[redacted]

Friday,December 16 ,2016
9:13 AM

पावती

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

पावती क्रं.: 12446 दिनांक: 16/12/2016

गावाचे नाव: बांद्रा
दस्तऐवजाचा अनुक्रमांक: वदर9-11181-2016
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: पीटीआर युनिवर्सल चे भागीदार त्रिलोकसिंह पहलाजसिंह राजपाल

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 2300.00
पृष्ठांची संख्या: 115	
एकूण:	रु. 32300.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
9:30 AM ह्या वेळेस मिळेल.

सह.दु.नि.अंधेरी 3

सह दुय्यम निबंधक, अंधेरी क्र. ६,
मुंबई उपनगर जिल्हा.

बाजार मुल्य: रु.115440000 /-
मोबदला रु.141445000/-
भरलेले मुद्रांक शुल्क : रु. 7247300/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006735909201617M दिनांक: 14/12/2016
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 2300/-

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON: 16 DEC 2016

CHALLAN

MTR Form Number-6

DEFACED FOR RS:30000.00

Sr.No. 1 Deface Number 8003758225201617 AMOUNT 30000.00 (Amt.in words:Thirty Thousand Rupees Only)

USER IGR188(BDR9)

GRN	MH00673[illegible]	BARCODE	[illegible]	Date 14/12/2016-19:54:15	Form ID
Department	Inspector General Of Registration				
Type of Payment	Registration Fee				
	Ordinary Collections IGR				
Office Name	BDR1_JT SUB REGISTRAR ANDHERI NO 1				
Location	MUMBAI				
Year	2016-2017 One Time				

Account Head Details	Amount In Rs.
0030063301 Amount of Tax	30000.00
Total	30000.00

Payer Details	
TAX ID (If Any)	
PAN No. (If Appliacable)	
Full Name	PTR UNIVERSAL
Flat/Block No.	MAHESHWAR SIKHAR CO OPERATIVE
Premises/Building	ING SOCIETY LI, FINAL PLOT
Road/Street	TPS IV, CTS G/231, JN. OF JAIN DERAS
Area/Locality	MUMBAI
Town/City/District	
PIN	4 0 0 0 5 4

Remarks (If Any)

SecondPartyName=MAHESHWAR SIKHAR C

O OPERATIVE HOUSING SOCIETY LI~

Amount In Words	Thirty Thousand Rupees Only

Payment Details PUNJAB NATIONAL BANK

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

FOR USE IN RECEIVING BANK			
Bank CIN	REF No.	03006172016121500003	151216M135672
Date		15/12/2016-10:50:03	
Bank-Branch		PUNJAB NATIONAL BANK	
Scroll No., Date		Not Verified with Scroll	

Mobile No. : Not Available

बदर-१

पुस्तक क्र.१ ११९ ९ ११५

२०१६

CHALLAN

MTR Form Number-6

GRN	MH006735909201617M	BARCODE		Date 14/12/2016-19:54:15	Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee	TAX ID (If Any)	
	Ordinary Collections IGR	PAN No. (If Applicable)	
Office Name	BDR1_JT SUB REGISTRAR ANDHERI NO 1	Full Name	PTR UNIVERSAL
Location	MUMBAI		
Year	2016-2017 One Time	Flat/Block No.	MAHESHWAR SIKHAR CO OPERATIVE H
Account Head Details	Amount In Rs.	Premises/Building	ING SOCIETY LI, FINAL PLOT
0030063301 Amount of Tax	30000.00	Road/Street	TPS IV, CTS C/231, JN. OF JAIN DERASA
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 4
		Remarks (If Any)	SecondPartyName=MAHESHWAR SIKHAR C O OPERATIVE HOUSING SOCIETY LI-
Total	30000.00	Amount In Words	Thirty Thousand Rupees Only

Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	REF No.	03006172016121500003	151216M135372
Cheque/DD No		Date		15/12/2016-10:50:03	
Name of Bank		Bank-Branch		PUNJAB NATIONAL BANK	
Name of Branch		Scroll No. Date		Not Verified with Scroll	

Mobile No. : Not Available

बदर-१

पुस्तक क्र.१ ११२७ ३ ११५

२०१६

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST. BANDRA

CHALLAN
MTR Form Number-6

GRN	MH006735909201617M	BARCODE		Date 14/12/2016-10:54:15	Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee	TAX ID (If Any)	
	Ordinary Collections IGR	PAN No. (If Applicable)	
Office Name	BDR1_JT SUB REGISTRAR ANDHERI NO 1	Full Name	PTR UNIVERSAL
Location	MUMBAI		
Year	2016-2017 One Time	Flat/Block No.	MAHESHWAR SIKHAR CO OPERATIVE H
Account Head Details	Amount In Rs.	Premises/Building	ING SOCIETY LI, FINAL PLOT
0030063301 Amount of Tax	30000.00	Road/Street	TPS IV, CTS G/231, JN. OF JAIN DERASA
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 4
		Remarks (If Any)	SecondPartyName=MAHESHWAR SIKHAR C O OPERATIVE HOUSING SOCIETY LI=
		Amount In Words	Thirty Thousand Rupees Only
Total	30000.00		

