकावर राहील.

## अंतिम आदेश

वर नमुद केलेल्या बाबीच्या पार्श्वभुमीवर मी खाली स्वाक्षरी करणार मुद्रांक जिल्हाधिकारी, ठाणे शहर प्रश्नाधिन पुर्नविकास करारनाम्याचे संलेखावर महाराष्ट्र मुद्रांक अधिनियमाचे अनु- ५(g-a)(i) अन्वये ५% प्रमाणे व अनु- ५४ अन्वये ०.३% प्रमाणे एकूण रक्कम रु. ९२,४६,१००/- (अक्षरी रक्कम रु. ब्याण्णव लाख शेहेचाळीस हजार शंभर मात्र) इतके मुद्रांक आकारणेचे आदेश देण्यात येत आहेत. सदरील मुद्रांक शुल्क आपणांस मान्य असल्यास हा अंतरीम आदेश प्राप्त झाल्यापासून ६० दिवसांच्या आंत दस्तावर मुद्रांक शुल्काचा भरणा GRAS या प्रणालीव्दारे ऑन-लाईन https://gras.mahakosh.gov.in./ echallan या वेबसाईटवरुन करता येईल. उपरोक्त मुद्रांक शुल्क रक्कम रु. ९२,४६,१००/- लेखाशिर्ष (HEAD) ००३००५१७०१ देय आहे. सदर रक्कम ऑन-लाईन भरल्यानंतर संबंधित पक्षकाराने चलनाची प्रत या कार्यालयात सादर करावी.

ठिकाण :- ठाणे
दिनांक :- / /२०२३

The Seal of the Collector of Stamps Thane (City) मुद्रांक जिल्हाधिकारी ठाणे (शहर) यांची मुद्रा Dist. Thane

(नारायण राजपूत)
मुद्रांक जिल्हाधिकारी,
ठाणे (शहर)

प्रत:- १. मे. रियल होम्स डेव्हलपर्स तर्फे भागीदार श्री.यज्ञेश एकनाथ भोईर
२. सह दुय्यम निबंधक ठाणे क्र. १ ते १२.

ठनन १२
दस्त क्र. १२(४६)/२०२३
५ | १२०

THE SEAL OF THE JOINT SUB-REGISTRAR THANE No. 12 सह दुय्यम निबंधक ठाणे क्र. १२ यांची मुद्रा DIST. THANE जि. ठाणे

# CHALLAN
## MTR Form Number-6

| | | | |
|---|---|---|---|
| GRN MH009407636202324M | BARCODE | Date 12/10/2023-17:07:23 | Form ID |

| | | | |
|---|---|---|---|
| Department | Inspector General Of Registration | **Payer Details** | |
| Type of Payment | Non-Judicial Stamps<br>Duty on doc Voluntarily brought for Adjud IGR RoM | TAX ID / TAN (If Any) | |
| | | PAN No.(If Applicable) | |
| Office Name | THD1_JT DIST REGISTRAR THANE URBAN | Full Name | Real Homes Developers |
| Location | THANE | | |
| Year | 2023-2024 One Time | Flat/Block No. | Final Plot No 112 TPS 1 |
| **Account Head Details** | **Amount In Rs.** | Premises/Building | |
| 0030051701 Amount of Tax | 9246100.00 | Road/Street | Area 1397 Sq. Mtrs |
| | | Area/Locality | Panchpakhadi Thane |
| | | Town/City/District | |
| | | PIN | 4 0 0 6 0 2 |
| | | Remarks (If Any) | ADJ CASE NO.469/2023 |
| Total | 92,46,100.00 | Amount In Words | Ninety Two Lakh Forty Six Thousand One Hundred Rupees Only |

DEFACED ₹9246100.00 DEFACED

| | | | | | |
|---|---|---|---|---|---|
| Payment Details | IDBI BANK | **FOR USE IN RECEIVING BANK** | | | |
| **Cheque-DD Details** | | Bank CIN | Ref. No. | 69103332023101712029 | 733105545 |
| Cheque/DD No. | | Bank Date | RBI Date | 17/10/2023-13:02:52 | Not Verified with RBI |
| Name of Bank | | Bank-Branch | | IDBI BANK | |
| Name of Branch | | Scroll No. , Date | | Not Verified with Scroll | |

Department ID :

**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**

Mobile No. 9833410496

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

दस्त क्र. १४८४६/२०२३

६ | १२०

THE SEAL OF DISTRICT SUB-REGISTRAR THANE NO. 12 DIST. THANE

## Challan Defaced Details

| Sr. No. | Remarks | Defacement No. | Defacement Date | UserId | Defacement Amount |
|---|---|---|---|---|---|
| 1 | | 0005045284202324 | 17/10/2023-15:52:29 | IGR108 | 9246100.00 |
| | | | Total Defacement Amount | | 92,46,100.00 |



Print Date 17-10-2023 03:52:33

# प्रमाणपत्र

प्रमाणित करण्यात येते की, अभिनिर्णय प्र.क्र. ४६९/२०२३ करिता रियल होम्स डेव्हलपर्स यांनी मुद्रांक शुल्क रक्कम रु.९२,४६,१००/- (अक्षरी रु. ब्याण्णव लाख शेहेचाळीस हजार शंभर मात्र) GRAS प्रणाली अंतर्गत दिनांक १२/१०/२०२३ रोजी भरलेली असून, त्यांचा GRN NO. MH009407636202324M असा आहे. सदरचा भरणा शासन जमा झाल्याबाबतची खात्री GRAS प्रणाली द्वारे करण्यात आली असून, चलन दि.१७/१०/२०२३ रोजी विरुपीत (DEFACE) करण्यात आले आहे.

