520/23646 **पावती** Original/Duplicate

Tuesday,December 06 ,2022 नोंदणी क्रं. :39म

12:27 PM Regn.:39M

पावती क्रं.: 25002 दिनांक: 06/12/2022

गावाचे नाव: घाटकोपर

दस्तऐवजाचा अनुक्रमांक: करल5-23646-2022

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: मेसर्स आर डी के कन्स्ट्रक्शन्स तर्फे भागीदार नितिन पी. कामदार

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 4800.00
पृष्ठांची संख्या: 240	
एकूण:	रु. 34800.00

DELIVERED

Joint S.R. Kurla 5

बाजार मुल्य: रु.59006500 /-

मोबदला रु.148889000/-

भरलेले मुद्रांक शुल्क : रु. 7548347/-

सह. दुय्यम निबंधक
कुर्ला-५ (क्र-२)

1) देयकाचा प्रकार: DHC रक्कम: रु.800/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0612202203453 दिनांक: 06/12/2022
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0612202201066 दिनांक: 06/12/2022
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0512202211048 दिनांक: 06/12/2022
बँकेचे नाव व पत्ता:
4) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010811216202223E दिनांक: 06/12/2022
बँकेचे नाव व पत्ता:

N P Kundu

करल - ५
२३६४६ | ७ | २०२२

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0612202203453	Receipt Date	06/12/2022

Received from self, Mobile number 0000000000, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered on Document No. 23646 dated 06/12/2022 at the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

DEFACED
₹ 800
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	06/12/2022
Bank CIN	10004152022120603200	REF No.	CHL1466872
Deface No	0612202203453D	Deface Date	06/12/2022

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

THE SEAL OF THE SUB REGISTRAR OF ASSURANCES KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)



करल - ५

२३६४६ | २ | २००

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Document **H**andling **C**ha₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0512202211048	**Receipt Date**	06/12/2022

Received from SELF, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 23646 dated 06/12/2022 at the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	SBIN	**Payment Date**	05/12/2022
Bank CIN	10004152022120510196	**REF No.**	CHL1408128
Deface No	0512202211048D	**Deface Date**	06/12/2022

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

THE SUB REGISTRAR KURLA-5
MUMBAI SUBURBAN DIST. (BANDRA)



करल - ५

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Document **H**andling **C**ha₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0612202201066	Receipt Date	06/12/2022

Received from self, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 23646 dated 06/12/2022 at the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	06/12/2022
Bank CIN	10004152022120601006	REF No.	CHL1450760
Deface No	0612202201066D	Deface Date	06/12/2022

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

THE SUB REGISTRAR KURLA-5
सह दुय्यम निबंधक कुर्ला-५ यांचे कार्यालय
MUMBAI SUBURBAN DIST. (BANDRA)
मुंबई उपनगर जिल्हा (वांद्रे)

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0612202203453	**Date**	06/12/2022
Received from self, Mobile number 0000000000, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	SBIN	**Date**	06/12/2022
Bank CIN	10004152022120603200	**REF No.**	CHL1466872
This is computer generated receipt, hence no signature is required.			

कुरला - ५

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THE SUB REGISTRAR MUMBAI SUBURBAN DIST. (BANDRA)



Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0612202201066	**Date**	06/12/2022
Received from self, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	SBIN	**Date**	06/12/2022
Bank CIN	10004152022120601006	**REF No.**	CHL1450760
This is computer generated receipt, hence no signature is required.			

करल - ५

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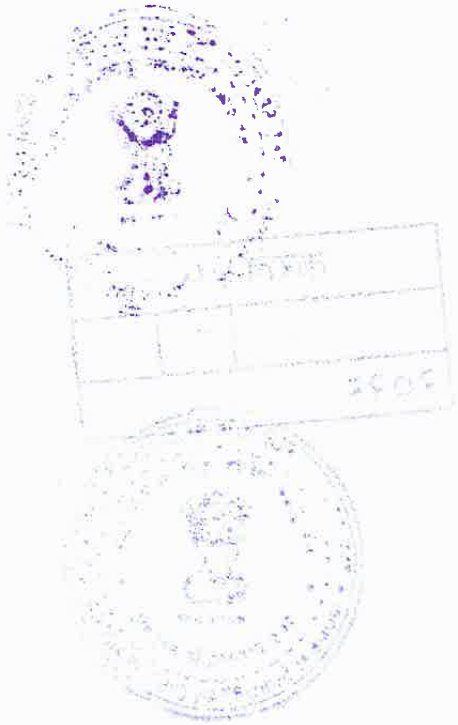
२०२२

THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)



Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0512202211048	**Date**	05/12/2022
Received from SELF, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	SBIN	**Date**	05/12/2022
Bank CIN	10004152022120510196	**REF No.**	CHL1408128
This is computer generated receipt, hence no signature is required.			





करल - ५
२७९८६ | ७ | २०२२

CHALLAN
MTR Form Number-6

GRN	MH010811216202223E	BARCODE		Date	18/11/2022-12:03:48	Form ID	

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Registration Fee Ordinary Collections IGR	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	KRL5_JT SUB REGISTRAR KURLA NO 5	**Full Name**	RDK CONSTRUCTIONS
Location	MUMBAI		
Year	2022-2023 One Time	**Flat/Block No.**	JAYANTHI CHS LTD, FP NO 353/21
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030063301 Amount of Tax	30000.00	**Road/Street**	GARDEN AVENUE ROAD, OFF R B MEHTA ROAD, GHATKOPAR EAST
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 7
		Remarks (If Any)	
		SecondPartyName=JAYANTHI CHS LTD	
Total	30,000.00	**Amount In Words**	Thirty Thousand Rupees Only

DEFACED ₹30000.00 DEFACED

Payment Details	STATE BANK OF INDIA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	00040572022111828867	CKV4217456
Cheque/DD No.		Bank Date	RBI Date	18/11/2022-01:49:04	19/11/2022
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		323 , 19/11/2022	

Department ID : Mobile No. : 8097700026

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

सदर चलन केवळ दस्तम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Signature Not Verified
Digitally signed by DS DIRECTORATE OF ACCOUNTS AND TREASURIES MUMBAI 02
Date: 2022.12.06 12:27:31 IST
Reason: GRAS Secure Document
Location: India

Challan Defaced By : Remark :

Sr. No.		Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-520-23646	0005798644202223	06/12/2022-12:26:56	IGR561	30000.00
			Total Defacement Amount		**30,000.00**

Print Date 06-12-2022 12:27:31



CHALLAN

MTR Form Number-6

करल - ५
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GRN MH010811216202223E	**BARCODE**	**Date** 18/11/2022-12:03:48	**Form ID**

Department Inspector General Of Registration		**Payer Details**	
Type of Payment Registration Fee Ordinary Collections IGR		**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name KRL5_JT SUB REGISTRAR KURLA NO 5		**Full Name**	RDK CONSTRUCTIONS
Location MUMBAI			
Year 2022-2023 One Time		**Flat/Block No.**	JAYANTHI CHS LTD, FP NO 353/21
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030063301 Amount of Tax	30000.00	**Road/Street**	GARDEN AVENUE ROAD, OFF R B MEHTA ROAD, GHATKOPAR EAST
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 7 7
		Remarks (If Any)	
		SecondPartyName=JAYANTHI CHS LTD	
		Amount In Words	Thirty Thousand Rupees Only
Total	30,000.00		

THE SEAL OF THE SUB REGISTRAR ... MUMBAI SUBURBAN DIST. (BANDRA)

Payment Details STATE BANK OF INDIA		**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	00040572022111828867	CKV4217456
Cheque/DD No.		Bank Date	RBI Date	18/11/2022-12:05:04	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

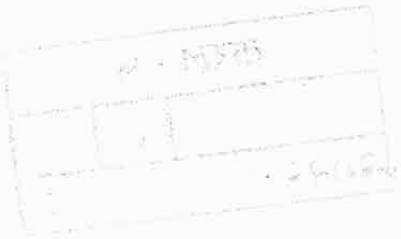
Department ID :

Mobile No. : 8097700026

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 लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Print Date 18-11-2022 05:20:51





