बदर - १५		
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CHALLAN

MTR Form Number-6

GRN	MH004845925202223E	BARCODE		Date	12/07/2022-11:36:09	Form ID	

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Registration Fees Ordinary Collections IGR	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	BDR15_JT SUB REGISTRAR ANDHERI 4	**Full Name**	MS JPV REALTORS PVT LTD
Location	MUMBAI		
Year	2022-2023 One Time	**Flat/Block No.**	CTS NO 873
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030063301 Registration Fee	30000.00	**Road/Street**	VILLAGE VILE PARLE WEST
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 6
		Remarks (If Any)	
		PAN2=~PN=PARLE APARNA CHS LTD~A	
		Amount In Words	Thirty Thousand Rupees Only
Total	30,000.00		

₹ 30000.00

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	69103332022071211940	2755955674
Cheque/DD No.		Bank Date	RBI Date	12/07/2022-11:37:27	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. : 9833398622

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

सदर चालान फक्त दस्तना नियंत्रक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चालन लागू नाही.

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-401-9696	0002425396202223	12/07/2022-16:09:43	IGR189	30000.00
			Total Defacement Amount		**30,000.00**

Print Date 12-07-2022 04:28:24

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Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1207202208169	Receipt Date	12/07/2022

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 9696 dated 12/07/2022 at the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	IBKL	Payment Date	12/07/2022
Bank CIN	10004152022071207569	REF No.	2774298570
Deface No	1207202208169D	Deface Date	12/07/2022

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

THE SEAL OF THE SUB-REGISTAR ANDHERI No. 4 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★

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Document **H**andling **C**harges

Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1207202207901	**Receipt Date**	12/07/2022

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 9696 dated 12/07/2022 at the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.

DEFACED

₹ 2000

DEFACED

Payment Details

Bank Name	IBKL	**Payment Date**	12/07/2022
Bank CIN	10004152022071207330	**REF No.**	2774298490
Deface No	1207202207901D	**Deface Date**	12/07/2022

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

THE SEAL OF THE SUB-REGISTAR ANDHERI No. 4 ★ MUMBAI SUBURBAN DIST (BANDRA)

CHALLAN

MTR Form Number-6

GRN	MH004845925202223E	BARCODE		Date	12/07/2022-11:36:09	Form ID	

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Registration Fees Ordinary Collections IGR	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	BDR15_JT SUB REGISTRAR ANDHERI 4	**Full Name**	MS JPV REALTORS PVT LTD
Location	MUMBAI		
Year	2022-2023 One Time	**Flat/Block No.**	CTS NO 873
		Premises/Building	

Account Head Details	Amount In Rs.
0030063301 Registration Fee	30000.00
Total	30,000.00

Road/Street	VILLAGE VILE PARLE WEST
Area/Locality	MUMBAI
Town/City/District	
PIN	4 0 0 0 5 6
Remarks (If Any)	PAN2=-PN=PARLE APARJITA CHS LTD-CA=
Amount In Words	Thirty Thousand Rupees Only

बदर - १५
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Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**		
Cheque-DD Details		Bank CIN	Ref. No.	691033320220712119[illegible] 27560[illegible]
Cheque/DD No.		Bank Date	RBI Date	12/07/2022 11:36:27 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.

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

Mobile No. [illegible] 9833088622

Print Date 12-07-2022 11:37:38

सत्यमेव जयते
महाराष्ट्र शासन

मुद्रांक जिल्हाधिकारी, अंधेरी यांचे कार्यालय

एम.एम.आर.डी.ए. इमारत, पहिला मजला, वांद्रे कुर्ला संकुल, वांद्रे- पुर्व, मुंबई - 400 051.
दुरध्वनी : 022 26591894 ईमेल : cos.andheri@igrmaharashtra.gov.in

जा.क्र.अभि./अंतिम आदेश/ ५५५५ दिनांक - 12 JUL 2022

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100900/554/2022 अन्वये पक्षकार M/s. JPV Realtors Pvt. Ltd. यांनी दिनांक 17/06/2022 रोजी Development Agreement चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे. सदर संलेखामधील तपशिल खालील प्रमाणे.

Particulars	Description
Date of Execution	Unexcuted
Type of Document	Development Agreement
The Society	Parle Aparajita Co-op. Hsg. Soc.Ltd.
The Members	Mrs. Neeta Pankaj Desai & Others
The Developer	M/s. JPV Realtors Pvt. Ltd.
Detail of the Property	
Village	Vile – Parle (West)
C.T.S No	Survey No. 186, CTS No. 873,
Society Registration No.	BOM/HSG/5670 of 1978
Plot Area	Plot Area – 826.40 Sqmtrs
Members	16
Zone 2022-23	37/189 Village – Vile – Parle (West)
Rate per sq.mtr	
Land Rate	Rs. 1,22,730/-
Flat Rate	Rs. 2,35,990/-
Const. Cost	Rs. 30,250/-
Completion period	27 Months + 06 Months Grace Period
D.P Remark	Ch.E./DP34202203111381106 K/W/2022/111381108 Dated – 14/03/2022

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THE SEAL OF THE SUB-REGISTAR ANDHERI No. 4 MUMBAI SUBURBAN DIST. (BANDRA)

अभिनिर्णयाकरिता सादर केलेला दस्त हा Development Agreement या प्रकाराचा असून दस्तात नमूद केल्यानुसार मिळकतीचे मालक (Society) हे विकासकास (Developers) सदरच्या दस्तान्वये विकसन हक्क प्रदान करित आहे. सादर केलेल्या दस्तात Schedule मध्ये नमूद केल्याप्रमाणे मालमत्तेचे क्षेत्र 826.40 चौ. मी. नमूद आहे.

सदर दस्ताचे अवलोकन केले असता, असे दिसुन येते की, सोसायटीच्या इमारतीमध्ये 16 सभासद असलेली "Parle Aparajita Co-op. Hsg. Soc.Ltd. "नावाच्या (G + 3) मजल्या ची इमारत मोडकळीस आल्याने तसेच सदर मिळकतीमधील एकूण 16 सभासद व सोसायटीने विकासकाबरोबर इमारतीच्या पुर्नबांधणीच्या अनुषंगाने करावयाच्या विकसना संबंधी विकसन करारनामा (Development Agreement) केल्याचे दिसून येते. सदनिकाधारक सभासदांना नवीन क्षेत्र जुन्या क्षेत्रावर 31% वाढवून देण्यात येत आहे.