ठिकाण :- ठाणे

दिनांक :- / /२०२३

The Seal of the Collector of Stamps Thane Dist. Thane

(नारायण राजपूत)
मुद्रांक जिल्हाधिकारी
ठाणे (शहर)

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दस्त क्र. १४८४६/२०२३
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THE SEAL OF THE JOINT SUB-REGISTRAR THANE NO. 12 DIST. THANE

# CHALLAN
## MTR Form Number-6

| | | | |
|---|---|---|---|
| GRN MH009407636202324M | BARCODE | Date 12/10/2023-17:07:23 | Form ID |

| | | | |
|---|---|---|---|
| Department | Inspector General Of Registration | **Payer Details** | |
| Type of Payment | Non-Judicial Stamps<br>Duty on doc Voluntarily brought for Adjud IGR RoM | TAX ID / TAN (If Any) | |
| | | PAN No.(If Applicable) | |
| Office Name | THD1_JT DIST REGISTRAR THANE URBAN | Full Name | Real Homes Developers |
| Location | THANE | | |
| Year | 2023-2024 One Time | Flat/Block No. | Final Plot No 112 TPS 1 |
| | | Premises/Building | |
| | | Road/Street | Area 1397 Sq. Mtrs |
| | | Area/Locality | Panchpakhadi Thane |
| | | Town/City/District | |
| | | PIN | 4 0 0 6 0 2 |
| | | Remarks (If Any) | ADJ CASE NO.469/2023 |
| | | Amount In Words | Ninety Two Lakh Forty Six Thousand One Hundred Rupees Only |

| Account Head Details | Amount In Rs. |
|---|---|
| 0030051701 Amount of Tax | 9246100.00 |
| Total | 92,46,100.00 |

DEFACED ₹9246100.00 DEFACED

| | |
|---|---|
| Payment Details | IDBI BANK |

**Cheque-DD Details**

| | |
|---|---|
| Cheque/DD No. | |
| Name of Bank | |
| Name of Branch | |

**FOR USE IN RECEIVING BANK**

| | | | |
|---|---|---|---|
| Bank CIN | Ref. No. | 69103332023101712029 | 733105545 |
| Bank Date | RBI Date | 17/10/2023-13:02:52 | Not Verified with RBI |
| Bank-Branch | | IDBI BANK | |
| Scroll No. Date | | Not Verified with Scroll | |

Department ID :

Mobile No. 9833410496

**NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.**

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

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THE SEAL OF JOINT SUB-REGISTRAR THANE No. 12 DIST. THANE जि. ठाणे

## Challan Defaced Details

| Sr. No. | Remarks | Defacement No. | Defacement Date | UserId | Defacement Amount |
|---|---|---|---|---|---|
| 1 | | 0005045284202324 | 17/10/2023-15:52:29 | IGR108 | 9246100.00 |
| | | | Total Defacement Amount | | 92,46,100.00 |



Print Date 17-10-2023 03:52:33

# प्रमाणपत्र

प्रमाणित करण्यात येते की, अभिनिर्णय प्र.क्र. ४६९/२०२३ करिता रियल होम्स डेव्हलपर्स यांनी मुद्रांक शुल्क रक्कम रु.९२,४६,१००/- (अक्षरी रु. ब्याण्णव लाख शेहेचाळीस हजार शंभर मात्र) GRAS प्रणाली अंतर्गत दिनांक १२/१०/२०२३ रोजी भरलेली असून, त्यांचा GRN NO. MH009407636202324M असा आहे. सदरचा भरणा शासन जमा झाल्याबाबतची खात्री GRAS प्रणाली द्वारे करण्यात आली असून, चलन दि.१७/१०/२०२३ रोजी विरुपीत (DEFACE) करण्यात आले आहे.

ठिकाण :- ठाणे

दिनांक :- / /२०२३

The Seal of the Collector of Stamps Thane (City) जिल्हाधिकारी ठाणे (शहर) यांचे दालन Dist. Thane

(नारायण राजपूत)
मुद्रांक जिल्हाधिकारी
ठाणे (शहर)

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THE SEAL OF THE JOINT SUB-REGISTRAR THANE No. 12 सह दुय्यम निबंधक ठाणे क्र. १२ यांचे दालन DIST. THANE जि. ठाणे

**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. **MH007252605202324E** Dated **28-08-2023.**

**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/IGR108/469/2023**

Certificate Number: **CER-THA-ADJ-IGR108-469-2023**

Market Value/Value (if any): **Rs. 183720500**

Consideration Amount (if any): **Rs. 121915000**

Received from **REAL HOMES DEVELOPERS** Residing at **WAGLE ESTATE**. Stamp duty of **Rs. 9246100/- (Rs. Ninety Two Lakh Forty Six Thousand One Hundred only)**. Vide e-Challan GRN No **MH009407636202324M** Dated :- **17-10-2023** The defacement number is **0005045284202324.**