मुद्रांक जिल्हाधिकारी, कुर्ला यांचे कार्यालय

तळमजला,नविन प्रशासकीय इमारत,आर.सी. मार्ग,चेंबूर मुंबई-७१

जा.क्र/ मुजीकु / आदेश /6959 / 22 दि. 17/11/2022

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

करल - ५

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निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक **ADJ/758/2022/K** , M/s. RDK Constructions यांनी दिनांक 07/11/2022 रोजी Development Agreement चा दस्त अभिनिर्णयाकरीता सादर केलेला आहे. सदर दस्तातील तपशिल खालील प्रमाणे

Particulars	Description
Date of execution	Unexecuted
Type of Document	Development Agreement
The Society	Jaynthi CHS. Ltd.
The Developer	M/s. RDK Constructions
Detail of the Property	
Village	Ghatkopar – Kirol
Taluka	Kurla
Plot Area	1104.40 sq.mt
C.T.S No	5743/21, TPS III Final Plot No. 35
Zone 2022/23	103/493 - Village - Ghatkopar – Kirol
Rate per sq.mt	
Land Rate	Rs. 72,550/-
Const.Cost	Rs. 30,250/-
Resi. Rate	Rs. 1,54,370/-

संबंधित दस्ताबाबत सहाय्यक नगर रचनाकार यांनी खालील प्रमाणे अहवाल सादर केला आहे.

अभिनिर्णयाकरीता प्राप्त झालेला उपरोक्त दस्त् हा Development Agreement चा दस्त् असुन निष्पादित झालेला नाही. दस्ताचे अवलोकन केले असता असे दिसुन येते की, दस्तात नमुद Sheduled नुसार भुखंडाचे एकुण क्षेत्र ११०४.४० चौ.मी आहे. त्यावर सोसायटीची जुनी इमारत असुन त्यामध्ये एकुण ३० सभासद आहेत. सोसायटी सदर दस्ताद्वारे सदर मिळकतीचे विकसनाचे अधिकार विकासकास देत आहे. दस्तात नमुद केल्यानुसार सभासदाच्या ताब्यात एकुण १५९७.०२ चौ मी अस्तित्वातील बाधिव क्षेत्र असुन सदर सदनिकेच्या मोबदल्यात विकासक नविन इमारतीमध्ये सभासदास एकुण २०३०.०७ चौ मी बाधिव क्षेत्र विनामुल्य देणार आह, तसेच कार पार्कीग देणार आहे. दस्तात नमुद केल्यानुसार विकासक सभासदाना भाडे , बॉकरेज व शिफ्टींग चार्जेस इत्यादी देणार असल्याचा उल्लेख आहे दस्तासोबत अर्जदार यांनी बृहन्मुंबई महानगरपालीकेचा D P Remarks व त्यासोबत असलेला block Plan जोडलेला आहे. सदर भुंखंडास ९.१५ मी या रुंद रस्त्यावर स्थित असल्याने बृहन्मुंबई महानगरपालिका सुधारीत विकास नियंत्रण नियमावली – २०३४ मधील नियम क्रमांक ३०, टेबल क्रमांक १२ नुसार FSI अनुज्ञेय राहील .

उपरोक्त् बाबी विचारात घेता भुखंडधारक मिळणा-या बांबीचे मुल्य् हे जमिन मालकास मिळणा-या हिश्श्याचे मोबदल्याचे मुल्य् म्हणुन विचारात घेणेत येत आहे. तसेच सदर भुखंडावर अनुज्ञेय असलेला मुळ FSI, TDR आणी Fungible FSI विचारात घेवुन त्यानुसार भुखंडावर अनुज्ञेय होणारे बांधकामातुन भुखडंधारक यांना विनामोबदला मिळणारे बांधकाम क्षेत्रा वजा जाता विकासकास विक्रीसाठी उपलब्ध क्षेत्राचे जमिनदराने येणारे मुल्य

हे विकसनकर्ताला मिळणा-या हिश्याचे मुल्य म्हणुन विचारात घेणेत येत आहे. वरील दोन्ही मुल्यापैकी जास्तीचे मुल्य हे या दस्ताचे मुल्य बाजारमुल्य म्हणुन विचारात घेणेत येत आहे.

कोरल - ५

सबब प्रस्तुत प्रकरणी बाजारमुल्य मार्गदर्शक सुचना व सन २०२२ - २०२३ नुसार मुल्यांकन खालीलप्रमाणे

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Net Plot Area							**1104.40**
Permissible FSI (AS PER DCPR 2034, RULE 30 TABLE 12)-							2.00
Permissible Builtup area							2208.80
Fungible FSI (35%)							773.08
Permissible Builtup area -							2981.88
		Builtup area (Sq.mt)				Value in Rupees	
Basic 1 FSI	1104.40	1104.40	X	72550		₹	8,01,24,220
Premium Paid Addl FSI	552.20	552.20	X	72550	x 0.65	₹	2,60,40,372
TDR	552.20	552.20	X	72550	x 0.70	₹	2,80,43,477
Fung.FSI	773.08	773.08	X	72550		₹	5,60,86,954
Total	2981.88					₹	19,02,95,023 A
Less Value of Fungible FSI premium						₹	54,37,118 B
	773.08	1597.02	x	35%	558.96		
	214.12	x 72550	x	35%			
TOTAL VALUE						₹	18,48,57,904
Nos of Society member							30
Area retained by Society							2030.07
Bal area available to developer							951.81
	2981.88	2030.07					
Value of Developers area						₹	5,90,06,265
₹ 18,48,57,904	2981.88	X 951.81				**Say**	**Rs. 5,90,06,500/-**

CONSIDERATION

Const. cost of area retained by Owmer -							₹ 6,44,80,098 A
	2030.07	X 30250	X	1.05			
Rent							₹ 4,78,20,494 B
	14320	X 70	X	12	12028800		
	14320	x 77	x	12	13231680		
	14320	X 84.7	X	12	14554848		
	14320	X 93.17	X	6	8005166		
Brokerage							₹ 10,02,400 C
	14320	X 70	X	1	1002400		
Shifting							₹ 6,00,000 D
20000		x 30			600000		
Hardhip Compensation / Corpus Fund							₹ 1,43,20,000 E
	1000	**x** 100.00%	x	14320	14320000		
security Deposit / Refundable Deposit							₹ 5,25,000 F
	2500000	**x 6.00%**	**x**	**3.5**	**525000**		
Parking							₹ 31,19,531 G
	30	X 13.75	X	30250	X 0.25		
Development Charges under MR&TPAct							₹ 29,45,632 H

	2030.07	X	**72550**	X	2%	
Soc Off/s.cabin /gym						₹ 25,66,108 I
	84.83	X	30250			
Infrastructure charges						₹ 1,03,09,710 J
	2030.07	X	72550	X	7%	
PMC Expenses						12,00,000 K
TOTAL VALUE (A TO K)						₹ 14,88,88,973

करल - ५
२३८६ | ११ | २००
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Say Rs.14,88,89,000/-

Security Flat Value Rs — Rs.2,07,79,263/-
1254 x 1.1 /10.76 x 154370 x 1.05 — Say Rs. 2,07,79,500/-

वरील प्रमाणे दस्तातील मिळकतीचे मोबदला रक्कम Rs.14,88,89,000/- हे बाजारमुल्य. मुल्य Rs. 5,90,06,500/- जास्त असल्याने ते बाजारमुल्य मुल्य Rs.14,88,89,000/- (Rupees Fourteen Crore Eighty Two Lac Five Thousand Only) ग्राहय धरुन त्यावर मु.शु. आकारणे योग्य असुन त्याप्रमाणे मुद्रांक शुल्क आकारणी खालीलप्रमाणे

M.V.	Article	Stamp Duty
Rs. 14,88,89,000/-	**5(g-a)**	**Rs. 74,44,450/-**
Value Of Security Flat Rs. 2,07,79,500 /-	**54**	**RS. 1,03,897/-**
		Rs.75,48,347/-

सदर सहाय्यक नगर रचनाकार यांचे अहवालानुसार अर्जदार यांस दि. १०/११/२०२२ रोजी मुद्रांक शुल्का बाबतचे अंतरीम आदेश देण्यात आले होते. त्या अंतरिम आदेशाच्या , M/s. RDK Constructions यांनी रोजी दि. १५/११/२०२२ चे पत्रान्वये , M/s. RDK Constructions सदर मुद्रांक शुल्क मान्य असुन त्याबाबत कोणताही आक्षेप नसल्याचे कळविले आहे.

