169

महाराष्ट्र शासन
मुद्रांक जिल्हाधिकारी कुर्ला यांचे कार्यालय यांचे कार्यालय,
तळमजला, नविन प्रशासकीय इमारत, आर. सी. मार्ग, चेंबुर, मुंबई -७१.

SERIAL NO : 62
DATE: 19/09/2018

जा. क्र./अभि/अं.आदेश/ 3345/18 दिनांक :- 19/09/18

(मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ खालील कार्यवाही)

निर्णय

उपरोक्त प्रकरण क्रमांक **ADJ/1100901/488/18/K** सह अन्वये पक्षकार **HS CHETANA ENTERPRISES NX LLP** यांनी दिनांक १९/०७/२०१८ रोजी **DEVELOPMENT AGREEMENT** या संलेख अभिनिर्णयाकरीता सादर केलेला आहे. सदर संलेखामधील तपशिल खालीलप्रमाणे

संलेखाचा निष्पादन दिनांक	UNEXECUTED
संलेखाचा प्रकार	DEVELOPMENT AGREEMENT
VENDORS	PANTNAGAR PRASANNA CHS LTD
PURCHASERS	HS CHETANA ENTERPRISES NX LLP
संलेखातील मिळकतीचे वर्णन	PARCEL OF LAND WITH BUILDING, CTS NO 5662(PART) VILLAGE GHATKOPER KIROL TAL KURLA
क्षेत्रफळ	860.12 SQ MTR
मोबदला	Rs.126713500 + BANK GUARANTEE 10000000/-

उपरोल्लेखीत संलेखातील मालमत्ता सन २०१८-२०१९ करिताचे बाजारमुल्य मुबंई प्रदेश (मालमत्तेचे प्रारंभ बाजारमुल्य निर्धारण करणे) नियम १९९५ मधील तरतुदी, तसेच मुंबई महानगरपालिका क्षेत्रासाठी प्रचलीत असलेली विकास नियंत्रक नियमावाली आणि बाजारमुल्य दरतक्त्यातील मार्गदर्शक सुचना व त्यामधील दर व दस्तासोबत सादर केलेली कागदपत्री पुरावे पुरावे विचारात घेऊन **Rs.85469500/-** इतके बाजारमुल्य निश्चीत करण्यात आले असुन **(THE VALUE OF CONSIDERATION IS HIGHER THAN MARKET VALUE i.e.Rs.126713500/- + BANK GUARANATEE Rs.10000000/-)** त्यावर मुंबई मुद्रांक अधिनियम १९५८ मधील तरतुदीनुसार खालीलप्रमाणे मुद्रांक शुल्क व दंड देय आहे.

A.V.	ARTICLE	ST DUTY	PAID S.D.	BAL S.D.PAID	PENALTY
Rs.126713500 + BANK GUARANTEE 10000000/-	5(g-a), 54	Rs.6340675/- + Rs.50000/- = Rs.6390675/-	RS.NIL	Rs.6390700/-	RS.NIL/-

उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमुद माहीतीच्या आधारे खालील प्रमाणे अंतिम आदेश पारीत करीत आहे.

अंतिम आदेश

१.अभिनिर्णयाकरिता सादर केलेल्या संलेखास मुंबई मुद्रांक अधिनियम १९५८ च्या अनुसुची १ मधील **5(g-a), 54**नुसार **Rs.6390700/-** मुद्रांक शुल्क देय असल्याबाबत जा.क्र.३२५६/१४/०९/२०१८ अन्वये अंतरिम आदेश पारीत करण्यात आले होते.

त्यास अनुसरुन मुद्रांक शुल्क व दंडाची भरणा कोणत्याही आक्षेपाविना पक्षकारांनी 19/09/2018 रोजी पावती क्र/ MH006281432201819E द्वारे भरणा केला असल्याने १४/०९/२०१८ रोजीची अंतरिम आदेश अंतिम आदेश म्हणून कायम करण्यात येत आहे.

