Receipt (pavti)

338/9745
Friday,July 07 ,2023
2:47 PM

पावती

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

पावती क्र.: 10563 दिनांक: 07/07/2023

गावाचे नाव: **गं.भा.पाथर्ली**
दस्तऐवजाचा अनुक्रमांक: **कलन4-9745-2023**
दस्तऐवजाचा प्रकार : **विकसनकरारनामा**
सादर करणाऱ्याचे नाव: **मेसर्स मिलन असोसिएट्स तर्फे भागीदार - दिनेश नारण पटेल**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1700.00
पृष्ठांची संख्या: 85	
एकूण:	रु. 31700.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 3:06 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Kalyan 4

बाजार मुल्य: रु.32883500 /-
मोबदला रु.23282500/-
भरलेले मुद्रांक शुल्क : रु. 1644500/-

सह.दुय्यम निबंधक कल्याण - ४

1) देयकाचा प्रकार: DHC रक्कम: रु.1700/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0707202302849 दिनांक: 07/07/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000 -
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004816673202324E दिनांक: 07/07/2023
बँकेचे नाव व पत्ता:

मुळ दस्तऐवज परत मिळाला
पक्षकाराची सही

लिपीक
सह.दुय्यम निबंधक कल्याण

आदित्य प्रकाश सोसायटी

बाजारमुल्य -सन -२०२२-२०२३

१) गावाचे नाव - गजबंधन पाथर्ली , ता. कल्याण

२) स. नं. ६२/९/१ पैकी,

सि.स. नं. १००१६

२) विभाग क. ८/३२ क्षेत्र ४८१.८० चौ. मीटर

३) दर :- जमीन दर बांधकाम दर

२४,५००/- २६,६२०/-

FSI- १८५१.५४ चौ. मी.

कलन - ४
दस्त क्र. ८७५५ /२०२३
१/८५

A) ५९७६ ×१.१ = ६५७३.६ ÷ १०.७६ =६११×२६६२०×१.०५	= १,७०,७६,५००/-
B) ४८१.८० ×२४,५०० ×३.५ %	= ४,१३,५००/-
C) ९५.९५ ×२६,६२० ×२५ %	= ६,३९,०००/-
D) १०,०००×१४	= १,४०,०००/-
E)८००० ×४ =३२००० ×३६	= ११,५२,०००/-
F) १०००० ×५ =५०२०० ×३६	= १८,००,०००/-
G) ५०००० ×१४ =७,००,०००×८.५%	= ५९,५००/-
H) ६९५×८० =५५६०० ×३६	= २,००,२०००/-
एकुण मोबदला	= २,३२,८२,५००/-
I) १३४२.१८ ×२४५००	= ३,२८,८३,५००/-
मोबदला	= २,३२,८२,५००/-
बाजारमुल्य	= ३,२८,८३,५००/-
मुद्रांक शुल्क	= १६,४४,५००/-
नोंदणी शुल्क	= ३०,०००/-

THE SEAL OF THE JOINT SUB REGISTRAR KALYAN-४ सह दुय्यम निबंधक कल्याण-४ यांचेमुद्रा
जि. ठाणे Dist. Thane

क ल न – ४
दस्त क्र. ९७०५ /२०२३
२/ ८५

CHALLAN
MTR Form Number-6

GRN	MH004816673202324E	BARCODE		Date 06/07/2023-17:08:02	Form ID 25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	ABTFM9686L
Office Name	KLN4_KALYAN 4 JOINT SUB REGISTRAR	Full Name	MILAN ASSOCIATES
Location	THANE		
Year	2023-2024 One Time	Flat/Block No. Premises/Building	REDEVELOPMENT SOC. NAME ADITYA PRAKASH CHS LTD. MOUJE GAJBANDHAN PATHARLI
		Road/Street	SURVEY NO. 62, HISSA NO. 9/E, CTS NO. 10016, TALUKA KALYAN, DIST. THANE
		Area/Locality	DOMBIVLI EAST
		Town/City/District	
		PIN	4 2 1 2 0 1
		Remarks (If Any)	PAN2=AADAA3903A~SecondPartyName=ADITYA PRAKASH CHS LIMITED THRU CHAIRMAN VINAYAK GOPAL NARKAR~
		Amount In Words	Sixteen Lakh Seventy Four Thousand Five Hundred Rupees Only

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	1644500.00
0030063301 Registration Fee	30000.00
Total	16,74,500.00

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK		
Cheque-DD Details		Bank CIN	Ref. No.	69103332023070614565 728821867
Cheque/DD No.		Bank Date	RBI Date	06/07/2023-17:10:21 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. : 9022111100

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 लागु नाही.