प्रस्तुत विकसन करारनाम्यानुसार एकूण 16 सभासदांच्या ताब्यातील क्षेत्र हे Annexure ए - H मध्ये नमूद केल्याप्रमाणे मूळ क्षेत्र 9116.00 चौ.फुट कारपेट म्हणजेच 1016.65 चौ.मी. बिल्टअप असून या क्षेत्राच्या बदल्यात विकासक रहीवासी सभासदांना मूळ कारपेट क्षेत्रावर 31% वाढीव बांधकाम रहिवासी वापराच्या सभासदांना नविन इमारतीमध्ये देत आहेत. 11929.00 चौ.फुट रेस कारपेट म्हणजेच 1219.51 चौ.मी. बिल्टअप नविन इमारतीमध्ये देणेत येत आहे. या शिवाय दस्तात नमूद केल्यानुसार भाडे, ब्रोकरेज, शिफ्टींग, हार्डशिफ्ट, पार्किंग, इ. विकासक सभासदांस देणार आहे. सदरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे. प्रकरणात मूळ सोसायटी रहिवासी सभासदांना त्यांचे ताब्यातील मूळ कारपेट क्षेत्रावर वाढिव देण्यात येणारे क्षेत्र हे 31 टक्के वाढिव देण्यात येणारे क्षेत्र हे वाढिव क्षेत्र 35 टक्के देय फंजिबल क्षेत्रा पेक्षा कमी असल्याने देय फंजिबल रहिवासी सभासदांच्या ताब्यातील वाढीव क्षेत्रावर मार्गदर्शक सुचना क्रं 21 मधील अट क्र (X) लागू होत आहे. सदर मिळकतीस दस्तात नमूद केल्यानुसार 13.40 मी. रुंदीचा विकास रस्ता उपलब्ध होत असल्याने सदर मिळकत क्षेत्रात 0.20 रोड विड्थ टि.डी.आर अनुज्ञेय होत आहे म्हणजेच सदर मिळकत क्षेत्रात 35 टक्के देय फंजिबल FSI सहीत 2.97 चटई निर्देशांक अनुज्ञेय होत आहे मार्गदर्शक सुचना क्रं.21 (ब)(x) नुसार फंजिबल प्रिमियम 0.30 टक्के विचारात घेण्यात येत आहे. त्यानुसार प्रकरणात प्रिमियम हिशोबित करण्यात येत आहे. सदर दस्तात नमूद केल्याप्रमाणे बांधून दयावयाचे क्षेत्र विचार करून दस्तात Schedule मध्ये नमूद केल्यानुसार मालमत्तेचे क्षेत्र 826.40 चौ. मी. क्षेत्र व रस्ता रुंदीने बाधित होणारे क्षेत्र वगळून उक्त प्रकरणी मुल्यांकन सन 2022-23 चे बाजारमुल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

Development Agreement (Completion Period 27 Months + 6 Months Grace Period)					
ADJ 554-2022	Land	Flat	Office	Shop	Const.Cost
2022-23	1,22,730	2,35,990			30,250
Zone : Vile - Parle (West)	37/189				
Net Plot area	826.40	sq.mtrs			
		Existing Carpet Area in Sq. ft	Total Built up Area in Sq. mtr		
Existing area (Annexure -H)		9116.00	1016.65		
No. of Society Members	16				
		New Carpet Area in Sq. ft	Total New Buildup Area in Sq. mtr		
New Area Additional 31% (RERA) (Pag No. 18, Para No. a)		11929.00	1219.51		
Permissible Area	826.40	x	2.97	=	2454.41
Permissible / Potential Type of FSI	Area in Sq.mtr.	X Land Rate	X Multification		= Total Value of Rs.
Existing Basic 1	826.40	1,22,730			10,14,24,072
Admissible TDR (0.70)	578.48	1,22,730	0.70		4,96,97,795
Admissible Premium FSI (0.50)	413.20	1,22,730	0.50		2,53,56,018
Fungible FSI (826.40 + 578.48 + 413.20 = 1818.08 sq.mtrs) (1818.08 x 0.35 = 636.33 sq.mtrs.)					

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1,818.08	636.33				
Free Fungible (on existing area) (1016.65 x 0.35 = 355.83)	355.83	1,22,730	1.00		4,36,70,893
Charging Premium (636.33 - 355.83 = 280.50)	280.50	1,22,730	0.50		1,72,12,821
Total	2,454.41				23,73,61,599
Average Rate	Total Value/total area		96708.29		
Market Value I	Balance Area * Average Rate				
(Balance Area = Total permissible area - New area given to Society members)					
2,454.41	1219.51	=	1,234.90	sq.mtrs	
	Balance Area * Average Rate				
	1,234.90	96708.29			11,94,25,121
Value of Developers area is Market Value is i.e. Rs					**11,94,26,000**
Consideration					Amount in Rs.
1.New area given to Society members	1219.51	30250	1.05		38734605
2. Temporary Alternate Accommodation/Rent (Page No. 19, Para No. 20.d)					
For 1st 12 Months	9116.00	100	12		10939200
For 2nd 12 Months (Add 10%)	9116.00	110	12		12033120
For 3rd 12 Months (Add 10%)	9116.00	121	3		3309108
3. Brokerage Charges (Page No. 20, Para No. 22)					
For First Term	9116.00	100	1		911600
4. Shifting Expenses (Page No. 20, Para No. [illegible])	36000	16	1		576000
5. Hardship Compensation (pg No. [illegible] para No. c)	9116.00	2250			20511000
6. BMC & Advocate Fees (pg No. [illegible] No.g)					2500000
7. Car Parking (Page No. 25, Para No. 6)	13.94	30250	16	0.25	16,86,740
8. Common Facilities(Society office,toilet, W.cabin) (22.30+3+4.64=29.95)	29.95	30250			9,05,988
9. Development charges (2%)	1219.51	1,22,730	0.02		[illegible]403
10.Infrastructure charges	1219.51	5000			[illegible]
		Consideration		**Total**	[illegible]
				i.e.Rs	10,11,99,000



वरील प्रमाणे दस्तातील मिळकतीचे बाजारमुल्य रक्कम रू. 11,94,26,000/- हे मोबदला रक्कम रू. 10,11,99,000/- पेक्षा कमी असल्याने जास्तीच्या बाजारमुल्य रक्कम रू. 11,94,26,000/- वर मुद्रांक शुल्काचा भरणा केला आहे.

