Index-2(सूची - २)

06/06/2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 1
दस्त क्रमांक : 6168/2016
नोंदणी :
Regn.63m

गावाचे नाव : 1) आंबिवली

(1)विलेखाचा प्रकार	डेव्हलपमेंट अॅग्रीमेंट
(2)मोबदला	32451000
(3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	131860000
(4) मु-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: जमीन व बांधकाम सीटीएस नं. 146ए, क्षेत्रफळ 96.40 चौ मी,सीटीएस नं. 147 क्षेत्रफळ 788.10 चौ मी,सीटीएस नं. 165 क्षेत्रफळ 721.30 चौ मी एकुण क्षेत्रफळ 1605.80 चौ. मी त्यावरील इमारत रुममी तळ + 4 मजले,ऑफ. वीरा देसाई रोड,अंधेरी पश्चिम,मुंबई-400058. एसीबी/1100900/368/2016/ 358 दिनांक 2/06/2016,भरलेले मुद्रांक शुल्क 6905500 /-((C.T.S Number : 146 A, 147,165 :))
(5) क्षेत्रफळ	1) 1605.80 चौ मीटर
(6)आकारणी किंवा जुडी देण्यात आलेली 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:-आरबीआई एम्प्लॉईस भाग्यदर्शिनी को ऑप हाउसिंग सोसा लिमीटेड चे अधिकृत फ्रांसिस लॉरेन्स अॅलॉफस डीसुझा वय:-72; पत्ता:-, -, आरबीआई एम्प्लॉईस भाग्यदर्शिनी को ऑप हाउसींग सोसा लिमीटेड, वीरा देसाई रोड, अंधेरी पश्चिम, मुंबई, अंधेरी रायलेवार्स स्टाटीऑन, MAHARASHTRA, MUMBAI, Non-Government पिन कोड:-400058 पॅन नं -AAAAR3763J 2): नाव:-आरबीआई एम्प्लॉईस भाग्यदर्शिनी को ऑप हाउसींग सोसा लिमीटेड चे सेक्रेटरी वामन एस कदेकर वय:-52, पत्ता: -, -, आरबीआई एम्प्लॉईस भाग्यदर्शिनी को ऑप हाउसींग सोसा लिमीटेड, वीरा देसाई रोड, अंधेरी पश्चिम, मुंबई, अंधेरी रायलेवार्स स्टाटीऑन, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड -400058 पॅन नं:-AAAAR3763J 3): नाव:-आरबीआई एम्प्लॉईस भाग्यदर्शिनी को ऑप हाउसींग सोसा लिमीटेड चे ट्रेझरर प्रफुल के सावला वय:-53; पत्ता:-प्लॉट नं. -, माळा नं: -, इमारतीचे नाव: आरबीआई एम्प्लॉईस भाग्यदर्शिनी को ऑप हाउसींग सोसा लिमीटेड, ब्लॉक नं: वीरा देसाई रोड, रोड नं: अंधेरी पश्चिम, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400058 पॅन नं:-AAAAR3763J
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मेसर्स. व्हीजीएम प्रोजेक्ट एल एल पी तर्फे भागीदार यश मित्तल वय:-27; पत्ता: -, 17 , मित्तल टावर , बी विंग, 210, नरीमान पॉईट,, मुंबई, नरीमन पोईट, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400021 पॅन नं:-AALFV9592M
(9) दस्तऐवज करुन दिल्याचा दिनांक	29/03/2016
(10)दस्त नोंदणी केल्याचा दिनांक	03/06/2016
(11)अनुक्रमांक,खंड व पृष्ठ	6168/2016
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	6905500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला पर्याय :-

दस्तऐवजाचे सुची II दिली

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सह दु. नि. अंधेरी क्र. १
मुंबई उपनगर जिल्हा.

[redacted]

Friday,June 03 ,2016

12:00 PM

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn..39M

पावती क्रं.: 7303 दिनांक: 03/06/2016

गावाचे नाव: बोरिवली

दस्तऐवजाचा अनुक्रमांक: बदर1-6168-2016

दस्तऐवजाचा प्रकार : डेव्हलपमेंट अॅग्रीमेंट

सादर करणाऱ्याचे नाव: मेसर्स. व्हीजीएम डोंबेकर एल एल पी तर्फे भागीदार यश मित्तल

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

आपणास मूळ दस्त ,सोबतचे पिंट,सूची-२ अंदाजे
11:56 AM ह्या वेळेस मिळेल.

सह. दुय्यम निबंधक, बोरिवली 1

सह. दुय्यम निबंधक, बोरिवली क्र. १

बाजार मुल्य: रु 131880000 /-

मोबदला रु 132451000/-

भरलेले मुद्रांक शुल्क : रु. 6905500/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001484005201617M दिनांक: 03/06/2016

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 2400/-

[redacted]

Friday,June 03 ,2016
12:00 PM

पावती

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

पावती क्र.: 7303 दिनांक: 03/06/2016

गावाचे नाव: बोरिवली
दस्तऐवजाचा अनुक्रमांक: बदर1-6168-2016
दस्तऐवजाचा प्रकार : डेव्हलपमेंट अॅग्रीमेंट
सादर करणाऱ्याचे नाव: मेसर्स. व्हीजीएम पोतेकर एल एल पी तर्फे भागीदार यश मित्तल

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

आपणास मूळ दस्त ,सीडीएल पिंट,तूर्त-२ अंदाजे
11:58 AM ह्या वेळेस मिळेल.

मुल्यांकन निबंधक, बोरीवली-1

सह. दुय्यम निबंधक, अंधेरी क्र. ६

बाजार मुल्य रु 131880000 /-
मोबदला रु 132451000/-
भरलेले मुद्रांक शुल्क : रु 6905500/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001484005201617M दिनांक: 03/06/2016
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 2400/-

6168
2016

CHALLAN

MTR Form Number-6

DEFACED FOR RS:30000.00

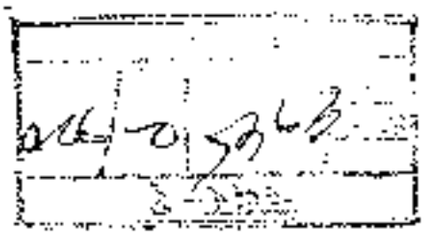
GRN	MH001484662016P	BARCODE	6168 Date 02/06/2016-20:19:49 Form ID
Department	Inspector General Of Registration	AMOUNT	03/06/2016
Type of Payment	Registration Fee	Defaced Number 201617	Payer Details
Pr.No.	1	30000.00	
(Amt.in words:Thirty Thousand Rupees Only)			
	Ordinary Collections GR		TAX ID (If Any)
Office Name	BDR1 JT SUB REGISTRAR ANDHERI NO 1		PAN No. (If Applicable) AALFV9592M
Location	MUMBAI		Full Name VGM PROJECTS LLP
Year	2016-2017 One Time		Flat/Block No. LAND AND BUILDING, CTS NO. 146A,14
Account Head Details		Amount In Rs.	Premises/Building 7, AND 165 BUILDING KNOWN
0030061301	Amount of Tax	30000.00	Road/Street OFF VEERA DESAI ROAD
			Area/Locality ANDHERI WEST MUMBAI
			Town/City/District
			PIN 4 0 0 0 5 8
			Remarks (If Any)
			SecondPartyName=BRIHMPLOYEES BHAGY
			ADARSH N CO OP HSG SOC LTD~
			Amount In Words Thirty Thousand Rupees Only
Total		30000.00	
Payment Details	PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK
Cheque-DD Details			Bank CIN REF No. 03006172016060200331 320616M131120
Cheq/DD No.			Date 02/06/2016-10:51:21
Name of Bank			Bank-Branch PUNJAB NATIONAL BANK
Name of Branch			Scroll No. , Date Not Verified with Scroll

Mobile No. : Not Available

USER (SR1R6(BDR1)

THE JOINT SUB REGISTRAR ANDHERI NO. 1

Page 1 of 1





१) शासन परिपत्रक क्रमांक.२०००/२७/म.व.२५/वि १, दि. २८/३/२०००.
२) नो.न.से.व पु.वि., मुंबई यांचे पत्र क्र.क्र ३/ संगणक/ मुद्रांक पावती इतरही /२६/२०१५, दि. ४/१०/२०१५.

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

D 99100

RECEIPT FOR PAYMENT TO GOVERNMENT — **NOT TRANSFERABLE**

Receipt No.: [illegible] Receipt Date : 01/Apr/2016

Received From : VGM PROJECTS LLP

On Account of : [illegible]

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

DELIVERED

Case No.: [illegible]

Lot Date : Lot Date : -2 JUN 2016 Total

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (in Rs)
	Enquiry on Note :	1 - 5/16		
		3 to -		
			Total	

DELIVERED

Rs. Rs. 100.00 Rupees : [illegible]

D.P. KADGAMI

Cashier / Accountant

Signature of Party / Applicant

मुद्रांक जिल्हाधिकारी, अंधेरी तालुका, यांचे कार्यालय

एम. एम. आर. डी. ए. इमारत, पहिला मजला,
बांद्रा -कुर्ला संकुल, वांद्रे, (पूर्व) मुंबई ४०० ०५१

जा.क्र.आदे/आदेश 1510 | 16 दिनांक - 2 JUN 2016

मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ अन्वये अंतिम आदेश :

उपरोक्त आधिनांकित प्रकरण क्रमांक एबीअे/११००१००/३६८/२०१६ अन्वये पक्षकार **V G M Project LLP** यांनी दिनांक ०१.०४.२०१६ रोजी **Development Agreement** चा संलेख अंतिमनिर्गणकरिता सादर केलेला आहे. सदर संलेखापमधील तपशील खालील प्रमाणे

संलेख निष्पादनचा दिनांक		२६.०३.२०१६
संलेखाचा प्रकार		Development Agreement
संलेख लिहून देणार	--	RBI Employees Bhagvdarshsainl CHS Ltd
संलेख लिहून घेणार	--	V G M Project LLP
संलेखांकित मिळकतीचे वर्णन	--	Land With Structure, , तालुका - Andheri, गांव - Ambivali, टी.टी.एस. क्र./ झोन - १४७, १४६, १४५
क्षेत्रफळ	--	१६०५.८० Sq. Mtrs,
मोबदला	--	३३२५५२०००/-



प्रस्तुत प्रकरणातील दस्त हा निष्पादन कबुलीसाठी आहे. सदर दस्तामध्ये लिहून देणार यांनी लिहून घेणार यांना सदर मिळकत ही विकसनासाठी दिली आहे. सन २०१६ चा वांद्रेपूर्व मुंबई मुद्रांक (मालमत्तेचे बाजारमूल्य बाजारमूल्य दर तक्ता) नियम १९९५ अंतर्गत तरतूदी, तसेच बृहन्मुंबई महानगरपालिका क्षेत्रासाठी प्रचलित असलेली चेंबूर निवासी मिळकत विभागाची आणि बाँद्रा(पूर्व) तालुक्यातील मार्गदर्शक सूचना व त्यामधील दर व दस्तामधील सादर केलेली कागदपत्र विचारात घेऊन रु. १३१८६०००००/- इतके मूल्यांकन करण्यात आलेले असून मुंबई मुद्रांक अधिनियम १९५८ अंतर्गत तरतुदीनुसार खालील प्रमाणे मुद्रांक शुल्क देय आहे.

सदर दस्तात मोबदला रकमेची तरतूद नसल्याने ऐवजा नमूद आहे

मोबदला मूल्य	अनुच्छेद	अनुरोय मु.शु.	भरणा केलेले मु.शु.	कमी पडलेले मु.शु.
रु. १३२४५१८००/- Bank Guarantee	५(g-a)	रु. ६६२२५९०/-		रु ६६२२५९०/-
रु.२०००००००/- Security Flat	५४	रु १००००००/-		रु. १००००००/-
रु.३६५४००००/- Total	५४	रु. १८२७०००/-		रु. १८२७०००/-
		रु. ६९०५२५०/-	रु.०/-	रु. ६९०५२५०/-

उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमूद मजकूर यांचे सदर कलमाच्या अनुषंगाने सादर केलेल्या अनुषंगाने आधार विचारात घेऊन खालीलप्रमाणे अंतिम आदेश देत आहे.

