i verify this document on https://esearchigr.maharashtra.gov.in/portal/VerifyDocument.aspx using verification number 03e6ba2ed1b04276.

CHALLAN
MTR Form Number-6

GRN MH001629035202122E	BARCODE	Date 28/05/2021 16:45:12	Form ID 25.1

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AAFCD4104L
Office Name	BDR18 __/T SUB REGISTRAR ANDHERI 7	Full Name	DEVAKSHEE DEVELOPERS PVT LTD
Location	MUMBAI		
Year	2021-2022 One Time	Flat/Block No.	VAKOLAWALA CHSL CTS NO. 3048 TO 3051
		Premises/Building	
Account Head Details	Amount In Rs.	Road/Street	VILLAGE KOLEKALYAN VAKOLA
0030045501 Stamp Duty	500.00	Area/Locality	SANTACRUZ EAST, MUMBAI
0030063301 Registration Fee	1000.00	Town/City/District	
		PIN	4 0 0 0 5 5
		Remarks (If Any)	PAN2=AABAV9492K~SecondPartyName=VAKOLAWALA CO OPERATIVE HOUSING SOCIETY LIMITED~
Total	1,500.00	Amount In Words	One Thousand Five Hundred Rupees Only

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	691033320210528155 72	2682684798
Cheque/DD No.		Bank Date	RBI Date	28/05/2021 16:45:57	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. : 7738877747

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

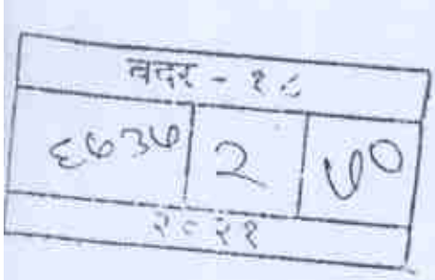
THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 7 MUMBAI SUBURBAN DIST. (MAHARASHTRA)

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Print Date 28-05-2021 04:46:09

Digitally signed by DS DEPARTMENT OF REGISTRATION AND STAMPS
Date: 2021.06.14 18:59:28 +05:30
Reason: For security purpose


THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI
MUMBAI SUBURBAN DIST. (MAHARASHTRA)


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CHALLAN

MTR Form Number-6

GRN	MH001629035202122E	BARCODE		Date	28/05/2021-16:45:12	Form ID	25.1

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AAFCD4104L
Office Name	BDR18 _JT SUB REGISTRAR ANDHERI 7	Full Name	DEVAKSHEE DEVELOPERS PVT LTD
Location	MUMBAI		
Year	2021-2022 One Time	Flat/Block No.	VAKOLAWALA CHSL CTS NO. 3048 TO 3051
		Premises/Building	
Account Head Details	**Amount In Rs.**	Road/Street	VILLAGE KOLEKALYAN VAKOLA
0030045501 Stamp Duty	500.00	Area/Locality	SANTACRUZ EAST, MUMBAI
0030063301 Registration Fee	1000.00	Town/City/District	
		PIN	4 0 0 0 5 5
		Remarks (If Any)	
		PAN2=AABAV9492K~SecondPartyName=VAKOLAWALA CO OPERATIVE HOUSING SOCIETY LIMITED~	
		Amount In Words	One Thousand Five Hundred Rupees Only
Total	1,500.00		

DEFACED ₹1500.00 DEFACED

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	691033320210528155721	2682684798
Cheque/DD No.		Bank Date	RBI Date	28/05/2021-16:45:57	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 7738877747

सदर चलन केवल दस्तऐवज नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

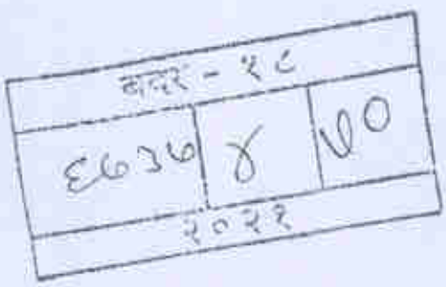
Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(S)-514-6737	00007792472022122	28/05/2021-17:42:50	IGR555	500.00
2	(S)-514-6737	00007792472022122	28/05/2021-17:42:50	IGR555	1000.00
			Total Defacement Amount		1,500.00

Print Date 28-05-2021 05:57:49

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THE SEAL OF THE JOINT SUB REGISTRAR KHOPOLI
MUMBAI SUBURBAN DIST. (BANDRA-1)


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D ocument H andling C harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2805202107317	Receipt Date	28/05/2021

Received from DEVAKSHEE DEVELOPERS PVT LTD, Mobile number 9768317067, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered on Document No. 6737 dated 28/05/2021 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District

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₹ 1400
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Payment Details

Bank Name	IBKL	Payment Date	28/05/2021
Bank CIN	10004152021052806459	REF No.	2690828826
Deface No	2805202107317D	Deface Date	28/05/2021

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

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 7 सह दुय्यम निबंधक अंधेरी क्र. ७ MUMBAI SUBURBAN DIST. (BAZORA)

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Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2805202107317	Date	28/05/2021
Received from DEVAKSHEE DEVELOPERS PVT LTD, Mobile number 9768317067, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	IBKL	Date	28/05/2021
Bank CIN	10004152021052606459	REF No.	2690828826
This is computer generated receipt, hence no signature is required.			



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नंबर - २८		
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SUPPLEMENTARY RE-DEVELOPMENT AGREEMENT

THIS SUPPLEMENTARY REDEVELOPMENT AGREEMENT is made at Mumbai this 28th day of May, 2021 BETWEEN **VAKOLAWALA CO-OPERATIVE HOUSING SOCIETY LIMITED,** a Society duly registered under the provisions of the Maharashtra Co-Operative Societies Act, 1960, bearing Registration No. BOM/HSG/4451 of 1975 through its office bearer's viz., Smt. Rekha V. Joshi Chairman, Shri. Anil B. Awasthi Secretary, and Smt. Elizabeth Devassy Manjaly Treasurer, having its registered office at Sliver Ark, Plot No. 346, Aaram Society Road, Vakola, Santacruz (East), Mumbai – 400 055., hereinafter referred to as "**THE SOCIETY**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Society, its members for the time being and from time to time and their successors and assigns) of the **ONE PART;**

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AND

DEVAKSHEE DEVELOPERS PVT. LTD., a company incorporated under companies Act, 1956, bearing Registration No. **U70102MH2015PTC267124** having its registered office at Office No.102, 1st Floor, Purnima Darshan, 90 Feet Road, Mulund (E), Mumbai -400 081., having director/s namely Shri. Nitin D. Vichare hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Directors for the time being constituting the said company, the last surviving Director, his/her heirs, executors, administrators and assigns) of the **SECOND PART:**

WHEREAS by a Development Agreement dated 31st March 2016 (hereinafter referred to as 'the said Development Agreement') executed by and between the parties hereto, the society has granted and the Builders/Developers have acquired from the Society the right to redevelop the plot of land bearing sub-

VAKOLAWALA CO-OP. HSG. SOCIETY LTD. Regn. No. BOM/HSG/4451 1975

DEVAKSHEE DEVELOPERS PVT. LTD. MUMBAI

divided plot of land bearing C. T. S. No.3048 to 3051 admeasuring 785.94 sq. meters., and now amended as total area of 762.40 sq. mtr. or thereabouts, in the village Kolekalyan, Taluka – Andheri, Mumbai district of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban, Situated at Sliver Ark, Plot No.346, Aaram Society Road, Vakola, Santacruz (East), Mumbai – 400 055., (hereinafter referred to as the said 'Plot') together with the building standing thereon known as **"SILVER ARK, VAKOLAWALA CO-OPERATIVE HOUSING SOCIETY LIMITED"**, (hereinafter referred to as the 'Old Building') at or for the consideration of and upon the terms and conditions contained therein.