बाजारमुल्य रक्कम (रु.)	अनुच्छेद	देय मु.शु (रु.)
11,94,26,000/-	5 (g-a)(5%)	59,71,300/-
2 Flat as Security 694.00 x 2 = 1388.00 sq.ft Carpet RERA i.e. 141.89 sq.mtrs Builtup (141.89 x 2,35,990 = 3,34,84,621/- i.e. 3,34,85,000/-) (Page No.28, Para No. 32)	54(ii)(.3%)	1,00,454/-
एकूण		60,71,754/-

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अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 अधील अनुच्छेद 5(g-a)(5%) नुसार मुद्रांक शुल्क रु. 60,71,754/- देय असल्याबाबत जा.क्र.अभि/आदेश/4545/2022 दिनांक. 11/07/2022 अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपविना पक्षकार यांनी केला असल्याने दिनांक. 11/07/2022 रोजी विरुपित केलेल्या चलन क्र. MH004805715202223E, MH004806053202223E व MH004805820202223E वरुन दिसून येत असल्याने दिनांक. 11/07/2022 रोजीचा अंतरिम आदेश हा अंतिम आदेश म्हणून कायम करण्यात येत आहे.
2. प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी जास्तीचे जमा केलेली असली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही याबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहील त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, अंधेरी हे जबाबदार राहणार नाहीत.
3. एकुण पाने 1 ते 111 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.

(डॉ. जयश्री कटारे)
मुद्रांक जिल्हाधिकारी, अंधेरी.

प्रति	M/S. JPV Realtors Pvt. Ltd.
पत्ता	7th and 8th Floor, Jet Prime, Suren Road, Near Western Express Highway, Andhri – Kurla Road, Andhri (East)
प्रत	सह दुय्यम निबंधक अंधेरी कार्यालय क्र.1/2/3/4/5/6/7

CHALLAN
MTR Form Number-6

GRN	MH004806053202223E	BARCODE		Date	11/07/2022-14:24:26	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	CSA_COLLECTOR OF STAMPS ANDHERI	**Full Name**	MS JPV REALTORS PVT LTD
Location	MUMBAI		
Year	2022-2023 One Time	**Flat/Block No.**	CTS NO 873
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030050201 Amount of Tax	5000000.00	**Road/Street**	VILLAGE VILE PARLE WEST
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 6
		Remarks (If Any)	
		ADJ/1100900/554/2022	बदर - १५ / ९९९९ / ९९ / २३५ / २०२२
Total	50,00,000.00	**Amount In Words**	Fifty Lakh Rupees Only

DEFACED ₹5000000.00 DEFACED

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		**Bank CIN**	**Ref. No.**	69103332022071115102	2755807676
Cheque/DD No.		**Bank Date**	**RBI Date**	11/07/2022-14:25:24	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. : 7303170008

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

Challan Defaced Details

Sr. No.	RemarKs	Defacement No.	Defacement Date	UserId	Defacement Amount
1		0002394557202223	11/07/2022-16:06:57	IGR240	5000000.00
			Total Defacement Amount		**50,00,000.00**

Print Date 11-07-2022 04:07:01

CHALLAN
MTR Form Number-6

GRN	MH004805715202223E	BARCODE		Date	11/07/2022-14:21:51	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	CSA_COLLECTOR OF STAMPS ANDHERI	Full Name	MS JPV REALTORS PVT LTD
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS NO 873
		Premises/Building	
		Road/Street	VILLAGE VILE PARLE WEST
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 6

Account Head Details	Amount In Rs.
0030050801, Amount of Tax	750000.00
Total	7,50,000.00

Remarks (If Any)

ADJ/1100900/554/2022

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DEFACED ₹750000.00

Amount In Words	Seven Lakh Fifty Thousand Rupees Only

Payment Details	IDBI BANK
	Cheque-DD Details
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	[illegible] 7048
Bank Date	RBI Date	11/07/2022-14:22:03 Not Verified with RBI
Bank-Branch		IDBI BANK
Scroll No. , Date		Not Verified with Scroll

OFFICE OF THE SUB-REGISTAR ANDHERI NO. 4

Mobile No. 7303170008

Department ID :

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 दस्तासाठी सदर चलन लागु नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1		0002394611202223	11/07/2022-16:07:40	IGR240	750000.00
			Total Defacement Amount		7,50,000.00

Print Date 11-07-2022 04:07:44

CHALLAN
MTR Form Number-6

GRN	MH004805920202223E	BARCODE	Date	11/07/2022-14:23:12	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	CSA_COLLECTOR OF STAMPS ANDHERI	Full Name	MS JPV REALTORS PVT LTD
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS 873
		Premises/Building	
Account Head Details	Amount In Rs.	Road/Street	VILLAGE VILE PARLE WEST
0030050801 Amount of Tax	321754.00	Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 6
		Remarks (If Any)	बदर - ९५
			ADJ/1100900/554/2022
			eeee 9५ २B५
			२०२२
Total	3,21,754.00	Amount In Words	Three Lakh Twenty One Thousand Seven Hundred Fifty Four Rupees Only

DEFACED ₹321754.00 DEFACED

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN / Ref. No.	6[illegible]033202[illegible]15090-2[illegible]7624
Cheque/DD No.		Bank Date / RBI Date	11/07/2022-14:26:12 Not Verified with RBI
Name of Bank		Bank-Branch	IDBI BANK
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Mobile No. : 9833398622

Department ID :

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 दस्तासाठी सदर चलन लागु नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1		0002394644202223	11/07/2022-16:08:13	IGR240	321754.00
			Total Defacement Amount		3,21,754.00

Print Date 11-07-2022 04:08:16

Plot Area=826.4059 sq.mt(A)
MV=Rs.11,94,26,000/-

एकूण पृष्ठे १ते ।।।

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

Office of the Collector of Stamps
Case No. Adj. 11100900/5524/2022
Date ...12-07-2022...