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO.1 MUMBAI SUBURBAN DIST. BANDRA

Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK		
Cheque-DD Details		Bank CIN	REF No.	03006172016121500003 151216M135672
Cheque/DD No		Date		15/12/2016-10:50:03
Name of Bank		Bank-Branch		PUNJAB NATIONAL BANK
Name of Branch		Scroll No. Date		Not Verified with Scroll

Mobile No. : Not Available

बदर-९
पुस्तक क्र.१ ७७७७ ३७५
२०१६

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001
Office : COLLECTOR OF STAMPS (ANDHERI), M.M.R.D.A. BUILDING, 1st FLOOR
BANDRA KURLA COMPLEX, BANDRA (E), MUMBAI - 400 051

D 090027

RECEIPT FOR PAYMENT TO GOVERNMENT — COLLECTOR OF STAMPS, ANDHERI — NOT TRANSFERABLE

Receipt No.: CNT 1 AIM 14 — Receipt Date: 23/Nov/2016

Received From: PTR UNIVERSAL

On Account of: AIM FEE 103(II)

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
CASH					Rs.100

OELIVERED

Case No.: AIM/1100900/1273/2016

Lot Case: Lot Date: 14 DEC 2016

Sr. No.	Particulars of Stamps Including	Quantity	Denomination	Amount (In Rs.)
	Hearing Date on : 23/12/16 3d3			

बदर-१
पुस्तक क्र.१ ११५१ ५/११५
२०१६

OELIVERED

14 DEC 2016

Rs. Rs. 100.00 — ONE HUNDRED ONLY

COLLECTOR OF STAMPS ANDHERI

H.N. RANGARI

Counter Fee & Vendor

FOR COLLECTOR OF STAMPS, ANDHERI
1ST FLOOR, MMRDA BLDG, BKC, MUMBAI.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001
Office : COLLECTOR OF STAMPS (ANDHERI), M.M.R.D.A. BUILDING, 1st FLOOR
BANDRA KURLA COMPLEX, BANDRA (E), MUMBAI - 400 051

D 090027

RECEIPT FOR PAYMENT TO GOVERNMENT — COLLECTOR OF STAMPS, ANDHERI — NOT TRANSFERABLE

Receipt No.: CNT 1 AIM 14 — Receipt Date: 23/Nov/2016

Received From: PTR UNIVERSAL

On Account of: AIM FEE 103(II)

Mode of Payment	DD/PO/CHQ/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs)
CASH					Rs.100

OELIVERED

Case No.: AIM/1100900/1273/2016

Lot Case: Lot Date: 14 DEC 2016

Sr. No.	Particulars of Stamps Including	Quantity	Denomination	Amount (In Rs.)
	Hearing Date on : 23/12/16 3d3			

बदर-१
पुस्तक क्र.१ ११५१ ५/११५
२०१६

OELIVERED

14 DEC 2016

Rs. Rs. 100.00 ONE HUNDRED ONLY

U.N. RANGARI

Cheque / Bank Name

FOR COLLECTOR OF STAMPS, ANDHERI
1ST FLOOR, MMRDA BLDG, BKC, MUMBAI.

मुद्रांक जिल्हाधिकारी,अंधेरी तालुका,यांचे कार्यालय
एम.एम. आर.डी.ए.इमारत पहिला मजला ,
बांद्रे कुर्ला संकुल बांद्रे(पूर्व),मुंबई - 400051

जा.क्र.अभि.आदेश/4185/16 दिनांक 14 DEC 2016

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 अन्वये अंतिम आदेश)

उरोक्त अभिनिर्णय प्रकरण क्रमांक एडीजे /1100900/1273/2016 अन्वये पक्षकार **M/s. PTR Universal**यांनी दिनांक 23/11/2016 रोजी **Development Agreement**. चा सलेख अभिनिर्णयाकरिता सादर केलेला आहे. सदर सलेखामधील तपशील खालील प्रमाणे .