(वैशाली चव्हाण)
मुद्रांक जिल्हाधिकारी,कुर्ला.

प्रती,
1. HS CHETANA ENTERPRISES NX LLP
2. SUB-REGISTRAR, KURLA-1,2,3,4,5
(सदर दस्तासोबत अंतिम आदेश, मुल्यांकन अहवाल व चलन (वा शिक्का) १ ते पृष्ठ जोडले आहेत.)

CHALLAN
MTR Form Number-6

GRN	MH006281432201819E	BARCODE		Date	19/09/2018-13:49:43	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatn SoS	TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name	CSK_COLLECTOR OF STAMPS KURLA	Full Name	H S CHETANA ENTERPRISES NX LLP
Location	MUMBAI		
Year	2018-2019 One Time	Flat/Block No.	PANT NAGAR PRASANNA CHSL BUILDING NO
		Premises/Building	34

Account Head Details	Amount In Rs.
30050901 Amount of Tax	6390700.00
Total	63,90,700.00

Road/Street	PANT NAGAR
Area/Locality	GHATKOPAR EAST MUMBAI
Town/City/District	
PIN	4 0 0 0 7 5
Remarks (If Any)	करल-3
	ADJ/11030901/68/15K
	39eee 90 2ep
	2016
Amount In Words	Sixty Three Lakh Ninety Thousand Seven Hundred Rupees Only

DEFACED ₹ 6390700.00 DEFACED

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK		
Cheque-DD Details		Bank CIN	Ref. No.	00103320180919123613 183042842
Cheque/DD No.		Bank Date	RBI Date	19/09/2018-13:50:29 Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK
Name of Branch		Scroll No. , Date		Not Verified with Scroll

Department ID : Mobile No. : 9821132380

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1		00033786252018 19	19/09/2018-15:58:13	IGR241	6390700.00

Print Date 19-09-2018 03:58:18

GRN : MH006281432201819E Amount : 63,90,700.00 Bank : IDBI BANK Date : 19/09/2018-13:49:43