करीता मी श्री हरिश्चंद्र बा. पाटील मुद्रांक जिल्हाधिकारी, कुर्ला मला प्राप्त अधिकारान्वये खालील प्रमाणे आदेश पारित करत आहे.

अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या दस्तास महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या अनुसुची १ मधील अनुच्छेद 5(g-a),54 नुसार मुद्रांक शुल्क रु. ७५,४८,३४७/- देय असल्याबाबत जा.क्र. अभि /आदेश/६९१८ दि. १०/११/२०२२ अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपाविना पक्षकार यांनी केला असल्याने दि. १७/११/२०२२ रोजी विरुपित केलेल्या चलना वरुन दिसून येत असल्याने दि. १०/११/२०२२ रोजीचा अंतरिम आदेश हा अंतिम आदेश म्हणून कायम करण्यात येत आहे.

२. प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही हयाबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहील त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, कुर्ला हे जबाबदार राहणार नाहीत.

३. एकुण पाने १ ते ९३ आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.

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२३ ऑक्टो २०२२

४. सदरील आदेशातील बाजारमुल्याबाबत म. मु. अ १९५८ च्या कलम ३२ – ब नुसार अपील करावयाचे असल्यास, आदेशाच्या दिनांका पासुन ६० दिवसाच्या आत मा. अपर मुद्रांक नियंत्रक मुंबई प्रधान मुद्रांक कार्यालय, नगरभवन फोर्ट मुंबई- ०१ यांचे समक्ष करता येईल.

सदर अंतिम आदेश हे महाराष्ट्र मुद्रांक अधिनियम १९५८ चे कलम ५३ अ चे अधिन राहुन देण्यात येत आहे, याची नोंद घ्यावी.

(हरिश्चंद्र पाटील)
मुद्रांक जिल्हाधिकारी कुर्ला.

प्रति	M/s. RDK Constructions
पत्ता	Unit No. 1 Plot NO. 32-33, tps-1, Velji Shivji Wadi. Hingwala Lane,Ghatkopar (W).Mumbai -77
प्रत	सह दुय्यम निबंधक कुर्ला कार्यालय क्र.१/२/३/४/५
Signature	
Name of authorized person	
Mobile No	

CHALLAN
MTR Form Number-6

GRN MH010512307202223M	BARCODE	Date 14/11/2022-11:21:00	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 / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	CSK_COLLECTOR OF STAMPS KURLA	Full Name	RDK CONSTRUCTION
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	
Account Head Details	Amount In Rs.	Premises/Building	
0030050801 Amount of Tax	7548400.00	Road/Street	
		Area/Locality	
		Town/City/District	
		PIN	
		Remarks (If Any)	ADJ/1100901/758/2022/K
Total	75,48,400.00	Amount In Words	Seventy Five Lakh Forty Eight Thousand Four Hundre d Rupees Only

DEFACED 7548400.00 DEFACED

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572022111410194	CPACFFOET9
Cheque/DD No.		Bank Date	RBI Date	14/11/2022-00:00:00	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		520 , 15/11/2022	

Department ID : Mobile No. : 9819190291

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

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

Challan Defaced Details

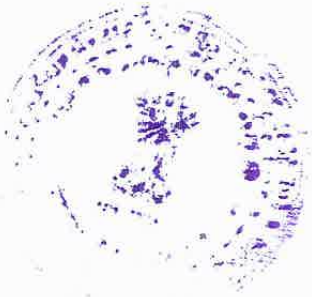
Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1		0005317668202223	17/11/2022-13:22:09	IGR241	7548400.00
			Total Defacement Amount		75,48,400.00

Print Date 17-11-2022 01:22:12

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२७६०८	५४	३१
२०२२		







GRN No :- MH010512307202223M - Dt. 14/11/2022
Deface No :- 0009317668202223 — Dt - 17/11/2022

A.V :- RS.148889000 +
Security Flat Value
RS. 20779500/-
M.V :- RS. 59006500/-
Area :- 1104.40 Sq Mt

Certificate u/s 32 (1) of the Bombay Stamp Act, 1958
Office of the
Collector of stamps, Kurla
ADJ No. 1100901/758/22/K/796/m
Dated 15/11/2022
Received from Shri/M/s. RDK Construction
Residing at .....
Stamp duty of Rs. (7548400/- Seventy Five Lacs Forty Eight Thousand Four Hundred only
Vide Challan No. 9705 Dated 14/11/2022
Certified under Section 32 (1) (b) of the Bombay Stamp Act, 1958 that the full duty Of Rs. (7548347/- Seventy Five Lacs Forty Eight Thousand Three Hundred Forty Seven only
With which this instrument is chargeable Has been paid u/article No. 5(g-a), 54
Of Schedule
This Certificate is subject to the provisions Of section 32 A of Bombay Stamp Act, 1958
Place Kurla
Date 15/11/2022
Collector of Stamps Kurla

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हे प्रमाणपत्र "मुंबई मुद्रांक अधिनियम १९५८ अन्वये असलेल्या नियमानुसार निर्गमित केलेले आहे. पुर्तता उक्त दस्त नोंदणीसाठी नोंदणी अधिकारी-यासमोर दाखल करतांना. सदर प्रमाणपत्र हे उक्त अधिनियमातील तरतुदी नुसार नोंदणी अधिकारी दस्त नोंदणी कार्यवाही करतील."

सहाय्यक जिल्हाधिकारी कुर्ला

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at Mumbai on this 06th **day of** December, 2022

ADJUDICATION FEE 100/-

BETWEEN

JAYANTHI CO-OPERATIVE HOUSING SOCIETY LIMITED, having its PAN NO. AAAAJ8851F, a Society registered under the Maharashtra Co-Operative Societies Act, 1960 bearing Registration No. BOM/HSG/1941 dated 27/12/1968 and having its address at 353/21, R B Mehta Road, Ghatkopar (East), Mumbai 400077, hereinafter referred to as "THE SOCIETY", through the Members of the Society and its Office Bearers [1] Shri Anil Bhayani, The Hon'ble Chairman [2] Shri Rajesh Mall, the Hon'ble Secretary & [3] Shri. Manish Doshi, the Hon'ble Treasurer, being the Authorized

NDK RDK

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Signatories appointed and nominated pursuant to the Resolution passed in Special General Body Meeting dated 27th October 2022 [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and the successors of the Society and the members of the Society including committee members, representatives, authorized signatories and, their heirs, successors, administrators and permitted assigns and all persons claiming through members] of the **FIRST PART**

AND

M/s RDK Constructions, a partnership firm constituted under the Indian Partnership Act, 1962 and having its registered office at Unit No.1, Ground Floor, Plot No.32-33, TPS-1, Velji Shivji Wadi, Hingwala Lane, Ghatkopar (East), Mumbai-400077 through its Partners (1) Mr. Nitin Kamdar and (2) Mr. Rakesh Kanani, hereinafter referred to as "**THE DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and their respective heirs, executors and administrators) of the **SECOND PART**;

AND

Sr No.	Existing Flat No.	Name Of the Member/s and their PAN Nos
1	A-1	MRS. REMADEVI PRABHAKARAN, AQDPP7989A
2	A-2	MRS. MINAXI BHUPATBHAI DOSHI, AHZPD3739M & MR. BHUPATBHAI V. DOSHI, AACPD7691N
3	A-3	MR. RITESH ASHOK MAJITHIA, AICPM4497R
4	A-4	MR. RAMESH D GADA, ACEPG8575A
5	A-5	MRS. LALITHA SANKARARAMAN, ACRPS9078F
6	A-6	MRS. KASTURI S. MYLAVARAPU, ANGPM9959F
7	A-7	MRS. DEVANGANA A. MODY, ANCPM3846K & MRS. ALPA RAJESH MALL, AJAPM1824D
8	A-8	MS. SUKHBIR KAUR SHAHID, GNMPS9455Q