सलेख निष्पादनाचा दिनांक	:- Unxecuted
सलेखाचा प्रकार	:- **Development Agreement**
सलेख देणार	:- **Maheshwar Shikhar CHS Ltd**
सलेख घेणार	:- **M/s. PTR Universal**
सलेखातील मिळकतीचे वर्णन	:- Land with structure Village Bandra - G Ward, TPS No. IV, Santacruz FP. No. 29 CTS No. G/231
क्षेत्रफळ	:- 864.60 sq.mt
मोबदला	:- 14,14,45,000/-

प्रस्तुत प्रकरणातील दस्त हा विकसन करारनाम्याचा आहे. सदर दस्तान्वये लिहून देणारा यांनी लिहून घेणारा यांना जर नमूद मालमत्ता हि. विकसनकरीता दिलेली आहे. सन २०१६ -२०१७ करीताचे बाजारमुल्य मुबंई मुद्रांक (मालमतेचे वास्तव बाजारमुल्य निर्धारण करणे) नियम १९९५ मधील तरतुदी,तसेच बृहन्मुबंई महानगरपालिका क्षेत्रासाठी प्रचलित असलेली विकसन नियंत्रक नियमावाली आणि बाजारमुल्य तक्त्यातील मार्गदर्शक सूचना व त्यामधील दर व दस्तासोबत सादर केलेले कागदपत्र विचारात घेऊन प्रकरणी बाजारमुल्य रु. 11,54,40,000/- व मोबदला मुल्य रु. 14,14,45,000/- इतके निश्चित करण्यात आले असून मुंबई मुद्रांक अधिनियम १९५८ मधील तरतुदीनुसार खालील प्रमाणे मुद्रांक शुल्क देय आहे.

सदर दस्तात मोबदला मुल्य रक्कम ही बाजार मुल्य रक्कम पेक्षा जास्त आहे.

मोबदला मुल्य	अनुच्छेद	अनुज्ञेय मु.शु.	भरणा केलेले मु.शु.	कमी भरलेले मु.शु.
रु. 14,14,45,000/-	5(g-a)	रु. 70,72,250/-	रु 0/-	रु 70,72,250/-
Bank Gaurantee 3,50,00,000//-	54	रु. 1,75,000/-	रु. 0/-	रु. 1,75,000/-
Total		रु. 72,47,250/-	रु.0/-	रु. 72,47,250/- म्हणजेच रु. 72,47,300/-

उपरोक्त सर्व वस्तुस्थिती व दस्तातमधील नमूद माहिती व प्रकरणामध्ये सादर केलेल्या कागदपत्राच्या आधार निम्नस्वाक्षरीकार खालीलप्रमाणे अंतिम आदेश देत आहे.

अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या अनुसुची-१ मधील अनुच्छेद 5(g-a) व 54 नुसार मुद्रांक शुल्क रु. 72,47,300/- देय आहे.जा.क्र.अभि./आदेश /4126/16 दिनांक 8/12/2016 अन्वये अंतरिम आदेश पारित करण्यात आलेले होते.त्यास अनुसरून मुद्रांक शुल्क भरणा करणाऱ्यांनी आक्षेपाविना पुढील कार्यवाही दिनांक. 8/12/2016 रोजी केलेला असल्याने दिनांक 8/12/2016 रोजीचे अंतरिम आदेश अंतिम स्वरूपी कायम करण्यात येत आहे.
2. प्रस्तुत प्रकरणात पक्षकाराने सादर केलेले तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत दस्तातील नमूद मिळकतीचे बाजारमुल्य निर्धारीत केलेले मुल्यांकनदेशीर असल्यास तो कायदेशीर होणार नाही व बाधकाम अनधिकृत असल्यास ती अधिकृत होणारा नाही. हि बाबतची सर्व जबाबदारी संबंधीत पक्षकाराची राहील त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, अंधेरी जबाबदार राहणार नाहीत

(राजेश जाधव)
मुद्रांक जिल्हाधिकारी,अंधेरी.

प्रती.
1. M/s. PTR Universal
2. सह.दुय्यम निबंधक अंधेरी .

बुक्र - १
पुस्तक क्र. १ ११२८१ ०७
३४१६

CHALLAN

MTR Form Number-6

DEFACED FOR RS:7247300.00

Sr.No. 1 Deface Number 0003715014201617 AMOUNT 7247300.00 DATE 3/12/2016 USER IGR240

(Amt.in words:Seventy Two Lakh Forty Seven Thousand Three Hundred Rupees Only)

GRN	MH006605[illegible]	BARCODE		Date 08/12/2016-20:43:54	Form ID
Department	Inspector General Of Registration				
Type of Payment	Non Judicial Stamps				
	Duty on Doc Voluntarily brought for adjudicatn SoS				
Office Name	CSA_COLLECTOR OF STAMPS ANDHERI				
Location	MUMBAI				
Year	2016-2017 One Time				

Account Head Details	Amount In Rs.
0030050801 Amount of Tax	7247300.00
Total	7247300.00

Payer Details	
TAX ID (If Any)	
PAN No. (If Applicable)	
Full Name	MS PTR UNIVERSAL
Flat/Block No.	VILLAGE BANDRA G WARD
Premises/Building	
Road/Street	TPS NO IV FINAL PLOT NO 29 CTS G231
Area/Locality	SANTACRUZ WEST
Town/City/District	
PIN	4 0 0 0 5 4
Remarks (If Any)	ADJ/1100903/1273/2016
Amount In Words	Seventy Two Lakh Forty Seven Thousand Three Hundred Rupees Only

Payment Details	PUNJAB NATIONAL BANK

Cheque-DD Details	
Cheque/DD No	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK		
Bank CIN	REF No.	03006172016120900008 091216M1586133
Date		09/12/2016-18:30:47
Bank-Branch		PUNJAB NATIONAL BANK
Scroll No. , Date		1 , 13/12/2016

Mobile No. : Not Available

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 1 MUMBAI SUBURBAN DIST. BANDRA

बंदर-१

पुस्तक क्र. १ | ११२७ | ९ | ११५

२०१६

Case No.ADJ/1100900/1273/2016

Submitted

Under Section 31 of the Bombay stamp Act ,1958 .