Total Defacement Amount	63,90,700.00

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२०१८		





Print Date 19-09-2018 03:56:18

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT made at Mumbai this 10th day of October, 2018 between **PANTNAGAR "PRASANNA" CO-OPERATIVE HOUSING SOCIETY LTD.** (PAN AADAP 3134 C), a society registered under the Maharashtra Co-operative Societies Act, 1960 under No.Bom/HSG/8005 of 1983 and having its registered office at Building No.34, Pantnagar, Ghatkopar (East), Mumbai – 400 075 hereinafter referred to as the **'SOCIETY'** (which expression shall unless it be repugnant to the context or meaning thereof mean and include it's successors and assigns) of the First Part, **(1) SHRI SURESH RAGHUNATH MULE, (2a) SMT. SHOBHA LAXMAN ZAD** and **(2b) SHRI RAJAN LAXMAN ZAD, (3) SMT. SUHASINI ANANT KATKAR, (4) SHRI SURESH RAGHOJI BHAGAT, (5) SHRI VATHANKUMAR RAMAPPA SHETTIGAR, (6a) SHRI (DR.) HITEN J. DADIA** and **(6b) SMT. (DR.) ROOPA HITEN DADIA, (7) SHRI P. KRISHNAN UNNI, (8a) SHRI ASHOK SEENA KOTIAN** and **(8b) MISS. JAYALAXMI SEENA KOTIAN, (9) SMT. REKHA YATIN DAVE, (10) SHRI PRAVINCHANDRA J. CHHEDA (11) SHRI SHRIKRISHNA P. KOLHATKAR, (12) SHRI CHARUDATTA VASANT GAWDE, (13a) SMT. SULOCHANA YASHWANT SARWANKAR** and **(13b) SHRI RAJENDRA YASHWANT SARWANKAR, (14) SMT. VANITA TANAJI YADAV, (15) SMT. PRABHAVATI NIWRITI DAUND, (16) SHRI VARDHILAL CHUNILAL TREVADIA, (17) SMT. SUPRIYA SUDHIR JADHAV, (18) SHRI DEEPAK PARASHURAM JADHAV, (19) SMT. SUSHILA KANTILAL SAVLA, (20) SMT. VASUDHA ANANT BHOSLE, (21) SHRI SAMUEL KAMLAKAR MIRPAGAR, (22a) SMT. SRUTHI SUSMERAN KANNANKATTIL** and **(22b) SHRI ANISH BABU, (23a) SHRI SHASHIKANT RATILAL PAREKH, (23b) SMT. INDUBEN RAMNIKLAL GHELANI, (23c) SMT. SHEELABEN CHANDRAKANT KOTHARI** and **(23d) SMT. RAJULBEN MAHESH PAREKH, (24) SHRI RAJARAM SANTTU SURYAVANSHI, (25a) SHRI SANTOSH SHANTARAM GAIKWAD** and **(25b) SMT. SAVITA SANTOSH GAIKWAD, (26) SHRI SANJAY G. DAREKAR, (27) SMT. PRANJALI PRAMOD RANE, (28a) SHRI VIJAY HASSANAND JASHNANI, (28b) SMT. POOJA VIJAY JASHNANI** and **(28c) SMT. ANJU SANJAY NAGRANI, (29) SMT. GUNAVANTI MANSUKH GALA** and **(30a) SHRI ARVIND SHAMJI SATRA** and **(30b) SMT. ARUNA ARVIND SATRA** Nos. (1) to (30) the members of Pantnagar "Prasanna" Co-operative Housing Society Limited and residing in Building No.34, Pantnagar, Ghatkopar (East), Mumbai – 400 075 hereinafter referred to as the **'MEMBERS'** (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors and administrators) of the Second Part and **HS CHETANA ENTERPRISES NX LLP** (LLP Identification No.AAM – 2554) (PAN AALFH 1740 F), a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008 having their office at D/4, 204, Shreeyas Apartment, Jain Mandir Road, Sarvoday Nagar, Mulund (West), Mumbai - 400 080 hereinafter referred to as the **'DEVELOPERS'** (which expression shall unless repugnant to the context or meaning thereof mean and include the partners for the time being constituting the said firm of HS Chetana Enterprises NX LLP, their survivors or survivor and

Certificate u/s 32 (1)(a) the Bombay Stamp Act, 1958
Office of the Collector of Stamps, Kurla
ADJ No. ADJ/1100801/488/18/K / 814/18/K
Date: 19/09/18
Received Rs. 6390700/- (Rupees Sixty three lakh Ninty thousand seven Hundred only) from HS Chetana Enterprises NX LLP
Residing at
Stamp duty Rs. 6390700/- Sixty
Vide challan No. Dated 19/09/18
Certified under Section 32 (1) (b) of the Bombay Stamp Act, 1958 that the full duty Of Rs. 6390675/- Sixty three lakh Ninty thousand six Hundred seventy five only.
With which this instrument is chargeable Has been paid vide challan No. 519-01, 54
Of Schedule
This Certificate is subject to the provisions Of section 53 A of Bombay Stamp Act, 1958
Place: Kurla
Date: 19/09/18
Collector of Stamps Kurla

GRN- MH00 628 1432 201819E) 19/09/18
Def- 000 337 862 5201819

ADJ/1100/488/18/K
Pages 1 187

Area - 860.12 sqmtr.

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the heirs, executors and administrators of such last survivor) of the Third Part.