AND WHEREAS as per conveyance the area of the said plot of the Society is 785.94 sq. mtrs. but after registration of the said Development Agreement, survey for measurement of the land in possession of the society was carried out by the city survey department and it was found that instead of 785.94 sq. mtrs. the actual area is 762.40 sq. mtrs. The plan of revised plot area of city survey office and revised Property Card obtained is marked as **Annexure "A".**

NOW THIS SUPPLEMENTARY RE-DEVELOPMENT AGREEMENT WITNESSETH THAT IT IS AGREED BY & BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The parties hereto confirm, declare and record that the said Development Agreement dated 31.03.2016 is valid, subsisting and binding on each of the parties hereto.

2. As per the city survey department measurement of the said plot is 762.40 sq. mtr. in the possession of Society. The new building will be constructed in accordance with the new amended plans sanctioned by the MCGM and in accordance with the provisions of the Development Control Regulations, 1991 & Development Control Regulation 2034 and also as per

provision of Real Estate (Regulation and Development) Act, 2016 (Maha RERA Act).

3. It is further agreed between parties that the reference to the utilization and consumption of basic FSI, TDR, including fungible FSI anywhere appearing in the said agreement shall for all purpose be deemed to include " Utilization and Consumption of basic FSI, additional FSI on payment of permission, TDR, fungible FSI & FSI available as per the UD guidelines number TPS/1813/3067/CR122/MCORP/12 UD-13 dated 16-11-2016, till the completion of project". The society and the members hereto do hereby further agree, declare and confirm that the developer shall be entitled to utilize and consume the aforesaid FSI & TDR benefits available in respect of the said plot along with the said other FSI benefits available in the said plot, in the redevelopment of the said property, until occupation certificate of the new building being constructed is obtained from the competent authorities i.e. Municipal Corporation of Greater Mumbai.

4. The Developer Devakshee Developers Pvt. Ltd., has been offered the free fungible area up to FSI as per DCPR 2034 of total plot area which is **762.40** sq. mtrs, which shall be utilized up to 8th floor and above that, written consent of the society will be required.

However, a request from the Developer Devakshee Developers Pvt. Ltd. has been received to review the condition. After holding the discussions with Developer and Society carrying out the exercise it has been now agreed that in lieu of additional FSI benefit above DCPR 2034, shall be compensated by the developer as agreed mutually between Developer and Society.

5. Bank Guarantee: As per original development agreement developer shall furnish to the Society a Bank Guarantee for a sum of Rs.1,25,00,000/-

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(Rupees Once Crore Twenty-Five Lakh Rupees Only) issued by reputed nationalized bank prior to obtaining commencement certificate.

Now, in compliance of Real Estate (Regulation and Development) Act, 2016 (Maha RERA Act) and shall execute all individual agreements with members of the Society and Flat purchases as per provision recorded in the Maha RERA Act, 2016. Now, due to the Maha RERA Act, 2016 the Bank Guarantee is NIL as per earlier Development Agreement dated 31.03.2016, Annexure 9. All provisions of MAHA RERA Act 2016 shall be complied.

The respective address of the parties hereto for service of any notice is as

In Case of the Society

"Vakolawala Co-Operative Housing Society Ltd"

Sliver Ark, Plot No. 346, Aaram Society Road,

Vakola, Santacruz (East), Mumbai – 400 055.

In Case of Developers

Devakshee Developers Pvt. Ltd.,

Register Address: Office No.102,

1st Floor, Purnima Darshan, 90 Feet Road,

Mulund (E), Mumbai -400 081.

6. It is further agreed between the parties hereto that the Developer shall obtain IOD and Commencement Certificate from MCGM, within 4 to 6 months from approval of the plan by society members, instead of time period of obtaining IOD & Commencement Certificate mentioned in Development Agreement dated 31.03.2016.

7. The Developer shall complete the entire project within a period of 24 months from the date of last member vacating his/her flat in societies building, as agreed in the said Re-development Agreement dated 31.03.2016. There shall not be grace period without the written consent of the society.

8. In future no more requests from the developer shall be considered and no changes in any of conditions of development & this agreement will be made.

Accordingly, Society has passed resolution on 08th January 2021, confirming all the changes made in this Supplementary Agreement.

9. It is hereby agreed by and between the parties hereto that the this Supplementary Re-Development Agreement shall be read in conjunction with the Original Development Agreement dated 31.03.2016 and the additions made herein shall be deemed to have been incorporated and read as if to have been included in the said Development Agreement itself and save as stated/mentioned herein above, all other terms and conditions contained in the said Development Agreement dated 31.03.2016 shall remain unaltered and shall be binding on the parties hereto.

10. The stamp duty on the said Re-Development Agreement has been paid, taking into account, the said previous agreed area of flats of all members, which is now reduced and therefore excess stamp duty has already paid. The stamp duty, registration charges if any of this Supplementary Agreement shall be borne and paid by the developers alone.

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11. Entitlements of the society and its members: As per original development agreement of the society and its individual members the development rights to the developer, the society and its individual members shall be entitled as per Registered Development Agreement No. 2979/26/117

dated 31/03/2016, mentioned at page no. 10, clause no. B is revised, each of the existing members of the society shall in addition to the existing carpet area, be entitled for area as per this Supplemental Agreement which shall be 23% addition carpet area, of the existing carpet area as per revised Annexure No. 5A attached hereto.

In addition to the aforesaid payment, the developer shall pay Rs.1404/- (Rupees One Thousand Four Hundred Four Only) per sq. ft. by one pay order/demand draft per flat covering 20% of Hardship Compensation in favour of the first named member at the time of registration of the said Register Development Agreement No. 2979/70/117 dated 31/03/2016, which was already paid to the members, as per Annexure 08 and balance payment of 80% as full as per Revised Annexure 08 A.

12. **WORK SCHEDULE IS AS FOLLOWS:**

Sr. No.	Stage	Timeline
1.	Registration of Supplementary Re-Development Agreement	30 Days from the date of approving Supplementary Re-Development Agreement by Society in Annual General Meeting / Special General Meeting.
2.	Developer shall submit the draft plans to Society	Within 25 days from the date of approval of Supplementary Re-Development Agreement by Society
3.	Obtaining IOD & Commencement Certificate.	Within 4 to 6 months from passing of the draft plan by Society and its Members.

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4.	Vacation of plot by Society /Members after society receives true copy of commencement certificate from Developer and after the individual agreement is registered with the member of the society	Within 2 months from receipt of notice to vacate from the developer. It is agreed that vacating notice shall not be given during rainy season.
5.	Construction period of the Building complete in all respect	24 months from the date of last member vacating. grace period with consent of society.
6.	Occupation Certificate	Within 45 days from date of completion of construction
7.	Possession to all members	On getting occupation certificate & issuing letters to that extent to all members of society.
8.	Building Completion Certificate	Within 3 months from the date of Occupation Certificate

13. It is agreed among the parties that all other provision of the Development Agreement is confirmed and parties shall adhere to comply the same as per the provision made therein.