This is in respect of instrument submitted for adjudication As per document details are as follows:-

The instrument in question is **Development Agreement**.

Date of execution	:- Un-excecuted
The Society	:- **Maheshwar Shikhar CHS Ltd**
The Developers	:- **M/s. PTR Universal**
The Property	:- Village Bandra - G Ward, TPS No. IV, Santacruz FP. No. 29 CTS No. G/231
Plot area	- 864.60 sq.mt
Zone	:- 26/158 (2016 -2017) Land Rate - Rs.1,79,300/- per sq.mtr **+10% due to corner plot** **...i.e.....=Rs.1,97,230/- sq.mt**

Const.Cost - Rs 25000/- per sq.mtr
Residential -Rs.2,98,300./- per sq.mtr

अंतर्निर्णयाकरिता सादर केलेला दस्त हा **Development Agreement** या प्रकाराचा असुन सदर दस्ताचे अवलोकन केले असता, असे दिसुन येते की सोसायटीच्या G +३ इमारती मध्ये एकूण १४ सभासद असलेली इमारत मोडकळीस आल्याने सभासद / सोसायटीने विकसकाबरोबर इमारतीच्या पुर्नबांधणीच्या अनुषंगाने करावयाच्या विकसना संबंधी विकसन करारनामा (**Development Agreement**) केल्याचे दिसुन येते.

प्रस्तुत विकसन करारनाम्यानुसार एकुण १४ सभासदांच्या ताब्यातील एंकदर क्षेत्र ९५९३.५८ चौ.फूट (कारपेट) असुन या क्षेत्राच्या बदल्यात विकासक सभासदांना वाढीव बांधकाम म्हणजेच एंकदर १४,३००.२२ चौ.फूट कारपेट नवीन इमारतीत विनामूल्य देणार आहे. (2nd schedule) या शिवाय दस्तात नमुद केल्यानुसार कारपस / हार्डशिप भाडे, ब्रोक्रेज, शिफ्टींग इ.विकासक सभासदांस देणार आहे. सदरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे.

प्रकरणी मुल्यांकन सन २०१६-२०१७ चे बामुदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

Exiting carpet.....9593.58 sq.ft.....i.e .....1069.91 Sq.mt (B/up)
(2nd schedule)

New carpet area
free of cost.....14,300.22 sq.ft.....i.e.....1594.82 Sqmt (B/up)
(2nd schedule)

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST. BANDRA

बदर - ३
पुस्तक क्र. १ | ११९६७ | ११ | ११५
२०१६

Market value

FSI Permissible .....1 FSI + 1 TDR+ FUNGIBLE

Permissible B/up area = 864.60 x 2.7 = 2334.42 sq mtrs

TYPE - B/UP (Sq.mt) Value (in rupees)

Basic FSI - 864.60 x 1,97,230.....=Rs.17,05,25,058/-

TDR – 1 864.60 x 1,97,230 x 0.40.....=Rs. 6,82,10,023/-

Fungible FSI 605.22 Sq mtrs

Free (fungible).....=Rs.7,38,54,746/-
(1069.91 x 0.35 = 374.46 x 1,97,230)

With charging premium.....=Rs.1,82,05,118/-
(605.22 – 374.46 = 230.76 x 1,97,230 x 0.40)

Total = 2334.42 sq mtrs.....=Rs.33,07,94,945/-

No of Existing member of society - 14

Area retained by society member - 1594.82 sq.mt

Balance area available to Developer - 739.60 sq.mt
(2334.42 – 1594.82 = 739.60)

Value of Developers area.....=Rs.10,40,95,221/-.....(I)
(33,07,94,945 / 2334.42 x 739.42)

Area Purchase by soc mem.....=Rs.1,13,44,320/-.....(II)
Consideration 210.08 x 54,000/-.....=Rs. 1,13,44,320/-
M.V. 210.08 x 1.20/10.76 x 2,98,300/1.05 =Rs. 73,38,313/-
Consideration Amt is Higher than M.V

Value of Developer area =Rs. 11,54,39,541/-
(I + II)

Say =Rs. 11,54,40,000/-

Value of Developers area ie M.V is Rs.- 11,54,40,000/-

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Consideration

1) C/C for mem. Given area.....=Rs.4,18,64,025/-.....(A)
(1594.82 x 25000 x 1.05)