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Sr No.	Existing Flat No.	Name Of the Member/s and their PAN Nos
9	A-9	MRS. ASHAJYOTHI TILAK UTCHIL, AAVPU9500
10	A-10	MR. RAJESH GANESHDAS MALL, ADOPM8397H & MRS. ALPA RAJESH MALL, AJAPM1824D
11	A-11	MR. DHIRAJLAL TRIBUVANDAS BHUVA, AAMPB7858H
12	A-12	MR. BHAVESH M SHAH, AKSPS4166P & MRS. BHARATI B SHAH, BAGPS6859C
13	A-13	MR. JINENDRA B. SHAH, AABPS6366A
14	A-14	MR. DEEPAKKUMAR MANSUKHLAL DESAI, CKDPD5856L
15	A-15	MRS. NEELAM P GUPTA, AERPG8366A & MR. ROHIT P. GUPTA, AABPG6926G
16	B-16	MR. HARISHCHANDRA P. MEHTA, AALPM0194N
17	B-17	MR. ANKITKUMAR JAYSUKHLAL SHAH, BPQPS4175C & MR. JAYSUKHLAL LALJI SHAH, AEGPS5195G
18	B-18	MR. HITESH KANTILAL AJMERA, ACUPA5661R & MRS. ANITA HITESH AJMERA, AIMPA2142H
19	B-19	MR. MAHIPAT BABULAL SHAH, AACPS6682A & MR. SMIT MAHIPAT SHAH, DDUPS9880Q
20	B-20	MR. NAILESH PREMCHAND MALDE, AADPM0656R & MR. VINOD PREMCHAND MALDE, AADPM0657Q
21	B-21	MR. RAJESH MOHANLAL SHAH, AKHPS8084P & MRS. DIPIKA RAJESH SHAH, AALPS6171M
22	B-22	MR. ANILKUMAR J. BHAYANI, AAAPB6287G
23	B-23	MR. NAVINCHANDRA H. SHAH, AADPS9643Q
24	B-24	MRS. SHILPA S. DESAI, AKMPD8514E & MRS. SWATI S DESAI, AQQPD7722C
25	B-25	MR. KAUSHIK MAHENDRA MEHTA, AALPM9909M
26	B-26	MR. MANISH C. DOSHI, AABPD0852C
27	B-27	MRS. JAYSHREE K JOISHER, AAIPJ3811A & MR. KIRAN K JOISHER, AAIPJ2430K
28	B-28	MR. ASHOK P KHETIA, AADPK9633J & MRS.DAKSHA A KHETIA, ADMPK6188L
29	B-29	MR. VIPUL SURESH GANDHI, AKYPG1933E & MRS. NIYATI VIPUL GANDHI, AMSPS9696Q

THE SUB REGISTRAR MIRA-BHAYANDAR & VASAI-VIRAR

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Sr No	Existing Flat No.		Name Of the Member/s and their PAN Nos
30	B-30		MRS. NEELAM P GUPTA, AERPG8366A

the above being all adults, Indian and the members of the said JAYANTHI CO-OPERATIVE HOUSING SOCIETY LIMITED, having their respective addresses at flat numbers given above in the building Jayanthi CHS, Final Plot No. 353/21, TPS-III, Garden Avenue Road, Off R.B. Mehta Road, Ghatkopar, Mumbai-400077 and hereinafter collectively referred to as "**THE MEMBERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mentioned include his/her their heirs, legal representative, executors and administrators and successors) of the **THIRD PART**.

WHEREAS:

A. The Society is the owner of and seized and possessed of all that piece and parcel of Land bearing Final Plot No. 353/21 in TPS-III, Ghatkopar admeasuring 1104.40 Sq. Mtrs. of Village Ghatkopar Kirol lying and situated at Garden Avenue Road, Off R.B. Mehta Road, Ghatkopar within the Registration District of Suburban Mumbai (hereinafter referred to as the "**said Land**") and more particularly described in the **First Schedule** hereunder by way of execution of Conveyance Deed dated 5th March 1969 bearing Registration no. 660 of 1969 dated 22/03/1969 with the Sub Registr of Assurances, Bandra. A copy of the Property Card reflecting the name of the Society in respect of the said Land is annexed hereto as "**Annexure A**" A copy of the CTS Plan of the said Land is annexed hereto as "**Annexure B**"

B. The Society in accordance with the approved and sanctioned building completion plan granted by the MCGM under no. CE/762/BS-I/AN dated 18th March 1969 had duly constructed on the said Land, one Building with 02 Wings viz. "A" Wing comprising of stilt/ground plus 3 (Three) Upper Floors & "B" Wing comprising of stilt/ground plus 3 (Three) Upper Floors having a Total Carpet Area of 14,320

Square Feet and comprising of 30 Nos. Residential Flats of various sizes and areas in the building (hereinafter referred to as **'the said Building'**) and thereafter allotted the said flats to various members which are in use occupation and possession of the 30 members of the Society. Each of the members are also holders of five shares of Rs. Fifty Each of the said Society. A list of the existing members along with their Flat numbers, Area of the Flat and their respective Share distinctive numbers and share certificate numbers is annexed hereto as **"Annexure C"** (hereinafter referred to as 'Members' Existing Flats').

C. Out of the said 30 members, 1 (One) member, Mr. Anilkumar Bhayani, has availed loan facilities and mortgaged or encumbered his flat, B-22 with his bank. The Member/s and the Society agree that it shall be the responsibility of the Member and the Society to deal with the respective banks and ensure the banks do not object to or create any impediments concerning the redevelopment.

D. The Society has hereby informed to the Developer that they have misplaced original Conveyance Deed dated 5th March 1969 bearing Lodging Registration no. 660 of 1969 dated 22/03/1969 with the Sub Registrar of Assurances, Bandra, pursuant to which the Society is the owner of the said Property (**'the said Conveyance Deed'**). The Society has informed to the Developer that in spite of due diligence and extensive search Society has not been able to procure/trace the original Conveyance Deed. The Society has lodged police complaint dated 15-09-2022 in this respect and a copy of police complaint is annexed herewith and marked as **"Annexure-D"**. The Society hereby agrees, accepts and undertakes that Society is the owner of and has right, title and interest in the said Property and shall execute and register Indemnity Bond in favour of the Developers in this respect.

E. The said Building belonging to the Society has become old and dilapidated. In view of this, the Existing Members have explored the feasibility of carrying out the redevelopment of the said Property by demolishing the existing building/s and reconstruct at place thereat New Building/s on the said Property by utilizing and

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consuming the entire FSI as may be permissible on the said Property under the provisions of DCPR 2034;

F. The Society accordingly sought offers from various Developers to redevelop the said Property. The Developers after due discussion and negotiation with the Members of the Society submitted their broad offer citing the consideration and monetary compensation and various terms and conditions for redevelopment. A copy of the Developer's Offer Letter dated 21st October 2021 is annexed hereto and marked as "**Annexure E**".

G. After due discussion and deliberation and negotiations with the Developers, the Society in the said General Body Meeting held on 17th January 2022 unanimously accepted the Offer dated 21st October 2021 of the Developers herein and passed a Resolution dated 17th January 2022 appointing the Developers herein as Developer for grant of development rights for redevelopment of the said Property. A copy of the said Resolution passed by the Society appointing the 'Developer' is annexed hereto and marked as "**Annexure F**" hereto.;

H. The Society also finalized the other terms and conditions and issued a Letter of Intent dated 18th January 2022 in favour of the Developers for getting the said Property re-developed through the Developers subject to execution and registration of a Development Agreement. The said Letter of Intent has been duly received by the Developer and the Developer has accepted the contents thereof. A copy of Letter of Intent dated 18th January 2022 along with the acceptance of the Developers is annexed and marked as "**Annexure G**" hereto;

I. Pursuant to the issue of the said LOI, the Society have, mutually with the Developers, at the costs and expenses of Developers, got submitted to the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM") plans for the proposed new building consuming part of the total FSI permissible and the MCGM has and approved the concession plan and it is under process for issuance of Intimation of Disapproval (hereinafter referred to as "IOD") proposed under file no. P-

10256/2022/(353-21)/N Ward/FP for constructing a new building comprising of Ground + 12 (Twelve) floors on the said Land. A copy of the said approved concession plans are annexed hereto at **"Annexure H"**.