Certified Under Section 32 of the Maharashtra Stamp Act, that the full duty of **Rs. 9246100/- (Rs. Ninety Two Lakh Forty Six Thousand One 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 Collector of Stamps Thane (City) Dist. Thane

**Place: Thane City**
**Date:** 17/10/23

17/10/23
**Collector of Stamps**
**Thane City**

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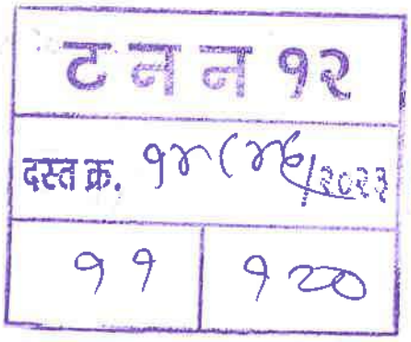
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दस्त क्र. १४८४/२०२३
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THE SEAL OF THE JOINT SUB-REGISTRAR THANE NO. 12
DIST. THANE

# DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into at Thane on this 19th day of October 2023

BETWEEN

SOLANKI CO-OPERATIVE HOUSING SOCIETY LTD. (PAN – AAFAS1196K), a Co-operative Housing Society Limited, formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. TNA/(TNA)/HSG/(TC)/2001/1987-88 on 02/06/1988, having its registered office at – Flat No.106/102, Umed Nagar, Louiswadi, Thane (W)-400604, through its Office Bearers and Authorized Signatories viz. -

(1) SHRI. VILAS KHANDZODE (CHAIRMAN),
Age - 69 years, PAN – AMLPK0347F,

(2) SHRI. ANANT VISHNU MARATHE (SECRETARY),
Age - 68 years, PAN – ABXPM5260E,

(3) SHRI. SACHIN B. SAWANT (TREASURER),
Age - 49 years, PAN – BUEPS4281C,

hereinafter referred to as the "OWNER / SOCIETY" (which expression shall unless it be otherwise repugnant to the context or meaning thereof be deemed to mean and include its office bearers and successors) of the FIRST PART;

AND

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THE SEAL OF THE JOINT SUB-REGISTRAR THANE No. 12 DIST. THANE



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REAL HOMES DEVELOPERS (PAN – ABFFR0204H and GST Registration No.27ABFFR0204H1ZK), a Partnership Firm duly constituted and registered under the provisions of Indian Partnership Act, 1932, having its registered office and a principal place of business at – 311, 3rd Floor, Omega Business Park, Road No.33, Wagle Estate, Thane (W) – 400604, through its Partner viz. 1) SHRI. YADNESH EKNATH BHOIR, Age - 31 years, PAN No. AWMPB8627J, 2) SHRI. PARESH DEODAS CHALKE, Age - 50 years, PAN No. AAKPC5278Q, hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being constituting the said Firm, the survivor/s of them, their heirs, executors, administrators of the last surviving partner and their assignees etc.) of the SECOND PART;

WHEREAS :-

1) The Society is the absolute owner and / or otherwise well and sufficiently seized and possessed of and/or otherwise sufficiently entitled to all that piece or parcel of land bearing Final Plot No.112, Town Planning Scheme No.1, adm. 1397 sq. mtrs., (hereinafter referred to as 'the said Land') and a building standing thereon comprising of Ground plus Three Upper Floors known as "Solanki Co-operative Housing Society Ltd." (herein after referred to as 'the said Building') situate, lying and being at – Umed Nagar, Louiswadi, Thane (W)-400604, Village – Panchpakhadi, Taluka and District – Thane, Registration Sub-District of Thane and within the limits of the Thane Municipal Corporation and more particularly described in the First

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Schedule hereunder written (hereinafter the said Land and Building are jointly referred to as "the said Property").

2) The aforesaid building is comprising of Ground + 3 Upper Floors having 28 residential and 11 commercial premises and 4 garages as per approved plan and Commencement Certificate bearing V.P.No.315, dtd.18/07/1985 & dtd.19/07/1988 issued by the Thane Municipal Corporation. The Thane Municipal Corporation had also issued Occupation Certificate on 27/03/1987 and 01/07/1989for the aforesaid building and lock-up garages. The said Occupation Certificate annexed hereto and marked as Annexure A.

3) The original flat/shop holders of the aforesaid building had formed a Co-operative Housing Society Limited and registered the same with the Deputy Registrar Co-operative Societies, Thane in the name and style of SOLANKI CO-OPERATIVE HOUSING SOCIETY LTD bearing Registration No. TNA/(TNA)/HSG/(TC)/2001/1987-88 on 02/06/1988. The copy of Society Registration Certificate is annexed hereto and marked as Annexure B.