2) Corpus.....=Rs. 4,12,52,394/-.....(B)
(9593.58 x 4300)

3) Rent(30M).....=Rs. 3,74,14,962/-....(C)
(9593.58 x 130 x 30)

4) Brokrage (1M).....=Rs. 2,87,807/-.....(D)
(9593.58 x 130)

5) Shifting.....=Rs. 4,20,000/-.....(E)
(14 x 30,000)

6) Society office + Gym + S.Cabin+ toilet.....=Rs. 18,76,960/-.....(F)
(23.23 + 46.68 + 3 + 2.16 = 75.07 x 25000)

7) Car Parking.....=Rs. 20,62,500/-.....(G)
(24 x 13.75 x 25000 x 0.25)

8) Area sold by Mr. Suresh shah to Mrs. Ranjan s.Shah
.....=Rs. 99,75,420/-.....(H)

* Considertion = 184.73 x 54,000/-...=Rs.99,75,420/-
M.V. = 184.73 x 1.20/10.76 x 2,98/0.05 = Rs.64,52,811/-
Considertion Amt is Higher than M.V

9) Development charges
(115,94,82 x 1,97,230 x 2/100).....=Rs. 62,90,927/-.....(H)

Total Consideration = A To H =Rs.14,14,44,995/-

Say =Rs. 14,14,45,000/-

Bank Gaurantee Rs.3,50,00,000/-).(रूपये तिन करोड पन्नास लाख)
page no.31(19)

वरीलप्रमाणे दस्तातील मिळकतीचे मोबदला मुल्य रक्कम रू. 14,14,45,000/- हे बाजार मुल्य रक्कम रू. 11,54,40,000/- पेक्षा जास्त असल्याने मोबदला मुल्य रक्कम रू. 14,14,45,000/- (अक्षरी चौदा कोटी चौदा लाख पंचेचाळीस हजार रूपये मात्र) वर मु.शु.आकारणे योग्य वाटते तथापी आदेश सादर.

सहाय्यक नगररचनाकार

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मुद्रांक जिल्हाधिकारी, अंधेरी

मुद्रांक शुल्क आकारणी छाननी पत्र

प्र.क्र.एडीजे/1100900/1273/2016

मुल्यांकन अहवालावरील ना हरकत प्राप्त झाल्यानंतर मुद्रांक शुल्क आकारणीबाबतचे आदेशासाठी सादर करावयाचे प्रपत्र:-

उपरोक्त मुल्यांकन अहवाल टिप्पणी वरील मंजूरीनूसार खालीलप्रमाणे सादर करण्यात येत आहे.

प्रकरणातील दस्त **Development Agreement.** चा असून मिळकतीचे सन 2016- 2017 चे बामुद नुसार बाजार मुल्य रू. 11,54,40,000/- व मोबदला मुल्य रक्कम रू. 14,14,45,000/- -इतके सहाय्यक नगररचनाकार,अंधेरी यांनी निश्चित केलेले आहे.त्यामुळे मोबदला मुल्य रक्कमेवर महाराष्ट्र मुद्रांक अधिनियम 1958 चे अनुच्छेद 5(g-a) अन्वये 5% व Bank Guarantee रू. 3,50,00,000/- रक्कमेवर अनुच्छेद 54 अन्वये 0.5% या प्रमाणे मुद्रांक शुल्क आकारणी करून घ्यावे लागेल असे मत आहे.

मुद्रांक शुल्काची एकूण देय रूपये =

मोबदला मुल्य रक्कम रू. 14,14,45,000/-	x 5%	= रू. 70,72,250/-
बँक गॅरंटी रक्कम रू. 3,50,00,000/-	x 0.50	= रू. 1,75,000/-
	एकूण मु.शु.	= रू. 72,47,250/-
	म्हणजेच	**= रू. 72,47,300/-**

मान्य असल्यास मुद्रांक शुल्क आकारणासाठी पक्षकारांस कळविणे आवश्यक आहे. मान्य असल्यास सोबतचे प्रारूप कृपया स्वाक्षरी व्हावी.तसेच हे मुल्यांकन / मुद्रांक शुल्क पक्षकारांस मान्य असल्याची स्वाक्षरी घेऊन संबंधीत पक्षकारांस अंतरिम आदेश देता येईल

तथापि आदेशार्थ

सहा.नगररचनाकार.अंधेरी

मुद्रांक जिल्हाधिकारी,अंधेरी.

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST. BANDRA

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"This certificate is issued as per provisions of Bombay Stamp Act 1958. Provided that if this adjudicated instrument is presented before Registering Authority, the registering authority will take further necessary action as per provisions of Registration Act 1908."