14. If the developer fails to comply the provisions in the above schedule steps, till the construction of 24 months, the original agreement dated 31st March, 2016 and Power of Attorney dated 12/4/2016 and the present Supplementary Agreement shall be terminated at the discretion of the society. Before the above steps are taken the Society may give a notice of 15 days to Developer to enable him to comply, failing which the above provisions shall apply.

15. It is agreed by and between the parties that any provisions herein which are contrary to the original development agreement, the provisions in

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Supplementary Re-Development Agreement shall stand final and provisions in Original Development Agreement shall stand rectified to that extent.

16. The Developer hereby agrees and undertakes to reserve a flat admeasuring 800 sq ft carpet area on 6th or 7th floor from his share in the propose building till the RCC construction of all the floor is completed. In the event of completion of entire RCC structure, the Developer shall have liberty to sell the said flat to any prospective flat purchaser. Similarly, if developer fails to comply any steps or fail to complete the RCC structure, the society will have option to dispose off/sell the said structure at its own discretion.

THE SCHEDULE HEREINABOVE REFERRED TO:

(Description of the Plot)

All that plot of land bearing sub-divided plot of land bearing Survey No. 346, Hiss No. 1 bearing **C.T.S. No.3048** to **C.T.S. No. 3051**, **in total admeasuring 762.40 sq. mtrs. or thereabouts**, in the village Koleklyan, taluka – Andheri, Mumbai district of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban, together with the building standing thereon known as **"SILVER ARK, VAKOLAWALA CO-OPERATIVE HOUSING SOCIETY LTD."**, assessed under **H-East** bounded as follows that is to say :

On or towards the **West** by : Partly by Moniz Tower

On or towards the **South** by : A. H. Wadia Trust

On or towards the **North** by : D. P. Road

On or towards the **East** by : Rainbow Society

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

THE COMMON SEAL of the within named
SILVER ARK, VAKOLAWALA CO-OPERATIVE HOUSING SOCIETY LIMITED
Pursuant to the resolution passed by the General Body Meeting at its meeting held on 23/02/2016 under resolution hereunto the **"SOCIETY"** through its Chairman, Secretary and the members of the managing committee



Smt. Rekha V. Joshi
Hon. Chairman



Shri. Anil B. Awasthi
Hon. Secretary



Smt. Elizabeth Devassy Manjaly
Hon. Treasurer



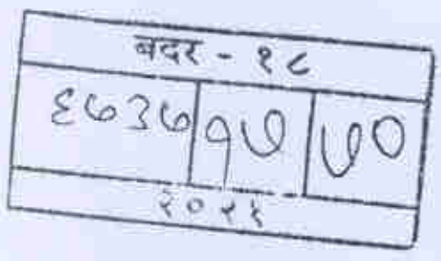


who have all in token thereof subscribed their Signatures hereto in the presence of.

1. _____

2. _____





SIGNED AND DELIVERED by the
within named Developers
Devakshee Developers Pvt. Ltd.,
Through its Directors

1. Shri Nitin D Vichare



In the presence of .....

1.

2.

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 2 MUMBAI SUBURBAN DIST. (MAHARASHTRA)

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ANNEXURE -A

PLAN OF REVISED PLOT AREA OF CITY SURVEY OFFICE

जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांचे कार्यालय

प्रशासकीय इमारत, १० वा मजला, सरकारी वसाहत, बांद्रा (पू) मुंबई -५१
Ph. 6556799,6550111 Fax: 6556805 email address :- collmsd@yahoo.com

वाचले :-

१) नगर भूमापन अधिकारी, बांद्रा यांनी जिल्हा अधीक्षक भूमि अभिलेख, मुंबई उपनगर यांचेकडे सादर केलेला अहवाल क्र.न.भू.अ.बांद्रा/न.भू.कोलेकल्याण/क्षेत्र दुरुस्ती/न.भू.क्र. ३०४८, ३०४९, ३०५०, ३०५१/२०१५ दिनांक ३० ०३/२०१५, २६/१२/२०१६

२) जिल्हा अधीक्षक भूमि अभिलेख, मुंबई उपनगर जिल्हा यांनी या कार्यालयात सादर केलेला प्रस्ताव क्र. न.भू.सं.३ अ /न.भू.कोलेकल्याण/क्षे.दु./एस.आर.१७१८/२०१८ दिनांक १५/०२/२०१८

३) महाराष्ट्र शासन राजपत्र असाधारण भाग चार, ७ सप्टेंबर २०१७

४) महाराष्ट्र जमिन महसुल अधिनियम १९६६ चे कलम १३५ अन्वये सर्व हितसंबंधीतांना दिनांक २५/०२/२०१८ रोजी सुनावणी कामी देणेत आलेली नोटीस.

(महाराष्ट्र जमिन महसुल संहिता १९६६ कलम १३५ अन्वये)

क्र. जि.अ.भू.अ./३ अ/न.भू.कोलेकल्याण क्षे.दु./
एस आर १७१८/२०१८
दिनांक :- १०/०४/२०१८

प्राथमिक :

नगर भूमापन कोलेकल्याण, तालुका अंधेरी येथील न.भू.क्र. ३०४८ ते ३०५१ या मिळकतींचे क्षेत्र दुरुस्तीकामी करुन मिळणेसाठी अर्जदार चेअरमन वाकोलावाला को.ऑप.ही.सो.लि., यांनी जिल्हा अधीक्षक भूमि अभिलेख, मुंबई उपनगर जिल्हा यांचे कार्यालयात दिनांक १०/०७/२०१३ रोजी अर्ज सादर केलेला होता. त्यानुषंगाने त्यांचेकडील दिनांक ०१/०८/२०१३ रोजी दिलेल्या सूचनांप्रमाणे चेअरमन वाकोलावाला को.ऑप.ही.सो.लि., यांनी नगर भूमापन अधिकारी, बांद्रा यांचे कार्यालयात सादर केलेल्या मोजणी अर्जान्वये, त्यांचेकडील मो.र.नं. ९६५/२०१५ अन्वये दिनांक २१/०१/२०१५ रोजी पोटहिस्सा भूमापक यांनी फलक यंत्राचे सहाय्याने मोजणी काम पूर्ण केलेले आहे. सदर मोजणीअंती उपरोक्त मिळकतींपैकी न.भू.क्र. ३०५१ मध्ये क्षेत्र दुरुस्ती संभवत असलेने नगर भूमापन अधिकारी बांद्रा यांनी दिनांक १९/०३/२०१५ रोजी मोजणी कामाची तपासणी करुन त्यांचेकडील दिनांक ३०/०३/२०१५, २६/१२/२०१६ रोजीचे पत्रान्वये महाराष्ट्र जमिन महसुल अधिनियम १९६६ चे कलम १३५ अन्वये क्षेत्र दुरुस्ती प्रस्ताव सादर केलेला आहे. सदर प्रस्तावाची जिल्हा अधीक्षक भूमि अभिलेख, मुंबई उपनगर जिल्हा यांनी पडताळणी केलेली आहे.