707

Received from Shri. M/s. JPV Realtors Pvt Ltd.
residing at .....
stamp duty of Rs. (60,71,754/-) Rs. Sixty Lakh Seventy one Thousand Seven Hundred Fifty Four only
vide challan No. .....4..... Dated.....
Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. (60,71,754/-) Rs. Sixty Lakh Seventy one Thousand Seven Hundred Fifty Four only with which this instrument is chargeable has been paid vide article No. 5(g)(i) 5(h)(ii) of schedule.

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

Place...Andheri...
Date... 12 JUL 2022
Collector of Stamps Andheri

1) MH006180653202223E dt 11-7-2022 Rs.70,00,000/-
2) MH006180571520222 3E dt 11-7-2022 Rs.7,50,000/-
3) MH006180594202022 23E dt 11-7-2022 Rs.3,21,754/-
Rs.60,71,754/-

"This certificate is issued as per provisions of Bombay Stamp Act 1958. Provided that if this adjudicated instrument is presented for registering to the concerned registering authority within four months from the date of execution, the registering authority will take it for registration as per provisions of Registration Act 1908."

DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into at Mumbai this 12th day of July 2022.

BETWEEN

PARLE APARAJITA CO-OPERATIVE HOUSING SOCIETY LTD., a Co-operative Housing Society Registered under the Maharashtra Co-operative Societies Act, 1960, under registration No. BOM/HSG/670 OF 1978 and having its address at Plot No. 7, Dadabhai Road, Vile Parle (West), Mumbai - 400 056, through its duly authorized Managing Committee Members/Office bearers i.e. (1) Mr. Ashok Parikh - Chairman (2) Mrs. Vidya Deshpande – Secretary (3) Mr. Arvind Shah – Treasurer, all adult, Indian Inhabitants of Mumbai, duly authorized by Resolution dated 13/12/2021 herein referred to as **'the said Society"** (which expression shall unless it be repugnant to the context or meaning thereof include its successors and assigns), the **ONE PART;**

बदर - १५
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2022

AND

01:	02:	03:	04:
11: P.K.A.	12:	14:	15:
21:	22:	23:	24:
31:	32:	33:	34:
PARLE APARAJITA CHSL. Chairman/Secretary/Treasurer		**M/s. JPV Realtors Pvt. Ltd.(Developer)**	

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All the Individual Members of the said society a list of which is appended herein below:

Sr. No.	Member's Name	Flat No.	Floor
1	Mrs. Neeta Pankaj Desai Mr. Pankaj Gulabrai Desai	01	Ground
2	Mr. Arvind Lilachand Shah	02	Ground
3	Mr. Arvind Lilachand Shah	03	Ground
4	Mrs. Vidya Santosh Deshpande	04	Ground
5	Mrs. Pratibha K. Gandhi	11	First
6	Mrs. Prafulla Mahendra Chikani	12	First
7	Mr. Ashok Parikh	14	First
8	Mrs. Etelvina Fernandes	15	First
9	Mrs. Kirti Sooresh Patel	21	Second
10	Mrs. Jyotsna Kirit Dani Mr. Dharmesh Kirit Dani	22	Second
11	Mr. Jyotindra Chhaya	23	Second
12	Mr. Anil Yeshwant Mathure	24	Second
13	Mrs. Kalpana Govind Jhaver	31	Third
14	Mr. Gopalbhai Prafullavadan Trivedi	32	Third
15	Mr. Kishor Kalyanji Soni	33	Third
16	Mr. Sanjay K. Shah	34	Third

all being adults, Indian Inhabitants of Mumbaiowner/occupants of their respective flats in the said society herein referred to as '**the said Confirming Parties**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean a include their respective heirs, executors, administrators and assigns) of the **SECO PART;**

AND

M/s. JPV REALTORS PVT. LTD. a Private Limited Company, incorporated under the Indian Companies Act, 1956, having its registered office at 7th and 8th Floor, Jet Prime, Suren Road, Near Western Express Highway, Andheri – Kurla Road, Andheri (East), Mumbai - 400 093, through its Director Mr. Hansal Jigar Vora, hereinafter referred to as **"the said Developer"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include it's successors and assigns) of the **THIRD PART.**

01:	02 :	03:	04:
11: P.K.G.	12: Prafulla chikani	14:	15: Etelvina Fernandes
21:	22:	23:	24:
31: K Jhaver	32:	33:	34:
PARLE APARAJITA CHSL. **Chairman/Secretary/Treasurer**		**M/s. JPV Realtors Pvt. Ltd.(Developer)** Director	

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WHEREAS:

A. **PARLE APARAJITA CO-OP. HOUSING SOCIETY LTD.** a registered Co-operative Housing Society registered under Maharashtra Co-Operative Societies Act, 1960 bearing Registration No. BOM/HSG/5670 OF 1978 are the owners of and well and sufficiently entitled to an Immovable property being all that piece and parcel of land adm. 874.8 sq. mtrs. (as per property registry card) bearing Survey No. 186, CTS NO. 873, lying and being at Village Vile Parle, Taluka Andheri, MSD AND situated at Plot No.7, Dadabhai Road, Vile Parle (West), Mumbai 400056, (hereinafter referred to as **"the said Plot"**) along with the building structure standing thereon known as **"APARAJITA APARTMENTS"** consisting of ONE building having ground plus three upper floors consisting of 16 no. of flat in the building (hereinafter referred to as **"the said Building"**). The said plot and the said building are collectively referred to as **"the said Property"** and more particularly described in the **SCHEDULE** hereunder written. The Society Registration Certificate is annexed hereto and marked as **ANNEXURE – 'A'**.