4) The original Landowner viz. Mr. Devichand Ratanchandji Solanki and others and the Builder / Developer viz. M/s. Solanki Developers have failed to execute conveyance of the said plot of land alongwith building in favour of the Society and hence the proceeding for deemed conveyance was initiated by the Society. The said Society then obtained

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THE SEAL OF THE JOINT SUB-REGISTRAR THANE No. 12 सह. दुय्यम निबंधक ठाणे क्र. १२ यांची मुद्रा सत्यमेव जयते जि. ठाणे DIST. THANE

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Order of Deemed Conveyance dated 15/11/2016 in respect of the said property in favour of Solanki Co-op. Hsg. Society Ltd.

5) According to the aforesaid Deemed Conveyance Order, the Landowner viz. Mr. Devichand Ratanchandji Solanki and others and the Builder / Developer viz. M/s. Solanki Developers through District Deputy Registrar viz. Shri. Kiran Sonawane has executed the Conveyance Deed dated 12th March, 2021 in respect of the said plot of land along with the building standing thereon in favour of the Solanki Co-Operative Housing Society Ltd. The said Conveyance Deed is duly stamped and registered with the Sub-Registrar of Thane, vide Serial No.TNN1-4375-2021 on 12/03/2021.

6) Thus, the said Society is the absolute Owner of the aforesaid property and is in actual, physical, legal and peaceful possession of the said plot of land together with building standing thereon. The City Survey Officer, Thane have mutated the name of the aforesaid Society as the holder in the extract of Property Register Card and the Property Card is annexed hereto and marked as Annexure C.

7) During passage of time, some of the flat/shop purchasers, who had become members of the Society sold their respective flats/shops to some other persons. At present there are 39 registered members (i.e. 28 residential and 11 commercial premises and 3 garages owned by society members and 1 garage is owned by Society) and shareholders

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THE SEAL OF THE JOINT SUB REGISTRAR THANE No. 12
DIST. THANE



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of the Society. The said Society had issued share certificates to its members for their respective premises.

8) The Society hereby declares that, the title of the Said Property is clear and marketable and free from all encumbrances of whatsoever nature. The Title Certificate dtd.18/07/2023 issued by Society's Advocate Mrs. Manisha A. Abhyankar is annexed hereto and marked as Annexure D.

9) The construction of said existing building was completed somewhere in the year 1987. Over the period of time some of the present structures have faced various problems such as leakage and seepage, cracks in the RCC frame etc. Repairing of the existing structure may not be a long-term solution, considering the huge expenses required to be incurred for such repairs. The only viable option left with the Society and the Members is to demolish the existing building and construct a new building on the said property.

10) The Society and Members did not have financial resource, infrastructure and facility to redevelop the said building, therefore, in Special General Body Meeting held on 27/03/2022, the Society and the Members have unanimously decided to redevelop the said property by utilizing development potential of the said property as may be permitted under Unified Development Control and Promotion Regulations, 2020 (UDCPR). The copy of the Resolution dtd. 27/03/22 for redevelopment of the existing building is annexed hereto and marked as Annexure E.

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11) The Society has appointed GODBOLE MUKADAM & ASSOCIATES ("SAID ARCHITECT") as its Architects and Project Management Consultants for the execution of redevelopment process of their society and for drawing of the proposed building/s plans and specifications, for supervising and for certifying the proposed redevelopment of the Said Property. The copy of resolution and appointment of PMC is annexed hereto and marked as Annexure F.

12) The Society and the Members have unanimously agreed to call for offers from prospective Developers with a view to get the best offer. The Society has given publication in the daily newspaper viz. "Thane Vaibhav" on 19/01/2023 for inviting the prospective Developers for re-development of the said existing building. Accordingly, the said Society has invited sealed tenders through their Architect / PMC from various developers for carrying out the redevelopment of the said property.

13) Pursuant to the invitation, the said Society has received offers from Builders and Developers, all offers were duly considered in subsequent Managing Committee Meetings and also in Special General Body Meetings of the Said Society.

14) In response to the tenders invited by the Said Architect/PMC, an revised Offer dated 17/04/23 submitted by the Developers herein viz. Real Homes Developers was found by the Society considerable and after detailed negotiations and deliberations, the Special General Body of the

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Society thoroughly discussed the said offer in its meeting held in camera, on 16/04/2023 at – 10.30 am at the Society's Terrace Premises in presence of Mrs. Anita Batwal, authorized representative of Dy. Registrar of Co-Op. Soc., Thane City. After such discussion, the members of the Society, present in the subject meeting, have by majority accepted the aforesaid offer whereby the Developers have agreed to carry out the entire development of the Said Property by demolishing the old building & thereby constructing a new building ("New Building") by using/consuming maximum permissible Floor Space Index (FSI), Transferable Development Rights ("TDR"), incentive FSI, Premium FSI, ancillary FSI, Dilapidated FSI, Road Setback and all other benefits in the form of any rights, advantages, FSI, benefits of substitutes of any FSI, and FSI available after payment of premium or otherwise, as per the terms and conditions recorded herein. The Society has complied with the guidelines/directives dated 04/07/2019 issued by the Government of Maharashtra under section 79 A of Maharashtra Co-operative Societies Act, 1960.