जिल्हा अधीक्षक भूमि अभिलेख, मुंबई उपनगर जिल्हा यांचेकडील प्रस्तावावर चौकशी करणेकामी सर्व संबंधीतांना आगाऊ नोटीसा देऊन दिनांक १७/०३/२०१८ रोजी सुनावणी ठेवणेत आलेली होती. सदरचे सुनावणी वेळेसी वाकोलावाला को.ऑप.ही.सो.लि. तर्फे चेअरमन श्री रमेश मुलकरणी, सेक्रेटरी, श्री.अनिल अवस्थी हजर. त्यांनी प्रस्तावित क्षेत्र दुरुस्ती मान्य असलेचे सांगितले. अन्य लुगडा फाळेदारांचा रजिस्टर पोस्टाने नोटीसा देऊनही गैरहजर. नगर भूमापन अधिकारी, बांद्रा यांचे कार्यालयातर्फे श्री.संजीपन सानप, पोट भूमापक हजर. त्यांनी मिळकत पत्रिका, ७/१२ उतारे, चौकशी नोंदवही, वंशावळीवार इत्यादी कागदपत्रे दाखलेली. प्रकरण निर्णयावर बंद करणेत आले.

जिल्हा अधीक्षक भूमि अभिलेख,मुंबई उपनगर जिल्हा यांचेकडील अहवाल :

नगर भूमापन कोलेकल्याण तालुका अंधेरी येथील न.भू.क्र. ३०५१ चे मिळकत पत्रिकेवर क्षेत्र ४३.१ चौ.मी., एकत्रीत मुद्दा शेरा सदरी फोरेना मालकीहक्क चौरस -१, धारणाधिकार "वर्ग" दाखल आहे.

बदर - १८
६७३७ | १९ | ७०
२०२२

न.भू.क्र. ३०४८ ते ३०५१ हया मिळकती आलेख क्रमांक ३१ मध्ये अंतर्भूत असून मूळ आलेखाचे अनुरेखन करुन तसेच चौकशी नोंदवही पहाता चालता नंबर ४३ चे टिपण अकृषी सोडवून व याधुची झालेल्या मो.र.नं. ६७१/२००९ चे मोजणी नकाशा आधारे कार्यवाही पूर्तता करण्यात आलेली आहे.

चौकशी नोंदवही पहाता चालता नंबर ४३ या मिळकतीस न.भू.क्र. ३०५१, रकाना क्रमांक ३ सदरी क्षेत्र ९११ $^{\text{चौ.वार}}$ चौ.वार इतके नमुद असून त्याचे चौरस मीटरमध्ये रुपांतर केले असता ७६२.४ चौ.मी. इतके येते. चौकशी नोंदवहीला दाखल झालेले ९११ $^{\text{चौ.वार}}$ चौ.वार हे न.भू.क्र. ३०४८ ते ३०५१ या मिळकतीचे मिळून एकूण क्षेत्र दाखल झाल्याचे दिसून येते.

चालता नंबर ४३ ने मूळ वसलेचार पहाता १ ते १२ वसले असून त्यांचे एकूण क्षेत्र ९११ $^{\text{चौ.वार}}$ चौ.वार (७६२.४ चौ.मी.) इतके नमुद आहे. परंतु मिळकत पत्रिकेवर ४३.२ चौ.मी. असे सदोष क्षेत्र नमुद झालेले आहे.

कर्मी जास्त पत्रकामध्ये सर्वे नंबर ३४६ हिस्सा नंबर १ चास न.भू.क्र. ३०५१, क्षेत्र ७५८.४ चौ.मी. इतके दाखल आहे.

अंतिमतडी क्षेत्र दुरुस्ती /मो.र.नं.६६१/२०१५ चे मोजणीअंती न.भू.क्र. ३०४८,३०४९,३०५०,३०५१ या मिळकतीचे नव्याने वसलेचाराने एकसंघ क्षेत्र काढले असता ७६२.४ चौ.मी. इतके येत असून त्यामधून पोटतोल उपमिळकती न.भू.क्र. ३०४८ चे ३०५० चे क्षेत्र ४७.८ चौ.मी. वजा जाता न.भू.क्र. ३०५१ चे क्षेत्र **७१४.६ चौ.मी.** इतके कायम होत आहे. व तेच क्षेत्र दुरुस्तीकामी प्रस्तावित केलेले आहे. सदरचे कायम होणारे क्षेत्र हे मिळकत पत्रिकेवरील क्षेत्रापेक्षा + ६७१.५ चौ.मी. ने जास्तीचे येत.

प्रकरणी सामील सर्वे नंबर ३४६ हिस्सा नंबर १ ब चा ७/१२ उतारा **खाता क्षेत्र ७.III.** गुंठे (म्हणजे ७८२.० चौ.मी.) कब्जेदार सदरी मे.जाकोलाबहना को.ऑ.हौ.सो.लि., असे नोंद दाखल आहे. ७/१२ चा दाखल असलेले क्षेत्र ७८२.० चौ.मी. हे न.भू.क्र. ३०४८ ते ३०५१ या मिळकतीचे एकत्रित येणारे ७६२.४ चौ.मी. क्षेत्राशी जुळवणी करुनही मेळात आहे.

न.भू.क्र. ३०४८ ते ३०५१ या मिळकतीचे नव्याने येणारे एकसंघ क्षेत्र ७६२.४ चौ.मी. हे चालता नंबर ४३ चे मूळ वसलेचारामध्ये नमूद असलेल्या क्षेत्राशी तसेच ७/१२ चा दाखल असलेल्या क्षेत्राशी मेळात असलेले दिसून येते.

न.भू.क्र. ३०५१ या मिळकतीचे क्षेत्र दुरुस्तीमुळे हद्दीत कोणताही बदल होत नसून पोटतोल उपमिळकती न.भू.क्र. ३०४८, ३०४९, ३०५० तसेच लगत मिळकतीचे हद्दीत / क्षेत्रात कोणताही बदल होत नाही.

नगर भूमापन वांद्रे(कुर्ला), तालुका अंधेरी येथील न.भू.क्र.३०५१ चे मिळकत पत्रिकेवर सदरी दाखल असलेले ४३.१ चौ.मी. ऐवजी अंक गणितीय चुक दुरुस्तीअंती कायम होणारे ७१४.६ चौ.मी. इतके क्षेत्र दुरुस्तीकामी महाराष्ट्र जमिन महसुल अधिनियम १९६६ चे कलम १३५ अन्वये मान्यता मिळून त्याप्रमाणे अभिलेखात आवश्यक त्या कामी आदेश पारीत होणेबाबतचा प्रस्ताव सादर केला आहे.

महाराष्ट्र जमिन महसुल अधिनियम १९६६ चे कलम १३५ नुसार अंक गणितीय चुक तसेच मोजणीतील चुक आढळून आल्याचा क्षेत्र दुरुस्ती/हद्द दुरुस्ती करणेबाबत महाराष्ट्र शासन राजपत्र असाधारण भाग-४, अधिसूचना दिनांक ७ सप्टेंबर २०१७ अन्वये अधिकार प्रदान करणेत आलेले आहेत.