J. The Society has put up the draft of this Development Agreement, Power of Attorney and Individual consent of the Members before the Special General Body Meeting of members held on 31st July 2022 and the members have unanimously passed resolutions accepting the same and have also approved the draft of this Development Agreement, Power of Attorney, Agreement for Permanent Alternate Accommodation and Individual consent and the further proposed Building Plans and have authorized the Office bearers to sign, execute and register the said Documents on behalf of the Society. The Society had also put up the sanctioned plans before the Special General Body Meeting of members and the allotment of new flats in favour the existing members of the Society in the New Building as per the sanctioned plans is also approved by the members by unanimously passing resolution accepting the same. A copy of the said Resolution dated 31st July 2022 is annexed hereto and marked as "**Annexure I**".

K. The Developers have represented, assured and warranted unto the Society that:

a. They are aware that as per the property card provided by the Society, the total plot area of the Society is admeasuring about 1104.40 Sq. Mtrs and they have also verified photocopies of sanction plans of existing building of the Society and that there are 30 members of the Society and the total carpet area utilized by all the existing flat members is about 14,320 Sq. Ft.

b. They have also verified the nature and tenure of the said Plot and ascertained the permissible FSI, TDR & Compensatory Fungible FSI permissible on the said Plot in conformity with DCPR-2034 Policy of MCGM.

c. They have also ascertained the various NOC's and permissions to be obtained from various statutory authorities for redeveloping the said Plot

d. They are entering into this Development Agreement after evaluating and satisfying themselves about the viability of the same.

e. The Developer, Society and each Member shall execute a separate 'Permanent Alternate Accommodation Agreement' (hereinafter referred to as "PAAA"), in respect of the new premises to be allotted to the Members in the new building, in lieu of the Members' Existing Flats. This Development Agreement will be the principal document/instrument and sufficient Stamp duty shall be paid by the Developer as prescribed in Schedule -1 of Maharashtra Stamp Act, 1958 on the principal document to be executed in order to facilitate further several agreements that will be needed to complete this Redevelopment Project including the PAAAs with the Members which will be considered as secondary instruments.

L. The Society have represented, assured and warranted unto the Developers that:

a. The title of the Society to the said Property is clear and marketable and free of all encumbrances of any nature whatsoever and free of all reasonable doubts.

b. Save and except the mortgage/lien/charge created on Flat no. B-22, there are no encumbrances, mortgages, charges, leases, tenancies, occupancies, licenses and/or any other rights, benefits, interests and/or claims of any third party / parties subsisting in respect of the said individual flats of the Members or any part/s thereof.

c. The Society states and confirms that the said original Conveyance Deed is not handed over or deposited with anybody, with an intent to create mortgage or charge over the said Property or any part thereof nor has the Society produced the said Conveyance Deed in any court or before any authority as a security.

d. The Society has not done or caused to be done any acts/ omissions whereby the Society is prevented from making any of the statements, representations and confirmations contained in this Agreement.

e. The Society has not offered the said Property or any part thereof as security for payment of any money or for performance of any obligations and that the Society has

not deposited and/submitted the original documents of title relating to the said Property with any person as security as and by way of equitable mortgage and the said Property are free from all encumbrances, mortgages, and litigations.

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f. The Society during the subsistence of this Agreement and entire redevelopment project shall not create any charge, mortgage, or third party rights or interest in the said Property or any part thereof in favour of anyone else, nor shall transfer or agree to transfer or sell the said Property or any part thereof to anyone else .

g. There are no legal proceedings pending in any court of law either Civil, Revenue, Criminal, Municipal, Local Authorities or even otherwise pertaining to, concerning and/or relating to the said Property or any part thereof nor has any such proceedings been decided and/or adjudicated upon so that under any decree order, judgment etc. of any courts of law, whereby the right of the Society and/or of Assignors to enter into this Agreement is affected, curtailed or restricted in any manner whatsoever.

h. The Society declares that they have not received any notice for acquisition or requisition of the said property or any part thereof from any public authority which may adversely affect the marketability of title of the said property and/or further development or redevelopment thereof as at present, nor is the Society aware of any proposal, notification or notice made or issued by any authority proposing to acquire and/or requisition or reserve the said property or any part of the said Properties for any public purpose.

i. There are no agreements or arrangements entered into by the Society nor has the Society accepted any amount by way of earnest deposit, consideration, loan, mortgage, partnership, joint venture, sale deed, agreement for sale, lease deed, or otherwise howsoever from anyone else for grant of development or re-development rights in respect of the said property or any part thereof.

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j. That the Central Government, State Governments, M.C.G.M., MHADA, Public Works Departments, or any other authority have not reserved the said property or any part thereof for any public or other purpose whatsoever.

k. No part of the said Property is subject to any easement, quasi easement or onerous or restrictive covenant or condition adversely affecting its development or redevelopment, user thereof.

l. That the said Society has not done any act, deed, matter, and thing whereby the development or redevelopment of the said properties by the Developers may be obstructed and/or prevented.

m. That the Society has not agreed, committed, contracted or entered into any agreement for development of the said property or any part thereof to any person or persons other than the Developers and that the Society has not created third party rights or any other encumbrances on the said property or on any part thereof.

n. The Members of the Society are seized and possessed of or otherwise well and sufficiently entitled to their respective premises as set out in Annexure C hereto. The Members further represent that besides them, save and except the mortgage/lien/charge created on Flat no. B-22, no one else had or has got or was or is claiming to have or otherwise entitled to claim any share, right, title and interest of any nature or to any extent whatsoever to their respective premises or any part thereof.

o. The Society and its Members have good right, full power and absolute authority to enter into the present Agreement and the premises in possession of individual member of the said society is not subject to any litigation or Court Order.

p. All outgoings in respect of the Society's Property and respective premises occupied by each member of the Society have been paid by the Society and/ or its Members regularly and up to date and nothing is in arrears or unpaid and no action or notice or warrant for recovery has been issued to or received by or served upon the Society and/ or its members or anyone on their behalf in respect of the premises



occupied by the members of the Society on the said Property or for the said property or any part thereof.

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q. There are no wealth Tax, Income Tax, GST or any other taxation proceedings whether for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the rights of the Society herein to enter into this Agreement for Redevelopment is adversely affected.

r. That no notification is issued, or received by the Society under any Ordinance, Act, Statute, Rules and Regulations (State or Central) affecting the said property or any part or portion thereof

s. The said Property or any part thereof is not reserved for any public purpose.

t. Neither any Member or joint Member of the Society is a minor below the age of 18 years.

u. The Society will carry out all its statutory obligations including but not limited to obligations under the provisions of Maharashtra Co-operative Societies Act, 1960 and the Rules made there under and its bye laws as may be necessary for undertaking the Redevelopment of the said Property as contemplated hereunder.

M. The Parties hereto are recording in writing the terms and conditions agreed between them in respect of the Development Agreement in the manner hereinafter appearing.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH THAT AND THE PARTIES HERETO DECLARE, CONFIRM, AGREE AND RECORD AS FOLLOWS:

1.

1.1 The Parties hereto warrant the correctness of the statements made in the foregoing recitals and consciously believe them to be true and the Parties hereto have agreed to enter into this Development Agreement and to undertake various obligations hereunder written. The recitals of this Agreement shall form part of the

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operative part of this Development Agreement and the same shall be deemed to have been incorporated in the operative part of this Development Agreement

1.2 ENTIRE AGREEMENT

This Agreement together with all documents executed contemporaneously with it or annexed herewith, constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior arrangements, understandings and offers whether oral or written with respect to such subject matter, including Developer's offer letter dated 21st October 2021, in case of any ambiguity.

1.3 CONTEXT CONNOTATION

In this Agreement unless there is anything inconsistent with or repugnant to the subject or context (a) singular shall include plural and vice versa and (b) masculine shall include feminine and vice versa.