15) Further that, the Dy. Registrar of Co-op. Society, Thane City has issued a letter dtd. 17/04/2023 for the appointment of REAL HOMES DEVELOPERS, as the Developers for the redevelopment of SOLANKI CO-OP. HSG. SOCIETY LTD. The said copy of the letter is hereto annexed and marked as <u>Annexure G.</u>

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16) The Society has issued the Letter of Intent (LOI) dated 17/04/2023 in favour of the Developers and the same is hereto annexed and marked as Annexure H.

17) By letter dtd.17/04/2023, the Developers have agreed to acquire the re-development rights from the Society and the Existing Members in respect of the Said Property on the various terms and conditions stipulated in the Offer Letter. The Copy of acceptance letter is hereto annexed and marked as Annexure I.

18) The Developers are very well aware that, the said property is the part and parcel of Final Plot No.112. The separate property card of the said Society has not been prepared since the sub-division of aforesaid final plot is not yet done. The Developers hereby agree that, they will get the plans approved of the proposed new building from the TMC on the basis of aforesaid facts and circumstances.

19) The Society and the Members vide their Resolution dated 16/07/23 passed in Special General Body Meeting have approved the draft of this Development Agreement and Power Attorney. The copy of the said Resolution dated 16/07/23 is annexed and marked as Annexure J.

20) The Society and the Members have authorized any Two out of Three office bearers viz. (1) SHRI. VILAS KHANDZODE, (Chairman), (2) SHRI. ANANT VISHNU MARATHE (Secretary), (3) SHRI. SACHIN B. SAWANT (Treasurer), to do all such acts, deeds, matters and things as may be



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required including execution and registration of Development Agreement and Power of Attorney, Individual Agreements, TDR Agreement and/or other incidental documents. The copy of the said Resolution dated 16/07/2023 is annexed and marked as Annexure K.

21) The parties hereto have now agreed to execute this Development Agreement on the terms, conditions, stipulations, covenants and consideration hereinafter appearing.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH & IT IS HEREBY AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1) The parties hereby declare and confirm that all and whatsoever that is stated in the recital hereinabove is true and correct. The recitals incorporated hereinabove and annexure hereto shall form an integral part of this Agreement.

2) GRANT AND ASSIGNMENT OF DEVELOPMENT RIGHTS :- The Society with the confirmation and consent of all its members hereby appoint the Developers for the proposed redevelopment of the Said Property and accordingly grant and assign to the Developers sole and exclusive Development Rights in respect of the Said Property free from all encumbrances, more particularly described in the schedule written hereunder. The Developers are entitled & authorised to demolish the said building after the Members vacate their Existing Flats/Shops/Garages & the Said Property and to construct new

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building/s ("New Building") on the said plot of land as per approved plan to be granted by TMC by consuming maximum permissible Floor Space Index (FSI), Transferable Development Rights ("TDR"), incentive FSI, Ancillary FSI, Premium FSI, Dilapidated FSI, Road Setback and all other benefits in the form of any rights, advantages, FSI, benefits of substitutes of any FSI, and FSI available after payment of premium or otherwise howsoever in respect of the Said Property available under UDCPR as of date of signing this agreement and to allot the new premises as agreed to the existing members and to sell the Developers' Premises to the prospective purchasers.

3) ALLOTMENT OF NEW PREMISES TO THE EXISTING MEMBERS :- IN CONSIDERATION of granting the development rights in respect of the Said Property, the Developers shall provide to each of the Member the residential and commercial premises having existing MOFA carpet area of their respective premises ("New Premises") plus 30% additional MOFA carpet area on ownership basis at free of cost. The details of the Members such as Name, Flat / Shop No., Existing Carpet Area and New Carpet Area are described in the Second Schedule hereunder written.

The Developers hereby agree that, the existing members who have lockup garages shall be compensated with 50% additional free of cost carpet area against the existing carpet area of the said garages.

Similarly, the existing members who have terrace open to sky attached to their premises, the Developers shall compensate the said terrace area against constructed carpet area admeasuring 50% of terrace area.

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The Society, Members and the Developers accept the existing carpet area of the Flats / Shop / Garages and no dispute shall be raised for the same by them and/or any of them.

4) MEASUREMENT OF THE NEW PREMISES :- The Developers shall ensure that, the carpet area to be offered to the members shall be accurate in the proposed plan which will be approved by the Thane Municipal Corporation. Actual measurement of the New Flats will be done and any variation/deviation upto (+/-)3% as per RERA Rules in the Carpet Area shall be acceptable. If the total carpet area of the new premises is decreased beyond 3%, then the Developers shall be liable to pay to such member an amount of Rs.15,500/- (Rupees Fifteen Thousand Five Hundred Only) per sq. ft. carpet for such deficit area. However, if the total carpet area of the new premises in the proposed building is increased beyond 3%, then the Member/s shall not be liable to pay to the Developer for such increased carpet area. However the developer shall get the mutually agreed exact carpet area approved in the plans and execute the construction so as to have minimum variation.