निष्कर्ष :

चौकशी नोंदवही पहाता चालता नंबर ४३ या मिळकतीस न.भू.क्र. ३०५१, रकाना क्रमांक ३ सदरी क्षेत्र ९११ $^{\text{चौ.वार}}$ चौ.वार इतके नमुद असून मूळ वसलेचारामध्ये दर्शविल्याप्रमाणे क्षेत्र नमुद आहे. मात्र मिळकत पत्रिका तयार करताना चा.नं. ४३ मधील न.भू.क्र. ३०४८ ते ३०५१ या मिळकती अंतर्भूत असून सदर मिळकतीचे मूळ आलेखावरील नकाशा हद्दीप्रमाणे क्षेत्र कमजास्त झालेले वसलेचाराने क्षेत्र दुरुस्ती संभवत आहे.

वर्ष - १८

६७३५	२०	७०

२०२१

चालता नंबर ४३ चे मूळ वसलेवार पहाता १ ते १२ दर्शाने असून त्यांची एकूण वेरीज ११९ ०१ चौ.वार (७६२.४ चौ.मी.) इतकी नमुद आहे. परंतु मिळकत पत्रिकेवर ४३.१ चौ.मी. असे सदोष क्षेत्र नमुद झालेल आहे.

कमी जास्त पत्रकामध्ये सर्वे नंबर ३४६ हिस्सा नंबर १ यास न.भू.क्र. ३०५१, क्षेत्र ७५३.४ चौ.मी. इतके दाखल आहे

अंतिमतालढी क्षेत्र दुरुस्ती /मो.र.नं.९६९/२०१५ चे मोजणीअंती न.भू.क्र. ३०४८,३०४९,३०५०,३०५१ या मिळकतींचे नव्याने वसलेवाराने एकत्रीत क्षेत्र काढले असता ७६२.४ चौ.मी. इतके येत असून त्यामधून उर्वमिळकती न.भू.क्र. ३०४८ ते ३०५० चे क्षेत्र ४७.८ चौ.मी. वजा जाता न.भू.क्र. ३०५१ चे क्षेत्र ७१४.६ चौ.मी. इतके कायम होत आहे.

सर्वे नंबर ३४६ हिस्सा नंबर १ व चा ७/१२ उतारा पहाता क्षेत्र ७.III. गुंठे (म्हणजे ७८२.० चौ.मी.) कब्जेदार सदरी मे.वाकोलावाला को.ऑ.हौ.सो.लि.. असे नांव दाखल आहे. ७/१२ ला दाखल असलेले क्षेत्र ७८२.० चौ.मी. है न.भू.क्र. ३०४८ ते ३०५१ या मिळकतींचे एकत्रीत येणारे ७६२.४ चौ.मी. क्षेत्रापेक्षा जुनवी फरकाने मेळात आहे.

न.भू.क्र. ३०५१ या मिळकतीचे क्षेत्र दुरुस्तीमुळे हद्दीस कोणताही बदल होत नसून पोटहिस्सेत उर्वमिळकती न.भू.क्र. ३०४८, ३०४९, ३०५० तसेच सदर मिळकतीचे हद्दीत / क्षेत्रात कोणताही बदल होत नाही.

आदेश :

सबब मी जिल्हाधिकारी, मुंबई उपनगर जिल्हा, महाराष्ट्र जमीन महसूल अधिनियम १९६६ चे कलम १३५ अन्वये प्राप्त असलेल्या अधिकाराचा वापर करुन असा आदेश देतो की, नगर भूमापन कार्यालयास ,तालुका अंधेरी येथील यानी नमुद केलेल्या मिळकतीचे मिळकत पत्रिकेवर दाखल असलेले स्तंभ क्र.३ मधील क्षेत्र रद्द करुन त्याऐवजी स्तंभ क्र. ४ मध्ये नमुद केलेले क्षेत्र दाखल करावे.

गांव / तालुका	न.भू.क्र.	मिळकत पत्रिकेवर दाखल असलेले मूळ क्षेत्र चौ.मि.	जिल्हा अधीक्षक भूमि अभिलेख, मुंबई उपनगर जिल्हा यांनी प्रस्तावित केलेले क्षेत्र चौ.मि.	तफावतीचे कारण
१	२	३	४	५
कार्यालयाचा अंधेरी	३०५१	४३.१	७१४.६	मिळकत पत्रिकेवर सदोष क्षेत्र दाखल झालेले

सही/-
जिल्हाधिकारी,
मुंबई उपनगर जिल्हा

प्रति,
सेक्रेटरी
वाकोलावाला को.ऑप.हौ.सो.लि.,
सिल्वर आर्क, प्लॉट नं.३४८,
वाकोला, सांताक्रुझ (पू), मुंबई - ४०० ०५५.

प्रत - जिल्हा अधीक्षक भूमि अभिलेख, मुंबई उपनगर जिल्हा यांचेकडे माहिती व पुढील कार्यवाहीसाठी
प्रत - नगर भूमापन अधिकारी, अंधेरी यांचेकडे माहिती व पुढील कार्यवाहीसाठी.
२/- सोबत :१) अंतिमतालढी क्षे.दु./मो.र.नं. ६७१/२००९ चे प्रकरण पानांक १ ते १५१
२) अंतिमतालढी क्षे.दु./मो.र.नं. १६९/२०१५ चे प्रकरण पानांक १ ते २६२ अस.

निर्गमित

जिल्हाधिकारी,
मुंबई उपनगर जिल्हाकरीता

बदा - १
६७३८ | 29/00
२०२१

REVISED PROPERTY CARD

मालमत्ता पत्रक

विभाग/मौजे – कोलेकल्याण   तालुका/न.भू.मा.का. – न.भू.अ.वांद्रा   जिल्हा – मुंबई उपनगर जिल्हा

नगर भूमापन क्रमांक	[illegible]	[illegible]	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ
१०४८	१०४०				
–			Sqyds [१२ ३/५] चौ.मी. [illegible]	C	NAA included C.T.S. No १०४८

सुविधाधिकार .

हिस्सेदार मूळ धारक वर्ष १९५६ — Holder in १९५६ 1) Fowrence Salvedor Moniz 2) Edward Salvedor moniz By purchase at Rs [illegible] as per regd convence No [illegible] dated [illegible]

पट्टेदार .

इतर भार .

इतर शेरे — C.T.S. No. १०४८ belongs to the tenant Smt. Hizy Libon Farnandz.

दिनांक	व्यवहार	खंड क्रमांक	नवीन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
[illegible]	[illegible]			सही [illegible] न.भू.अ. वांद्रा
[illegible]	[illegible]			सही [illegible] न.भू.अ. वांद्रा
	[illegible]			[illegible]

खरी नक्कल – न.भू.अ.वांद्रा मुंबई उपनगर जिल्हा

THE JOINT SUB REGISTRAR [illegible]

[illegible] ३/६/१८ [illegible] ५/- ८
नक्कल तयार दि. ६/६/१८ नक्कल शुल्क ८०/-
नक्कल दिनांक [illegible] शोध शुल्क २१/-
तयार करणार [illegible] पृष्ठांक शुल्क
तपासणार [illegible] एकूण शुल्क
१२१/-

खरी प्रत
[illegible] प्रमाणन अधिकारी

(पान नं – 1)

बदर – १८
६०३० | 22 | ६०
२०२१

मालमत्ता पत्रक

विभाग/उपविभाग -- जोर्सेकरवाडा तालुका/न.भू.मा.का. -- न.भू.अ.जोडा जिल्हा -- मुंबई उपनगर जिल्हा

३८५	३८८		C		NAA included in C.T.S. No.