2. GRANT OF DEVELOPMENT RIGHTS:

The Society hereby grants to the Developers, the development rights in respect of all that piece and parcel of Land bearing Final Plot No. 353/21 in TPS-III, Ghatkopar admeasuring 1104.40 Sq. Mtrs of Village Ghatkopar Kirol lying and situated at Garden Avenue Road, Off R.B. Mehta Road, Ghatkopar East, Mumbai: 400077 within the Registration District of Suburban Mumbai i.e. the right and authority to redevelop the said Property by demolishing the existing building of the Society and construct in place thereof a new building by utilizing and consuming the entire FSI and fungible F.S.I. as per the present DPCR-2034 and subsequent Notifications in accordance with the requisite permissions, approvals and sanction by the MCGM from time to time and all other concerned statutory bodies and local authorities and the Developer hereby agrees to develop the said Property at or for the consideration and on the terms and conditions as hereinafter mentioned.

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3. GRANT OF POWER OF ATTORNEY:

The Society has simultaneously with the execution of this Development Agreement, executed and registered an Irrevocable Power of Attorney in favor of (1) Mr. Nitin Kamdar and (2) Mr. Rakesh Kanani, being Partners of Developers as per the draft approved in the Society's Special General body meeting held on 31st July 2022 authorizing them to do, execute and perform, all or any of the acts, deeds, matters, and things as will be set out therein. The said Power of Attorney is co-extensive along with this Development Agreement and is given only for the purpose of redevelopment of the said Property. The Developers hereby indemnify the Society and all persons claiming under it and their respective estates and effects of, from and against all actions, suits, proceedings, claims, demands, costs, charges and expenses that may be taken or made against them or may be made liable to pay, suffer or incur on account of anything done or caused to be done or committed or omitted to be done by Developers or the person in whose favor a Power of attorney hereby contemplated is executed by the Society.

4. CONSIDERATION FOR GRANT OF DEVELOPMENT RIGHTS:

The Society have granted to the Developers, the redevelopment rights in respect of the said Property for the following consideration, in kind and in monetary form as follows:

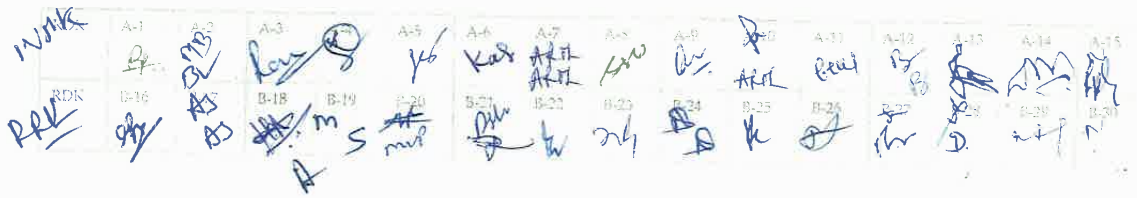
4.1. PERMANENT ALTERNATE ACCOMMODATION FOR THE EXISTING MEMBERS:

4.1.1. The Developers shall provide each member with new flat in the new building to be constructed on the said Property such that each of the 30 Members will be allotted new flat having carpet area as plans annexed hereto as detailed in the table below:

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Sr. No	Name of Member/s	New Flat No.	Floor of New Flat No.	Entitled MOFA Carpet Area (Sq. Ft.)
1	MRS. REMADEVI PRABHAKARAN	203	2nd	437
2	MRS. MINAXI BHUPATBHAI DOSHI & MR. BHUPATBHAI V. DOSHI	202	2nd	606
3	MR. RITESH ASHOK MAJITHIA	301	3rd	661
4	MR. RAMESH D GADA	402	4th	438
5	MRS. LALITHA SANKARARAMAN	102	1st	606
6	MRS. KASTURI S. MYLAVARAPU	302	3rd	661
7	MRS. DEVANGANA A. MODY & MRS. ALPA RAJESH MALL	601	6th	765
8	MS. SUKHBIR KAUR SHAHID	603	6th	437
9	MRS. ASHAJYOTHI TILAK UTCHIL	201	2nd	606
10	MR. RAJESH GANESHDAS MALL & MRS. ALPA RAJESH MALL	602	6th	660
11	MR. DHIRAJLAL TRIBUVANDAS BHUVA	701	7th	765
12	MR. BHAVESH M SHAH & MRS. BHARATI B SHAH	803	8th	437
13	MR. JINENDRA B. SHAH	502	5th	603
14	MR. DEEPAKKUMAR MANSUKHLAL DESAI	401	4th	661
15	MRS. NEELAM P GUPTA & MR. ROHIT P. GUPTA	901	9th	765
16	MR. HARISHCHANDRA P. MEHTA	303	3rd	437
17	MR. ANKITKUMAR JAYSUKHLAL SHAH & MR. JAYSUKHLAL LALJI SHAH	204	2nd	604
18	MR. HITESH KANTILAL AJMERA & MRS. ANITA HITESH AJMERA	604	6th	659
19	MR. MAHIPAT BABULAL SHAH & MR. SMIT MAHIPAT SHAH	503	5th	437
20	MR. NAILESH PREMCHAND MALDE & MR. VINOD PREMCHAND MALDE	304	3rd	604
21	MR. RAJESH MOHANLAL SHAH & MRS. DIPIKA RAJESH SHAH	704	7th	659
22	MR. ANILKUMAR J. BHAYANI	1102	11th	765
23	MR. NAVINCHANDRA H. SHAH	804	8th	438



Sr. No	Name of Member/s	New Flat No.	Floor of New Flat No.	Entitled MOFA Carpet Area Sq. Ft.
24	MRS. SHILPA S. DESAI & MRS. SWATI S DESAI	404	4th	604
25	MR. KAUSHIK MAHENDRA MEHTA	801	8th	660
26	MR. MANISH C. DOSHI	702	7th	765
27	MRS. JAYSHREE K JOISHER & MR. KIRAN K JOISHER	903	9th	437
28	MR. ASHOK P KHETIA & MRS.DAKSHA A KHETIA	501	5th	604
29	MR. VIPUL SURESH GANDHI & MRS. NIYATI VIPUL GANDHI	904	9th	649
30	MRS. NEELAM P GUPTA	902	9th	765
	TOTAL			

The aggregate MOFA carpet in the above allotted flats totals to 18,203 Sq. Ft. (Hereinafter referred to as "the total Members Area"). The above allotted area in the flats will be free of all costs and free of all encumbrances in the new building comprising of Stilt + [12] upper floor to be constructed on the said Land (hereinafter referred to as "New Building") proposed to be known as "_____" as and by way of Permanent Alternate Accommodation along with amenities as stated in Annexure-J. The height of the said Flat shall be 3.00 Mtrs Slab to Slab or 2.85 Mtrs Clear i.e. top of flooring to bottom of ceiling.

4.1.2. The Developers shall enter into the permanent alternate accommodation agreements with the existing 30 members of the Society with the Society as a confirming party and get the same registered with the Sub-Registrar of Assurances within 45 days of this Development Agreement.

4.2. The Developers shall confirm the final carpet area of the said Flat that has been allotted to the Purchasers after the construction of the Building is complete and

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occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of 3%. If there is any reduction in the carpet area above 3% except caused on account of result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. as mentioned hereinabove, then Developers shall compensate such member for the deficit area above 3% at the then prevailing market rate. If there is any increase in the carpet area allotted to Member above 3%, then the Developers shall demand such amount from the Member as per the then prevailing market rate for such additional sq. ft. of carpet area. The Developers and the respective Member/s shall execute and register a Deed of Rectification rectifying the area pursuant to such variation.

4.3. ALLOTMENT OF CAR PARKING SPACES:

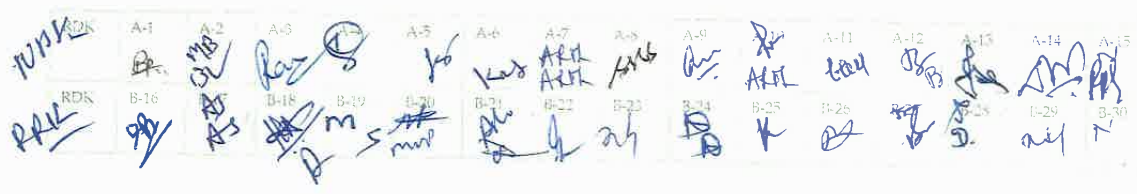
4.3.1. The Developers shall provide one car parking space to each flat Member of the Society i.e. in total 30 car parking spaces in total in the following manner:

4.3.1.1 The 16 (Sixteen) stilt car parking spaces in the New Building will be shared first equally between the Developers and the Society i.e. 8 stilt car parking spaces each to the Society and Developer which shall be distributed in the following manner:

4.3.1.1.1 Society shall be allotted: Stilt Parking space nos marked as 3, 4, 5, 6, 7, 8, 15, 16 in the plans attached in Annexure H.