5) PURCHASE OF ADDITIONAL AREA :- In case any of the Member intends to purchase the additional carpet area over and above the area agreed to be allotted by the Developers (subject to Architect's design), then the Developers shall offer the same at a concessional rate in the following manner, which is excluding GST :-

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THE SEAL OF THE JOINT SUB-REGISTRAR THANE NO. 12 सह दुय्यम निबंधक ठाणे क्र. १२ यांची मुद्रा सत्यमेव जयते जि. ठाणे DIST. THANE

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| Particular | Amt. (Rs.) |
|---|---|
| For residential i.e. | |
| 1) Upto 200 sq. ft. carpet | Rs.15,500/- per sq. ft. on MOFA carpet area. |
| 2) Over & above 200 sq. ft. carpet | Rs.19,500/- per sq. ft. on MOFA carpet area |
| For commercial | Rs.35,000/- per sq. ft. on MOFA carpet area |

6) PARKING :- The Developers further agree that, one four wheeler parking space shall be provided to all existing members by the Developers at free of cost. The allotment of such parking spaces to individual member will be the sole responsibility of the Developer. The Developers shall from the date of Occupation Certificate bear and pay the 3 years Annual Maintenance for Mechanical Parking System.

7) TEMPORARY ALTERNATE ACCOMMODATION / RENT :- The Members shall themselves arrange for their respective temporary alternate accommodations of their choice. The Developer shall give first 12 months rent in advance by one cheque to each of the Society Member for acquiring such alternate accommodation. After expiry of the First 11 months, the Developer shall issue subsequent 12 months rent in advance by one cheque to each of the Society Member. There shall be 10% yearly increase in the rent for whole of the construction period i.e. till handing over possession of the proposed new premises to the existing members. The Developers shall pay the monthly

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rent/compensation to each of the Society member in the following manner :-

| Period | Rent Amt. (Rs.) for residential | Rent Amt. (Rs.) for commercial | Rent Amt (Rs.) for garages |
|---|---|---|---|
| 1st year | Rs.60/- per sq. ft. carpet | Rs.150/- per sq. ft. carpet | Rs.3,000/- per Month |
| 2nd year | Rs.66/- per sq. ft. carpet | Rs.165/- per sq. ft. carpet | Rs.3,000/- per month |
| 3rd year | Rs.73/- per sq. ft. carpet | Rs.182/- per sq. ft. carpet | Rs.3,000/- per Month |

It is further agreed by and between the parties hereto that, the Rent / License Fee payable to the existing members towards alternate accommodation, will commence only after vacation of all premises by the existing members and handing over peaceful, actual, physical & vacant possession of all the premises along with the building and plot of land by the members & the Society to the Developers. The Developer shall pay the rent till last date of calendar month in which the 30 days period comes to an end.

8) <u>SHIFTING CHARGES</u> :- The Developer shall pay a sum of Rs.30,000/- (Rupees Thirty Thousand Only) being to-and-fro shifting, loading, unloading charges to each of the Member. Rs.15,000/- (Rupees Fifteen Thousand Only) shall be paid each at the time of vacating their existing premises and Rs.15,000/- (Rupees Fifteen Thousand Only) at the time of taking possession of new premises allotted to them in the newly constructed building.

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9) BROKERAGE CHARGES :- The Developer shall also pay to each of the existing members an One Time Brokerage Charges equivalent to one month rent at the time of vacating their existing premises.

10) HARDSHIP ALLOWANCE :- As and by way of further consideration for assignment of development rights, the Developers hereby agree and undertake to pay Rs.600/- (Rupees Six Hundred Only) per sq. ft. on existing carpet area towards Hardship Allowance to each existing member and the payment schedule for the same is as under :-

| SR. NO. | PAYMENT SCHEDULE |
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| 1) | 50% on execution of Individual Member Agreement (i.e. PAAA–Permanent Alternate Accommodation Agreement). |
| 2) | 50% at the time of handing over possession of new premises in the proposed new building upon receipt of Occupation Certificate from TMC, whichever is earlier. |

11) BANK GUARANTEE :- The Developers, on receipt of Commencement Certificate issued by TMC, shall provide the Bank Guarantee of a Nationalised Bank in favour of the Society to the tune of Rs.2,00,00,000/- (Rupees Two Crores Only) and the said amount shall get released in the following manner :-

a) 30% after completion of plinth.

b) 15% on completion of 5th slab.

c) 15% on completion of 10th slab.

d) 15% on completion of 15th slab.

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c) 5% on completion of brickwork.

d) 10% on completion of finishing work.

e) 10% on successful completion of the project and getting Occupation Certificate from TMC and on handing over possession of new flats to the existing Society Members.

12) OTHER PAYABLES :- The Developers hereby agree to bear and pay the maintenance charges towards Security Personnel, House Keeping Agency and Common Lights for one year from the date of Occupancy Certificate.

13) INCOME TAX LIABILITY :- The Income Tax liability payable on amounts received by the Society and/or Members from the Developers shall be borne and paid by the Society and/or concerned Members alone.

14) STAMP DUTY, REGISTRATION CHARGES AND GST :- The cost of Stamp Duty, Registration Charges and applicable GST on this Development Agreement and Power of Attorney and Permanent Alternate Accommodation Agreement with Society Members (on existing carpet area and additional free area) shall be borne and paid by the Developers. The stamp duty, registration charges and GST in respect of purchase of additional area, if any, shall be solely borne and paid by the respective Member.