Bmrs-9

सजिनि पांचेकडून प्राप्त झालेला एस.एस.एस. व दि. ३६/१२/१६ रोजीच्या पत्रासोबत प्राप्त झालेल्या दस्तावेजी व्यवस्थापन करण्यात आली असून, ते बरोबर असल्याचे आढळून आले आहे

सह दुय्यम निबंधक, अंधेरी (१)

Certificate u/s 32(1) (b) of the Bombay Stamp Act, 1958.

Office of the Collector of Stamps
Case No. Adj. /1100900/1273/16
Date 23/11/16

Received from Shri PTR Universal residing at ..... Stamp Duty of Rs. 7247300/- (Rs. Seventy Two Lacs Fourty Seven Thousand Three Hundred only) vide challan No. ..... Dated ..... Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 7247300/- (Rs. Seventy Two Lacs Fourty Seven thousand Three Hundred only) with which this instrument is chargeable has been paid vide article No. 5(g-a) 54 of schedule.

This certificate is subject to the provisions of section 53-A of Bombay Stamp Act, 1958

Place Andheri
Date 14/12/16

GRN MH006605547201617 M
DOJ 00037150142016 17

Collector of Stamps
Andheri

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as "**Agreement**") is made and entered into at Mumbai this 15th day of DECEMBER, 2016.

BETWEEN

MAHESHWAR SHIKHAR CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Housing Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960, under Registration No.BOM/W-HW/HSG/(TC)/ 2482 having its office at Jn. Of Jain Derasar Lane (St. Andrews Road) & Gujar Lane, Santacruz (West), Mumbai- 400 054, hereinafter referred to as the **"Society"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**:

PTR Universal
Partner

For Maheshwar Shikhar Co-op Hsg. Society Ltd.
Member Hon. Secretary Chairman

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 1 MUMBAI SUBURBAN DIST. BANDRA

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AND

M/S. PTR UNIVERSAL, a Partnership Firm having applied for registration under the provisions of Indian Partnership Act, 1932, having its registered office at 406 (4th Floor), La Magasin, Near Podar School, S. V. Road, Santacruz (West), Mumbai- 400 054, hereinafter referred to as the "**Developer**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner), of the **OTHER PART**.

In this Agreement, the said Society and the Developer shall collectively referred to as "**Parties**" and individually as "**Party**".

For Maheshwar Shikhar Co-op. Hsg. Society Ltd.

Member | Hon. Secretary | Chairman

PTR Universal

Partner

WHEREAS:

a) Under a Deed of Composition dated 29th November, 1953 executed between Mr. Chandulal Sarabhai Mody and Mr. Pravinchandra Hemchand Kapadia and others, Mr. Chandulal Sarabhai Mody transferred a plot of land bearing Plot No. 55 B of the Town Planning Scheme and CTS No.G/231 of Revenue Village Danda, South Salsette Taluka, Bombay Suburban District in the Registration Sub-District of Bandra admeasuring 1034 square yards equivalent to 864.6 square meters or thereabouts (as per the current Property Register Card) (hereinafter referred to as the said "**Plot**") more particularly described in the **First Schedule** hereto;

b) Under an Indenture of Conveyance dated 5th January, 1978 executed between Mr. Pravinchandra Hemchand Kapadia and Mr. Trikamlal Chhotalal Shah, the surviving Trustees under the Deed of Composition dated 29th November, 1953 ("**Trustees**") and Mr. Suryakant Chandulal Mody, Ms. Bharati Chandulal Mody and Mr. Hasmukh Chandulal Mody ("**Vendors**") and Mr. Jasraj Ramji Patel, Mr. Premji Jasraj Patel and Mr. Prabhudas Jasraj Patel carrying on business in partnership under the firm name and style M/s. Maheshwar Construction Co. ("**Purchasers**"), the Trustees and the Vendors sold and conveyed unto the Purchasers and the Purchasers purchased the said Plot for the consideration and on the terms and conditions mentioned therein;

c) The said Maheshwar Construction Company constructed a building on the said Plot consisting of ground plus three upper floors comprising of 14 (fourteen) flats which are owned and occupied by the existing members (hereinafter referred to as the "**Existing Building**");

d) The said Plot along with the Existing Building thereon are more particularly described in the **First Schedule** hereunder written and delineated in red colour boundary line on the Plan hereto annexed and marked as **Annexure "I"**. The said Plot and the said Existing Building are hereinafter collectively referred to as **"the said Property"**);

e) The said Maheshwar Construction Company sold flats in the Existing Building to various purchasers on ownership basis. A co-operative Housing Society known as "Maheshwar Shikhar Co-operative Housing Society Limited"

PTR Universal

Partner

For Maheshwar Shikhar Co-op Hsg. Society Ltd.