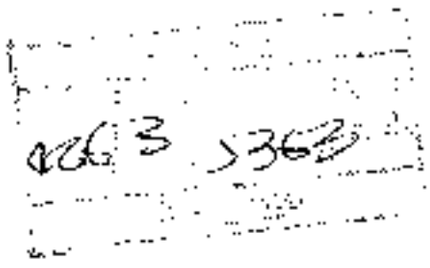
अंतिम आदेश

१ अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या अनुसूची १ मधील अनुच्छेद ५(g a),५४ नुसार मुद्रांक शुल्क रु ६९०५२५०/- असल्याबाबत जा.क्र.अंधे/आदेश/३५८/१६ दिनांक २५/०५/२०१६ यान्वये अंतरिम आदेश पारित करण्यात आलेले होते त्या अनुक्रमे मुद्रांक शुल्क रु ६९०५२५०/- या भरणा कोणताही आक्षेपाशिवाय पक्षकार यांनी दिनांक ३०/०५/२०१६ रोजी केलेला असल्याने दिनांक २५/०५/२०१६ रोजीचे अंतरिम आदेश अंतिम आदेश म्हणून कायम करण्यात येत आहे.

२ प्रस्तुत प्रकरणात पक्षकारांनी मुद्रांक शुल्क भरणेत दाखविलेली तफावत ही जर शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्याचे तो वादग्रस्त होणार नाही व यामध्ये अंतर्भूत असलेल्या सर्व व्यवहारांची सर्व जबाबदारी संबंधित पक्षकारांची राहील त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, अंधेरी हे जबाबदार राहणार नाहीत.

(डॉ. आर. नवले)
मुद्रांक जिल्हाधिकारी, अंधेरी

प्रति,
१ V G M Project LLP
Mittal Tower Nariman Point,
Mumbai - ४०० ०२१
२ सह दुय्यम निबंधक अंधेरी -
३ पृष्ठ क्रमांक - १ ते ५ सोबत जोडलेले आहे





मुद्रांक जिल्हाधिकारी, अंधेरी तालुका, यांचे कार्यालय

६ए, एम. आर. टी. ए. झारत, पहिला मजला,
जोड -कुर्ला संकुल, वांद्रा (पुर्व), मुंबई- ४०० ०५१

अ.क्र.अभि/आदेश 12-10/16 दिनांक - 2 JUN 2016

(मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ अन्वये अंतिम आदेश)

उपरोक्त कन्फोर्मेशन प्रकरण क्रमांक एबीजी/११७९७००/३६८/२०१६ अन्वये पक्षकार **V G M Project LLP** यांनी दिनांक ०५.०४.२०१६ रोजी **Development Agreement** चा संलेख अभिनिर्धारणार्थ सादर केलेला आहे. सदर संलेखा मधील उपलब्ध खालील प्रमाणे

संलेख निष्पादनाचा दिनांक	--	२६.०३.२०१६
संलेखाचा प्रकार	--	Development Agreement
संलेख लिहून देणार	--	RBI Employees Bhagyoday Sahakari CHS Ltd
संलेख लिहून घेणार	--	V G M Project LLP
संलेखातील मिळकतीचे वर्णन	--	Land With Structure, , तालुका - Andheri, गांव - Ambivali, सी.टी.एस. क्र./ प्लॉट - १४७, १४८, २५५
क्षेत्रफळ	--	१६०५.८० Sq. Mtrs.
सांगितला	--	१३२८५१०००/-

सदर प्रकरणातील दस्त हा विकसन करारनाम्याचा आहे.सदर दस्तामध्ये लिहून देणार यांनी लिहून घेणार यांना सदर दस्तामध्ये दिलेल्या विकसनाच्या हक्काच्या मोबदल्यात देण्यात येणाऱ्या सदनिकांचे क्षेत्रफळ व इतर तपशील नमूद केलेला आहे. सदर दस्तामध्ये नमूद केलेल्या माहितीनुसार सदर दस्तामध्ये नमूद केलेल्या मिळकतीचे बाजारमूल्य मुंबई मुद्रांक (मालमत्तेचे बाजारमूल्य निर्धारण नियम) नियम १९९५ अंतर्गत तरतूदी, तसेच बृहन्मुंबई महानगरपालिका क्षेत्रासाठी प्रचलित असलेले विकास नियंत्रक नियमावली आणि बाजारमूल्यावर आकारावयाचे मार्गदर्शक सूचना ये त्यामधील तरतुदीनुसार सदर केलेली कागदपत्रे विचारात घेऊन रु. १३२८५१०००/- इतके निश्चित करण्यात आले असून मुंबई मुद्रांक अधिनियम १९५८ मधील तरतुदीनुसार खालील प्रमाणे मुद्रांक शुल्क येत आहे.

सदर दस्तात मोबदला रोकड ही बाजार स्वरूपे पैसा नमूद आहे

मोबदला मूल्य	अनुच्छेद	अनुज्ञेय मु.शु.	भरणा केलेले मु.शु.	कमी भरलेले मु.शु.
रु. १३२८५१०००/- Bank Guarantee	५(ब-ii)	रु. ६६२५५०००/-		रु. ६६२५५०००/-
रु.१००००००/- Security Fee	५४	रु १००००००/-		रु. १००००००/-
रु ३६५४०००/-	५४	रु. २८१०००/-		रु. २८१०००/-
Total		रु. ६९३५२८०/-	रु.० /-	रु. ६९०१८१०/-

उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमूद माहिती व प्रयोजनार्थ सादर केलेल्या कागदपत्रांच्या आधारे दस्ताचे खालीलप्रमाणे अंतिम आदेश देत आहे.

अंतिम आदेश

१ अभिनिर्णयाकरीता सादर केलेल्या संलेखावर मालमत्ता मुद्रांक अधिनियम १९५८ च्या अनुसूची [illegible] नुसार मुद्रांक शुल्क रु ६९०५२८०/- आकारण्यास्तव ना.क्र.कोण/अदेश/९८६/१६ दिनांक २०/०५/२०१६ अन्वये संलेख अंतिम करण्यात आलेले होते. त्यास अनुसरुन मुद्रांक शुल्क रु ६९०५२८०/- चा भरणा कोणत्याही आक्षेपाविना/दबावाखाली दिनांक ३०/०५/२०१६ रोजी केलेला असल्याने दिनांक २५/०५/२०१६ रोजीचे अंतिम आदेश अंतिम आदेश करणे योग्य ठरणार आहे.

२ प्रस्तुत प्रकरणात पक्षकाराने मुद्रांक शुल्क भरणे व नोंदणी करताना नोंदणी फी चुकीने कमी जास्त केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्याचा तो कायदेशीर होत नाही व बाधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही त्यामुळे सदर जबाबदारी संबंधीत पक्षकारांची राहील त्यास जबाबदार शासन अथवा मुद्रांक जिल्हाधिकारी, अंधेरी हे जबाबदार राहणार नाहीत.

(डी. आर. नवले)
मुद्रांक जिल्हाधिकारी, अंधेरी

प्रति,
१ V G M Project LLP
,Mittal Tower,Nariman Point,
Mumbai - ४०० ०२१
२ सह दुय्यम निबंधक अंधेरी -
३ पृष्ठ क्रमांक १ ते ४ वर सील केलेले आहे.

CHALLAN

MTR Form Number-5

DEFACED FOR RS.6905500.00

GRN	MH001355[illegible]	BARCODE	Date 27/05/2016 12:24:41 Form ID
Department	Inspector General Of Registration	AMOUNT 6905500.00	30/05/2016
Type of Payment	Stamp Duty	Deface Number MH008501720161	USER
Sr.No. 1	(Amt.in words:Sixty Nine Lakh Five Thousand Five Hundred Rupees Only)		
	Duty on Doc Voluntarily brought for adjudicate SoS		

Office Name	C5A_COLLECTOR OF STAMPS ANDHERI	Full Name	VOM PROJECTS LLP
Location	MUMBAI		
Year	2016-2017 One Time	Flat/Block No.	CTS NO 1464 147 165

Account Head Details	Amount In Rs.
0030003801 Amount of Tax	6905500.00

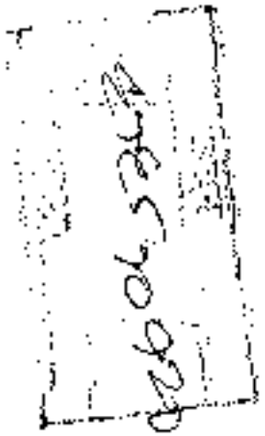
Payor Details	
TAX ID (If Any)	
PAN No. (If Applicable)	AALFV5692M
Premises/Building	
Road/Street	VILLAGE AMBIVLI
Area/Locality	1615.91 SQ MTR
Town/City/District	
PIN	4 0 0 0 5 8
Remarks (If Any)	

ADJ/ 10850/358/2016

Total	6905500.00	Amount In Words	Sixty Nine Lakh Five Thousand Five Hundred Rupees Only
Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN / REF No	0300617201605270002[illegible] / 270516/011715
Cheque/DD No.		Date	27/05/2016 15:01:52
Name of Bank		Bank-Branch	PUNJAB NATIONAL BANK
Name of Branch		Scroll No. , Date	1 ,30/05/2016

Mobile No. : Not Available

6905500






COLLEGE

अभिनिर्णय प्रपत्र क्रमांक - ४

मुद्रांक शुल्क आकारणी ठाननी पत्र

5

प्र. क्र. एडीजे/११००९००/३६८/२०१६

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

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

१. प्रकरणाधिन दस्त Development Agreement चा असून मिळकतीचे बाजार मुल्य रक्कम रु. १३,१८,६०,०००/- व मोबदला रक्कम रु. १३,२४,५१,०००/- मुल्य सहाय्यक नगर रचनाकार, अंधेरी यांनी निश्चित केले आहे. तसेच दस्तातील पान क्रं. १४ वर Bank Guarantee रु. २,००,००,०००/- व Security flat असुन त्याचे मुल्य रु. ३,६५,४०,०००/- सहाय्यक नगर रचनाकार, अंधेरी यांनी निश्चित केले आहे. त्यामुळे बाजार मुल्य रक्कमेवर महाराष्ट्र मुद्रांक अधिनियम १९५८ चे अनुच्छेद ५(g-a) अन्वये ५% व Bank Gaurantee व Security flat च्या रक्कमेवर अनुछेद ५४ अन्वये ०.५%अदराने इतके मुद्रांक शुल्क आकारणी करुन घ्यावे लागेल असे मत आहे.

२. मुद्रांक शुल्काची एकुण देय रक्कम = रु. ६६,२३,५५०/- + रु. १,००,०००/- + रु. १,८२,७००/-
= रु. ६९,०५,२५०/-

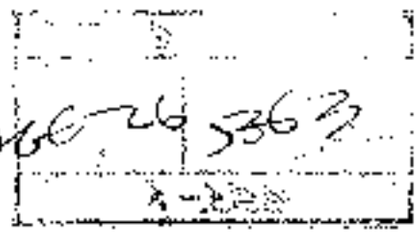
३. मान्य असल्यास मुद्रांक शुल्क आकारणीसाठी पक्षकारांस कळविणे आवश्यक आहे. मान्य असल्यास सोबतचे प्रारुप पत्रावर कृपया स्वाक्षरी व्हावी. तसेच हे मुल्यांकन / मुद्रांक शुल्क पक्षकारांस मान्य असल्याची स्वाक्षरी घेऊन संबंधीत पक्षकारांस अंतरिम आदेश देता येईल.

तथापि आदेशार्थ सादर,

पर्यवेक्षक

सहा. नगर रचना, अंधेरी

मुद्रांक जिल्हाधिकारी, अंधेरी







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 :- Executed Dt.29/3/2016 on SD Rs. 500/-

The Society :- **RBI Employees Bhagydarsharshini CHS LTD**

The Developers :- **V.G.M Project LLP**

The Property :- Village - Andheri, CTS No.147 – 788.10 sq.mt
146A - 96.40 sq.mt
65 - 721.30 sq.mt
1605.80 sq.mt

Area :- 1605.80 sq.mt

Zone :- 42/231(2015)

Land Rate - Rs. 97,600/- per sq.mtr
Const Cost - Rs. 25000/- per sq.mtr.
Residential - Rs. 1,62,400/- per sq.mtr.

(ASR – 2015 Rate is applicable up to 31/3/2016 as per IGR office Letter Dt 31/12/2015)

अभिन्यासकारांनी सादर केलेला दस्त हा **Development Agreement** या प्रकारचा असून सदर दस्तांचे अवलोकन केले असता, असे दिसून येते की मौजे अंधेरी येथील C.T.S. No. 147, 146A, 65 इत्यादी मध्ये स्थित [illegible] इमारत मोडकळीस आल्याने सभासद / लोकमान्य विकसकाकरवी इमारतीचा पुनर्बांधणीचा, [illegible] संबंधी विकसन करारनामा (**Development Agreement**) केल्याचे दिसून येते.