WHEREAS:

(a) Maharashtra Housing and Area Development Authority being duly constituted under the Maharashtra Housing and Area Development Act, 1976 (hereinafter referred to as the "said Act") with effect from the 5th day of December, 1977 under Government Notification in the Public Works and Housing Department No.ARD-1077 (1) Desk-44, dated 5th December, 1977, the Maharashtra Housing Board a corporation established under the Bombay Housing Board Act, 1948 (Bom. LXLX of 1948) (hereinafter referred to as "the Board") stood dissolved by operation of Section 15 of the said Act;

(b) Under clauses (a) and (b) of Section 189 of the said Act all the property, rights, liabilities and obligations of the said Maharashtra Housing Board (dissolved Board) including those arising under any agreement or contract have become the property, rights, liabilities and obligations of the Maharashtra Housing and Area Development Authority (hereinafter referred to as the "**M.H.A.D.A.**").

(c) The Government of India had formulated a Housing Scheme for the construction and allotment of tenements on rental basis to industrial workers known as the Subsidised Industrial Housing Scheme.

(d) Earlier Maharashtra Housing Board and now Maharashtra Housing and Area Development Authority (M.H.A.D.A.) is the owner of interalia a plot of land admeasuring 669.45 sq.mtrs. forming part of the land bearing S.No.236-A, C.T.S. No.5662 (Part) situated at Pantnagar, Ghatkopar (East), Mumbai – 400 075 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban within the limits of Municipal Corporation of Greater Mumbai and hereinafter referred to as the **'said Plot'**.

(e) The said Maharashtra Housing Board had in pursuance of the said Government of India Scheme constructed the building being Building No.34 (hereinafter referred to as the **"said Building No.34"**) consisting of ground and two upper floors having 30 tenements/flats on the **said Plot** for housing industrial workers as provided in that Scheme.

(f) The tenements in the **said Building No.34** were allotted by the said Maharashtra Housing Board to individual allottees on rental basis.

(g) Persistent demands were made by the occupant industrial workers that the tenements constructed for them under the Subsidised

Industrial Housing Scheme of the Government of India by various housing authorities should be sold to them.

(h) The conference of the Housing Ministers of all the States held at Calcutta in December 1975 had recommended to the Government of India to consider the transfer of those tenements to the occupants on ownership basis by giving them opportunity to pay for these tenements in suitable installments as it was found that it was practically impossible to dispossess superannuated workers or workers who have crossed the prescribed income limit and consequently have become ineligible for retention of the tenements in their occupation.

(i) The Government of India after considering the entire problem have permitted the State Government to transfer such tenements on certain conditions laid down by the Government of India in this behalf.

(j) On the basis of the guidelines laid down by the Government of India the Government of Maharashtra have inter-alia directed that the buildings built by the Maharashtra Housing Board and other agencies under certain schemes should be offered for sale on "as is and where is condition" to the authorised and unauthorised occupants whose occupation is regularised and unauthorised occupants whose occupation is regularised on their paying the penalty amounting to fifty percent of the cost of the tenements in lump sum for residential purpose on the basis of hire purchase after the occupants of such tenements have formed a Co-operative Housing Society.

(k) The said allottees to whom the tenements in the said Building No.34 were allotted have formed themselves into a Co-operative Housing Society and got the same registered as Pantnagar "Prasanna" Co-operative Housing Society Ltd. under No.Bom/HSG/8005/dated 30/04/1983.

(l) The M.H.A.D.A. as successor of the Maharashtra Housing Board was the owner of and/or otherwise well and sufficiently entitled to the said Building No.34 and the said building was the absolute property of the M.H.A.D.A.

(m) By a Deed of Sale dated 28th February, 2000 registered with the Sub-Registrar at Kurla under No.P BDR 3/647/2000 made between the said Maharashtra Housing and Area Development Authority (therein referred to as 'the Authority') of the One Part and the Society (therein also referred to as 'the Society') of the Other Part, the M.H.A.D.A. sold and conveyed to the Society the **said Building No.34** consisting of 30 tenements standing on the **said Plot** for the consideration and upon the terms and conditions therein mentioned. By an Indenture of Lease dated 28th February, 2000 registered with the Sub-Registrar at Kurla under No.P BDR 3/649/2000 made between the M.H.A.D.A. (therein referred to as