Survey
[illegible]
[illegible]

भूधारणाधिकार

इनामचा मूळ खाजगी धारणा १९५६ Holder in १९५६
1) Fawrence Salvador Moniz
2) Edward Salvador Moniz
by purchase at Rs. १६३३-८-० as per regd conveyance No [illegible] dated १६-६-१९४५

पट्टेदार

इतर भार

इतर हक्क C.T.S. No [illegible] belong to the tenant Shri Albert Froes

दिनांक	तपशील	रोख/कमाल	नोंदणी क्रमांक (पावती पृष्ठांक (पृ) किंमत रुपये (रु)	साक्षांकित
२७/०५/१९९१	मा.स. क्षा १९५६ च्या कलम ४७(अ) अन्वये आदेश. म.ज.म. क्षा १९५८ अन्वये जमाबंदी आकारणीमुक्त व मा.स. क्षा नाम राजस्व कार्यालयाकडून होऊ शकणारे रुपांतर केले.			
१४/०३/१९८४	कि.मी. तालुका/भूमापन न.भू.क्र. ३०४९ प्रमाणे			
२१/०१/२०१५	मा. पालकमंत्री अनुक्रमे आणि अध्यक्षांक, मुंबई उपनगर जिल्हा यांचेकडील [illegible]			
१६/०५/२०१८	प्रति, मा. जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांचेकडील आदेश क्र. जि.न.भू.अ./३३७/न.भू.कार्यालय/सं.दु./एस.आर.१७१६/२०१८/१४४२ दिनांक-१०/४/२०१८ अन्वये [illegible] कार्यालयाचा मा. अपिली प्राधिकारी न.भू.क्र. ३०५१ चे सिटसर्वे प्रतिकामट शासन आमलेखे ४१.१ चौ.मी. क्षेत्र रद्द करून त्यापुढची ७१४.९ चौ.मी. क्षेत्र शासन कोलाचे नाव दाखल केली.			
२७/०५/२०१८	आदेशान्वये, [illegible]			

फेरफार नं. -- [illegible]

बदर - १८

६७३७	२३	७०
२०२१		

मालमत्ता पत्रक

विभाग/मौजे -- कोलेकल्याण तालुका/पे.भू.स.का. -- न.भू.अ.बांद्रा जिल्हा -- मुंबई उपनगर जिल्हा

सर्व्हे नंबर/ह.नं. व	हिस्सा नंबर	पोट हिस्सा नंबर	क्षेत्र चौ.मी.	आकारणीचा प्रकार	शेरा
३५१	२४८७				

तलाठी यांचा शेरा - तहसील - न.भू.अ.बांद्रा
मुंबई उपनगर जिल्हा

..... ३६५३/१२ ..... मि.प.
नमुना नं. ६ दि. ५/३/१८ नोंदी ६
नकाशा उतारा दि. ७/३/१८ नकला शुल्क ३२८/-
..... दिनांकी दि. फायर शुल्क ५/-
एकत्रित शुल्क
पावती
प.मु.
५२८/-
न.भू.अ.

खरा प्रत

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 1 सह दुय्यम निबंधक अंधेरी क्र. १ SUBURBAN DIST. (BANDRA)

नंदर - २८
६७३६ | २४ | ७०
२०२१

(नमुना नं- २)

AS PER ORIGINAL REGISTER DEVELOPMENT AGREEMENT NO. 2979/57/117 DTD. 31/03/2016

बदर - १७/

२८७८	५७	११७
२०१६		

(51)

Annexure 5

Details of Existing carpet area and Proposed carpet areas.

Sr. No	Flat No	Name of the Members	Present Carpet Area	Extra Area Free of Cost	Total actual carpet area to be allotted by Developer
1	1	Mr. Tadpatrikar	668	167	835
2	2	Mr. R. B. Kulkarni	555	139	694
3	3	Mrs. Malti R. Vaidya	550	138	688
4	4	Mr. O. D. Manjaly	791	198	989
5	5	Mr. Selvin Manjaly	644	161	805
6	6	Mrs. Prachi P Churi	633	158	791
7	7	Mrs. Elizabeth Devassy	793	198	991
8	8	Mrs. Rekha V. Joshi	642	161	803
9	9	Mr. Wilfred Fernandes	629	157	786
10	10	Mr. Milind Kaulgud	790	198	988
11	11	Mrs. Lavina Martin	640	160	800
12	12	Mr. Anil B. Awasthi	632	158	790
13	13	Mr. R. P. Lote	532	133	665

बदर - १८

६७३७	२५	७०
२०२१		

REVISED ANNEXURE 5A

DETAILS OF EXISTING CARPET AREA AND REVISED PROPOSED CARPET AREA

Sr. No	Flat. No	Name of Member	Existing carpet area in sq. feet	Offer on carpet area 23% additional	Total area offered
1	1	Mr. Sandeep Balaram Gadmale & Mrs. Swaroopa Sandeep Gadmale	668	153.64	821.64
2	2	Mrs. Sushma Ramesh Kulkarni	555	127.65	682.65
3	3	Mrs. Malti R Vaidya	550	126.50	676.5
4	4	Mrs. Elizabeth Parackal Mr. Selvin Manjaly Mrs. Leeja Thomas Theckanath	791	181.93	972.93
5	5	Mr. Selvin Manjaly	644	148.12	792.12
6	6	Mrs. Prachi P Churi	633	145.59	778.59
7	7	Mrs. Elizabeth Devassy Manjaly	793	182.39	975.39
8	8	Mrs. Rekha V. Joshi	642	147.66	789.66
9	9	Mr. Wilfred Fernandes	629	144.67	773.67
10	10	Mr. Milind M. Kaulgud	790	181.70	971.7
11	11	Mrs. Lavina Martin	640	147.20	787.2
12	12	Mr. Anil B. Awasthi	632	145.36	777.36
13	13	Mr. Rajaram P. Lote	532	122.36	654.36

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI No. 1 ★ सह दुय्यम निबंधक अंधेरी क्र. १ ★ MUMBAI SUBURBAN DIST. (BANDRA)

बदर - १८
६७३६ | २६ | ७०
२०२१

AS PER ORIGINAL REGISTER DEVELOPMENT AGREEMENT NO. 2979/70/117 DTD. 31/03/2016

बदर - १७/		
२९७९	७०	११७
२०१९		

Annexure '8'

Hardship Compensation

Sr. No.	Flat No.	Name of the Members.	Present Carpet Area	Hardships to be provided by Developer @ Rs.1404/- per sqft
1	1	Mr.Tadpatrikar	668	937872
2	2	Mr. R. B.Kulkarni	555	779220
3	3	Mrs. Malti R Vaidya	550	772200
4	4	Mr. O.D.Manjaly	791	1110564
5	5	Mr. SelvinManjaly	644	904176
6	6	Mrs. Prachi P Churi	633	888732
7	7	Mrs. Elizabeth Devassy	793	111337
8	8	Mrs. Rekha V. Joshi	642	901368
9	9	Mr. Wilfred Fernandes	629	883116
10	10	Mr. MilindKaulgud	790	1109160
11	11	Mrs. Lavina Martin	640	898560
12	12	Mr. Anil B. Awasthi	632	887328
13	13	Mr. R. P. Lote	532	746928

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 7 MUMBAI SUBURBAN DIST. (BANDRA)