प्रस्तुत विकसन करारनाम्यानुसार एकूण ३५ रहिवाश्यांना तात्पुरते [illegible] असून या क्षेत्राच्या बदल्यात विकासक रहिवाश्यांना २०% वाढीव बांधकाम [illegible] इमारतीत देणार आहे (Annexure G) या शिवाय दस्तात नमूद केल्यानुसार [illegible] सभासदांस देणार आहे. सदरचे खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे.
दस्त नोंदणीत अमलबजावणी प्रकरणी मूल्यांकन क्र.१ २०१६ चे वापुढर नुसार पडोलप्रमाणे निश्चित करण्यात येत आहे.

Exiting carpet – 1710.80 sq.mt..... .....2052.96 sq.mt(B/up)
(Annex- G)

New carpet area - 2052.96 sq.mt. ....2463.55 sq.mt(B/up)

₹ 500/93/920

Market value

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

Permissible B/up area – 1605.80 x 2.70 – 4335.66 sq mtrs

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

Basic FSI - 1605.80 x 97,600..... .....–Rs15,67,26,080/-.

TDR – 1 1605.80 x 97,600 x 0.40.. ....=Rs.6,26,90,432/-

Fungible FSI 1124.06 Sq mtrs

Free (fungible) 718.53 x 97,600..... ....=Rs.7,01,28,528/-
(2052.96 x 0.35 = 718.53)

With charging premium 405.53 x 97,600 x 0.40..... .....=Rs.1,58,31,891/-
(1124.06 - 718.53 = 405.53)

Total = 4335.66 sq.mtrs.....=Rs.30,53,76,931/-

No of Existing member of society - 35

Area retained by society member - 2463.55 sq.mt

Balance area available to Developer – 1872.11 sq.mt
(4335.66 - 2463.55 - 1872.11)

Value of Developers area ....=Rs.13,18,[illegible],788/-
(1000 x 1872.11)

Say –Rs. 13,18,60,000/-

Value of Developers area ie M.V is Rs.- 13,18,60,000/-

Consideration

1) C/C for mem. Given area ....=Rs 6,46,68,188/-.....(A)
(2463.55 x 25000 x 1.05)

.....–Rs.2,48,60,320/-.....(B)
..... (1470.80 x 1453.1.50)

3) Rent .....= Rs. 3,24,84,150/-.....(C)
1710.80 x 753.48 x 12.....=1,54,68,643/-
1710.80 x 828.82 x 12. .. =1,70,15,507/-
=3,24,84,150/

4) Brokrage (1month).....=Rs. 12,89,053/-.....(D)
(1710.80 x 753.48)

5) Shifting.....=Rs .7,00,000/-.....(E)
(35 x 20,000)

6) Society office + S.Cabin.....=Rs. 6,32,500/- .....(F)
(22.30 + 3)
(25.30 x 25000)

7) Car Parking
(35 x 13.75 x 25000 x 0.25).....=Rs.30,07,813/-.....(G)

8) Development charges
(2463.55 x 97,600 x 2/100) . ...=Rs.48,08,850/-.....(H)

Total Consideration = A To J =Rs.13,24,50,874/-

Say =Rs. 13,24,51,000/-

Bank Guarantee.....Rs.2,00,00,000/-(रूपये दोन करोड)
(as per Regn.14(5.6)

Security Flat
2.50 x = 187.50 sq mtr carpet
26 sq mt (B/up)
275 x 1,62,400 = Rs.3,65,40,000/-
Consideration -Rs.2,25,00,000/-

वरीलप्रमाणे दस्तातील मिळकतीचे मंजूरीचे मूल्य रक्कम रू. 13,24,51,000/- हे बाजार मूल्य रक्कम रू. 13,18,60,000/-पेक्षा जास्त असल्याने मंजूरीचे मूल्य रक्कम रू. 13,24,51,000/- (अक्षरी तेरा कोटी चोवीस लाख ऐकावन्न हजार मात्र) वर मु.द्र. आकारणी करुन घेवून नोंदणी आदेश आहे

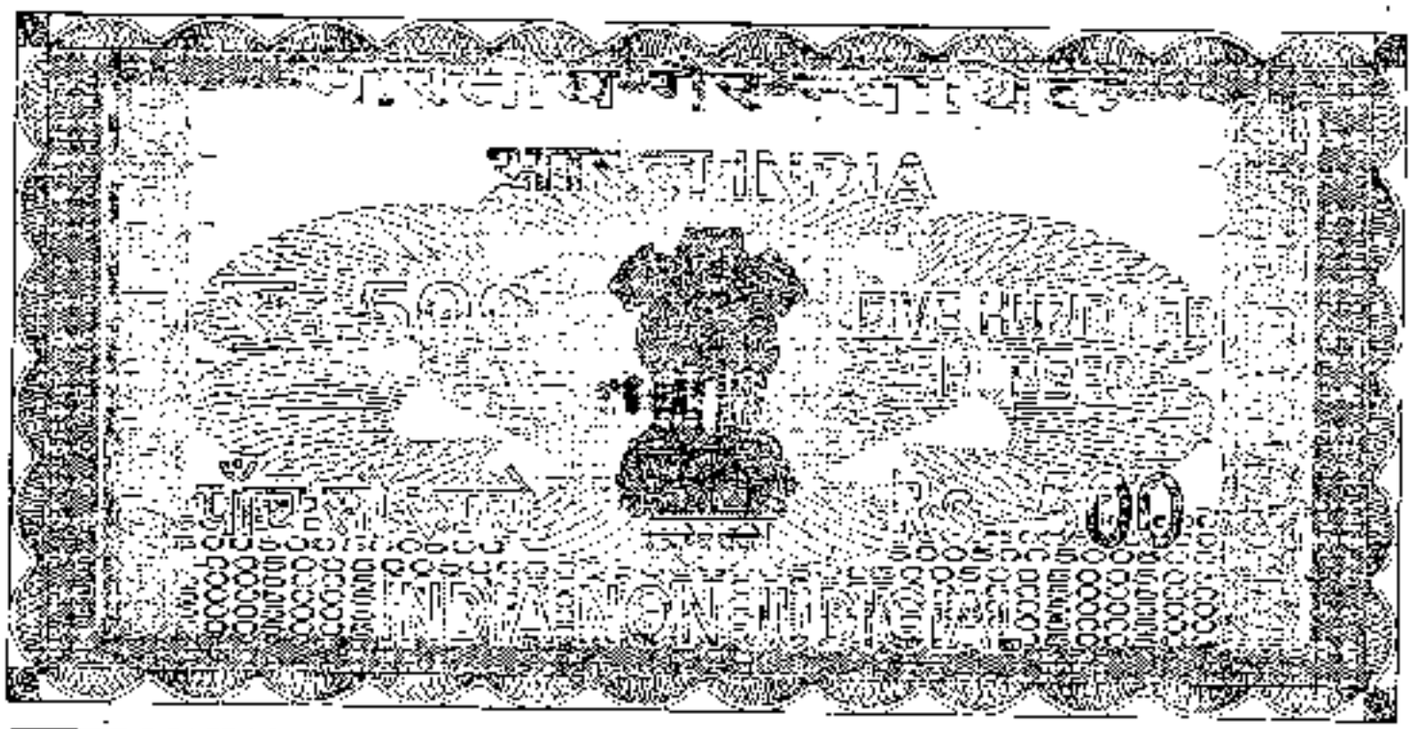
सहाय्यक मूल्यरचनाकार

मुद्रांक जिल्हाधिकारी, अंधेरी

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महाराष्ट्र MAHARASHTRA ◐ 2015 ◐ Y 689249

मध्यान्ह मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००९१०
₹ 11 MAR 2016
सक्षम अधिकारी

DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into at Mumbai on this 29 day of MARCH in the Christian Year Two Thousand Sixteen (2016) (the "**Agreement**")

BY AND BETWEEN

RBI EMPLOYEES BHAGYADARSHINI CO-OPERATIVE HOUSING SOCIETY LIMITED, a society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and having its registered office

OWNER

DEVELOPER

(2)

जोडपत्र - / Annexure - II

AGREEMENT

VGM PROJECTS LLP
NATRAJ TOWER, C- WING 17TH FLOOR,
ANDHERI POINT, MUMBAI - 400 093.

दस्ताचा प्रकार	
	YES/NO
	RBI Employees Bhagya Darshan Co-op Hsg Soc.
	Sandoz Kamble, N Point 4
15 MAR 2016	6872

15 MAR 2016

Section 9A(1) (b) of the Bombay Stamp Act, 1958.

Office of the Collector of Stamps

Challan No. 1110900/368/16

Dated 01.04.16

Received from M/s. VGM Projects LLP.

residing at

a sum of Rs. 69,05,500/- (Rs. Sixty Nine Lacs Five Thousand Five Hundred Only).

dated the

Certified that

Bombay

of Rs. 69,05,500/- (Rs. Sixty Nine Lacs Five Thousand Five Hundred only)

with which

was paid vide Receipt No. 5690054

of schedule.

This certificate is issued under the provisions of section [illegible] Bombay Stamp Act, 1958.

Place Andheri

Date 1/4/2016

Collector of Stamps
Andheri

GRN MH001358947172616 17 M
Reg. 0001986301720161 7

COLLECTOR OF STAMPS ANDHERI

"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."

at Off Veera Desai Road, Andheri (West), Mumbai – 400 058, hereinafter referred to as the "**Owner**" (which expression shall unless it be repugnant to the subject context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

VGM PROJECTS LLP, a limited liability partnership registered under the ... Limited Liability Partnership Act, 2008 having its registered office at Mittal Tower 'C' Wing, 17th Floor, 210, Nariman Point, Mumbai – 400 021, hereinafter referred to as the '**Developer**' (which expression shall unless it be repugnant to the subject context or meaning thereof be deemed to mean and include the partners of the said LLP from time to time, the survivors of them and the heirs, executors, administrators and assigns of the last surviving partner) of the OTHER **PART**;

The Owner and the Developer, parties hereto are referred to in this Agreement, wherever the context so requires, individually as the "**Party**" and collectively as the "**Parties**".

WHEREAS:-

A. The Owner is a co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 on 31st March 1976 under Sr. No.BOM/4788 of 1976.

B. Vide Indenture dated 13th June, 1980 executed between one Harshad Mugatlal Shah as the 'Vendor' therein and the Owner herein being the 'Purchaser' therein and registered with the Sub-Registrar of Assurances at Bombay under Sr. No.S-1383-80 of Book No.1 on 12th August, 1982, Harshad Mugatlal Shah has sold and transferred to the Owner, all that piece and parcel of land bearing Survey No.19 Hissa No.7 corresponding to CTS No.147 admeasuring 788.10 sq. mtrs or thereabouts and situate, lying and being at Village Ambivli, Andheri, Mumbai Suburban at and for the consideration and on the terms and conditions as stated therein.

C. Vide Indenture dated 13th June, 1980 executed between one

OWNER

DEVELOPER

Edmond Braz D'Mello as the 'Vendor' therein and the Owner herein being the 'Purchaser' therein and registered with the Sub-Registrar of Assurances at Bombay under Sr No.S-1384-80 of Book No.I on 12th August, 1982, Edmond Braz D'Mello has sold and transferred to the Owner, all that piece and parcel of land bearing Survey No.21 Hissa No.1 corresponding to CTS No.165 admeasuring 721.30 sq. mtrs. or thereabouts and situate, lying and being at Village Ambivli, Andheri, Mumbai Suburban at and for the consideration and on the terms and conditions as stated therein.

D. Vide Indenture dated 13th June, 1980 executed between one Rameshbhai Prabhubhai Patel as the 'Vendor' therein and the Owner herein being the 'Purchaser' therein and registered with the Sub-Registrar of Assurances at Bombay under Sr No.S-1385-80 of Book No.I on 12th August, 1982, Rameshbhai Prabhubhai Patel has sold and transferred to the Owner, all that piece and parcel of land bearing Survey No.19 Hissa No.6 corresponding to CTS No.146 admeasuring 854.70 sq. mtrs. or thereabouts and situate, lying and being at Village Ambivli, Andheri, Mumbai Suburban at and for the consideration and on the terms and conditions as stated therein.

E. With respect to land bearing CTS No.146 admeasuring 854.70 sq. mtrs. or thereabouts and situate lying and being at Village Ambivli, Andheri, Mumbai Suburban, the same was sub-divided into 3 (three) parts viz CTS No.146A admeasuring 96.40 sq. mtrs. belonging to the Owner, CTS No.146B admeasuring 261.10 sq. mtrs. towards road acquisition belonging to Municipal Corporation for Greater Mumbai (MCGM) and CTS No.146C admeasuring 497.20 sq. mtrs. belonging to RBI Employees Maitri Co-operative Housing Society Limited.