4.3.1.1.2 Developer shall retain: Stilt Parking space nos marked as 1, 2, 9, 10, 11, 12, 13, 14 in the plans attached in Annexure H.

4.3.1.2 Balance 22 (Twenty Two) car parking spaces shall be allotted to the Society in mechanised car parking system in parking tower in the New Building. The Developers shall be entitled to the balance car parking spaces in the New Building. The Society shall utilise/allot/distribute the said 30 car parking spaces amongst its Members, in such manner as it may deem fit and the Developer shall not be involved in the allotment of parking spaces inter se amongst the Members of the Society.



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4.4. AMENITIES

The Developers shall provide Amenities in the New Building as per the List at "**Annexure – K**" and in the said New Permanent Alternate Accommodation as per the List at "**Annexure – J**". The amenities in the common area in the New Building shall be the same as the sale flats.

4.5. MONTHLY COMPENSATION FOR TEMPORARY ALTERNATE ACCOMMODATION:

4.5.1. The Developers shall provide to each existing Member of the Society with monthly displacement compensation for temporary alternate accommodation for the redevelopment period (as stated below) i.e. from the date of vacating by all the Members of their respective flats and handing over vacant and peaceful possession of the said Property by the Society to the Developer till the completion of period of 30 days of possession notice after the receipt of Occupation Certificate.

4.5.2. The said monthly displacement compensation towards the Temporary Transit Accommodation shall be paid by the Developers to the Members in the following manner:

4.5.2.1. The amount for first 12 months compensation towards the Temporary Transit Accommodation shall be paid in the form of 12 monthly installments @ Rs.70 per Sq. Ft per month of the carpet areas stated in Annexure C and such 12 post-dated cheques shall be handed over to the Managing Committee and commence from the date of vacating by all the Members of their respective Members existing flats and handing over vacant and peaceful possession of the said Property by the Society to the Developer.

4.5.2.2. The Developers shall, for the next 12 months, make payment of the compensation amount calculated @ Rs.77 per Sq. Ft per month of the carpet areas stated in Annexure C towards the Temporary Transit Accommodation i.e. for the period from the 13th to 24th month by way of NEFT/RTGS/IMPS.

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4.5.2.3. The Developers shall, for the further next 12 months make payment of the monthly displacement compensation amount calculated@ Rs.84.70/- per Sq. Ft Carpet per month of the carpet areas stated in Annexure C towards the Temporary Transit Accommodation i.e., for the period from the 25th to 36th month by way of NEFT/RTGS/IMPS.

4.5.2.4. The Developers shall continue to make payment for the further next 06 months compensation amount calculated @ Rs.93.17/- per Sq. Ft per month of the carpet area stated in Annexure C towards the Temporary Transit Accommodation i.e., for the period from the 37th to 42th month by way of NEFT/RTGS/IMPS.

4.5.2.5. The Developers shall after the 42nd months, pay the Temporary Transit Accommodation being incremented by 15% every year/6 months till the receipt of Occupation Certificate and handing over vacant and peaceful possession of the said Property by the Society to the Developer by way of NEFT/RTGS/IMPS.

4.5.2.6. In the event, there is a delay in payment of the monthly displacement compensation amount from its due date, then the Society and its members shall have a right to recover the said amount with interest thereon at the rate of 18% per annum from the Developers.

4.5.2.7. In any event, the payment of the monthly displacement compensation to the Members of the Society shall not be stopped or postponed by the Developers till the completion of 30 days of possession notice period.

4.5.2.8. The Developer shall make payment of the compensation for Temporary Transit Accommodation between 1st and 5th of the month for the month for which compensation for Temporary Transit Accommodation is payable by NEFT/RTGS. For example-payment for the compensation for Temporary Transit Accommodation for the month of September 2022 shall be dated between 01/09/2022 to 05/09/2022.

4.5.2.9 In the event the Members are having any additional cheques then the Members shall not encash the same and shall handover such balance cheques to the Developer before taking possession.

4.6. HARDSHIP COMPENSATION:

The Developers shall provide to each member with hardship compensation @ Rs.1000/- per Sq. Ft. of their existing area, as stated in Annexure C. The said hardship compensation shall be paid in the following manner:

4.6.1. 20% of the total hardship compensation amount shall be paid to each of the Members on execution and registration of P.A.A. Agreement by all the Members.

4.6.2. 30% of the total hardship compensation amount shall be paid to each Member upon vacating of their respective premises by all the Members and handover of the said Property by Society to Developer. The Developers will handover the hardship compensation cheques to the Chairman/Secretary of the Society and such committee member will distribute the cheques to the Members upon vacating of premises by all the Members and handing over vacant and peaceful possession of the said Property by the Society to the Developer and not before that.

4.6.3. Balance 50% of the total hardship compensation amount shall be paid to the Member at the time of handing over possession of the new flat to the Member.

4.7. BROKERAGE:

The Developers shall provide each Member with a one-time brokerage amount being equal to month displacement compensation of one month for temporary alternate accommodation at the time of vacating the of existing premises by all the Members and handing over vacant and peaceful possession of the said Property by the Society to the Developer and not before that.

4.8. TO AND FRO SHIFTING EXPENSES:

The Developers shall provide each member with to and fro shifting expenses amounting to Rs. 20,000/- (Rupees Twenty thousand only) (both ways included) and the said amount shall be paid to each of the Member from the date of vacating by all the Members of their respective Members existing flats and handing over vacant and peaceful possession of the said Property by the Society to the Developer by handing over the cheques to the committee member.

4.9. PMC EXPENSES:

The Developers shall pay maximum an amount of Rs.12,00,000/- (Rupees Twelve Lakhs only) to the Society for meeting Legal fees, PMC Expenses, Supervisor expenses etc. on or before the signing of the Development Agreement.

4.10. CONSTRUCTION COSTS AND OTHER EXPENSES;

The Developers shall, at their entire costs and expenses carry out the complete redevelopment of the said Property and discharge its obligations under this Agreement which inter alia includes but is not limited to the following:-

4.10.1. Obtain NOC/permissions/approvals from MCGM for the grant of maximum FSI including TDR and fungible FSI in accordance with DPCR-2034 and any other prevailing policy on the said Property;

4.10.2. Appoint Architect, Structural Engineer and other professionals, appropriate personnel for the effective redevelopment of the said Property;

4.10.3. Get prepared building plans for the building to be constructed on the said Property and submit the same to MCGM for necessary approvals and obtain such IOD and Commencement Certificate and all other approvals under the DCPR and policy as declared from time to time and necessary for construction of New Building on the said Property;

4.10.4. Providing the existing Members with compensation for the transit period, Hardship Compensation and getting registered the permanent alternate accommodation agreement at its expense in the manner stated hereinabove;

4.10.5. Demolishing the existing building and appoint contractors, workers, engineers, supervisors and pay all costs, charges and expenses for materials like steel, cement, sand, lifts etc. and construction and development including any taxes on such construction;

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4.10.6. Take insurance of all workmen/staff/labourers etc. engaged in the development of the said Property;

4.10.7. Make all such payments to all professionals, contractors, workers, engineers, supervisors, workmen, labourers etc. engaged for redevelopment of the said Property as is required under the law;

4.10.8. Purchase TDR and pay all the premiums, development charges, payment/charges for open space deficiency and all other amounts payable to MHADA and/or MCGM in connection with the said Property;

4.10.9. On completion, obtain Occupation Certificate of the New Building so constructed and put the existing Members in possession of their respective premises;

4.10.10. Cause to the purchasers of the flats to become members of the Society.

4.11. STAMP DUTY AND GST AND OTHER TAXES:

4.11.1. Save and except as stated in Clause 4.11.2 of this Agreement, the Developers shall bear and pay the stamp duty, registration fee and out of pocket expenses for the Development Agreement, Power of Attorney, Agreement for Permanent Alternate Accommodation, Affidavits, and Undertakings etc.