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 8 MUMBAI SUBURBAN DIST. (BANDRA)

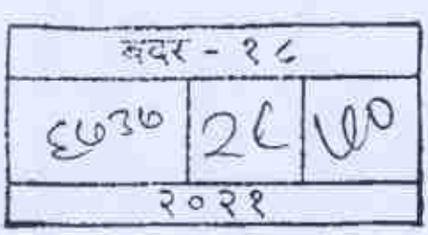
बदर - १८		
६६३०	२७	७०
२०२१		

ANNEXURE 8A

REVISED HARDSHIP COMPENSATION

Sr. No	Flat. No	Name of Member	Existing carpet area in sq. feet	Offered Corpus @1404 per sq. feet	Corpus already paid 20%	30% on vacating	50% time of possession
1	1	Mr. Sandeep Balaram Gadmale & Mrs. Swaroopa Sandeep Gadmale	668	937872	187574.4	Nil	Nil
2	2	Mrs. Sushma Ramesh Kulkarni	555	779220	155844	Nil	Nil
3	3	Mrs. Malti R Vaidya	550	772200	154440	Nil	Nil
4	4	Mrs. Elizabeth Parackal Mr. Selvin Manjaly Mrs. Leeja Thomas Theckanath	791	1110564	222112.8	Nil	Nil
5	5	Mr. Selvin Manjaly	644	904176	180835.2	Nil	Nil
6	6	Mrs. Prachi P Churi	633	888732	177746.4	Nil	Nil
7	7	Mrs. Elizabeth Devassy Manjaly	793	1113372	222674.4	Nil	Nil
8	8	Mrs. Rekha V. Joshi	642	901368	180273.6	Nil	Nil
9	9	Mr. Wilfred Fernandes	629	883116	176623.2	Nil	Nil
10	10	Mr. Milind M. Kaulgud	790	1109160	221832	Nil	Nil
11	11	Mrs. Lavina Martin	640	898560	179712	Nil	Nil
12	12	Mr. Anil B. Awasthi	632	887328	177465.6	Nil	Nil
13	13	Mr. Rajaram P. Lote	532	746928	149385.6	Nil	Nil
		TOTAL	**8499**	**11932596**	**2386519**	**0**	**0**





(65)

Annexure 'B'

Bank Guarantee

BANK GUARANTEE

बदर - १७/

२०७९	७७	११५
२०१६		

This **BANK GUARANTEE** is made and executed at ------- on this the ------ day of ---------- 2016, We ---------- Bank Limited, having our Registered office and Head office at ---------- ----------, and its branch at ---------- (hereinafter referred to as the said **"BANK"**)**IN FAVOUR OF**

---------- **CO-OPERATIVE HOUSING SOCIETY LTD.,** a Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Serial No. ---------- ---------- having its address at ---------- (hereinafter referred to as the said **"BENEFICIARY"**) for an amount not exceeding Rs. ----------/- (Rupees ---------- only)**AT THE REQUEST OF**---------- **PVT LTD,** a company incorporated under provision of Companies Act, 1956 having its registered office at ---------- ----------, the 'Developer' hereinafter referred to as the **"PRINCIPAL"** (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all its directors, its successors, administrators and assigns).

WHEREAS:

A. ---------- **PVT LTD,** the said Principal have agreed to re-develop freehold land or ground, lying and situated at, Village : ---------- ---------- in the Registration Sub-District of ---------- in Bombay Suburban District, admeasuring ---------- sq. yards or thereabouts equivalent to ---------- sq. meters and equivalent to ---------- sqft and registered in the books of the Collector of land Revenue under Survey No. ---------- and more particularly described in detail in the Schedule of Property thereunder and hereunder written(hereinafter referred to as "the said LAND"); together with ---- buildings numbered as ---------- thereon (hereinafter referred to as the said 'buildings') and the said Land and the said buildings collectively referred to as the said**"PROPERTY"**)of ---- ----- CHSL the said beneficiary, having its address at ----------

B. The said Principal and the said Beneficiaryfor the purposes of the re-development of the said Property have executed a Development Agreement dated ---------- registered with the Sub-Registrar of Assurances at ---------- at Serial No. ---------- of ---------- (hereinafter referred to as the said **"DEVELOPMENT AGREEMENT"**) upon the terms and conditions as contained therein. The said Development Agreement annexed hereto is a copy of the Development Agreement and marked as **Annexure '1'.**

बदर - १८

६७३७	२९	४०
२०२१		

बदर - १७/
२९७९ | ७२ | ९९७
२०१६

C. Pursuant to clause of the said Development Agreement the said Principal has agreed to furnish an unconditional, irrevocable and continuing Bank Guarantee which is reducible in terms of the **DEVELOPMENT AGREEMENT**infavour of the Beneficiary for a period of months from the date of its issuanceand/or any date thereafter as by written consent permitted to be extended by the Developer . The said Bank Guarantee and/or for the reduced amountthereof in terms of the **DEVELOPMENT AGREEMENT**shall be enforceable without any reference or recourse and/or demur to the Developer.

D. Pursuant to the request made by the said Principal to the said Bank, the said Bank has agreed to issue this present unconditional, irrevocable, continuing Bank Guarantee reducible in terms of the **DEVELOPMENT AGREEMENT**for a period of _____months from the date of its issuance in favour of the said Beneficiary and/or any date thereafter as by written consent permitted to be extended by the Developer, which said Guarantee and/or as it may stand reducedshall be and enforceable without any reference or recourse and/or demur to the Developer.

NOW THIS GUARANTEE WITHESSETH AS FOLLOWS:

In consideration of the aforesaid, we irrevocably and unconditionally agree & undertake to pay as primary Obligor and not merely as surety a sum of Rs. ——— /- (Rupees ---------- Only) or the reduced amount thereof in terms of the **DEVELOPMENT AGREEMENT** (hereinafter referred to as the said 'Guarantee Amount') to the said beneficiary viz. ——— **CO-OPERATIVE HOUSING SOCIETY LTD.**, immediately upon the demand made by the said beneficiary without any reference or recourse and without any demur to the Principal **PROVIDED** the said Beneficiary stating to the Bank in writing, anytime during the validity and subsistence of this Guarantee, that the said Guarantee Amount is due towards the agreed and confirmed conditions and obligations to be fulfilled and complied with by the said Principal pursuant to the terms and conditions under the said Development Agreement in favour of the Beneficiary and the said Principal has failed to carry out and/or complete/comply with the same.

बदर - १८/
६०३६ | ३० | १००
२०२२

2. The decision of the said beneficiary as to whether the said Principal has failed to fulfill and comply with its agreed and confirmed obligations under the said Development Agreement shall be final and binding on the said Bank.

3. **NOWWITHSTANDING** anything contained herein, it is unconditionally, irrevocably undertaken, recorded and confirmed in favour of the said beneficiary that:

a. Our liabilities in any case and in no circumstances shall exceed the sum of Rs.———/- (Rupees ———— only) or the sum that shall stand reduced in terms of the DEVELOPMENT AGREEMENT.

b. We shall be liable to pay provided, if a written claim or demand is lodged with the said Bank for the said Guarantee Amount during the validity and subsistence of this Bank Guarantee and not otherwise.