The Owner has thereafter constructed on the said lands bearing CTS No.146A admeasuring 96.40 sq. mtrs., CTS No.147 admeasuring 788.10 sq. mtrs. and CTS No.165 admeasuring 721.30 sq. mtrs. and aggregating to 1605.80 sq. mtrs. of Village Ambivli, Taluka Andheri, Mumbai Suburban, a building known as 'Rashmi' consisting of Ground plus 4 (four) Upper Floors as per

OWNER

DEVELOPER

the plans sanctioned by the MCGM and as per the MCGM rules and regulations and Occupation Certificate is obtained for the building 'Rashmi' bearing No CE/7796/BSII/AK dated 29th June, 1984

G. The Owner is thus the owner of and fully seized and possessed of or otherwise well and sufficiently entitled to all that pieces and parcels of land bearing CTS No 146A admeasuring 96.40 sq. mtrs., CTS No.147 admeasuring 788.10 sq. mtrs. and CTS No.165 admeasuring 721.30 sq. mtrs. and aggregating to 1,605.80 sq mtrs. or thereabouts of Village Ambivli, Taluka Andheri, Mumbai Suburban (hereinafter referred to as the "Land") together with the building standing thereon and known as 'Rashmi' consisting of Ground plus 4 (four) Upper Floors without any lift having 3 (three) Wings namely "A", "B" and "C", together comprising in total 35 (thirty five) residential flats, situate at Off Veera Desai Road, Andheri (West), Mumbai – 400 058 (hereinafter referred to as the "**Building**"), which Land and Building, unless individually referred to, shall hereinafter collectively be referred to as the "**Property**" and is more particularly described in the First **Schedule** hereunder written.

H. The Property Register Card records the name of the Owner in respect of the Land and records the area of the Land (i.e. aggregate as 1,605.80 sq. mtrs. however the actual area of physical possession, use, occupation and enjoyment of the Owner is 1524.60 sq. mtrs. The Property Register Card recording the name of the Owner in respect of the Land is annexed hereto at **Annexure "A"** The Land is shown delineated by red colour boundary line on the plan annexed hereto at **Annexure "B"**

I. The Owner has as its members 35 (thirty five) persons as listed in the **Second Schedule** hereunder written alongwith the details of their premises and areas used, occupied and enjoyed by the members of the Owner in the Building.

J. The Owner has held a Special General Body Meeting on 19th June, 2011 whereby it was *inter alia* resolved to redevelop the Property, appoint Dhargalkar Technoserv (I) Pvt. Ltd. as the Project

OWNER

DEVELOPER

Management Consultant and to call for proposals from the builders/developers interested in redeveloping the Property. The Owner vide their letter dated 11th July 2011 have appointed Dhargalkar Technoesis (I) Pvt. Ltd. as the PMC for the redevelopment of the Property.

K. Dhargalkar Technoesis (I) Pvt. Ltd. has resigned as the Project Management Consultant and presently no Project Management Consultant is appointed by the Owner.

L. The Owner has vide its Special General Body Meeting dated 21st July 2012 appointed Akar Creations Private Limited (the "**Previous Builder**") as a developer for redevelopment of the Property and in furtherance thereof, the Deputy Registrar Co-operative Societies, K Ward, Mumbai vide his letter dated 27th July, 2012 has *interalia* confirmed the appointment of the Previous Builder as as developer for redevelopment of the Property. The Owner and the Previous Builder have by mutual consent agreed not to redevelop the Property by the Previous Builder. Pursuant thereto, the Owner has cancelled the appointment of the Previous Builder as a developer of the Property, vide its Special General Body Meeting held on 10th August, 2014. In the said Special General Body Meeting dated 10th August, 2014, it was unanimously resolved to invite fresh bids and tenders from intending builders/developers with the first option to the members of the Owner to get tenders/offers from their known builders/developers.

M. The Owner has also addressed a letter dated 14th August, 2014 to the Previous Builder cancelling its appointment as the developer of the Property along with the minutes and resolution of the said Special General Body Meeting dated 10th August, 2014.

N. The Developer has made an offer to the Owner for redevelopment of the Property vide its letter dated 14th October 2014

O. The Previous Builder has vide its letter dated 6th November, 2014 issued its no objection to the Owner to the redevelopment of the Property with any other developers.

OWNER

DEVELOPER

P. The offer of the Developer was accepted by the members of the Owner, pursuant to a Special General Body Meeting of the Owner held on 28th December, 2014 whereby the Developer herein was appointed by the Owner as the developer to redevelop the Property of the Owner.

Q. The Owner has pursuant to the Special General Body Meeting dated 15th February, 2015 of the Owner ratified the appointment of the Developer as the developer in which meeting the representative of Deputy Registrar Co-operative Societies, K Ward, Mumbai was also present. Pursuant thereto the Owner has addressed the letter dated 17th February, 2015 to Deputy Registrar Co-operative Societies, K Ward, Mumbai. The Deputy Registrar Co-operative Societies, K Ward, Mumbai, vide their letter dated 9th March, 2015 confirmed the Developer as the developer of the Property and to redevelop the Property. Annexed hereto and marked as **Annexure "C"** is the copy of the minutes of the Special General Body Meeting held on 15th February, 2015 of the Owner, **Annexure "D"** is the copy of the letter dated 17th February, 2015 addressed by the Owner to the Deputy Registrar Co-operative Societies, K Ward, Mumbai and **Annexure "E"** is the copy of the letter dated 9th March, 2015 of the Deputy Registrar Co-operative Societies, K Ward, Mumbai

R. The Managing Committee of the Owner having then received the said draft Development Agreement and the Power of Attorney to be executed by the Owner in favour of the Developer was placed for the approval of the members of the Owner at the Special General Body Meeting dated 20th March, 2016 of the Owner and accordingly the members of the Owner have at the said meeting approved the draft Development Agreement and the Power of Attorney and authorised Mr. Francis Lawrence Adolphus D'souza (Chairman), Mr Vaman S Kadrekar (Secretary) and Mr Praful K Savla (Treasurer) being the members of the Managing Committee of the Owner, to execute and register the same in favour of the Developer and admit execution thereof before the concerned Registrar/Sub-Registrar including any other documents in respect of the redevelopment of the Property of the Owner. Annexed hereto and marked as **Annexure "F"** is the copy of the minutes of

OWNER

DEVELOPER

the Special General Body Meeting held on 20th March, 2016 of the Owner.

S. Accordingly, the Owner and the Developer, the Parties hereto have agreed to enter into this Development Agreement for redevelopment of the Property by the Developer on the terms and conditions as are hereinafter appearing.

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

1. The Parties hereto declare that the foregoing recitals shall be treated as forming an integral part of the operative part of this Agreement and this Agreement shall be read and construed accordingly.

2. Interpretation

2.1. The terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to it under the relevant statute/legislation.

2.2. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:

2.2.1. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;

2.2.2. All statutory instruments or orders made pursuant to a statutory provision; and

2.2.3. Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

2.3. References to the words "members or member" in this Agreement shall mean the existing members of the Owner as listed in the **Second Schedule** hereunder written, unless otherwise specified.

2.4. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

2.5. Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules or the Annexures and shall be

OWNER

DEVELOPER

ignored in construing the same

2.6. References to recitals, clauses, annexures or schedules are, unless the context otherwise requires, to recitals, clauses of, annexures or schedules to this Agreement.

2.7. Reference to days, months and years are to Gregorian days, months and calendar years respectively.

2.8. The words "include" and "including" are to be construed without limitation.

2.9. The terms "hereof", "hereto", "herein" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be

3. Agreement

The Owner hereby appoints the Developer as the developer of the Property for redevelopment of the Property and grants to the Developer the development rights in/to the Property described in the First Schedule hereunder written and confer upon the Developer the rights, powers, privileges and benefits as mentioned herein together with a right to enter upon and remain upon the Property on execution hereof and to commence and to carry out development of the Property which the Developer accepts. The Developer alone is entitled to consume such FSI for construction on the Land as may be decided by the Developer alone in its upto the maximum potential of 2.7 FSI of the Land by use of FSI, fungible FSI and Transferable Development Rights ("**TDR**") as presently available and under any other name available for construction of a new building only on the portion of the Land admeasuring 1524.60 sq. mtrs. more or less and when the encroachment on the Land is removed then in that event the Developer shall/is entitled to construct the new building on the entire Land. The Owner shall at no point of time insist that the Developer must consume the maximum potential of 2.7 FSI of the Land, subject to the 35 (thirty five) members of the Owners getting the existing carpet area plus additional area of 20% of the existing carpet area free of costs. The Developer alone shall has full right to name the new building so constructed on the Land but the name of the Owner shall not change.

4. Representations by the Owner

As a basis for the Agreement hereinafter contained, the Owner represents declares and confirms that:-

OWNER

DEVELOPER

4.1. The Owner alone is solely and absolutely entitled to and is the owner of the Property and is in possession, use, occupation and enjoyment of the Property, except the encorachment/encroachers in the portion of the Land admeasuring 81.20 sq. mtrs.

4.2. The title of the Owner to the Property is marketable and free from all encumbrances and reasonable doubts

4.3. The Owner has not created any charge, mortgage or any other encumbrance on the Property and no other party except the Owner has any right, claim or demand in respect of the Property or any part thereof, except the encroachment/encroachers in the portion of the Land.

4.4. There are no proceedings instituted by or against the Owner or their predecessors-in-title in respect of the Property or by or against the members of the Owner, or otherwise pending in any Court or before any authority, and the Property is not subject to any attachment or any process issued by any Court or authority.

4.5. No notice from any Government (Central or State), BMC or any other public body or authority or any notice under any law or for acquisition or requisition of the Property including the Land Acquisition Act, the Urban Land Ceiling Act, the Income Tax Act or any other statute has been at any time received or served in respect of the Property or any part thereof that restricts or may restrict or affect the development of the Property or the execution and/or implementation of this Agreement.

4.6. There is no injunction or any other order from any Court, Collector, Revenue Authority, BMC for any taxation or any other dues (property taxes) or otherwise disentitling or restraining the Owner from dealing with the Property or entering into this Agreement.

4.7. There is no agreement or arrangement, oral or written, with regard to the Property or any part thereof with respect to the development or sale of the Property or otherwise whereby the development rights granted hereby are hampered or hindered or affected except the encroachments as stated herein and the Owner shall not create any third party interest in any manner during the subsistence of this Agreement.

4.8. All rates, municipal taxes, assessments, duties, outgoings, land

OWNER

DEVELOPER

revenue, water charges, electricity charges etc. payable by the Owner to the BMC, State Government and other authorities in respect of the Property have been paid till date by the Owner and that there are no dues payable or pending to any of the aforesaid authorities.

4.9. The Owner are entitled to enter into this Agreement with the Developer and have full right and authority to sign and execute and register the same.

4.10. All the 35 members of the Owner being the entire membership of the Owner have unanimously consented to the appointment of the Developer as the developer of the Property and for the redevelopment of the Property by the Developer.

Relying upon the aforesaid representations of the Owner, the Developer has entered into this Development Agreement.

5. Consideration

In consideration of the Owner hereby granting to the Developer the exclusive development rights in respect of the **Property** more particularly described in the **First Schedule** hereunder written is entitled to consume such FSI for construction on the Land as may be decided by the Developer alone upto the maximum potential of 2.7 together with a right to enter upon and remain upon the Property on execution hereof and to commence and to carry out development, the Developer shall provide:

5.1. New Flat

5.1.1. The Developer shall provide to each member of the Owner (35 members in all of the Owner) a new flat free of costs on ownership basis in the new building consisting of 2 (two) wings to be constructed by the Developer on the portion of the Land admeasuring 1524.60 sq. mtrs. and as and when the encroachment on the Land is removed then in that event the Developer shall is entitled to construct the new building on the entire Land with Full Occupation Certificate ("**Full OC**") issued by the competent authority alongwith 1 (one) covered stack parking space to each member in the new building as set out in **Annexure "G"**. In respect of pit parking and non-dependent parking the existing members will be given preference.

5.1.2. The area of the new flat to be so provided to each member of the

OWNER

DEVELOPER

Owner shall be the existing carpet area of the existing flat (as presently used and occupied by the members and as set out in **Annexure "G"** hereto aggregating to 1710.80 sq. mtr. carpet area) plus 20% carpet area which includes free fungible FSI (+/- 1% variation acceptable) including door jambs and column offsets excluding elevation features, with total aggregate carpet area free of cost to the existing members of the Owner (35 in all) being not less than 2052.96 sq. mtr. carpet area. The height of all the new flats in the building shall be 2.8 mtrs. (floor to ceiling). Annexed hereto and marked as **Annexure "G"** is the list of members with the existing carpet area of their respective existing flat with the new flat numbers and floors thereto and the additional area to be provided to each member in the new building.

5.1.3. The members of the Owner have amongst themselves decided the allotment of the new flats in the new building to be constructed on the Land as set out in **Annexure "G"** in terms of the plans certified by the Owner's architect and approved by the Owner, which plans are annexed hereto at **Annexure "H"** and the Developer will hand over the said new flats to the Owner on the Date of Physical Possession which new flats in turn will be handed over by the Owner to each of its members as certified in Clause B.