B. Vide a Deed of Conveyance dated 14th April, 1982 which was lodged for registeration with Sub Registrar of Assurance under Sr. No. AS/1110/1982, however the same was finally registered with Sub Registrar of Assurance on 19th March, 2014 and Index II was issued by the office of the Sub Registrar of Assurance on 20th March, 2014 and which was Executed by Minoo Dhunjishah Daver administrator of estate of Mr. Viloo Minoo Daver & Minoo Dhunjishah Daver administrator of estate of Mrs. Viloo Minoo Daver, Phiroze Dorab Mehta and Tehmi Phiroze Mehta carring on Joint Venture business under the firm name of Shenvi & Co. (therein referred to as the Vendors), the said Vendors have granted, conveyed and transferred unto the the said Society (therein referred to as the Purchasers) its right, title and interest in respect of the said property on the terms and conditions more particularly recorded therein.The name of the said Society is mutated in the property Registry Card and in revenue records. The property Registry Card is annexed hereto and marked as **ANNEXURE – 'B'.**

01:	02 :	03:	04:
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PARLE APARAJITA CHSL. **Chairman/Secretary/Treasurer**		**M/s. JPV Realtors Pvt. Ltd.(Developer)**	

C. Shenvi & Co. constructed the building of the Society and obtained the Occupation Certificate under section 353-A (i) from Municipal Corporation of Greater Mumbai on 08.10.1976 bearing no. CE/6074/BSII/AK in the name of the Architect Shri Kailash Sawant.

D. Since the construction of the existing buildings is more than 40 years old and the building had developed cracks at several places, the steel reinforcements in the slabs, columns and beams have been corroded extensively & exposed, there are leakages in the existing flats of several members in the building and the water is constantly seeping into the slabs/RCC structure further causing dilapidation of the building, the said Society unanimously decided that the building is not in repairable conditions and the only solution to the problem would be to demolish the building and construct a new building on the said property. The members of the said Society however did not have the finance or the expertise to construct a new building, therefore they decided to appoint a Developer for re-developing the said building.

E. After discussion and negotiation and vide the offer of JPV Realtors Pvt. Ltd. (the Developer herein) was unanimously accepted by the said society and its members. The said offer letter dated 25.11.2021 is annexed hereto and marked as **ANNEXURE – 'C'.** The said Society vide its Special General Body Meeting held on 13/12/2021 passed a resolution appointing JPV Realtors Pvt. Ltd. as their Developer to commence the Re-development work of the said property. Annexed hereto is the True Extract of the Resolution passed in the Special General Body meeting dated 13/12/2021 is annexed hereto and marked as **ANNEXURE – 'D'.**

F. The society and the members have also given their irrevocable consent to the developer to utilize the existing FSI, TDR to the full potential of the property and /or any other benefits including permissible Fungible FSI etc. under the prevailing D.C. Regulations 2034 or any statutory modifications thereof.

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PARLE APARAJITA CHSL. **Chairman/Secretary/Treasurer**		**M/s. JPV Realtors Pvt. Ltd.(Developer)**	

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G. Draft of this Development Agreement, Power of Attorney, and other ancillary documents have been unanimously approved by the General Body in the meeting of the said society held on 7/04/2022. A copy of the resolution passed in the said meeting held on 7/04/2022 is annexed hereto as **ANNEXURE-'E'.**

H. The Chairman, Secretary and Treasurer of the said society have been duly authorized to sign and seal this Development Agreement and all other documents with respect to the re-development of the said Society for and on behalf of the said society vide resolution dated 13/12/2021 annexed hereto as **ANNEXURE –'F'**.

I. It is expressly agreed that the proposed redevelopment/total construction shall include one residential building of ground plus 11 upper floors as per the tentative plan submitted by developer to the society (hereinafter referred to as "the **proposed new building**") on the said plot of land.

THE SEAL OF THE SUB-REGISTRAR ANDHERI No. 4

J. The Developer shall obtain necessary construction permissions from authorized Municipal Corporation and its various respective and concerned departments and register the project as a ***"Real Estate Project"*** with The Real Estate (Regulation & Development) Act 2016 (RERA) Authority.

K. The said Society and the Developer are desirous of commencing proposed development at the earliest and hence have decided to execute these presents for recording grant of Development rights of the said plot by the said society to the Developer as also the terms decided between the Developer and the said Society pertaining to the Members being these presents;

01:	02 :	03:	04:
11: PKA.	12: Ponchitani	14:	15:
21:	22:	23:	24:
31:	32:	33:	34:
PARLE APARAJITA CHSL. **Chairman/Secretary/Treasurer**		**M/s. JPV Realtors Pvt. Ltd.(Developer)**	

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

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1. The Recitals hereinabove and all the Annexures hereto shall form an integral part of and be read in conjunction with this Agreement as if the same are set out and incorporated herein.

2. Definitions:

In this Agreement, unless the context otherwise requires:

2.1 **"Agreement/s"** shall mean and include this Agreement and includes all amendment, modifications, addendum, supplement thereto and all enclosures, annexures, schedules, appendices, variations, clarifications, amendments duly and specifically agreed, in writing, by and between the Parties herein;

2.2 **"Applicable Law"** means all applicable laws, bye-laws, rules, regulations, orders, ordinance, notifications, guidelines, policies, notices, directions, conditions of any regulatory approval or license issued by a government authority and judgments and any other requirements of any statutory and relevant authority;

2.3 **"Approvals"** means all approvals, permissions, authorizations, consents, licenses, exemptions, letters of intent (LOIs), annexures, intimation of approvals, intimation of disapprovals, commencement certificates, occupation certificates, building completion certificate, notifications, sanctions of layout plans (and any amendments thereto), sanctions of building plans (and any amendments thereto), as may be applicable and/or required for the development of the Said Property or part thereof as may be required under the Applicable Laws;

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PARLE ARARAJITA CHSL. **Chairman/Secretary/Treasurer**		**M/s. JPV Realtors Pvt. Ltd.(Developer)**	

2.4 "**Amenities**" shall mean the amenities as agreed between the Parties hereto to be provided by the Developer in the Members' Area and as listed in Annexure - G hereto;

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2.5 "**CC**" means the Commencement Certificate, which is an official permission granted by the MCGM to start the construction activity in accordance with the plans sanctioned by MCGM;

2.6 "**Carpet area**" shall have the same meaning ascribed to it under RERA.