बदर - १७१

२८७८	०३	१९७
२०१६		

c. This Bank Guarantee is not negotiable;

d. This Bank Guarantee or the sum as reduced in terms of the DEVELOPMENT AGREEMENTshall be a continuous one, irrevocable, enforceable, valid and subsisting for a period of ——— months i.e. upto ———, from the date of issuance and/or any date thereafter as by written consent permitted to be extended by the Developer. No claim and/or demand thereafter shall be entertained by the said Bank;

e. This Bank Guarantee shall stand cancelled/discharged on the expiry i.e. ———, of a period of ——— months from the date of issuance of the same and/or any date thereafter as by written consent permitted to be extended by the Developer, whether or not the Original Bank Guarantee is returned to us;

We shall not revoke and/or cancel this Guarantee during the validity period of ——— months from the date of its issuance of the same and/or any date thereafter as by written consent permitted to be extended by the Developer save and except with the appropriate and authorized written consent of the said Beneficiary. However this Bank Guarantee shall stand reduced in terms of the DEVELOPMENT AGREEMENT upon a certificate of the Architect of the project confirming the status of development based on which the Bank Guarantee is reducible;

बदर - १८

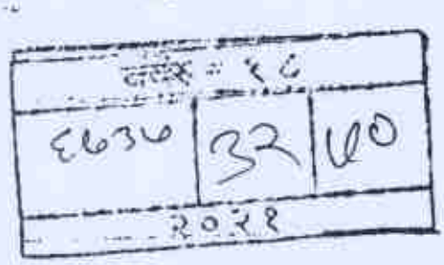
६७३७	39	७०
२०२१		

g. All the disputes related to the present Bank Guarantee shall subject to the jurisdiction of Courts in Mumbai only.

Annexure 9 A
Revised Bank Guarantee

NOT APPLICABLE





2979513
28/05/2021
Note:-Generated Through eSearch Module,For original report please contact concern SRO office.

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 6
दस्त क्रमांक : 2979/2016
नोंदणी :
Regn:63m

गावाचे नाव : 1) कोलेकल्याण

(1)विलेखाचा प्रकार	डेव्हलपमेंट अॅग्रीमेंट
(2)मोबदला	66384500
(3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	49988000
(4) मू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपाइतर वर्णन :, इतर माहिती: जमीन आणि बांधकामासह ---- सदर मिळकतीचे एकुण क्षेत्रफळ 785.94 चौरस मीटर ---- सर्वे क्र. 346,हिस्सा क्र. 1,सि. टी. एस. क्र. 3048 ते 3051,गांव कोळेकल्याण,तालुका अंधेरी ---- वाकोलावाला सह. गृह. संस्था मर्या.,वाकोला,सांताक्रुझ पूर्व,मुंबई 400055 ---- सदर दस्तावर मुद्रांक जिल्हाधिकारी,अंधेरी तालुका यांच्या महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 अन्वये अंतिम आदेश पत्र क्र. 1094 दिनांक 31/03/2016 नुसार अभिनिर्णय प्रकरण क्र. एडीजे/1100900/278/2016 ---- अभिनिर्णयाकरिता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 चे कलम 5 जी - ए,54 नुसार निर्धारित केलेले एकुण बाजार मुल्य रु.4,99,88,000/- व दस्तातील मिळकतीचे मोबदला मुल्य रक्कम रु.6,63,84,500/- आणि बँक ग्यारंटी वर एकुण मुद्रांक शुल्क रक्कम रु.33,81,725/- वसूल - भरलेले असल्याबाबत जा.क्र.अभि/आदेश/966/16 दिनांक 29-03-2016 अन्वये अंतरीम आदेश पारीत करण्यात आलेले होते. त्यास अनुसरून मुद्रांक शुल्कची भरणा कोणत्याही आक्षेपाविना दिनांक 31/03/2016 रोजी केलेला आहे ---- इतर वर्णन दस्तात नमुद केल्याप्रमाणे.((C.T.S. Number : 3048 TO 3051 ; Survey Number : 346 ;))
(5) क्षेत्रफळ	1) 785.94 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात 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:-वाकोलावाला सह. गृह. संस्था मर्या. चे चेअरमन रमेश बलवंत कुलकर्णी वय:-69; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: वाकोलावाला सह. गृह. संस्था मर्या., ब्लॉक नं: वाकोला, रोड नं: सांताक्रुझ पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400055 पॅन नं:-AABAV9492K 2): नाव:-वाकोलावाला सह. गृह. संस्था मर्या. चे सेक्रेटरी अनिल बद्रीप्रसाद अवस्थी वय:-58; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: वाकोलावाला सह. गृह. संस्था मर्या., ब्लॉक नं: वाकोला, रोड नं: सांताक्रुझ पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400055 पॅन नं:-AABAV9492K 3): नाव:-वाकोलावाला सह. गृह. संस्था मर्या. चे ट्रेझरर रेखा विनायक जोशी वय:-69; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: वाकोलावाला सह. गृह. संस्था मर्या., ब्लॉक नं: वाकोला, रोड नं: सांताक्रुझ पूर्व, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400055 पॅन नं:-AABAV9492K
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-मेसर्स देवाक्षी डेव्हलपर्स प्रा. लि. चे संचालक नितीन डी. विचारे वय:-36; पत्ता:-प्लॉट नं: रुम क्र.5965, बिल्डिंग क्र.175, माळा नं: -, इमारतीचे नाव: विक्रोळी इंद्रजीत सह. गृह. संस्था मर्या., ब्लॉक नं: कन्नमवार नगर, रोड नं: विक्रोळी पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400083 पॅन नं:-AAFCD4104L
(9) दस्तऐवज करुन दिल्याचा दिनांक	31/03/2016
(10)दस्त नोंदणी केल्याचा दिनांक	12/04/2016
(11)अनुक्रमांक,खंड व पृष्ठ	2979/2016

बदर - १६
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(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	3381725
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	
मुल्यांकनासाठी विचारात घेतलेला तपशील:-	
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



बदर - २८

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Annexure 3

A True Certified copy of the said Resolutions dated _____

VAKOLAWALA CO-OPERATIVE HOUSING SOCIETY LTD.

(Regn. No. BOM/HSG/4651 of 1975)

Saker Apt, Plot 346, Vakola, Santacruz (East), Mumbai- 400 055.

Date:

TRUE COPY OF THE RESOLUTION EXTRACTED FROM THE MINUTES OF THE SPECIAL GENERAL BODY MEETING HELD ON 23rd Feb 2016

In this meeting it was decided by 12 out of 13 members to appoint M/s.Devakshee Developers Pvt Ltd as the Developer of our Society.

"RESOLVED THAT M/s.Devakshee Developers Pvt Ltd having their office at 3rd Floor, Gaurav Plaza, RNT Road, Above Saraswat Bank Mulund (West),Mumbai 400 080, be and is hereby appointed as the Developer for redevelopment of the Society's Plot, situated at Anant Society Road, Vakola, Santa Cruz (East) Mumbai 400 055 by a majority decision of 12 out of 14(Twelve out of Thirteen) members of the society.

This is subject to the Terms and Conditions of Development Agreement and Members Individual Agreement to be agreed upon and finalised."

ON CHAIRMAN

Chairman / Treasurer / Secretary

For VAKOLAWALA CO OP. HSG. SOCIETY LTD

बदर - १७/

२०७९	५५	११७

२०१६

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI No. 1 MUMBAI SUBURBAN DIST. (BANDRA)

बदर - १८

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