5.1.4. The amenities to be provided in the new flat and the new building so constructed on the Land shall be as per the list annexed hereto and marked as **Annexure "I"**. All the amenities in the new flat of the members of the Owner shall be of same quality and make as in the sale/free sale component premises of the Developer in the new building, unless the members of the Owner and/or the purchasers of premises in the sale/free sale component requires higher quality of amenities in the new flat which is provided by the Developer, and in respect whereof such amount and price is paid by them to the Developer.

Hardship Allowance

5.1. To enable the members of the Owner to procure temporary accommodation pending the construction and completion of the new building and receipt of the said new flat duly completed in all respects with the Full OC thereto, the Developer shall pay to each member of the Owner, Rs.753.48/- (Rupees Seven Hundred Fifty Three and Paise Forty Eight only) per sq. mtr. of the existing

OWNER

DEVELOPER

carpet area per month to be paid every month (the "**Hardship Allowance**"), which Hardship Allowance is set out at **Annexure "G"** hereto

5.2.2. The Hardship Allowance shall be paid by the Developer to each member in advance for the initial period of 6 (six) months by way of 6 (six) post dated cheques simultaneously on the vacation of all the existing flats by the members of the Owner and handing over of the vacant Property by the Owner to the Developer. The Hardship Allowance after the initial period of 6 (six) months shall be disbursed by the Developer to each member by 6 (six) post dated cheques for each quarter (3 months) for each period of 12 (twelve) months on or before the 5th day of the initial 6th (sixth) month and thereafter on or before the 5th day of each 12th (twelfth) month. After completion of the initial period of 12 (twelve) months the Hardship Allowance so payable to the members of the Owner shall be increased by 10% for each period of 12 (twelve) months till the receipt of Full OC.

5.3. Shifting Charge

5.3.1. The Developer shall also pay to each member of the Owner on the Date of Physical Possession an amount of Rs.20,000/- (Rupees Twenty Thousand only) as shifting charge to the new flat in the new building.

5.3.2. The said sum of Rs 20,000/- (Rupees Twenty Thousand only) is a one time shifting charge irrespective of the number of times the member shifts his temporary accommodation

5.4. Corpus Fund

5.4.1. The Developer shall pay to the Owner/each member of the Owner a corpus fund of Rs.14,531.40/- (Rupees Fourteen Thousand Five Hundred Thirty One and Paise Forty only) per sq. mtr. on the existing aggregate carpet area of 1710.80 sq. mtr. aggregating to Rs.2,48,60,320/- (Rupees Two Crore Forty Eight Lakhs Sixty Thousand Three Hundred Twenty only) (the "**Corpus Fund**"), which Corpus Fund is as set out at **Annexure "G"** hereto, shall be paid on the Date of Physical Possession of the new flats or on the expiry of 24th (twenty fourth) month to the Owner by the Developer from the date the last member of the Owner hands over possession of the existing flat. The Corpus Fund on the expiry of the 24th (twenty fourth) month so handed over by the Developer to

OWNER

DEVELOPER

the Owner shall be deposited by the Owner in a Fixed Deposit, a copy whereof will be handed over to the Developer and shall be released by the Owner to its members only on the Date of Physical Possession of the new flats are handed over by the Developer to the Owner.

5.4.2. In the event insufficient or no stamp duty is paid by the members of the Owner in respect of their agreement for the existing flats then such amount of deficient stamp duty shall be deducted by the Developer from the Corpus Fund payable in Clause 5.4. The Developer shall intimate in writing to the Owner the stamp duty with the break up and working being deducted from the Corpus Fund with respect to the members and in the event the Corpus Fund is insufficient for the payment of the same then in that event, the Owner shall procure its members to make payment thereof, within 15 (fifteen) days of receipt of such written intimation, of the insufficient amount of the stamp duty. In the event, the members of the Owner do not pay such stamp duty or insufficient amount of the stamp duty on the expiry of the said period of 15 (fifteen) days then in that event such amount of the insufficient amount of the stamp duty shall be deducted from the Hardship Allowance. Proportionate expenses, if any, in respect thereof will also be paid by the members of the Owner or deducted from the Corpus Fund or the Hardship Allowance or Increased Hardship Allowance without any dispute or demur by the members.

Further, in the event any member of the Owner desires to purchase extra area (over and above the area of the new flats as stated in Annexure "G") in the new building to be constructed on the Land, then in that event, the Corpus Fund of the respective member, if remaining may be adjusted towards the purchase of such extra area which will be stated in their respective permanent alternate accommodation agreements.

5.5. **Bank Guarantee**

5.5.1. The Developer shall provide a sum of Rs 2,00,00,000/- (Rupees Two Crores only) (the "**Bank Guarantee**") by way of bank guarantee of nationalised or private bank to secure the performance of this Agreement by the Developer. The Bank Guarantee shall be issued by the Developers to the Owners on the vacation of all the members of the Owner of their existing flats and

OWNER

DEVELOPER

handing over of the Property by the Owner to the Developer. The Bank Guarantee shall be on reducing basis as per the progress of redevelopment of the Property as under:

5.5.1.1. Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs only) shall stand reduced on issuance of the Full OC, on the Date of Physical Possession of the new flats being handed over by the Developer to the Owner and on payment to be paid, if any by the Developer under Clause 7.

5.5.1.2. Balance Rs.70,00,000/- (Rupees Seventy Lakhs only) shall stand reduced on the expiry of 1 (one) year from the Date of Physical Possession of the new flats being handed over to the Owner with Full OC having been issued thereto.

5.6. Charge on the Free Sale Flats of the Developer

5.6.1. In addition to the Bank Guarantee, 3 (three) flats of 2 Bedroom Hall Kitchen (the "**Charge**") being not less than 62.50 sq. mtr. carpet area on the 1st and 2nd Floor of the new building each valued at Rs.75,00,000/- (Rupees Seventy Five Lakhs only) and aggregating to Rs.2,25,00,000/- (Rupees Two Crores Twenty Five Lakhs only) shall be kept as a charge by the Developer in favour of the Owner out of the Developer's free sale component premises in the new building to be constructed on the Land to secure the performance of this Agreement by the Developer. The Charge shall be released on reducing basis as per the progress of redevelopment of the Property as under

5.6.1.1. 1 (one) 2 BHK flat shall stand released on completion of the 1st Floor slab of the new building.

5.6.1.2. 1 (one) 2 BHK flat shall stand released on completion of the Full RCC work of the entire new building.

5.6.1.3. 1 (one) 2 BHK flat shall stand released on completion of the interiors of the new building

5.7. All amounts to be paid by the Developer in this Clause 5 are subject to Service Tax, Tax Deduction at Source, as applicable under the Income Tax Act, 1961 and such other taxes as may be applicable presently or in future.

6. Amounts to be Paid as stated in Clause 5

All amounts to be paid to the members shall be handed over to the Owner in the name of the members and the Owner in turn shall distribute the

OWNER

DEVELOPER

same to the members.

7. **Variation in the New Flat Area**

If there is a variation in the carpet area of the new flat over and above +/- 1% acceptable variation as stated herein then in that event, the decrease in the carpet area of the new flat over and above 1% shall be compensated by the Developer to the member at the rate of Rs 1,61,460/- per sq. mtr. Similarly any increase in the carpet area of the new flat over and above 1% shall be compensated by the member to the Developer at the rate of Rs.1,61,460/- per sq. mtr. If any member does not pay the increase in the carpet area of the new flat over and above 1% then the same shall be deducted by the Developer from his/her/their share of the Corpus Fund and if the Developer does not pay the decrease in the carpet area to the Owners/Members, then the same shall be deducted from the balance Rs.70,00,000/- (Rupees Seventy Lakhs only of the Bank Guarantee as held by the Owner. The joint certificate of the Architect of the Developer and the Owner to be provided as per Clause 8 will be final to decide +/- 1% acceptable variation

<u>Illustration:</u> If the carpet area of the new flat is 100 sq. mtr. then the acceptable variation being 1% being 1 sq. mtr. decrease or increase in the area of the new flat. In the event the decrease or increase in the carpet area of the new flat is 5 sq. mtr. then in that event the compensation to be paid by the Developer or the member, as the case may be shall only be for 4 sq. mtr.

8. **Certification of the Area of the New Flat**

At the time of the Date of Physical Possession of the new flats the Developer's Architect and the Owner's architect shall jointly certify the carpet area of all the new flats in the new building so constructed.

9. **Title to the Property**

The Owner have represented to the Developer that the Owner are entitled to the ownership of the Property and the Property is not subject to any mortgage, charge or encumbrance, except the physical possession of certain portion of the Land admeasuring 81.20 sq. mtrs. not being with the Owner presently.

10. **Development Work**

The Developer shall upon the execution of these presents be entitled to

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commence and/or carry out and start the development work of the Property. The Developer shall be entitled to carry out development work and construction on the Land by consuming such FSI as may be decided by the Developer alone upto the maximum extent permissible being 2.7 FSI as per the plans sanctioned/may be sanctioned/as may be amended by the MCGM or by operation of law and in accordance with the D. C. Regulations, 1991 for the time being in force and in compliance with the terms and conditions imposed by the authorities and thereafter, to obtain Full OC and shall be entitled to avail of all benefits being FSI, fungible FSI and/or TDR or in any other form presently available. The Developer shall be entitled to carry out at its own costs, charges and expenses in all respects all or any items of work for development of the Property including laying of drainage, cables, water pipes, electricity and other connections and boundary wall and other items as per the terms and conditions imposed by the MCGM while sanctioning the layout scheme and the plans and also other items of works as may be required to carry out for the purpose of making the Property fit for construction of building/s and structure/s therein. The Developer has already obtained Intimation of Disapproval bearing No.CHE/WS/1606/K/337(New) ("IOD") for approximately 2.00 FSI, a copy whereof is ready handed over to the Owner. The Developer shall upon the execution of these presents be entitled to apply for and procure the IOD for the required balance FSI upto maximum 2.7 FSI, if so desired by the Developer for the new building to be constructed on the Land. The Developer shall be entitled to sell the free sale premises so remaining after excluding the area of 35 (thirty five) new flats to be provided to the 35 (thirty five) members of the Society.

11. Costs of Development and Adherence to the Acts, Rules and Regulations

The Developer agrees that the development of the Property by construction of building/s thereon shall be at the entire costs, charges and expenses of the Developer and as permitted by the concerned authorities including fees payable to the Developer's Architects, RCC Consultants and other professionals appointed by the Developer shall be borne by the Developer alone. The Developer further agrees that all the buildings to be constructed on the Property will be constructed in accordance with the relevant Acts and also in accordance with the Development Control Rules and Regulations for the time being in force and as per the terms and conditions laid down in the IOD and Commencement Certificate ("CC").

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and as per the plans sanctioned by MCGM or such competent authority. The Developer shall be at liberty to make necessary applications to the authorities and obtain whatever permissions are required to develop the Property concerned at its own cost, charges and expenses and the Owner shall join in such applications but the responsibility of obtaining such permissions will be that of the Developer only and not of the Owner.

12. Signing of Applications and Additional Documents by the Owner for the Development Work and Obtaining of Permission for Development

The Owner shall sign all applications or papers for the necessary permission and sanctions for the development of the Property. However, it shall be the responsibility of the Developer to file applications with the concerned authorities and pursue the said applications and obtain the permission of the State Government, if any or the authorities at its own costs, charges and expenses for development of the Property. The Owner shall also, at the request and costs of the Developer, sign and execute from time to time the plans and other applications for layouts, sub-division (if any portion is to be handed over to MCGM or other authorities), construction of the buildings and structures on the Land for being sanctioned and approved by the MCGM or other authorities provided that all costs, charges and expenses including amounts to be deposited for any permission and the Architect's fees in this connection shall be borne and paid by the Developer alone.

13. Power of Attorney

The Owner has simultaneously with the execution hereof execute in favour of the Developers, a Power of Attorney to enable the Developer to obtain the sanctions, permissions, consents and approvals as may be required for development of the Property and to carry out the development work in respect of the Property. Provided however, the exercise of all powers and authorities under the Power of Attorney shall be entirely at the costs, charges and expenses of the Developer alone. Further the Owner shall attend the office of the concerned Registrar/Sub-Registrar and admit execution of the Power of Attorney in favour of the Developer.

14. Possession of the Property to the Developer

On execution of this Agreement, the Owner has handed over to the Developer the physical possession of the Property and to enter upon and

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remain upon the Property or any part thereof along with their workers, employees, agents etc for the development of the Property. The physical possession of the existing flats will be given to the Developer at the time of vacation by the members of the Owner of their respective existing flats as stated in Clause 16.6 herein. The Developer shall construct a site office on the Property.