THE JOINT SUB REGISTRAR OF THE OFFICE OF THE JOINT SUB REGISTRAR KALYAN-4 ठाणे
जि. ठाणे Dist. Thane

V.S. Sadaphal

Print Date 06-07-2023 05:10:31

क ल न - ४
दस्त क्र. ९७५५ /२०२३
३/८५

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0707202302849	**Date**	07/07/2023
Received from JOINT SUB REGISTRAR KALYAN , Mobile number 9022111100, an amount of Rs.1700/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R.Kalyan 4 of the District Thane.			
Payment Details			
Bank Name	IBKL	**Date**	07/07/2023
Bank CIN	10004152023070702646	**REF No.**	2844639608
This is computer generated receipt, hence no signature is required.			

THE SEAL OF THE JOINT SUB REGISTRAR KALYAN-४
सह दुय्यम निबंधक कल्याण-४ यांची मुद्रा
जि. ठाणे
Dist. Thane

RE-DEVELOPMENT AGREEMENT

This Development Agreement is executed on 07 day of July, 2023 at **Dombivli, Taluka – Kalyan, District – Thane - 421201** in respect of **Redevelopment** Project of **Aditya Prakash Co-operative Housing Society Limited** of the following property.

क ल न - ४
दस्त क्र. ५७४५ /२०२३
४/८५

BY AND BETWEEN

ADITYA PRAKASH CO-OPERATIVE HOUSING SOCIETY LTD.,
A Co-operative Housing Society registered under the provisions of Maharashtra Co-Operative Societies Act, 1960 at Registration No. **TNA/KLN/HSG/(TC)/4174/90-91** Dated **24.01.1991** and having its office at Sant Namdev Path, Near Rokel Depot, **G.B. Patharli**, **Dombivli (East)**, Taluka -Kalyan, District - Thane 421 201
through its Redevelopment Committee duly authorized vide resolution passed in the S.G.M. dated **24.04.2023**:-

1. Hon. Chairman – **VINAYAK GOPAL NARKAR, Age : 60 years**
2. Hon. Secretary – **NEHA MEHUL CHHEDA, Age : 39 years**
3. Hon. Treasurer – **SANTOSH BHAGWAN PALVE, Age : 42 years**

Along with house/bungalow (E 357/A) owners:-

4. Hon. **SURESH VIDYADHAR SADAPHAL, Age : 78 years**
5. Hon. **VEENA SUDHIR SADAPHAL, Age : 65 years**

hereinafter referred to as **"the said Society"** or **"the Owner"** (which expression shall, unless it be repugnant to the context and/or meaning thereof, be deemed to include all the office - bearers and members of the Redevelopment Committee and also all its other members and heirs, executors, administrators and assigns of each respective member(s) of the **FIRST PART.**

AND

M/S. MILAN ASSOCIATES
a registered Partnership firm, Pan No. – ABTFM9686L doing Business of Developing the Immovable Properties having its office at Address: Flat No: 12, Bldg. No: 2, Prayagraj Co-op. Hsg. Soc. Ltd., Chittaranjandas Road,

Patel V.S. Sadaphal

S.V. Sadaphal

Ramnagar, Dombivli (East) 421201, Taluka - Kalyan, District – Thane - 421201
through its Partners,

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दस्त क्र. ८७५ /२०२३
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1. **Shri. DINESH NARAN PATEL, Age : 51 years**

   Aadhar No – 4043 9408 8918 And Pan No - AMAPP2995B

2. **Shri. MILAN DINESH PATEL, Age : 27 years**

   Aadhar No – 8807 2805 2347 And Pan No - CUIPP7367K

3. **SHRI. RUSHABH LALIT PATEL, Age : 26 years**

   Aadhar No – 3217 5362 7140 And Pan No – CVRPP2626R

4. **SHRI. HASMUKH KANTILAL PATEL, Age : 51 years**

   Aadhar No – 5639 7004 7430 And Pan No – AHLPP6473C

hereinafter referred to as **"the Developer"** (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the said firm, individual Partner/s thereof, Survivor/s of the said Partner/s and heirs, executors, administrators and assigns of the last surviving Partner/s) of the **SECOND PART.**

WHEREAS the Society is a Tenant Co-partnership Type Housing Society duly registered under the provisions of The Maharashtra Co-operative Societies Act, 1960 bearing registration No. TNA/KLN/HSG/(TC)/4174/90-91, Dated- 24.01.1991 and are having at present 14 members occupying 7 flats, 5 shops and a bungalow;