Member Hon. Secretary Chairman

(hereinafter referred to as "**the said Society**") was formed in respect of the Existing Building under Registration No.BOM/W-HW/HSG/(TC)/2482;

f) The Society filed proceedings before the Deputy Registrar Co-operative Societies for deemed conveyance of the said Plot in favour of the Society. The Deputy Registrar Co-operative Societies (3) Mumbai vide order dated 29th January, 2015 granted the deemed conveyance in favour of the said Society;

g) Pursuant to the above order, by a Deed of Conveyance dated June 8, 2015 executed by the District Deputy Registrar (3), Mumbai and the Competent Authority, as per the powers conferred upon him U/s 5A of Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 of the One Part and the Society of the Other Part, and duly registered with the Sub-Registrar Andheri-1 MSD under No.5131/2015 on June 8, 2015, the said Property was conveyed in favour of the Society;

h) In the circumstances mentioned above, the Society is seized and possessed of or otherwise well and sufficiently entitled to the said Property. The Property Register Card pertaining to the said Property is annexed hereto and marked "**Annexure "II"**;

There are 14 existing members of the Society hereinafter called the "**Existing Members**", who by virtue of holding shares in the Society, have been allotted 14 (fourteen) flats in the Existing Building. Five of the above mentioned Existing Members are also holding closed garages in the Plot (the '**Existing Garages**'). A detailed list of the Existing Members, the respective shares held by them, flats occupied by them (hereinafter called the "**Existing Flats**") area of the Existing Flats and Existing Garages occupied by them are more particularly set out in "**the Second Schedule**" hereunder written;

Since the Existing Building was constructed in or around the year 1982, the same require substantial cost for the purpose of repairs and maintenance and the Society considers it desirable to demolish the Existing Building and construct a new building by utilizing the available FSI of the said Plot, including Transfer of Development Rights-Floor Space Index (TDR-FSI) relating to and arising out of the said Plot and fungible FSI in accordance with the provisions of Development Control Regulations for Greater Mumbai, 1991 ('D. C.

For Maheshwar Shikhar Co-op. Hsg. Society Ltd.

Member Hon. Secretary Chairman

PTR Universal

Partner

Regulations') by appointing any builder/developer for the proposed redevelopment;

k) The Society invited proposals for redevelopment from various builders/ developers. After scrutinizing the offers received from builders/ developers and after due deliberations and discussions, the Society in its Special General Body Meeting held on 18th January, 2015 in the presence of Mr. R. B. Rathod, Competent Officer appointed by the Assistant Registrar of Co-operative Societies, selected the Developer herein for carrying out the redevelopment;

l) The Assistant Registrar of Co-operative Societies, H-West, Mumbai has by his letter dated 21st February, 2015, confirmed the appointment of the Developer herein for the proposed redevelopment. A copy of the said order is annexed hereto and marked as **Annexure "III"**;

m) The Developer has represented to the Society that the Developer has the expertise and resources to undertake the present redevelopment work and complete the same in timely manner;

n) The draft of this Development Agreement and the Power of Attorney to be executed were tabled before the Special General Meeting held on 5th November, 2016 and the Society has accorded its approval to the said drafts as also the contents therein and at the said meeting Mr. Suresh Shah, Mr. Jayantilal Shah and Mr. Narendra Chhadva, have been authorized to execute and register the said documents for and on behalf of the Society. An extract of the Resolution passed at the Special General Body Meeting held on 5th November, 2016 is annexed hereto and marked as **Annexure "IV"**; and

o) The Parties hereto are desirous of recording in writing the terms and conditions mutually agreed between them, which are as hereinafter appearing;

IT IS NOW HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. **DEFINITIONS**

In this Agreement, unless the context otherwise requires the following words and phrases shall have the following meaning: -

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PTR Universal

Partner

For Maheshwar Shikhar Co-op Hsg. Society Ltd.

Member Hon. Secretary Chairman

1.1 **"Agreement"** shall mean this Development Agreement, including the schedules thereto and all attached annexures and all instruments supplemental to or in amendment or confirmation of this Agreement if any entered into by the Parties in writing including any writings signed contemporaneously with this Agreement.

1.2 **"Amenities"** shall mean the amenities and facilities agreed between the Parties to be provided by the Developer in the Existing Members' New Flats and in the said New Building as listed in **Annexure "V"** hereto.

1.3 **"Appointed Date"** shall mean the date on which the Society shall grant a license of the said Plot to the Developer for the limited purpose of redevelopment after all the Existing Members have duly vacated and handed over their respective Existing Flats and Existing Garages for the purposes of redevelopment.

1.4 **"Carpet Area of the Existing Members' New Flats"** shall mean wall to wall area within the Existing Members' New Flats including compensatory Fungible FSI, door jambs, column projections but excluding areas such as lift lobby and any elevation features.

1.5 **"Defect Liability Period"** shall mean a period of 36 (thirty-six) months from the date of receipt of the Occupation Certificate in respect of the said New Building.

1.6 **"Development Potential"** shall mean the development potential that can be utilized on the said Plot including TDR FSI and fungible FSI (in all not exceeding 2.7 FSI) as per the prevailing and amended DC Regulations dated 6th January 2012 or such other rules and regulations as may be applicable from time to time.