4.11.2. In the event any of the members does not sign this Agreement, then the stamp duty and registration fees if any, and all other incidental costs applicable on said Permanent Alternate Accommodation Agreement shall be borne and paid by such member.

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4.11.3. The Developers shall bear and pay the GST applicable on the Development Agreement and Agreement for Permanent Alternate Accommodation.

4.11.4. The Developers shall bear and pay all taxes, outgoings, cesses, charges, Electricity and water dues of the said Property from the date of complete handover of vacant possession of the Society's property till the completion of 30 days of possession notice period and/ or possession of New Flat taken by the respective whichever is earlier.

5. DEVELOPERS RIGHTS AND SALE AREA:

5.1. The Developers shall be entitled to utilise and load and develop the maximum permissible FSI of the Plot Potential that is permissible as on the date of signing and registration of the Development Agreement as per the DPCR-2034. After making provision for the Members Flats and the car parkings as per Clause 4.1 and 4.3 above, the Developers shall be entitled to the balance flats and car parkings to purchasers of its choice on ownership basis and at such price and terms and conditions as it may deem fit and proper ('Developer Saleable Area').

5.2. The Developers shall be fully entitled to sell, transfer, assign, lease or give on leave and license, the sale component flats in the proposed save and except the 2 (Two) flats kept by the Developers as an assurance/security as provided in Clause 1.3 hereinbelow to person/s of their choice on Ownership Basis or otherwise after receipt of the Registration Certificate from MahaRERA. The Developers shall be entitled to charge and receive consideration from the prospective purchasers, transferees, assignees, licensees, lessees of the sale component and appropriate the same to themselves in such manner as they may deem fit.

5.3. Notwithstanding the above, the Developers shall be bound by the provisions of the Real Estate and Regulation Act 2016 i.e., RERA 2016 as regards the withdrawal of funds from the Escrow Account from time to time.

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5.4. The Developers shall be entitled to enter into on their own behalf, risk and responsibility agreements with prospective purchasers, transferees, assignees or Licensees or issue Letters of Allotment or such other writings or documents. It is specifically agreed that it shall be the obligation of Developers alone to comply with the terms of the agreements or letters of allotment, writings or documents with the respective purchasers or others of the flats in the New Building shall be responsible for breaches, if any. Neither the Member nor the Society shall be responsible for the same in any manner whatsoever. The Developers hereby agree to indemnify and keep indemnified and harmless, the Society from all claims that may be brought forward by any, transferees, assignees, lessees or Licensees of the Sale Component flats.

5.5. The New Purchaser/s of the said Developers Saleable Areas shall be admitted as member of the Society upon payment of an amount towards one time reserve/corpus fund which shall be calculated pro-rata as per the carpet area of their purchased premises and which amount shall be such so as to bring the new members on par with the existing members share in the existing reserve fund of the Society. The Developers shall ensure that its purchasers are eligible to be member and they comply with all the requirements under M.C.S. Act 1960, the Rules framed there under and the bye-laws of the Society and pay the outgoings of the Society regularly.

5.6. The Developer shall not give possession of the flats sold to its purchasers unless and until possession of the New flats is offered to existing members first as per terms and conditions of this Agreement. The Developers shall not create third party rights or give on leave and license or induct any third party at any point of time on completion of construction of the New Flats of existing members.

5.7. The Developer shall be liable to pay only Municipal Taxes of unsold flats at all times. The Developer shall however not be liable to pay the maintenance charges of unsold flats for a period of 6 (Six) months from the receipt of possession notice by the Members/ Society provided however that the said unsold flats are not occupied/used by the Developers or given on leave and license by the Developers for the said first 6

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months after receipt of OC. The Developer shall be thereafter liable to pay the maintenance charges of unsold flats after 6 months from the receipt of possession notice by the Members/ Society, irrespective of it being occupied or non-occupied or used or not used.

5.8. The Developers shall be solely entitled to receive and retain with them all the consideration from the prospective purchasers and to appropriate the same in such manner as the Developers may deem fit and proper.

5.9. The common terrace above the top floor of the New Building and the common areas and common amenities shall always and exclusively belong to the Society. The Developers shall not sell or transfer or in any manner deal with the rights in the said common terrace and common areas and amenities with anyone in any manner whatsoever.

5.10. In the event of any act of default of the Developers or for any reason the Developers fail to complete the redevelopment, the Society shall not be responsible for any claim of the Purchasers in relation to the Premises agreed to be sold by the Developers to them.

5.11. The Society shall not be responsible under RERA and/or any other law towards any claims of any nature whatsoever received from any such New Flat/Shop Purchasers who have invested /booked in the said Project and Society shall extend all support and co-operation in respect thereof and sign and execute all documents, agreements, writings etc. as required by the Developer in this regard

6. TIMELINES FOR DEVELOPMENT:

The Developers shall follow and adhere to following timelines for redeveloping the said Property:

6.1. The Developers shall get all the further approvals as may be necessary pursuant to the IOD approved plans annexed hereto within 90 (Ninety) days from the date of this Development Agreement.



6.2. The Developers shall send intimation to get the Agreement for Permanent Alternate Accommodation for the members registered and shall substantially comply with the conditions of the IOD and subject to force majeure get vacated the existing members within 3 (Three) to 4 (Four) months of obtaining IOD.

6.3. The Developers shall demolish the existing building and obtain commencement certificate within 60 (Sixty)-120 (One hundred Twenty) days (subject to force majeure) of vacating the existing Society Premises after complete handover of the said Property by the Society.

6.4. The Developers shall complete the full construction of the New Building and obtain Occupation Certificate within 36 (Thirty Six) months plus 6 (Six) months grace period subject to force majeure from the date of complete handing over of the Society Premises to the Developers.

6.5. Subject to force majeure, the Developers shall however be entitled to extension of one term of 6 (six) months after 42 (Forty-Two) months for completing the construction work of New Building and obtaining Occupation Certificate.

6.6. The timelines stated in clause 6.1, 6.2, 6.3, 6.4 and 6.5 are subject to:

6.6.1. any obstruction caused by the Society to carrying out of actual construction work by the Developer and/or its Members save and except on account of default on the part of the Developer.

6.6.2. any delay attributable to failure of the Members/ Society in vacating within the Vacating Notice period, or in the event of any delay in providing requisite documents to the Developer for submission to MCGM.

6.6.3. any Force Majeure Event as defined in clause 6.7 below.

6.7. For the purpose of these presents "Force Majeure Event" shall mean any event or circumstance or combination of events or circumstances set out below that directly

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affects the performance of this Agreement by the Developer in accordance with the terms of this Agreement, which shall include but not be limited to:

6.7.1. any act of God, or any outbreak of an epidemic/pandemic or imposition of lockdown, curfews, etc. which restricts/affects the movement of labour and/or production and/or supply of any building material; and/ or

6.7.2. any prohibitory order of any court, tribunal, authority or Governmental, Semi Governmental or quasi-Governmental bodies against development of the said Property for reasons not attributable to the Developer; and/ or

6.7.3 any notice, order, rules, notification of the Government and/or other public or competent authority, but not due to any default or breach on the part of the Developer including imposition of lockdown or curfews, preventing carrying out of work on the said Property, either partially or completely; and/ or

6.7.4. any change in any rules, regulations, bye-laws of various statutory bodies and authorities affecting the development of the said Property; and/ or

6.7.5. order of any court or authority which affects the performance of the Developer under this Agreement but not due to any default or breach on part of the Developer; and/ or.

6.7.6. Acts of terrorism; and/ or

6.7.7. War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions;

It is agreed that if any event as contemplated in clause 6.7 occurs, then the time for completion shall automatically stand extended by such period. The period for performance of the obligation/s of the Developer as is/are delayed by reasons of occurrence of the force majeure event/s, shall stand extended by the period commencing from occurrence of such force majeure event till the cessation thereof.