2.7 "**Common Areas and Facilities**" shall mean and include all the common area amenities and facilities for the common use of the Members and the new Purchaser(s) upon them being admitted as members of the Society, and the same will be demarcated as per the design of the New Building(s) made by the Developer and duly approved by the Society and sanctioned by the concerned authority;

THE SUB-REGISTAR ANDHERI NO. 4

2.8 "**DCPR**" shall mean the Development Control and Promotion Regulations, 2034, as may be applicable to city of Mumbai and extended suburbs and any statutory amendment or modification or re-enactment thereof;

2.9 "**Development Cost/s**" shall mean all the costs and expenses to be incurred by the Developer for the carrying out the development of the Property or part thereof including costs, deposits, premiums and expenses of whatsoever nature to be incurred by the Developer for the planning, approval, construction, completion and handing over of the newly constructed building to the Members and the Purchaser(s);

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PARLE APARAJITA CHSL. **Chairman/Secretary/Treasurer**		**M/s. JPV Realtors Pvt. Ltd.(Developer)**	

2.10 **"Developer's Area"** shall mean and include the balance residential flats and car parking spaces available to the Developer in the New Building for sale/allotment to the prospective Purchaser(s) after providing for the Members' Residential Area &car parking spaces to the Members;

2.11 **"Members"** shall mean the 16 existing members of the Society who hold, possess, use, occupy and enjoy their respective residential flats in the existing Building;

2.12 **"Final Completion Date"** shall mean the day immediately after expiry of 30 (Thirty) days from the date the Developer sends a written notice to the Society about receipt of the Full Occupation Certificate or Part Occupation Certificate (as defined hereunder);

2.12.1 **FORCE MAJEURE"** shall mean any of the following events affecting the Property or any construction namely, an act of God, Pandamic situation, act of Government, Governmental restriction, war, riot, fire, earthquake, acute and industry wide shortage of steel or cement in the known market condition, any judgment or order of any court/authority which directly affect the performance of this Agreement; any orders, circulars, norms, notification, notices from government authorities, etc. been framed and / or passed by the MCGM, Collector / State or Central Government and any other competent authorities which is beyond the control of the Developer and any of the events which directly affect the re – development of the project; any orders, restrictions, directions passed by any Court of Law to stop the construction by Developer of the Society building by tapping the potential of the Plot on which the Society building stands, without any willful default by Developer;

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PARLE APARAJITA CHSL. **Chairman/Secretary/Treasurer**		**M/s. JPV Realtors Pvt. Ltd.(Developer)**	

बदर - १५
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2.13 "**FSI**" is the Floor Space Index which means the quotient of the ratio of the combined gross floor area of all floors, excepting areas specifically exempted under the DCPR, to the total area of the plot, viz:
FSI = Total covered area on all floors/Plot area.

2.14 "**Fungible FSI**" means the fungible compensatory FSI as permitted by the MCGM as per the DCPR;

2.15 "**IOD**" means an Intimation of Disapproval, whereby the MCGM imposes certain conditions, subject to compliance of which, the further permission for the development can be granted;

2.16 "**MCGM**"shall mean the Municipal Corporation of Greater Mumbai;

2.17 "**Members'Area**" shall mean 16 new residential flats to be allotted to the existing members consisting of Existing Area plus 31% additional RERA carpet area on the existing carpet area (including fungible compensatory area) and 16 car parking spaces to be allotted to the existing members as per Annexure - H.

2.18 "**New Building**" shall mean the new Building of one wing to be constructed on the said Land after demolition of the existing Building of the members of the Society (inclusive of the Members' Area and the Developer's Residential Area) and as may be permissible under the DCPR.

2.19 "**Notice**" shall mean a notice in handwritten, typed, or printed characters delivered personally to any or all of the authorized representatives and delivered (by Email/Speed Post/RPAD/Courier) at the registered address or at the current address or any other any other address as may be

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PARLE APARAJITA CHSL. **Chairman/Secretary/Treasurer**		**M/s. JPV Realtors Pvt. Ltd.(Developer)**	

intimated;

2.20 "**OC**" shall mean Full Occupation Certificate issued by MCGM with respect to the New Building(s);

2.21 "**Part OC**" shall mean the Part Occupation Certificate issued by MCGM from time to time with respect to part of New Building consisting of the Member's Residential Area or any part thereof;

2.22 "**Project**" shall mean redevelopment of the said Property under Regulation 33(7)(B) under the provisions of DCPR, 2034, allowing maximum potential development of the said Property.

2.23 "**Possession Date**" shall mean the date on which the Developer hands over the vacant and peaceful possession of the newly constructed building and residential flats to the Society and the existing members, respectively, after obtaining Full Occupation Certificate.

2.24 "**PMC**" means S. P. Associates, having registered office at D – 210, Crystal Plaza, New Link Road, Andheri (West), Mumbai – 400 053 appointed by the Society to act as such vide appointment letter dated 07/09/2021.

2.25 "**Purchaser**(s)" - shall mean and include an individual, a partnership firm, a limited company, body corporate, a private and/or public trust and/or any other party/person with whom the Developer will enter and ex[illegible] agreements for sale for the Developer's Residential Area [illegible]eable residential area or any part thereof;

2.26 "**RERA**" means the Real Estate (Regulation and Development) A[illegible] 2016 and the rules framed thereunder with all or any statutory modificatio[illegible] amendment of re-enactment thereto;

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31:	32:	33:	34:
PARLE APARAJITA CHSL. **Chairman/Secretary/Treasurer**		**M/s. JPV Realtors Pvt. Ltd.(Developer)**	

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2.27 "**TDR**" means Transferable Development Rights as per DCPR

2.28 "**Vacation Date**" means the date on which, the Society hands over vacant possession of the said Property to the Developer for the purpose of re - development.

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3. The Society with the knowledge and consent of the members (as it is testified by the members becoming parties to execute this Redevelopment Agreement) confirms having decided to grant development rights in respect of the Said Property to the Developer.The said Society hereby grants to the Developer and the Developer hereby confirms such grant of the Development Rights of the said property, area as per property registry card is 874.8 sq. mtrs. and development rights shall be as per physical measurement area of 826.4 sq. meters as per Survey Report, bearing Survey No. 186, CTS NO. 873, lying and being at Village Vile Parle, Taluka Andheri, MSD together with the "APARAJITA APARTMENTS" consisting of one building having ground plus three upper floors consisting of 16 no. of flats more particularly described in the SCHEDULE hereunder written and delineated on the plan in RED colour boundary line and hereinafter referred to as "the said Property" for the consideration and on the terms and conditions contained herein and the Developer hereby agrees to so avail and accept from the said Society the Development Rights in respect of the said Property by demolishing the Old Building standing thereon and by utilizing the entire FSI in respect of the said property and by utilizing the Transferable Development Rights to the maximum possible extent and also other FSI or benefits as may be available under DCPR 2034 or any other statutory modifications of the area of the said property as may be considered by the MCGM for approval of plans.