ADJ/1100901/483 /2013 /K
Pages 3 | 187

the Lessor) of the One Part and the Society (therein also referred to as the Society) of the Other Part, the M.H.A.D.A. granted to the Society the lease of the **said Plot** for a period of 99 years with effect from 1st April, 1980 for the consideration and upon the terms and conditions therein mentioned. As such the Society is the lessee of M.H.A.D.A. in respect of the **said Plot** and the Society is the owner of the **said Building No.34** standing on the **said Plot**. The **said Plot** with the **said Building No.34** thereon is hereinafter referred to as the "said Property". The "said Property" is delineated on the plan hereto annexed and marked **Annexure: A** and thereon shown surrounded by green colour boundary line and more particularly described in the First Schedule hereunder written.

(n) The 30 flats/tenements in the **said Building No.34** are in use, occupation and possession of 30 members of the Society as more particularly specified in the list thereof annexed hereto and marked **Annexure: B**.

(o) The **said Building No.34** has became old and requires considerable repairs. As the repairing of the **said Building No.34** would require expenses of considerable amount and considerable time after considering various aspects involved, the members of the Society in their Special General Body Meeting held on 14/8/2008 have unanimously resolved to re-develop the **said Plot** by demolition of the **said old Building No.34** and construction of new building on the **said Plot** and also decided and resolved to invite quotations/offers for redevelopment from the builders and developers known to the members. A certified copy of the said resolution passed by the General Body of the Society in its meeting held on 14/08/2008 is annexed hereto and marked **Annexure: C**. Accordingly, the Society got the necessary notice inviting the offers for re-development of the "said Property" put upon its notice board and the office bearers and some of the members of the Society also made attempts to get the offers from few builders/developers known to them.

(p) Thereafter a Special General Body Meeting of the Society was held on 17/01/2009 and in the said meeting a Project Committee consisting of 12 members of the Society was appointed to assist the Managing Committee for redevelopment of the "said Property".

(q) The Society had received 15 offers from various developers including the offers dated (i) 28/11/2009, (ii) 23/2/2010 and (iii) 11/3/2010 of Shri Mukesh Talakshi Savla, the Partner of M/s. Chetana Enterprises-NX which were discussed in detail with the members of the Project Committee and the offers of 12 developers were selected for further consideration. M/s. Chetana Enterprises-NX are hereinafter referred to as the "said Earlier Developers". Thereafter the second round of discussion was held with those 12 developers and some of the developers also submitted their revised offer. Thereafter in the Special General Body Meeting of the Society held on 13th April, 2010 as per the suggestion of the

करल-३

Project Committee and the Managing Committee of the Society after discussion out of the proposals of the said 12 developers the proposals of 5 developers (including Shri Mukesh Talakshi Savla, the Partner of the "said Earlier Developers") were unanimously selected for further consideration and it was resolved to have a third round of discussion with the said 5 developers and to finally select one developer out of them. After discussion with the members and office bearers of the Society, Shri Mukesh Talakshi Savla, the Partner of the "said Earlier Developers" submitted their revised offer dated 19/03/2010. Thereafter once again the said offers received from the said 5 developers including the revised offer dated 19/03/2010 submitted by Shri Mukesh Talakshi Savla, the Partner of the "said Earlier Developers" have been considered in the Meeting of the Project Committee of the Society held on 10/07/2010 and after discussion the revised offer dated 19/03/2010 read with earlier offers submitted by Shri Mukesh Talakshi Savla, the Partner of the "said Earlier Developers" was considered to be the best offer and the same was selected. Thereafter in the Special General Body Meeting of the Society held on 26/07/2010 after discussion the offer of Shri Mukesh Talakshi Savla, the Partner of the "said Earlier Developers" was unanimously selected as the best available offer for redevelopment of the "said Property" of the Society.