1.7 In this Agreement the references to any agreement or document including this Agreement shall include such agreement or document as amended, modified, varied, novated, supplemented or replaced from time to time in writing signed by the duly authorized representative/s of each Party.

1.8 Article/clause headings in this Agreement are inserted solely for ease of reference and in no way define, limit, extend or describe the scope of this Agreement or any of the provisions hereof.

The use of words in the singular or plural, or with a particular gender unless the context otherwise permits shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances.

The terms "hereof", "hereto", "herein" and "hereunder", and like expressions or references, mean and refer to this Agreement, or to a clause or article of

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For Mahashwar Shikhar Co-op. Hsg. Society Ltd.

Member Hon. Secretary Chairman

PTR Universal

Partner

this Agreement (as the case may be). The terms "Recital", "Schedule", "Article" "Clause" or "Annexure" mean and refer to the specified recital of, schedule to, article or clause of, or annexure to, respectively, of this Agreement.

1.11 Any grammatical form of a defined term herein shall have the same meaning as that of such term.

1.12 The words "including" and "includes" herein shall mean "including, without limitation" and "includes, without limitation", respectively.

2. RECITALS FORM AN OPERATIVE PART OF THIS AGREEMENT

The recitals, schedules and annexures of this Agreement are treated as forming an operative part of this Agreement and the same shall be read and construed accordingly.

3. GRANT OF DEVELOPMENT RIGHTS

3.1 The Society hereby grants development rights to the Developer to carry out the re-development of the said Property in accordance with the terms and conditions contained herein.

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3.2 The Developer shall at its own costs and expenses, demolish the said Existing Building and construct the New Building by utilizing the Development Potential as per the prevailing D. C. Regulations and in accordance with the terms and conditions of this Agreement (hereinafter referred to as the "**New Building**").

3.3 If due to any changes/amendments in the D. C. Regulations, 1991 or any policy change or any other applicable law or their interpretation or promulgation of any new enactment or re-enactment or for any reason whatsoever, if any construction beyond the Development Potential is possible or if any additional or further FSI, TDR FSI, by whatsoever name called accrues or becomes available in respect of the re-development of the Property prior to the receipt of the Occupation Certificate such additional FSI, TDR FSI, or development potential shall vest in the Society and will be shared in a manner as may be mutually agreed to between the Society, the Existing Members and the Developer. If there is no mutual agreement between the Society, the Existing Members and the Developer within 3 (three) months of such additional potential becoming permissible to be utilised on the said Plot as certified by the Society's PMC then the Developer shall continue the construction with the Development Potential (subject to the maximum of 2.7). For avoidance of doubt it is recorded that any increase in the Development

For Maheshwar Shikhar Co-op. Hsg. Society Ltd.

Member Hon. Secretary Chairman

Potential after the receipt of the Occupation Certificate shall vest in the Society alone.

3.4 It is clarified that after the plans for the Development Potential are sanctioned, the Society and the said Existing Members shall not be responsible for any changes in the D.C. Regulations or any policy change or any other applicable law or their interpretation or for any reason whatsoever if there is reduction in the Development Potential (**"Adverse Change"**). Under no circumstances, the area of the Existing Members New Flats (as defined in clause 6) and/or the monetary consideration payable to the Existing Members under the terms of this Agreement shall be reduced and such loss shall be borne by the Developer alone. However, if such Adverse Change occurs prior to the Vacation Notice (as defined later), the Developer shall be entitled to terminate this Agreement and the amounts paid to the Society as stated in clause 9 (a) and (b) shall be refunded without interest to the Developer within 90 (ninety) days of such termination. Upon such termination and simultaneously upon refund of the amounts neither Party shall have any claim against the other.

3.5 It is further clarified that the said Property is not intended to be transferred to the Developer and the Developer shall be granted a license to construct upon the Plot as per the terms and conditions of this Agreement and at all the material times, the possession of the said Plot shall remain with the Society.

4. **COMPLETION SCHEDULE**

The Developer has prepared and the Society has approved the tentative layout and building plans in respect of the New Building, copies whereof are annexed hereto as **Annexure "VI"**.

The Developer shall get the plans for the said New Building (which are approved by the Society as well as the Existing Members as annexed at **Annexure "VI"** hereto) in respect of the entire Development Potential sanctioned by the appropriate authorities and procure/furnish to the Society information of Disapproval (IOD) in respect of the entire Development Potential within 180 (One hundred and eighty) days from date of execution hereof.

In the event there is any change in the area, location, lay-out or orientation of any of the Existing Members' New Flats, and/or the wet areas of the Free Sale Flats as shown on such tentative layout and building plans annexed hereto

For Maheshwar Shikhar Co-op Hsg. Society Ltd.

Member Hon. Secretary Chairman

PTR Universal

Partner