4. It is further expressly agreed by and between the Society and the Developer that, the additional residential area is given to the existing members and the Society on the Society's representation that, the net plot area in possession of the Society is 826.4 sq. meter and hence the development rights are granted considereing the area of 826.4 sq. meters. It is agreed that, at present FSI available is 2.97 and any increase in the FSI

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beyond 2.97, then, the same shall be shared equally by and between the Developer and the Society after deducting expenses for consuming such additional FSI.

The said Society and its members have further agreed that the Developer shall be entitled to utilize the benefits of 10 sq. mtrs. per tenement arising out of section 33(7)(B) of the new DCR 2034. Necessary resolution to that effect shall be passed by the Society for submitting the same to MCGM.

6. By availing the said development rights the Developer shall, at its cost and risk, be entitled to develop the said property, in accordance with the layout and the plans approved by the Society and duly sanctioned by MCGM, subject to amendment as may be approved by MCGM from to time and in accordance with the stipulations and conditions of the sanctioning authorities and prevalent regulations (hereinafter referred to as "the proposed new building"). The Developer shall incur and bear all the direct and indirect costs of the development on its own account.

It is further agreed that Developer shall be entitled to change or amend MCGM approved building plan without affecting the area, size, layout or location of the members of the society and the Developer shall intimate such amendment of plans to the society and any amendment affecting the area, size, lay out, and location in members residential area, Developer shall be required prior written consent of the Society and affected member. It is thus agreed that Developer shall obtain prior written Consent of the Society before applying for any amendment/modification in the plan as aforesaid by submitting such Draft plans with the society and Society shall within 14 days of receipt of such plans , issue their Consent for submission of the same with MCGM Authority however in the event of any discrepancies/doubts, the Society shall have right to communicate their concerns with the Developer to resolve and after Deliberation, at their satisfaction, society shall submit the same. It is further agreed that Developers shall solely be liable to pay fine/penalty etc. imposed by MCGM/Govt./Local bodies etc. However, the Developer is permitted to make any internal planning changes (not in structures) in the residential flats comprising of the

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Developer's Area.

8. In consideration of availing from the said Society the aforesaid rights of Re-development in respect of the said property and in consideration of the members of the society vacating their respective flats and permitting demolition of the same for Re-development purpose, the Developer shall provide to the existing Members newly constructed residential flats in the proposed new building free of cost as and by way of Permanent Alternate Accommodation as per Annexure - H.

9. The Society and its Members have agreed that the Development Project of the said society is exclusively for residential purpose only and the existing/present 16 flat owners and the new/additional flat purchasers who will become members of the said society, shall use their respective flats in the newly redeveloped building for **Residential Purpose Only** and the same shall not be used for any commercial/professional/charitable/service/business purposes. It is also expressly agreed that the members/purchasers shall utilize the Parking Spaces in the said society for parking their **own cars only**.

The Society and its Members are aware and hereby confirm that any benefits in terms of reduction of premium or deferred payment/deposit terms, tax holidays arising out of change in Government Policies or benefits arising out of reduction in premiums payable to MCGM shall solely belong to the Developer only and the Society shall not claim any compensation for such benefits.

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11. It is further agreed between the Parties that GST Implication, if any arising only on the Permanent Alternate Accommodation Agreements shall solely be borne by the respective Members. The Developer shall be responsible for GST Implication on this Agreement and the Power of Attorney and on the residential flats sold by the Developer. However, the Developer is entitled to recover the GST from the prospective purchaser/s of the residential flat/s . It is agreed between the parties that, both the parties shall pay their respective income tax liabilities.

12. Save and except the Members' Residential Area to be allotted by the Developer to the Members in the proposed new building which the Developer has agreed; the Developer shall be entitled to sell, lease, mortgage or create lien on each and every unsold residential flats which are over and above the premises specified for the members herein or otherwise and including car parking spaces which are over and above the car parking spaces which shall be reserved for the existing members in the proposed new building for such terms & considerations it may deem fit and proper, as per Annexure - H. The Developer shall also not create any charge/lien/ encumbrances on the society property (the land on which the society building stands and the new building shall be constructed) and the common areas, too.

13. In consideration of the Society granting development rights in respect of the said property to the Developers and in consideration of the members of the Society consenting to the grant of Development Rights to the Developer vacating their flats and permitting demolition of the same for the development, the Developer agrees to provide to the Members in lieu of their old premises and as and by way of Permanent Alternate Accommodation residential flats in the proposed new building, a residential flat having carpet area equivalent to the existing carpet area plus 31% additional RERA carpet area which is including the fungible compensatory FSI, free of cost and on ownership basis. A chart showing the existing flats held by the Members and the new residential flats to be allotted to them as well as the tentative plan is annexed hereto and marked as **ANNEXURE – H**.

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14. The Parties hereby confirm that the statements, declarations and representations made by them hereinabove are true to their own knowledge and are made by them conscientiously believing the same to be true and knowing fully well that relying upon the said statements, declaration and representations to be true and correct and the undertakings given to be performed by the Society, the Developer have agreed to undertake various obligations as hereinafter mentioned. The Society hereby undertakes and agrees to pay the arrears including penalties/interest etc. of all the relevant taxes, estate, duty etc. and all other liabilities in respect of the said property, till the Vacation Date.