AND WHEREAS vide a Deed of Conveyance dated **31.03.2003**, registered with the Office of **Joint Sub-Registrar of Assurances, Kalyan-4**, on **31.03.2003**, at **Sr. No. 1335/2003**, the Society became the absolute owner and seized, possessed of and are otherwise well and sufficiently entitled to all that piece and parcel of N.A. land bearing **Survey No. 62, Hissa No. 9/इ** admeasuring about **476.59 Sq. Mtrs.** which is equivalent to **570 Sq. Yards** with corresponding **City Survey No. 10016** admeasuring about **481.80 Sq. Mtrs.** situated at **Revenue Village - Gulbandhan Patharli,** in **Taluka Kalyan, District - Thane,** within the limits of **Kalyan-Dombivali Municipal Corporation** with a structure of **old bungalow Standing thereon** (hereinafter together referred to as **"the said entire property"** and separately **"the said**

V.S. Sadaphal. V.S. Sadaphal.2

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entire land" and "**the said old bungalow**") or thereabout, along with the old building standing comprising of Ground + 3 Upper Floors, known as "**Aditya Prakash CHS Ltd**", situated at Sant Namdev Path, Near Rokel Depot, **Dombivli (E)**. having total Built up area admeasuring 4425.86 Sq. Ft. equivalent to 411.32 Sq. Mtrs, constructed portion of admeasuring **283.60 Sq. Mtrs**, and in favour of Aditya Prakash CHS Ltd lying, and the adjacent land bearing **Survey No. 62, Hissa No. 9/ इ** area admeasuring **192.99 Sq. Mtrs.** Approximately with corresponding **City Survey No. 10016** & the structure standing having Ground + 1 floor and having Municipal House/Bungalow no. E 357/A, being and situated at Village - **G.B. Patharli**, **Taluka - Kalyan, District-Thane**, within the limits of Kalyan Dombivli Municipal Corporation, and within the Registration District-Thane and Sub-District Kalyan, and more particularly described in the **First Schedule** hereunder written (hereinafter called and referred to for the sake of brevity as the **Said Property**);

AND WHEREAS vide a Deed of Rectification Deed dated. 08.03.2011 registered with the Office of joint Sub-Registrar of Assurances, Kalyan -3, on 08.03.2011, at Sr.No. 1774/2011.

AND WHEREAS after execution of the said Conveyance Deed Index - II was obtained by the purchaser for entering their name on the 7 /12 extract. After obtaining Index-II it was noticed that the area mentioned in the Index-II, it was mentioned as 411.32 which is mentioned in the Third Schedule of the Conveyance Deed, and which is not correct. The correct area of the said land is 283.60 Sq. Mtrs. equivalent to 339 sq. yards as mentioned in the schedule 'B' of the Conveyance Deed.

AND WHEREAS the owner of the said property is also desirous of re-developing the her existing property by demolishing the existing structure standing thereon and constructing as House No. E 357/A ground+ 1 floor, by appointment of a suitable Developer, with full authority to demolish the old structure and construct thereon new multi storeyed building thereon by using the existing FSI and additional FSI by way of TDR/premium FSI permissible by Kalyan Dombivli Municipal Corporation (KDMC) & UDCPR;

AND WHEREAS the Developers herein are engaged in the business of development of properties in the city of Dombivli and in the vicinity and have experience of development work, and have presently undertaken development of the adjoining property being property of "Aditya Prakash CHS Ltd"., and after gaining knowledge of the intention of the Society,

V.S. Sadaphal

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approached the Society and expressed their willingness to develop the said property;

AND WHEREAS the Special General Body meeting of the Society convened on ***26/12/2021, 05/11/2022, 29/01/2023, 05/02/2023, 05/02/2023, 12/02/2023, 19/02/2023, 24/04/2023, 28/04/2023, 09/06/2023 & 11/06/2023*** for Discussing the proposal and conclude of the intended redevelopment of the said property, it was unanimously resolved (by the members present at the meeting) that the property shall be redeveloped and as the society and as its members don't possess the required expertise, financial capacity and also sufficient time for the said purpose the rights of development of the said property should be granted to any capable, competent, efficient, professional and otherwise suitable Developer.

AND WHEREAS Accordingly ***the offer letters*** were invited from the interested developers and the Managing Committee of the said Society interviewed the developers who gave their offer letter, shortlisted few of them and then ultimately zeroed in on/**singled out the said Developer** for the purpose of having the negotiations with him for deciding the elaborate terms and conditions for the purpose of granting the **rights of redevelopment of the said property**. Hence the same offer letter dated ***19/12/2022*** of ***M/s. Milan Associates*** which was given by the singled out developer was accepted and resolved in the special general body meeting.