(r) Shri Mukesh Talakshi Savla, one of the partner of the "said Earlier Developers" is partner in various firms which are engaged in the development of immovable properties in Mumbai and Thane and as such Shri Mukesh Talakshi Savla, the partner of the "said Earlier Developers" is having good experience of development of the immovable properties and enjoying very good reputation. The office bearers and the members of Managing Committee of the Society visited projects of sister concerns of the "said Earlier Developers" and have satisfied themselves about the quality of construction of various buildings constructed done by the sister concerns of "said Earlier Developers".

(s) Thereafter the Society by its letter dated 05th August, 2010 requested the Deputy Registrar of Co-operative Societies, Mumbai Housing and Area Development Board, Mumbai to appoint one authorised officer from the Office of the Deputy Registrar of Co-operative Societies to attend the Special General Body Meeting of the Society to decide and finalise the appointment of developers for the redevelopment of the "said Property".

(t) In pursuance of the said Letter dated 05th August, 2010 written by the Society the Deputy Registrar of Co-operative Societies, Mumbai Housing and Area Development Board, Mumbai by his letter dated 9th August, 2010 had appointed Shri P.V. Dangre as the authorised officer to attend the Special General Body Meeting of the Society to decide about the appointment of Developers for redevelopment of the "said Property".

ADJ/11009[illegible] 488 2018/K
Pages 5 187

(u) Thereafter the Special General Body Meeting of the Society was held on 21st September, 2010 and the said meeting was attended by 28 members out of the 30 members of the Society (1 member Shri Bipinbhai Ajmera expired) as well as Shri P.V. Dangre, the Officer authorised by the Deputy Registrar of Co-operative Societies, Mumbai Housing and Area Development Board to attend the said meeting. The video shooting of the said meeting was also made. In the said meeting various points and factors for grant of the development rights were discussed and as the revised offer dated 19/03/2010 of the "said Earlier Developers" was the best available offer the Society and its Members unanimously resolved to entrust the development of the "said Property" to the "said Earlier Developers" and to issue the Appointment Letter to the "said Earlier Developers". One member Smt. Madhu Pravin Satra who could not remain present in the said meeting held on 21st September, 2010 by her letter dated 28/09/2010 had consented for grant of development rights to the "said Earlier Developers". A certified copy of the resolution passed by the Special General Body of the Society in its meeting held on 21st September, 2010 is annexed hereto and marked **Annexure: D.** Thereafter the Deputy Registrar of Co-operative Societies Mumbai Housing and Area Development Board by his Order dated 15th October, 2010 granted to the Society the necessary permission for redevelopment of the "said Property" upon the terms and conditions therein mentioned. The xerox copy of the said Order dated 15th October, 2010 is annexed hereto and marked **Annexure: E.**

(v) Thereafter a get together meeting of the members of the Society was held on 23rd October, 2010. In the said meeting Shri Mukesh Savla, the Partner of the "said Earlier Developers" was also present and he gave to the members the broad idea of the proposed redevelopment of the Society's property. In the said meeting held on 23rd October, 2010 the "said Earlier Developers" enhanced the hardship compensation payable to the members from Rs.5,55,000/- to Rs.6,55,000/- per member.

(w) The Society had informed the "said Earlier Developers" that though the area of the **said Plot** forming part of the land bearing S.No.236A C.T.S. No.5662 as per the said Indenture of Lease dated 28th February, 2000 is 669.45 sq.mtrs. but in fact the actual area of the **said Plot** in possession of the Society at site is 860.12 sq.mtrs. including tit-bit area of 190.672 sq.mtrs. in respect of the **said Plot**. At the request of the "said Earlier Developers" the society had appointed Design Consortium Architects (I) Pvt. Ltd. as the architects for re-development of the "said Property". In pursuance of the application made by Design Consortium Architects (I) Pvt. Ltd., M.H.A.D.A. has demarcated the boundaries of the **said Plot** at site. Thereafter M.H.A.D.A. by its letter dated 03/03/2011 informed The Design Consortium Architects (I) Pvt. Ltd. that the area of the **said Plot** as per site measurement is 860.12 sq.mtrs. and also submitted the demarcation Plan of the **said Plot**. As such to get the actual area of the **said Plot** (i.e.