15. Obligations of the Developer

Pursuant to this Agreement and in furtherance of the development of the Property to which the Developer is entitled to at its own costs, charges and expenses, it is obligation of the Developer to:

15.1. Adhere to the terms and conditions as stated herein.

15.2. Demolish the existing structure/s including the Building standing on the Land, subject to the terms of the IOD issued by MCGM. The demolition of the Building will take place on the vacation of the existing flats by the members of the Owner as stated in Clause 16.6 and the Developer prior thereto executing and registering all the permanent alternate accommodation agreements with the members of the Owner to which the Owner will also be the party as stated in Clause 15.5 and the Developer paying the Hardship Allowance, Corpus Fund and Bank Guarantee as stated in Clause 5 at the time of vacation and handing over possession of the Property.

15.3. The Developer shall purchase TDR upto 0.7 FSI prior to the members of the Owner vacating their existing flats and provide the original of the TDR utilisation submission to the authorities/Development Rights Certificate ("**DRC**") application to the Owner having purchased such TDR in the name of the Society amounting to maximum of 2.7 FSI, which original DRC will be handed over to the Developer as and when requested by the Developer.

15.4. Obtain CC within 60 (sixty) days from the date the last member of the Owner hands over possession of the existing flat.

15.5. Execute and register in favour of all the members of the Owner (35 in all), agreement in respect of the new flats which includes the additional area of 20% carpet area including free fungible FSI (+/- 1% variation acceptable) over and above the present existing area

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held by the members of the Owner to be given to each member alongwith parking space in the new building as stated in Annexure "G".

15.6. Provide visitors parking spaces as per MCGM norms.

15.7. Not to rectify, modify or amend the IOD or the plans of the new building to be so constructed on the Land, without the prior written permission of the Owner, provided such prior written permission of the Owner shall not be required if such rectification, modification or amendment, does not affect the area (+/- 1% variation acceptable), floor and number of the new flat of the members as stated in Annexure "G" and the amenities as stated in Annexure "I" hereto.

15.8. Not to install any cell sites or hoardings, etc. on the terrace of the new building or open spaces on the Land and all the open spaces in the Land and the common terrace above the last floor of the new building shall belong to the Owner and not be encumbered by the Developer

15.9. Complete the construction of the new building on the Land alongwith Full OC within 24 (twenty four) months, subject to Force Majeure as stated in Clause 26, from the date the last member of the Owner hands over possession of the existing flat.

16. Obligations of the Owner

Pursuant to this Agreement and in furtherance of the development of the Property to which the Developer is entitled to, it is obligation of the Owner to:

16.1. Adhere to the terms and conditions as stated herein.

16.2. Allow the Developer to develop/re-develop the Property as per the plans/amended plans sanctioned by the MCGM, provided such amended plans are known to and approved in writing by the Owner unless amendment is done by MCGM or by operation of law, provided such prior written permission of the Owner shall not be required if such rectification, modification or amendment, does not affect the area (+/- 1% variation acceptable on carpet area), floor and number of the new flat of the members as stated in Annexure "G" and the amenities as stated in Annexure "I" hereto.

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16.3. Procure and handover to the Developer on the date of execution hereof, irrevocable consent of all 35 members of the Owner for the redevelopment of the Property.

16.4. Procure and handover to the Developer within 15 (fifteen) days from the date of execution hereof, no-objection from the bank and/or financial institution and/or third persons in respect of any of the existing flats of the members of the Owner which are mortgaged or in respect whereof lien is created OR a written intimation by the concerned member/s to the concerned Financial Institution along with the proof of acknowledgement / receipt of the same by the Financial Institution

16.5. All set-back and road widening till date of execution hereof is taken into account and are to the Developer's account. Handover set-back area/road widening or any other reservation to MCGM or any other authority as directed by the Developer

16.6. Vacate all the existing flats and handover the vacant possession of all the existing flats and the Property to the Developer within 30 (thirty) days from the date the Developer forwards a copy of the TDR utilisation submission to the authorities/DRC application to the Owner and on the execution and registration of the individual agreement of all the members of the Owner as stated in Clause 15.5 and payment of the amounts as stated in Clauses 5.2, 5.3 and 5.4 and within the time limits as set out and not otherwise, provided DRC is obtained by the Developer within 6 (six) months from the date of execution of these presents

17. **Undertaking from Members of the Owner**

With respect to the existing flats of the members of the Owner which are mortgaged or in respect whereof lien is created and the members, within 15 (fifteen) days from the date of execution hereof, do not obtain no-objection from the bank and/or financial institution and/or third persons and handover the same to the Developer then in that event the member who fails to handover the no-objection from the bank and/or financial institution and/or third persons shall sign and execute an undertaking to the Developer that the member alone will be liable to repay the loan amount and interest thereon if demanded by the bank and/or financial institution and/or third persons due to the development of the Property and in the event if on demand by the bank and/or financial institution the

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member is unable to repay the same or defaults in the repayment thereof and if such non-payment affects the development of the Property, then in that event the Developer shall pay the same and give 30 (Thirty) days notice to the member to repay to the Developer the loan amount and interest thereon so paid by the Developer to the bank and/or financial institution and/or third persons and in the event the member does not repay to the Developer within 30 (Thirty) days the loan amount and interest thereon then in that event the Developer alone is entitled to sell the New Flat of the member to such third persons to recover the loan amount and interest thereon alongwith interest payable at the rate of 18% per annum on and from the date of payment of the loan amount and interest thereon to the bank and/or financial institution and/or third persons till the sale of the New Flat of the member and the excess amount, if any remaining thereafter shall be paid by the Developer to such member.

18. Building Completion Certificate

The Developer shall at the written request of the Owner only file the application for the Building Completion Certificate (the "**BCC**") for the new building so constructed on the Land after the Full OC is obtained, however the Owner alone shall be liable and responsible for the procurement and issuance of the BCC including payment of all costs, charges and expenses for the same.

19. Enquiries/Complaints/Grievances

19.1. It is agreed by the Owner that no member of the Owner shall directly approach the Developer for any enquiries/grievances/complaints with respect to the redevelopment of the Property and same shall be routed through the Architect of the Owner or Managing Committee of the Owner to the Developer until the Full OC is obtained and thereafter in writing to the Developer. It is further agreed by the Owner that no individual complaint by members of the Owner to any competent authority, MCGM, body, authority, etc shall be made and the Owner agrees that such individual complaint, if made shall be ignored and shall not be treated as a complaint (official or otherwise) by the Owner and no cognizance of the same shall be taken by the Owner and such complaint and shall be treated as withdrawn forthwith provided such complaint is made by less than 1/3rd members of

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the Owner.

19.2. The Developer and Management Committee of the Owner shall hold a meeting every 2 (two) months after the CC is obtained. The Developer also agrees to circulate a fortnightly email with updates on the development work to the Management Committee of the Owner.

20. Inspection and Possession of the New Flat

20.1. On the completion of construction of the new building in all respects and prior to the Full OC being obtained for the new building, the Developer shall send a written intimation to the Owner to inspect the new flats whereupon the new flats will be inspected within 15 (fifteen) days from the date of receipt of the said written intimation and if any amenities in the new flat as per the list set out in **Annexure "I"** are not provided or are defective including any structural or other defects therein, then in that event within 7 (seven) days after the expiry of the said period of 15 (fifteen) days the members through managing Committee of the Owner shall send a written intimation to the Developer to provide or rectify the same and Developer shall provide or rectify the same within 15 (fifteen) days from the date of said written intimation so received from Managing Committee of the Owner at the costs of the Developer but for the said reason, there shall be no extension for obtaining of the Full OC by the Developer.

20.2. On the Full OC being obtained for the new building, the Developer shall along with the copy of the Full OC send a written intimation to the Owner to take possession of the new flats (35 in all) by the Owner and the Owner in turn shall handover the possession thereof to the existing members of the Owner. The Owner and its members shall have taken over and be deemed to have taken actual and physical possession of the new flats (35 in all) on the Date of Physical Possession.

20.3. **Date of Physical Possession** shall mean *'the possession of the new flats on the 7th (seventh) day from the date of receipt of the letter addressed by the Developer to the Owner intimating the Owner to take possession of the new flats on the Full OC being obtained and the Owner and the Member shall be deemed to have taken physical possession of the New Premises on the*

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(seventh) day and the Developer shall be deemed to have handed over physical possession of the New Premises on the 7th (seventh) day."

20.4. However for the purposes of payment of Hardship Allowance, If the Developer sends the written intimation to the Owner to take possession of the new flats on the Full OC being obtained before the 10th day of the current month in which the written intimation is sent then in that event the Hardship Allowance shall be paid till the 30th day of the current month and if the Developer sends the written intimation to the Owner to take possession of the new flats on the Full OC being obtained after the 10th day of the current month in which the written intimation is sent then in that event the Hardship Allowance shall be paid till the 30th day of the next succeeding month.

20.5. Further on and from the date of Full OC , the Owner shall be liable and responsible to pay all taxes and outgoings in respect of the Property. Also on and from the Date of Physical Possession, the Hardship Allowance payable by the Developer shall discontinue and come to an end. The Developer shall along with the IOD, CC, Full OC and all other original permissions and sanctions also submit the keys to all the said new flats of the existing members of the Owner with the Possession Letter for each new flat of the members of the Owner addressed to the Owner (the Owner shall confirm the receipt thereof in writing) along with the Architect's Certificate of the Developer certifying the carpet area of each new flat as stated in Clause 8 and also forward the latest Property Taxes, Water Charges, N A Charges and Electricity bills and duly paid receipts, till the date of Full OC. In the event the Full OC is obtained by the Developer in mid-cycle of the property tax period, then the property tax shall be paid by the Developer and Owner/members of the Owner proportionately, i.e. the Developer shall pay the property tax upto the date of obtaining Full OC and the Owner/members of the Owner shall pay the property tax for the period from the date the Full OC is obtained and henceforth The Developer shall endeavour to obtain individual assessment bill of the property tax for each new flat in the new building.

20.6. The actual physical possession of the new flats of the existing members shall be handed over to the Owner, provided the

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members have paid to the Developer the amounts with respect to stamp duty or insufficient stamp duty on the existing flats as stated in Clause 5.4.2 and the amounts stated in Clause 35.2 and have handed over the balance Hardship Allowance, if any remaining with the members as on the Date of Physical Possession to the Developer. The members shall be liable to pay interest at the rate of 1.5% per month on any amounts outstanding due and payable to the Developer on and from the date the same is due and payable to the Developer by any of the member.

21. **Defect Liability Period**

21.1. The Developer shall in the event any structural defect/s in the new building is brought to the notice of the Developer in writing by the Owner within a period of 1 (one) year from the Date of Physical Possession of new flats as stated in Clause 19.3, such defect shall be rectified by the Developer at their own costs and expenses.

21.2. In case the Developer does not comply with the same within 30 (thirty) days from the date of receipt of any such notice from the Owner, then the Owner shall be entitled to encash the balance Bank Guarantee being an amount of Rs.70,00,000/- (Rupees Seventy Lacs only) but only upto the amount as stated in the Developer's Architect's certificate certifying the amounts required for rectifying such defect and if there is any deficit in the amount after encashing the Bank Guarantee, the Owner shall call upon the Developer to pay the deficit amount, as per the amount specified in the Developer's Architect's certificate. In the event there is any dispute with respect to the amount specified in the Developer's Architect's certificate, then in that event the Developer's Architect and the Owner's Architect shall issue a joint certificate and the amount as stated therein will be final and will be accepted by both the Developer and the Owner without any dispute or demur.

21.3. It is agreed and recorded by and between the Parties hereto that so far as the water proofing of the building/s is concerned, the Developer shall procure a guarantee/warranty for a period of 10 (ten) years from the agency undertaking the waterproofing work directly in favour of the Owner without the Developer being personally responsible for the same provided no damage or change is done to the structure of the new building. Such

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guarantee/warranty shall be as per the terms of the waterproofing agency.

21.4. It is agreed and clarified that if any structural changes or alterations (including but not limited to changes in the toilets or bathrooms or shifting the toilets or bathrooms or shifting the kitchen or changing or removing the tiles or flooring or enclosing or enlarging windows or open areas in the flats) are made by any members of the Owner to or in the new flats and/or by the Owner to or in new building including the new flats, the defect liability period of 1 (one) year as stated in Clause 20.1 shall stand rescinded and the Developer shall not be liable.