15) AMENITIES AND FACILITIES :- The Developers do hereby agree and undertake to use the best quality building material and best quality



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industry brands and provide the amenities as mentioned in the list of amenities annexed hereto as per tender document and marked as Annexure L to the entire project in general and to the residential flats agreed to be allotted by the Developers to the Member free of cost and on ownership basis.

16) SHARING OF FSI :- In the event of enhancement of FSI by Government of Maharashtra, on the said plot land, it shall be incumbent upon the Society to take the appropriate decision at that particular point of time as per the guidance of Architect/PMC. The Developers shall not be entitled to receive any benefit arising out of additional FSI in whatsoever manner, without prior consent for sharing principle to avail the said benefits. The Developers has to purely act as Agent of Society under the provisions of Power of Attorney Act, 1882.

However, with the prior written consent of the Society and the Existing Members, the Developers shall utilise the additional FSI and shall be shared by the Existing Members and the Developers after deducting all the costs incurred for the approvals and construction by the Developers i.e. 50% constructed premises shall be allotted to the Existing Members by the Developers and 50% constructed premises shall be retained by the Developers or else the same will be shared equally in monetary terms by the Developers and the existing Society Members. However, the entire cost and expenditure and other expenses of obtaining the said additional FSI will be exclusively and entirely borne by the Developers alone.

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17) COMPLETION PERIOD :-

A) The Developers shall have to obtain approvals, permissions, permit from the Thane Municipal Corporation and other competent authority within a period of 6 (six) months from the date of execution of this Development Agreement.

All the Members shall vacate their respective Existing Flats/Shop on or before the Cut-Off Date (as defined hereinafter). It is further agreed that, the Developers shall on receipt of Commencement Certificate, address a letter to the Society ("Notice"), to vacate the existing premises and Society building, enclosing copy of Commencement Certificate. The Members shall vacate their Existing Flats/Shop within 45 days from the date of receipt of such Notice by Society from the Developers ("Cut Off Date"). The Developers, Society and the Members shall execute individual Agreements with respective Members on or before the Cut-Off Date for New Premises as allotted/identified by the Society and the Members. Simultaneously, it is the responsibility of the Developers to make the payment of stamp duty, registration fee of the allotment agreement of the existing members within the above stipulated period and to register the same on receipt of RERA Registration Certificate. If the existing member is unable to co-operate to the Developers for registration of allotment agreement of the new premises, then the Developers shall not be responsible for the same.

Upon all the Members vacating their respective flats/shops, the Society shall hand over physical, vacant & peaceful possession of said entire Property to the Developers for the purpose of redevelopment.

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The Developers shall complete the construction of the entire project and procure Occupation Certificate from TMC at their costs, expenses and charges within a period of 30 months (hereinafter referred to as the "Completion Period") from the date of Commencement Certificate issued by the TMC or on getting vacant possession of all the premises, building and said property, whichever is later.

Notwithstanding anything contained in this Agreement, it is agreed that if because of any Force Majeure event, the Developers is prevented from carrying on with or hampered in performance of any of their obligation under this Agreement (hereinafter referred to as the "Force Majeure"), then the Developers shall submit a letter to the Society within 7 days of occurrence of Force Majeure and the Developer shall get a reasonable extension of period for completion of redevelopment project under the guidance / advice of Society Architect/PMC.

For the purpose of this Agreement, "Force Majeure" shall include fire, earthquake, flood, epidemic, pandemic, strike, lockout, lockdown, labour controversy, riot, civil disturbance, war, civil commotion, prohibitory order from court of law or from local authority, acts of God, failure or official strike by transport industry or any other supplier of supplies, equipment, or other facilities related to the said Property, omissions or acts of public authorities that prevent or delay performance of any one or more obligations of the Developers, including change in law, regulations, or the policies of the Government, or other regulatory authority or any default of or non-performance by

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the Society and/or its Member(s), of any of their obligations as contained herein or otherwise, and/or all other acts which are beyond the control of the Developers.

B) <u>GRACE PERIOD</u> :- If the Developers is unable to construct the new premises along with the agreed amenities and obtain Occupation Certificate thereof from the Thane Municipal Corporation within a period of 30 months as mentioned hereinabove, then the Society shall grant grace period which shall be upto 6 months to the Developers for completion of the New Building (excluding the period of Force Meajure). The Developers shall have to obtain Occupation Certificate of new building within such extended period. Save and except the above, other terms and conditions shall remain the same and unaltered.

In the event of delay in carrying out and completion of the construction activity upon the said plot of land, over and above the agreed period in the Development Agreement, the Developer shall be liable to pay an amount of rent as per the rate structure, mentioned hereinabove, plus 10% additional amount on monthly rent for the period to each and every existing Society Member till completion of project and handing over possession of permanent premises. There shall be additional penalty of Rs.10,000/- (Rupees Ten Thousand Only) per month over and above the additional monthly rent, payable by the Developer to each and every existing member, on such delay occurred because of harsh negligence and/or deficiency on the part of Developer. Save and except herein before, the Developer shall not be liable to pay such penalty in the event of unforeseen circumstances,

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such as natural calamities, shortage of building material/s, iron, steel, cement problems etc, as may be approved by the society and their architect taking into account actual situation and facts. Paying additional rent and penalty does not mean that an unlimited extension period is given to Developer. This grace period shall be only limited for further 6 months.