AND WHEREAS In pursuance of the negotiations, the Developer gave his final offer letter dated ***19/12/2022*** of ***M/s. Milan Associates*** and finding it most reasonable, fair, just and realistic, the Society and the said members accepted it and the ***MOU dated 24/04/2023*** **along with** ***MOU dated 29/05/2023*** has been executed between the members of Society and the Developer.

AND WHEREAS As same important things shall be required to be done and/or some formalities such as obtaining the recommendation and/or **permission** from ***Dy. Registrar*, Co-operative Societies**, shall be required to be performed and/or completed prior to the execution of intended Agreement and consequential ***Power of Attorney*** for granting the redevelopment rights in respect of the said property to the Developer.

AND WHEREAS the Society, the Members and the Developers have discussed the matter of development of the said property, and thereafter the Society has agreed to entrust to the Developers, and the Developers

V.S Sadaphal. V.S Sadaphal. Neha Patel

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.

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AND WHEREAS the above mentioned members are the members of Aditya Prakash Co-Op. Hsg. Soc. Ltd. are living in the society and are looking after the functioning of the society as they are enjoying the said property and the flat therein as owners of the said property. That which means that Aditya Prakash Co-Op. Hsg. Soc. Ltd. has been above 40 years since the construction of the building and the said building is dilapidated. That there is leakage in the slab of the building and it has become dangerous to stay in the building. In this regard ***Mr. Rajesh T. Mhatre & Associate*** has given a structural audit report and according to the said report, the building has been certified as dangerous to live in. Subsequently, the ***Kalyan Dombivli Municipal Corporation*** has also given a letter dated ***26.05.2023*** that the said building structure is dangerous to live in human beings. Since then, the first party and the third party held a special general meeting on ***20.06.2023*** and in the said meeting, as the proposal given by the second party was deemed appropriate, Aditya Prakash Co-Op. Hsg. Soc. Ltd. The above mentioned committee decided to give the said structure of the building for the redevelopment. That the special resolution has been recorded in the minutes book of the society.

AND WHEREAS in the sense that after the appointment of the second part by the first part, the second party proposed to redevelop the building and obtained a **No Objection Certificate** dated ***22/06/2023*** and **Hon. Assistant Registrar, Govt., Dombivli**, came to the premises of the **society** on dated ***20/06/2023*** and held a meeting and ensured that more than **51 percent** of the members agreed to the **redevelopment appointed developer** and dated ***22/06/2023*** Outward no. जा.क्र.उपनि/डोंबिवली/बी-२/इमारत पुनर्विकास/आदित्य प्रकाश/७६८/सन २०२३ under the said developer, Partnership firm **M/s. Milan Associates**. It is ordered that the appointment of 1. Mr. Dinesh Naran Patel 2. Mr. Milan Dinesh Patel, 3. Mr. Rushabh Lalit Patel, 4. Mr. Hasmukh Kantilal Patel is **approved**.

THE JOINT SUB REGISTRAR KALYAN-४ सह दुय्यम निबंधक कल्याण-४ ठाणे जि. ठाणे Dist. Thane

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

Alka Patel

V.S. Sadaphal

S.U. Sadaphal

क ल न - ४
दस्त क्र. ८७५ /२०२३

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 Society hereby declares, agrees, records, confirms and undertakes that :-

   a) The society is seized and possessed of and/or otherwise well and sufficiently entitled to the said Property more particularly described in the ***FIRST SCHEDULE*** hereunder written and the Society has got right, full power and absolute authority to grant development rights as herein mentioned to carry out development on the said property. The Developers shall be at liberty to cause public notices to be issued to satisfy themselves and verify the title of the Society. The Developers shall also be entitled to cause searches to be taken in the offices of the Sub-Registrar etc. to get title certificate in respect of the said property.

   b) The Society have not received any notice or requisition or intimation under any Act whatsoever for acquisition or reservation of the said property or any part thereof for any public purpose.

   c) The property taxes and all other outgoings of the said property are paid up to the date of the execution of this Agreement.

3. The Society and/or its Members have neither created nor shall not create any **encumbrances, 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.

4. The Members of the society have not mortgaged or in any manner whatsoever **mortgaged** their respective flats and society confirms that **no lien is registered** with the society in respect of any of the flats in the building of this 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 to **obtain** the ***NOC*** of the

JOINT SUB REGISTRAR Dist. Thane

S.V.Sadaphal. V.S.Sadaphal. Patel