22. Finance for Development Work

All finances for the development of the Property shall be provided and borne and paid by the Developer alone. The Owner hereby agrees to render all assistance and co-operation that may be required by the Developer from time to time to carry out the development work in respect of the Property and construction and completion of building/s and structure/s on the Land in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising therefrom provided that, the Owner shall not be liable to incur any financial obligations in that behalf. The Developer is entitled to mortgage its sale/free sale component only available to the Developer in the new building so constructed on the Land for raising finance for developing the Property by taking loans from banks and/or financial institutions and/or any other person(s) and/or corporate bodies and the Owner shall sign all such writings and deeds and documents in respect thereof as may be provided to the Owner by the Developer from time to time. However it shall be the liability/responsibility of the Developer to discharge the loans and interest thereon taken on mortgage of the Property forming part of the Developer's sale/free sale component in the new building so constructed on the Land.

23. Sale of Newly Constructed Premises by the Developer

Excluding the 35 (thirty five) new flats to be provided to the 35 (thirty five) members of the Owner alongwith 1 (one) covered stack parking space to each member in the new building as set out in **Annexure "G"** and visitor parking spaces as per MCGM norms, the Developer shall be at liberty to

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sell, transfer or lease or give on leave and license and/or allot the dwelling units or flats and/or any other tenements or premises in the new building so constructed on the Land including parking spaces or garages forming part of the Developer's sale/free sale component in the new building and/or to enter into any package deal or arrangement for allotment thereof at such price and on such terms and conditions and provisions as the Developer may think fit, provided always that the Developer alone shall be entitled to receive, retain and appropriate the sale consideration and any other moneys received in respect thereof. The Developer is entitled to permit any of the premises to be occupied by any of the allottees/purchasers of units and/or flats in the building/s or buildings erected on the Land by the Developer, but only after the written intimation of Date of Physical Possession with Full OC of the new flats of the members of the Owner is given to the Owner. The Owner agrees to admit the purchasers of the premises in the new building constructed on the Land, sold by the Developer as members of the Owner within 60 (sixty) days of the Owner receiving written intimation to that effect from the Developer. Further, the incoming members being the purchasers of the premises in the new building from the Developer, shall execute such forms under Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and pay the applicable admission fees thereto in respect of their membership of the Owner and shall contribute a lump sum one time voluntary contribution of ` 1,00,000/- (Rupees One Lakh only) to the sinking fund of the Owner. Such memberships to incoming new members shall in any case be granted after the Owner is given possession of the 35 (thirty five) new flats as on the Date of Physical Possession and not otherwise.

24. Advertisement

On and from the date of execution and registration hereof, the Developer shall be entitled to put up and permitted to be put up advertisement boards upon the Property.

25. FSI and TDR

25.1. The Developer alone is entitled to and shall consume or utilise the full FSI to the maximum extent available in respect of the Land including fungible FSI being such FSI for consumption for construction on the Land as may be decided by the Developer alone upto the maximum potential 2.7 FSI available on the Land

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TDR, if any to be purchased by the Developer shall be purchased by the Developer in the name of the Owner.

25.2. In case of any change in law or development control rules and regulations which will entitle increase in FSI of more than 2.7 FSI in respect of the Land and if the Developer desires to use such additional FSI over and above 2.7 FSI on the Land, then in that event only, the Owner and the Developer shall mutually agree to share in such proportion the benefits by whatever name called, over and above 2.7 FSI (FSI upto 2.7 to be available for and to be used by the Developer) as may be decided between the Owner and the Developer.

26. **Force Majeure**

26.1. The Developer shall not be liable to the extent that its delay in performance or other failure to perform its obligations under this Agreement is the result of an event of Force Majeure

26.2. For purposes of this Clause, "**Force Majeure**" means an event explicitly beyond the reasonable control of the Developer and not involving the Developer's fault or negligence and not foreseeable and which hampers or hinders or stops the development of the Property. Such events may include, acts of nature or acts of God or acts of public enemy and acts of war, acts or orders of Government of India or State of Maharashtra in their sovereign capacity or orders of any court or tribunal or any quasi-judicial body or appropriate authority or insufficiency or unavailability of any material or utility for redevelopment of the Property or construction of the new building and in respect of which the Developer does not have any control over the same or on the event due to which the delay is caused.

26.3. If a Force Majeure situation arises, the Developer shall promptly inform the Owner in writing of such conditions and the cause thereof within 15 (fifteen) calendar days. The Developer and the Owner shall continue to perform their respective obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case the time for performance shall be extended by period(s) not less than duration of such delay.

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27. **Municipal Taxes and Other Outgoings of the Property**

27.1. It is agreed that the Owner shall pay and discharge all taxes and outgoings including Municipal Taxes, Water Taxes and all other charges, rates, cess, taxes that may be levied by any Public Body or authorities in respect of the Property till the date the last member of the Owner vacates his/her/their existing flat and the vacant possession of the Property is handed over by the Owner to the Developer and after that date the Developer shall pay the same and shall continue to pay the same till the completion of the redevelopment of the Property and issuance of the Full OC including land under construction charges. All such duly paid bills and receipts till the date of Full OC shall be provided by the Developer to the Owner on the Date of Physical Possession.

27.2. On and from the date of Full OC, the Owner shall pay and discharge all taxes and outgoings including Municipal Taxes, Water Taxes and all other charges, rates, cess, taxes that may be levied by any public body or authorities in respect of the Property. In the event the Full OC is obtained by the Developer mid-cycle period of such taxes and outgoings including Municipal Taxes, Water Taxes and all other charges, rates, cess, taxes that may be levied by any public body or authorities, then the same shall be paid by the Developer and Owner/members of the Owner proportionately, i.e. the Developer shall pay upto the date of obtaining Full OC and the Owner/members of the Owner shall pay for the period from the date the Full OC is obtained and henceforth.

28. **Refund of Deposits**

In the event of the Developer paying any refundable deposits to the MCGM and other concerned authorities in the course of the development of the Property, the Developer alone shall be entitled to the refund of such deposit in its own name and if such refund of deposits are received in the name of the Owner, the Owner shall forthwith pay the same to the Developer. To enable the Developer to obtain the refund the Owner shall sign or execute all such writings as may be required by the Developer in that behalf, without raising any objection or requisition in that behalf.

29. **Contracts with Architect, etc.**

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The Developer shall be entitled to enter into separate contracts in its own name with building contractor, architects and other professionals for carrying out the development of the Property.

30. Workforce of the Developer

The Developer is entitled to employ and pay for its own workforce for the development of the Property and shall be liable for its workforce and comply with all rules and regulations in that behalf. All Indemnities, insurances, etc. of all such workmen, staff, workers, labourers, etc. including third parties shall be paid by the Developer or Developer's contractor/s or professionals, if so hired by them and renewed from time to time.

31. Salvage Value of the Structures on Demolition

On the demolition of the Building and structures standing on the Property, the salvage value of the same will belong to the Developer alone.

32. No Partnership

This Agreement will not be treated and/or construed as a partnership between the Owner and the Developer. The Developer is given a right to develop the Property on their own accord and not as an agent of the Owner. The relationship between the Parties hereto shall be on principal to principal basis

33. Stamp Duty, Registration Charges, Taxes, Advocates Fees and Out of Pocket Expenses

The Developer alone shall pay the stamp duty and registration charges and all out of pocket expenses in respect thereof on this Agreement, the Power of Attorney to be issued of even date and the individual permanent alternate accommodation agreements for the additional area being allotted free of costs as stated in **Annexure "G"** hereto. The Owner and the Developer shall pay their respective Advocates' fees. The VAT, Service Tax or any other taxes, if any applicable presently or in future, on the additional 20% carpet area which includes free fungible FSI (+/- 1% variation acceptable) to be provided to the members of the Owner, shall be borne and paid by the Developer upto the Date of Physical Possession. In respect of the extra area, if any, purchased by the members of the Owner, the respective members shall pay stamp duty, registration fees, VAT, service tax and any other taxes, as may be

applicable presently or in future.

34. Assignment

34.1. The Developer shall not be entitled to transfer, assign, sell, convey, or release their benefits and interest in this Agreement or the development rights in the Property to any person/s in any form whatsoever either by way of joint venture, assignment, transfer, release or relinquishment, except by operation of law.

34.2. Presently, Mr. Kishore Mittal and Mr. Yash Mittal and their family members are the only partners in the LLP and hold the entire 100% share in the Developer. Mr. Kishore Mittal and Mr. Yash Mittal and their family members shall at all times remain majority partners in the Developer having atleast 51% share in the Developer. Mr. Kishore Mittal and Mr. Yash Mittal and their family members are however entitled to sell their 49% share in the Developer to any person they desire and the Owner shall not object to the same. Interse transfers amongst Mr. Kishore Mittal and Mr. Yash Mittal and their family members are allowed. The copy of the registration certificate of the Developer issued by the competent authority, the latest partners of the Developer as on date duly certified thereto by the Chartered Accountant / Advocates and Solicitors, are annexed hereto at **Annexure "J"**.

35. Legal Proceedings and Costs Thereof

35.1. In the event any orders are passed in any legal proceedings filed by the Owner or any of its members against the Developer (not on account of any default by the Developer) which hampers or hinders or stops or stays the development of the Property or construction of the new building or the Developer is unable to develop the Property then in that event until the vacation of the orders which hampers or hinders or stops or stays the development of the Property or construction of the new building or whereby the Developer is unable to develop the Property all costs incurred by the Developer to defend the said legal proceedings shall be deducted by the Developer proportionately from the Corpus Fund to be paid to the members if the legal proceedings are filed by the Owner or from the Corpus Fund to be paid to such member who has filed such legal proceedings and in that event

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the amounts to be paid under Clause 5 shall not be paid by the Developer until the vacation of the orders. The mere filing of any legal proceedings by the Owner or any of its members against the Developer would not entitle the Developer to deduct amounts to be paid under Clause 5.

36.2. In the event any legal proceedings are required to be filed by the Developer on account of non-vacation of the existing flats by the members then in that event all costs incurred by the Developer to institute and defend the legal proceedings in respect thereof shall be deducted by the Developer proportionately from the Corpus Fund to be paid to the members against whom such legal proceedings are filed. Further any member/s who has not vacated his/her/their existing flat as stated in the Clause 16.6, then the Developer shall not pay the Hardship Allowance to any of the member of the Owner until complete vacation of all the flats by 35 (thirty five) members of the Owner and possession thereof is handed over to the Developer.

36. **Termination and Extension**

36.1. In case of any default, breach, failure, non-compliance and/or negligence on the part of the Developer in the due and timely compliance of its obligations set out herein, subject to Force Majeure as stated in Clause 26, including non-payment / dishonour of cheques with respect to payment of amounts as provided under Clause 5 herein, to any of the members of the Owners, assignment and joint venture (except by operation of law) by the Developer or Mr. Kishore Mittal and Mr. Yash Mittal and their family members sale more than 49% share in the Developer and non-completion of the new building and failure to procure the CC and Full OC within the time stipulated herein, subject to Force Majeure as stated in Clause 26, the Owner shall be entitled to terminate, cancel and revoke these presents and the Power of Attorney so issued along with these presents and all resolutions so passed in favour of the Developer and to encash the Bank Guarantee as per the stages as set out in sub-clauses of Clause 5.6 as liquidated damages and the Developer shall ipso facto deemed to have vacated the Property if placed in possession thereof and the Owner shall then complete the balance

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construction of the new building on the Land in terms of the IOD and CC and all amounts payable to the members of the Owner under Clauses 5.2, 5.3 and 5.4 shall discontinue and thereafter no Parties will have any claim against the other. A written notice shall be issued by the Owner to the Developer to remedy any such breach provided no Force Majeure exists and after 30 (thirty) days of receipt of the said notice if the said breach or default still continues or no steps are taken to remedy or rectify the breach, then the termination consequences, mentioned herein in this Clasue 36.1 shall follow.

36.2. Further in the event after the execution of this Agreement and prior to the obtaining of the CC due to any notification or regulation or scheme of any authority or government whereby the FSI of 2.7 for/of the Land is reduced then in that event the Parties shall mutually renegotiate the terms of this Development Agreement and in the event the Parties do not agree to mutually renegotiate the terms then in that event this Agreement shall stand terminated by either of the Parties by giving 15 (fifteen) days written notice to the other Party and on such expiry of 15 (fifteen) days this Agreement shall come to an end and the members/Owner shall refund/pay to the Developer the amounts paid to the members by the Developer alongwith payments made to the government authorities and all costs, charges and expenses incurred by the Developer in respect of development carried out in respect of the Property till the date of termination by the Developer on appointment of the new developer with interest at the rate of 12% p.a. from the expiry of 6 (six) months from the date of termination of this Agreement and thereafter no Parties will have any claim against the other.

