Receipt (pavti)

338/10653
Thursday,July 27 ,2023
2:57 PM

पावती

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

पावती क्रं.: 11561 दिनांक: 27/07/2023

गावाचे नाव: **गं.भा.पाथर्ली**
दस्तऐवजाचा अनुक्रमांक: **कलन4-10653-2023**
दस्तऐवजाचा प्रकार : **विकसनकरारनामा**
सादर करणाऱ्याचे नाव: **मेसर्स मिलन असोसिएट्स तर्फे भागीदार - दिनेश नारण पटेल**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 2000.00
पृष्ठांची संख्या: 100	
एकूण:	रु. 32000.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 3:18 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Kalyan 4
सह.दुय्यम निबंधक कल्याण - ४

बाजार मुल्य: रु.27945000 /-
मोबदला रु.25711100/-
भरलेले मुद्रांक शुल्क : रु. 1397500/-

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2707202306436 दिनांक: 27/07/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005806643202324E दिनांक: 27/07/2023
बँकेचे नाव व पत्ता:

मूळ दस्तऐवज परत मिळाला
पक्षकाराची सही
लिपीक
सहदुय्यम निबंधक कल्याण

क ल न - ४
दस्त क्र.१०६५३ /२०२३
९ /१००

मनोरमा सोसायटी

बाजारमुल्य -सन -२०२२-२०२३

१) गावाचे नाव - गजबंधन पाथर्ली , ता. कल्याण

२) स. नं. ६२/९/१, स. नं.४४/१/२ नुसार क्षेत्र ७७६.५९ चौ. मी.या पैकी क्षेत्र ४४७ चौ. मी.
सि.स. नं. १००१५/अ नुसार क्षेत्र ४४७ चौ. मी.

२) विभाग क. ८/३२

३) दर :- जमीन दर बांधकाम दर

२४,५००/- २६,६२०/-

FSI- १७७९.७९ चौ. मी.

A) ६८७८ × १.१ = ७५६५.८ ÷ १०.७६ = ७०३.१५×२६६२०×१.०५ = १,९६,५४,०००/-

B) ४४७ ×२४,५०० ×३.५ % = ३,८३,५००/-

C) ८९.०२ ×२६,६२० ×२५ % = ५,९२,५००/-

D) १०,०००×१४ = १,४०,०००/-

E) ८००० ×४ =३२००० ×३६ = ११,५२,०००/-

F) १०००० ×९ =९०००० ×३६ = ३२,४०,०००/-

G) ५०००० ×१४ =७,००,०००×८.५% = ५९,५००/-

H) १७०×८० =१३६०० ×३६ =४,८९,६०० = ४,८९,६००/-

एकुण मोबदला = २,५७,११,१००/-

११४०.५८ ×२४५०० = २,७९,४५,०००/-

मोबदला = २,५७,११,१००/-

बाजारमुल्य = २,७९,४५,०००/-

मुद्रांक शुल्क = १३,९७,५००/-

नोंदणी = ३०,०००/-

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

क ल न - ४
दस्त क्र. १०६५३/२०२३
2/900

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN	2707202306436	**Date**	27/07/2023

Received from JOINT SUB REGISTRAR KALYAN, Mobile number 9022111100, an amount of Rs.2000/-, 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**	27/07/2023
Bank CIN	10004152023072706008	**REF No.**	2848687550

This is computer generated receipt, hence no signature is required.

Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2707202306436	**Receipt Date**	27/07/2023

Received from JOINT SUB REGISTRAR KALYAN, Mobile number 9022111100, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 10653 dated 27/07/2023 at the Sub Registrar office Joint S.R.Kalyan 4 of the District Thane.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	IBKL	**Payment Date**	27/07/2023
Bank CIN	10004152023072706008	**REF No.**	2848687550
Deface No	2707202306436D	**Deface Date**	27/07/2023

This is computer generated receipt, hence no signature is required.

THE SEAL OF THE JOINT SUB REGISTRAR KALYAN-4 सह दुय्यम निबंधक कल्याण-४ जि.ठाणे Dist. Thane

कलन - ४
दस्त क्र.१०६९३/२०२३
३/१००

CHALLAN
MTR Form Number-6

N	MH005806643202324E	BARCODE	Date	27/07/2023-13:21:23	Form ID	25.2

partment	Inspector General Of Registration		**Payer Details**	
e of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)	
			PAN No.(If Applicable)	ABTFM9686L
ce Name	KLN4_KALYAN 4 JOINT SUB REGISTRAR		Full Name	MILAN ASSOCIATES
ation	THANE			
r	2023-2024 One Time		Flat/Block No.	REDEVELOPMENT AGREEMENT -MANORAMA
Account Head Details		**Amount In Rs.**	Premises/Building	CHS LTD. MOUJE G. B. PATHARLI
0046401	Stamp Duty	1397500.00	Road/Street	CTS NO. 10015 /A , SURVEY NO. 62/9/1 PART, SURVEY NO. 44/1/2 TALUKA KALYAN
0063301	Registration Fee	30000.00	Area/Locality	DOMBIVLI EAST
			Town/City/District	
			PIN	4 2 1 2 0 1
			Remarks (If Any)	PAN2=AAQAM4790E~SecondPartyName=MANORAMA CHS LTD THRU CHAIRMAN VARSHA VISHRAM MULAY~
			Amount In Words	Fourteen Lakh Twenty Seven Thousand Five Hundred Rupees Only
l		14,27,500.00		
nent Details	IDBI BANK		**FOR USE IN RECEIVING BANK**	
Cheque-DD Details			Bank CIN Ref. No.	69103332023072711901 729678179
que/DD No.			Bank Date RBI Date	27/07/2023-13:24:33 Not Verified with RBI
e of Bank			Bank-Branch	IDBI BANK
e of Branch			Scroll No. , Date	Not Verified with Scroll

rtment ID : Mobile No. : 9022111100

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

चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे. नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु

THE SEAL OF THE JOINT SUB REGISTRAR KALYAN

RE-DEVELOPMENT AGREEMENT

This Development Agreement is executed on 27 day of July, 2023 at **Dombivli, Taluka – Kalyan, District – Thane - 421201** in respect of **Redevelopment** Project of **Manorama Co-operative Housing Society Limited** of the following property.

क ल न – ४
दस्त क्र. १०६५३/२०२३
२/१००

BY AND BETWEEN

MANORAMA 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)/638/85-86** Dated **1985-1986** and having its office at Manorama Apartment, 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 **23/07/2023**:-

1. Hon. Chairman – **VARSHA VISHRAM MULAY, Age : 66 years**
2. Hon. Secretary – **SUREKHA NITIN VAIDYA, Age : 58 years**
3. Hon. Treasurer – **YASHVANT RAGHUNATH PUSALKAR, Age : 75 years**
4. Hon. Member – **KEDAR SHRIKRISHNA SAHASRABUDHE, Age : 42 years**
5. Hon. Member – **AVINASH MAHADEV NAIK, Age : 66 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, Ramnagar, Dombivli (East) 421201, Taluka - Kalyan, District – Thane - 421201
through its ***Partners***,

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

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

कलन - ४
दस्त क्र१०६५३ /२०२३
५ / १००

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 ***13 flats and 1 garage***;

AND WHEREAS vide a Deed of Conveyance dated ***28.04.1986***, registered with the Office of ***Joint Sub-Registrar*** of Assurances, ***Kalyan-1*** at ***Sr. No. 2329-2001***, 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. 9/1 (Part)*** and ***Survey No. 44 Hissa No. 1/2*** admeasuring about ***447 Sq. Mtrs. out of 776.59 Sq. Mtrs.*** in aggregate which is equivalent to *533 Sq. Yards* and ***City Survey No. 10015/अ*** admeasuring about *447 Sq. Mtrs.* situated at **Revenue Village- Gajbandhan Patharli,** in **Taluka Kalyan, District - Thane,** within the limits of ***Kalyan-Dombivali Municipal Corporation*** (hereinafter together referred to as **"the said entire property"**) or thereabout, along with the old building standing comprising of Ground + 3 Upper Floors, containing **13 existing flats and a garage** known as **"Mangeshma CHS Ltd"** standing thereon, situated at Sant Namdev Path, Near Roket Depot, Dombivli (E) 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***);

दस्त क्र. 9043/2023
₹/900

AND WHEREAS the society is desirous of re-development the said property by demolishing the existing building standing thereon and constructing a multi-storeyed building, 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 "Manorama CHS Ltd"., and after gaining knowledge of the intention of the Society, approached the Society and expressed their willingness to develop the ***said property***;

AND WHEREAS the ***Special General Body meeting*** of the Society convened on ***19/12/2022, 12/02/2023, 24/02/2023 & 23/07/2023*** 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/Redevelopment 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.

THE SEAL OF THE JOINT SUB REGISTRAR KALYAN-1 Dist. Thane

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 ***01/04/2023*** has been executed between the members of the Society and the Developer and it will be binding upon both the parties.

AND WHEREAS As some 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 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.

कल्याण - ४
दस्त क्र.१०६५३ /२०२३

AND WHEREAS the above mentioned members are the members of Manorama 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/s therein as owners of the said property. That which means that Manorama Co-Op. Hsg. Soc. Ltd. has been above 38 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 second party held a special general meeting on ***18.06.2023*** and in the said meeting, as the proposal given by the second party was deemed appropriate, Manorama 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 party by the first party, 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 ***18/06/2023*** 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/द मनोरमा/७६७/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***.

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:

दस्त क्र. १०६५३ /२०२३
C/१७००

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.

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

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.

क ल न - ४
दस्त क्र. १०६५३ /२०२३
ई /१९१९

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 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 to obtain the ***NOC*** of the concerned bank before handing over possession of such flat for demolition.

5. To the best of the knowledge of the Society there is no discrepancy in the area of the said Property as stipulated in the revenue records and the area in possession of the Society and the same is as set out in the ***First Schedule*** hereunder written. However, if there is any discrepancy then the Developers at their own costs shall be entitled to make an application to ***District Collector*** and concerned authority for the rectification or 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 from the Collector, with prior intimation to the Society in writing in respect thereof.

6. The Society do hereby appoints the Developers as its Developers to develop their said property and grants the redevelopment rights of the said property to the Developers and hereby ***authorize*** the Developers ***to exploit*** the entire available FSI, Premium F.S.I., Ancillary F.S.I. and loading TDR and other additional F.S.I. on the said property to the maximum extent ***as permissible under law (UDCPR)***, 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.

SEAL OF THE JOINT SUB REGISTRAR ... Dist. Thane

7. The Society herein has hereby authorized the Developers herein to amalgamate the said property with any adjoining property and carry out joint development thereof.

Dated