It has been agreed between the parties that, if the Developers fail to commence construction activity within agreed period i.e. after 6 months on receipt of Commencement Certificate and / or to complete the construction of the proposed new building alongwith the agreed amenities within abovementioned period of 30 months + 6 months grace period, then the Society has right to ask for cancellation of this Development Agreement and all the parties shall execute Cancellation Deed of the Development Agreement and get it registered and the Developers shall not raise any legal complications in the same and all the required NOC shall be provided by the Developers regarding the same where ever required subject to settlement of all the financial terms between the parties under the guidance of Architect/PMC.

18) EXECUTION OF POWER OF ATTORNEY :- Simultaneously with the execution hereof, the Society shall execute a Power of Attorney in favour of the Developers inter alia empowering them to do various acts, deeds, matters and things including purchase and utilization of TDR and/ OR additional FSI, on behalf of society and to obtain all necessary permissions, NOCs, and sanctions from TMC, UDD, Land Ceiling Authority, Housing and Special Assistance Department, Mantralaya and

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other concerned local authorities for development / redevelopment of the Said Property, as also to submit and get approval of building plans and to obtain necessary approvals for commencement of construction of the New Building, obtaining occupation certificate. All costs including Architect's fees for obtaining such permissions, NOCs, sanctions, orders, approval of building plans, occupation certificate etc. shall be borne and paid by the Developers alone.

19) DECLARATION, REPRESENTATIONS AND WARRANTIES OF THE SOCIETY AND MEMBERS :-

a) The said Society is the Owner & absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the Said Property and the Society has not mortgaged and/or created any third party rights in any manner whatsoever;

b) The Society, in its corporate name, has absolute right to execute this Agreement with the Developers in view of the authority given to it by Section 36 of the Maharashtra Co-operative Societies Act, 1960 and that the registered bye-laws of the Society do not contain any prohibition to the Society from execution of this Agreement.

c) The Society further confirm with the Developer that, Mr. Pramod Shivaji Patil was the bonafide member of the Society and was the owner of Shop No.2, adm. 150 sq. ft. on Ground Floor of the said

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Society. Mr. Pramod Shivaji Patil died on 21/03/2021 leaving behind Smt. Usha Shivaji Patil (mother), Smt. Rohini Pramod Patil (wife) and Ms. Apurva Pramod Patil (minor daughter) as the only heirs and legal representatives. After demise of Mr. Pramod Shivaji Patil, his mother viz. Smt. Usha Shivaji Patil and his brother viz. Mr. Ajit Shivaji Patil has filed Regular Civil Suit No. 77/2022 in the Hon'ble Court of Civil Judge (S.D.) Thane for Declaration and Injunction. The suit is pending and the matter sub-judice in the Hon'ble Thane Court.

Similarly, Smt. Rohini Pramod Patil for herself and on behalf of minor daughter Ms. Apurva Pramod Patil has filed Civil Miscellaneous Application No.27/2022 before Hon'ble Civil Court Senior Division, Thane for grant of Heirship Certificate under Bombay Regulation Act, 1827. The application is pending and the matter sub-judice in the Hon'ble Thane Court.

d) Further the Society hereby states and declares that, Mr. Sharad R. Gavand is the absolute owner of Flat No.207 and bonafide member of the said Society. Mr. Sharad R. Gavand is suffering on account of ailment and he is physically unfit to sign and execute all the relevant documents related to re-development of the Society. In case Mr. Sharad R. Gavand recovers and come out of ailment, then he shall sign and execute all the necessary documents related to re-development of the Society.

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e) The Members alone are the lawful members of the Society and the allottees holding their respective flats/shops and there is no dispute of whatsoever nature about the membership and/or occupation by the Members of their respective flats/shops save and except Shop No.2 and regarding carpet area of the individual flats/shops mentioned therein;

f) The Members are the only registered & bonafide members of the said Society. The Members have not mortgaged and/or created any charge of any nature whatsoever in respect of their Existing Flats/Shops save and except 4 (number of member) members viz. 1) Mr. Suhas Kakade (Flat No.1), 2) Mr. Atul P. Deshmukh (Flat No.206), 3) Mr. Vijay H. Tambat (Flat No.205), 4) Dr. Shailesh Pande (Flat No.304) and 5) Mrs. Richa Hushing (Flat No.204).

Further, it will be respective member's responsibility to obtain NOC from the bank / financial institution before the Individual Agreement / Allotment Agreement of the respective member is signed and the Developers shall provide all the requisite documents to the respective members for the purpose of obtaining NOC from the bank / financial institution. The Society declare and confirm that there are no outstanding towards Society dues pertaining to member's respective Existing Flats/Shops as on date hereof.

g) The Society has not done and/or caused to be done any act, deed, matter or thing whereby or by reason whereof, the right,

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