36.3. In the event the Developer is not able to obtain the IOD from the MCGM or the competent authority within 60 (sixty) days as stated in Clause 15.4 then in that event the Developer and the Owner shall hold a joint meeting to mutually decide to extend or terminate this Agreement. In the event, the Parties hereto agree to extend this Agreement then in that event, this Agreement shall stand extended for a period as mutually decided between the Parties and the Parties shall jointly execute and sign such extension in writing. In the event the Agreement is not extended

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and the Parties hereto agree to terminate this Agreement then in that event, the members/Owner shall refund/pay to the Developer the amounts paid to the members by the Developer alongwith payments made to the government authorities and the Owner shall pay to the Developer all costs, charges and expenses incurred by the Developer in respect of development carried out in respect of the Property till the date of termination on appointment of a new developer with interest at the rate of 12% p.a. from the expiry of 6 (six) months from the date of termination of this Agreement and the members shall refund to the Developer the amounts paid till the date of termination by the Developer on appointment of such new developer with interest at the rate of 12% p.a. from the expiry of 6 (six) months from the date of termination of this Agreement and thereafter no Parties will have any claim against the other.

37. **Governing Laws and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of India. The Courts in Mumbai alone shall have the exclusive jurisdiction to try and dispose of any dispute arising out of or under this Agreement.

38. **Notices and Communications**

38.1. All notices, requests, demands or other communications that any Party to this Agreement may desire or be required to be given hereunder shall be in writing and shall be delivered either by hand (personal delivery), courier (providing confirmation of delivery) or registered mail (acknowledgement due) to the addresses mentioned first hereinabove, or such other address as either Party, by similar notice, shall designate with respect to its own address (herein called the "Notice").

All notices given shall be deemed to have been given (i) if delivered by hand on the date of delivery or on the date that delivery was refused by the addressee, or (ii) if delivered by registered mail or by courier, on the date of delivery as established by the return receipt or courier service confirmation or the date on which the return receipt or courier service confirms that acceptance of delivery was refused by the addressee).

39. Waiver

No rights under this Agreement shall be deemed to have been waived and there should be no waiver other than by notice in writing signed by other Party. The failure of either of the Parties hereto to exercise any right or option given to it hereunder or to insist upon strict compliance by the other Party with the terms of this Agreement, shall not constitute a waiver of any terms or conditions of this Agreement with respect to any other or subsequent breach and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy, nor a waiver by such Party of its right at any time thereafter to require exact and strict compliance with all the terms of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies, which may be granted by law.

40. Severability

In the event that any term or condition or provision of this Agreement or any part thereof is held to be a violation of any applicable Law, statute, regulation or order or is declared or adjudged to be illegal, invalid or unenforceable, the Parties shall replace that provision with a provision which is valid and enforceable and most nearly gives effect to the original intent of unenforceable provision or by mutual Agreement of the Parties it may be severed from this Agreement and such illegality, invalidity or unenforceability shall not violate any other provisions of this Agreement which shall remain in full force validity and effect .

41. Entire Agreement

This Agreement sets out the entire agreement and expresses fully the entire understanding between the Parties in respect of the subject matter hereof and supersedes all and any prior oral or written agreements, deeds, memoranda, understandings, correspondence and discussions, if any, between the Parties hereto in respect of the subject matter hereof.

42. Amendment

This Agreement may not be varied, amended, modified or supplemented except by a written instrument executed by all the Parties hereto.

43. Counterparts

This Agreement may be executed in any number of counterparts, which will together constitute one Agreement.

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44. Permanent Account Numbers

The Permanent Account Nos. of the Parties hereto are as under:

Sr. No.	Name of the Party	Permanent Account Number
1.	RBI Employees Bhagyadarshini Co-operative Housing Society Limited	AAAAR3763J
2.	VGM Projects LLP	AALFV9592M

45. Resolutions

The Resolution of both the Parties to enter into these presents are annexed hereto and marked as **Annexures "K" and "L"**

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Description of the Property)

ALL THAT pieces or parcels of lands or ground hereditaments bearing CTS No.146A admeasuring 96.40 sq. mtrs., CTS No.147 admeasuring 788.10 sq. mtrs. and CTS No.165 admeasuring 721.30 sq. mtrs. and aggregating to 1605.80 sq. mtrs. of Village Ambivli, Taluka Andheri, Mumbai Suburban with the building standing thereon and known as 'Rashmi' consisting of Ground plus 4 (four) Upper Floors without any lift having 3 (three) Wings namely "A", "B" and "C", together comprising in total 35 (thirty five) residential flats, situate at Off Veera Desai Road, Andheri (West), Mumbai – 400 058 and which land bearing CTS Nos 146A, 147 and 165 is bounded as under

On or towards the East: By CTS No.166 of Village Ambivli

On or towards the West: By CTS No.145 and CTS No.148 of Village Ambivli

On or towards the North: By Road

On or towards the South: By CTS No.148 and CTS No.167 of Village Ambivli

THE SECOND SCHEDULE HEREINABOVE REFERRED TO:

(List of Members as on execution hereof)

	Names of the Members	Flat Nos. with Wing and Floor	Carpet Area (sq. mtr.)	Share Certificate Nos.	Distinctive Nos.
1.	Mrs. Rama R Tembulkar	A1	56.67	29	141-145
	Mr Salil R Tembulkar	A-Wing		36	176-270
		Ground		71	3070-3101

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Sr. No.	Names of the Members	Flat Nos. with Wing and Floor	Carpet Area (sq. mtr.)	Share Certificate Nos.	Distinctive Nos.
				97	3696-3747
2.	Mr. Mandarthi Narasimha Adiga	A2 A-Wing Ground	56.67	34	166-170
				37	271-365
				72	3102-3103
				98	3748-3756
3.	Mr. Parin N Bhavsar Mr Nandlal G Bhavsar Mrs Panna N Bhavsar	A3 A-Wing First	56.67	20	96-100
				43	738-832
				76	3196-3229
				103	3829-3871
4.	Mr. Mohamed Husain Ahmed Sayani	A4 A-Wing First	56.67	9	41-45
				44	833-927
				79	3230-3263
				104	3872-3914
5.	Mr Praful K Savla Mr Surendra K Savla	A5 A-Wing Second	56.67	1	1-5
				50	1321-1415
				85	3385-3396
				107	3957-3971
6.	Mr. Francis Lawrence Adolphus D'souza Mrs. Josephine D'souza	A6 A-Wing Second	56.67	115	76-80
				116	1416-1510
				117	3397-3430
7.	Mr. Anil Madhukar Ghosalker	A7 A-Wing Third	56.67	19	91-95
				57	1904-1998
8.	Mrs. Lynette Aloma Murzello	A8 A-Wing Third	56.67	12	56-60
				58	1999-2093
				110	4036-4048
9.	Mr Mandar Arvind Walavalkar Mrs Swapna M Walavalkar	A9 A-Wing Fourth	56.67	6	26-30
				64	[illegible]
10.	Mr. Vijay Mohandas Madkaiker Mrs Shanta M Madkaikar	A10 A-Wing Fourth	56.67	23	[illegible]
				65	2501-2576
				93	3569-3624
11.	Mr. Dakshesh S Desai	B11 B-Wing Ground	40.97	2	6-10
				38	366-436
				73	3104-3127
				99	3757-3795
12.	Mrs. Preeti Dayanand Pai Mr. Dayanand Pandurang	B12 B-Wing	38.46	25	121-125
				39	437-500

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Sr. No.	Names of the Members	Flat Nos. with Wing and Floor	Carpet Area (sq. mtr.)	Share Certificate Nos.	Distinctive Nos.
	Pai	Ground		74	3128-3149
				100	3796-3809
13.	Mr Sachin Gopinath Khair	B13	40.97	33	161-165
		B-Wing		40	501-571
		Ground		75	3150 3156
				101	3810-3820
14.	Mrs. Saraswati B Kotian	B14	45.06	18	86-90
	Mr Arun B Kotian	B-Wing		45	928-1005
		First		80	3264 3292
15.		B15	38.46	21	101-105
	Mr Sudeep Sukumar	B-Wing		46	1006-1069
	Basak	First		81	3293-3314
16.	Mrs. Sangeeta V	B16	45.06	7	31-35
	Kadrekar	B-Wing		47	1070-1147
	Mr Vaman S Kadrekar	First		82	3315-3321
				105	3915-3924
17.	Smt. Sheela G Gawade	B17	45.06	26	126-130
		B-Wing		52	1511-1588
		Second		87	3431-3458
				108	3972-4003
18.	Smt Sarojini G Banjan	B18	38.46	32	156-160
	Mrs. Shoba V Bangera	B-Wing		53	1589-1652
	Mrs. Hema Nandkumar	Second		88	3460-3481
	Mrs. Pramila D Bala				
19.	Mr. Chandrakant K Shetty	B19	45.06	17	81-85
		B-Wing		54	1653-1730
		Second		89	3482 3510
				109	4004-4035
20.	Mr. Devendra P	B20	45.06	35	171-175
	Bandiwdekar	B-Wing		59	2094-2171
		Third		111	4049-4080
21.	Mr. Prashant T Karkera	B21	38.46	8	36-40
	Mr Pramod T Karkera	B-Wing		60	2172-2235
	Mr Harish T Karkera (Hariprasad)	Third			
	Mr Sharad T Karkera				
22.	Mr. Vaman Kadrekar	B22	45.06	30	146-150
		B-Wing		61	2236-2313
		Third		91	3545-3573

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Sr. No.	Names of the Members	Flat Nos. with Wing and Floor	Carpet Area (sq. mtr.)	Share Certificate Nos.	Distinctive Nos.
23.	Mr. Vinayak Balakrishna Pednekar	B23 B-Wing Fourth	45.06	22 66 94 113	106-110 2677-2754 3825-3853 4091-4123
24.	Mr. Suresh D Keer Mrs. Shashikala Suresh Keer	B24 B-Wing Fourth	38.46	27 67 95 114	131-135 2755-2818 3854-3886 4124-4137
25.	Mr. Sadashiv J Salian Mr. Keshav J Salian Mr. Kamalaksha J Salian Mr. Devdas A Salian	B25 B-Wing Fourth	45.06	24 68	116-120 2819-2896
26.	Mrs. Kunda M Sanzgiri Mr. Mangesh Moreshwar Sanzgiri	C26 C-Wing Ground	56.67	5 41 76 102	21-25 572-366 3157-3183 3821-3828
27.	Mr. Shashidhar S Suratkal	C27 C-Wing Ground	40.97	15 42 77	16-20 667-737 3184-3195
28.	Mrs. Nalini A Ganapathy	C28 C-Wing First	56.67	13 48 83	61-65 1148-1242 3322-3355
29.	Smt. Saraswati S Wamanse	C29 C-Wing First	46.26	14 49 84 106	66-70 1243-1320 3356-3384 3925-3956
30.	Mr. Jagdeesh V Shetty	C30 C-Wing Second	56.67	15 55 90	71-75 1731-1825 3511-3544
31.	Mr. Hemant S Kadrekar	C31 C-Wing Second	46.26	11 56	51-55 1826-1903
32.	Mr. Jayasheela P Kunder Mrs. Savitri Kunder	C32 C-Wing Third	56.67	3 62 92 112	11-15 2314-2408 3574-3607 4081-4090
33.	Mr. Prashant P Poojary	C33	46.26	28	136-140

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VGM PROJECTS MUMBAI

Sr. No.	Names of the Members	Flat Nos. with Wing and Floor	Carpet Area (sq. mtr.)	Share Certificate Nos.	Distinctive Nos.
		C-Wing Third		63	2409-2486
34.	Mr. Prafulla H Wadkar Mrs. Nilima Prafulla Wadkar	C34 C-Wing Fourth	56.67	10 69	46-50 2897-2991
35.	Mr. Lalit Kumar S Mrs Bharti Lalitkumar	C35 C-Wing Fourth	46.26	31 70 96	151-155 2992-3069 3667-3695













IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective signatures and hands to this Agreement on the day, month and year and at the place first hereinabove mentioned.

SIGNED SEALED AND DELIVERED
by the withinnamed **Owner,**
RBI EMPLOYEES BHAGYADARSHINI
CO-OPERATIVE HOUSING SOCIETY LIMITED
by Mr. Francis Lawrence Adolphus D'souza, Chairperson
Mr. Vaman S Kadrekar, Secretary
Mr. Praful K Savla, Treasurer
authorised by resolution dated 20th March, 2016
in the presence of:
Signature:
Name: Sachin G. Khair
Signature:
Name: Mangesh M. Sangoi

SIGNED SEALED AND DELIVERED
by the withinnamed **DEVELOPER,**
VGM PROJECTS LLP
through its Designated Partner Mr Yash Mittal
in the presence of:
Signature:
Name: Sachin G. Khair
Signature:
Name: Mangesh M Sangoi

FOR VGM PROJECTS LLP
DESIGNATED PARTNER

DEVELOPER