99eee | 9L | Rec

860.12 sq.mtrs.) being transferred to its name the Society will have to get the necessary Deed of Rectification/Supplementary Deed of Lease executed between M.H.A.D.A. and the Society and for that purpose the additional consideration for the additional area i.e. tit-bit area of 190.672 sq.mtrs. as per measurement at site will have to be paid to the M.H.A.D.A. and the "said Earlier Developers" had agreed to bear and pay the consideration payable to M.H.A.D.A. as well as the Stamp Duty and Registration Charges payable on such Deed of Rectification / Supplementary Deed of Lease. The xerox copy of the M.H.A.D.A.'s said letter dated 03/03/2011 is annexed hereto and marked **Annexure: E**.

(x) The **said Plot** of land admeasuring 860.12 sq.mtrs. (i.e. 669.45 sq.mtrs. being the area as per the said Indenture of Lease dated 28th February, 2000 and 190.672 sq.mtrs. being tit-bit area) forming part of the land bearing S.No.236A, C.T.S. No.5662 (Part) with the **said Building No.34** is hereinafter referred to as the **said Property**.

(y) The said 190.672 sq.mtrs. tit-bit area is shown by orange colour wash on the plan hereto annexed and the **said Plot** with the said 190.672 sq.mtrs. tit-bit area with the **said Building No.34** is delineated on the plan hereto annexed and marked **Annexure: A** and thereon shown surrounded by red colour boundary line and more particularly described in the Second Schedule hereunder written.

(z) As provided under the said offers dated (i) 28/11/2009, (ii) 23/2/2010 (iii) 11/3/2010 and (iv) 19/3/2010 in addition to the said hardship compensation the "said Earlier Developers" were required to provide to each of the Members herein (i.e. 30 Members of the Society) free of cost on ownership basis a new flat admeasuring 485 sq.ft. carpet area along with additional 100 sq.ft. carpet area by way of elevation features like dry balcony, flower bed, etc. as and by way of permanent alternate accommodation in the new building to be constructed on the "said Property". Thereafter there has been change in the Policy of M.H.A.D.A. relating to redevelopment of properties and the Development Control Regulations for Greater Mumbai, 1991 were also amended. However thereafter in view of the amendment to the Development Control Regulations for Greater Mumbai, 1991 and introduction of Fungible F.S.I. and requirement of payment of premium for such fungible F.S.I. and change in the policy of M.H.A.D.A. relating to redevelopment of properties it became difficult for the "said Earlier Developers" to provide to the Members herein (i.e. 30 Members of the Society) new flat admeasuring 485 sq.ft. carpet area along with additional 100 sq.ft. carpet area by way of elevation features as agreed earlier. Therefore the "said Earlier Developers" by their Revised Offer Letter dated 25/06/2014 offered to provide to each of the 30 members of the Society new flat admeasuring 425 sq.ft. carpet plus 32 sq.ft. carpet area dry balcony and hardship compensation

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Page: 7 187

of Rs.6,75,000/-. After discussion among the members in view of the above changes by a resolution passed in the Special General Body Meeting of the Society held on 19/07/2014 the Society and the Members had accepted the said Revised Offer dated 25/06/2014 of the "said Earlier Developers".

(aa) The xerox copy of the Property Register Card in respect of the C.T.S. No.5662 (Part) is annexed hereto and marked **Annexure: G.**

(ab) The draft of the two partite Agreement for Development to be executed between the Society and the "said Earlier Developers" and Power of Attorney to be granted to the "said Earlier Developers" and the Deed of Indemnity to be executed by the "said Earlier Developers" in favour of the Society had been considered by the members of the Society in the Special General Body Meeting held on 1st August, 2015 and the same were approved unanimously. By a resolution passed in the said Special General Body Meeting held on 1st August, 2015 the Chairman, the Secretary, the Treasurer and any one member of the Managing Committee had been authorised to finalise the Agreement for Development and the Power of Attorney to be granted to the "said Earlier Developers" and all other documents for grant of the development rights in respect of the **said Property** and to sign and execute the same, to affix the common seal of the Society thereon and to get the same duly registered. Thereafter the Society got said two partite Agreement for Development, Power of Attorney and the Deed of Indemnity finalised and engrossed from its Advocates and Solicitors and handed over the same to the "said Earlier Developers" for adjudication and payment of stamp duty.

(ac) The "said Earlier Developers" by their letter dated 13th August, 2016 requested the Society to get prepared from its Advocates and Solicitors (i) Tripartite Agreement for Development to be made between the Society of the First Part, all the Members of the Society as the Members of the Second Part and the "said Earlier Developers" of the Third Part for grant of development rights in respect of the **said Property** by the Society to the "said Earlier Developers", (ii) Power of Attorney to be executed by the Society in favour of the "said Earlier Developers" and (iii) Deed of Indemnity to be executed by the "said Earlier Developers" in favour of the Society.

(ad) Thereafter in the Annual General Body Meeting of the Society held on 14th August, 2016 the issue of execution of Tripartite Agreement for Development etc. was discussed by the members present in the said meeting and it was unanimously decided to execute the Tripartite Agreement for Development.

(ae) The members of the Society were desirous of getting the new flat admeasuring 484 sq. ft. carpet. Therefore at the insistence of the members of the Society on 22nd October, 2016 a meeting was held between the office bearers of the Society and Shri Mukesh

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390/11999
बुधवार,10 ऑक्टोबर 2018 6:11 म.नं.

दस्त गोषवारा भाग-1

करल3
दस्त क्रमांक: 11999/2018

करल- ३

११९९९	२७७	२८०
२०१८		

दस्त क्रमांक: करल3 /11999/2018

बाजार मुल्य: रु. 8,54,69,500/- मोबदला: रु. 12,87,13,500/-

भरलेले मुद्रांक शुल्क: रु.63,90,700/-

दु. नि. सह. दु. नि. करल3 यांचे कार्यालयात
अ. क्रं. 11999 वर दि.10-10-2018
रोजी 5:48 म.नं. वा. हजर केला.

पावती:13071 पावती दिनांक: 10/10/2018

सादरकरणाराचे नाव: एम एस चेतना इंटरप्रायझेस एल एल पी तर्फे पार्टनर हर्षिल मनसुख सत्रा

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 5600.00
पृष्ठांची संख्या: 280	
एकुण:	35600.00

स्कॅनी पडलेली पाने ९८
फी रु -२०० दि. ३१/१०/१८
रोजी पा क्र - ३१९५०/२०१८
अन्वये जमा केली

दस्त हजर करणाऱ्याची सही:

सह दुय्यम निबंधक कुर्ला-3 (वर्ग-2)

सह दु.निबंधक कुर्ला3

सह दुय्यम निबंधक कुर्ला-3 (वर्ग-2)

सह दु.निबंधक कुर्ला - 3

दस्ताचा प्रकार: विकसनकरारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 10 / 10 / 2018 05 : 48 : 13 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 10 / 10 / 2018 05 : 50 : 14 PM ची वेळ: (फी)

SEAL OF THE SUB-REGISTRAR KURLA-3 ... SUBURBAN DIST. (BANDRA)

प्रतिज्ञापत्र

"सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या [illegible] दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, [illegible] साक्षीदार व सोबत जोडलेल्या [illegible] आणि [illegible] [illegible] [illegible] [illegible] जबाबदार राहतील. [illegible] हस्तांतरण [illegible] शासन यांचा कोणताही कायदा / नियम / [illegible] होत नाही."

लिहून देणारे
१) [signature]
२) [signature]
३) [signature]
४) [signature]

लिहून घेणारे
१) [signature]
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