15. **Construction timeline:**

i. The Developer shall, within a maximum period of 6 months from the date of execution and registration of this Development Agreement, obtain IOD from MCGM.

ii. The Developer shall, within 30 days from the date of receiving the IOD, issue Vacating Notice to the Society to vacate their respective premises within a period of 30 days of receipt of such notice by the society to each individual members.

iii. Prior to vacation by the Members, the Developer, members and the society shall (i) duly sign and execute, Individual Permanent Alternative Accommodation Agreements in terms hereof, with each of the Members and (ii) bear the stamp duty limited to the free additional residential area provided by the Developer and shall also bear the registration costs and other out of pocket expenses payable for registration of the said individual agreements. The Developers, members and the society shall register the said agreements. Members purchasing additional residential area shall also pay their respective stamp duties and registration charges prior to execution of the Permanent Alternative Accommodation Agreements.

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iv. Within 3 (Three) months from the last member vacating his/her/their respective Flat, the Developer shall demolish the existing Building, obtain First CC and commence construction of the proposed building as per MCGM rules.

v. Once the Developer obtains IOD, the Developer shall immediately apply to get the project registered with Maha-RERA.

vi. Subject to Force Majeure conditions specifically defined hereunder, the Developer has agreed to complete redevelopment of the Society with period of 27 (Twenty Seven) months from the date of receipt of obtaining the First CC from the MCGM with a grace period of additional maximum 6 (Six) months ("Completion Period"), with all the agreed Amenities and full OC from the MCGM. However, it is hereby clarified between the Parties hereto that only in an unforeseen circumstance where the Developer, for the reasons not being attributable to him is unable to obtain the full OC, the Developer shall be allowed to obtain part OC concerning the member's entitlement in the new building being constructed and completed in all respects as per the sanctioned plans along with completing the construction of the overhead water tank, sewage disposal system and electrical facilities, and providing the common areas and amenities and subject to the building being in a fit condition for occupation.

vii. As soon as the Developer procures the OC and/or Part OC from the MCGM, the Developer shall, within 15 (Fifteen) days send a notice to the Society about receipt of the OC and offer possession to the Members of the Society. Only after offering possession to the existing members of the Society shall the Developer be entitled to offer possession to the purchasers of residential flats other than members' entitlement in the

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new building to be constructed by the Developer.

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viii. Within 30 (Thirty) days from the date of receipt of Possession notice, ("Final Completion Date"), the Developers shall offer possession to the existing Members of their respective New Residential Flat/s in the New Building. On expiry of the aforesaid 30 days, those members who have failed to take possession shall be deemed to have taken possession of their respective new premises and the Developers shall not be liable to pay the monthly compensation for temporary accommodation from the end of the 30 days' notice period and the Developer shall be free to offer possession to its prospective residential flat purchasers from the Developers Free Sale Residential Area of their residential flats and car parking spaces simultaneously with offer of possession to members. The members shall be liable to pay their respective proportionate outgoings, taxes etc. on and from date of taking the possession of their respective new residential flat and/or end of 30 days' period from final notice, whichever is earlier.

ix. It is agreed that the time period stated hereinabove cannot be extended in any circumstances beyond the time stipulated hereinabove and the Developers shall handover the possession of the said new residential flat, to the Members herein, within the stipulated time, without fail and not to put the Member in jeopardy.

16. It is agreed that for all purposes the said Society will continue to be in possession of the said property and the Developers will have only a license to enter upon the said property for the purpose of development/construction of new building and other incidental work thereof as a Licensee from the Vacation Date. It is hereby made explicity clear between the parties that, Members or any person acting on their behalf shall in any circumstances will not create hinderance and obstructions of any

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nature whatsoever for smooth functioning of the re - development project and Developers cannot be prevented to enter the society until all the unsold residential flats are sold.

17. Save and except the residential flats to be allotted by the Developer to the Members in the proposed new building which the Developer has agreed; the Developer shall be entitled to sell, lease or otherwise deal with the residential flats in the proposed new building for such consideration and on such terms as it may deem fit and proper.

18. The Society has established a good and marketable title in respect of the said Property and the Developer has entered into these presents after satisfying themselves w.r.t. the title of the Society to the Property. The Society shall procure a Title Certificate from their advocate at their costs and expenses.

19. The Developer shall at its cost provide common amenities/facilities in the proposed new building and in the newly constructed residential flats to be allotted to the members of the said society. A list of amenities to be provided is annexed hereto as **ANNEXURE – G**. It is agreed and undertaken by the Developer that, the Developer shall provide the same set of amenities to the existing members' flats as shall be provided in the Developer's Sale Residential Flats.

20. In addition to the aforesaid permanent alternate accommodation the Developer shall also provide to each member of the said society the following Additional residential area/ Hardship Compensation/ Transit Compensation detailed herein under:

a. The Developer has agreed to provide to the members 31% (Thirty One) additional RERA carpet area on their existing carpet area, which shall be inclusive of permissible Fungible FSI.

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b. The Developer has agreed to allot one car parking space to each of the members presently occupying residential flat in the said Society. The Developer shall be entitled to allot remaning car parking spaces as per the approved plans to new residential flat purchasers only in the newly constructed building and the Society and/or its members shall have no objection or say of any nature whatsoever to the same.

c. The Developer has agreed to pay Hardship Compensation of Rs. 2250/- (Rs. Two Thousand Two Hundred Fifty Only) per sq. ft. of the existing carpet area, in the following manner:

i. 5% on vacating the existing Flats occupied by the members;

ii. 95% upon receiving possession of new residential flat after obtaining Occupation Certificate of the said project.

d. The Developer has agreed to pay to the occupiers of the existing flats 27 months' (and additional 6 months' grace period) transit compensation for acquiring temporary alternate accommodation @Rs. 100/- (Rupees Hundred Only) per sq.ft. on the existing carpet area with an esclation of 10% p.a on the last paid transit compensation on every block of 12 months in the following manner;

- One cheque of First 12 months monthly compensation on or before member vacating their respective Flats.
- Post Dated Cheques for next 12 + 3 months (plus any grace period) monthly compensation on the member vacatinghis existing premises.

At no given point of time the abovementioned Post Dated Cheques issued in favour of respective Member towards Transit compensation shall be dishonoured nor shall such transit compensation be stopped for any reason to any of the Society Members from the date of vacating the flat till the time of handing over re-possession of the newly constructed residential flat except for reasons mentioned hereinbelow. It is further agreed by and between the parties that in any case developer is unable to provide the members required cheques, in such case developer shall make such payment via

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RTGS/NEFT to the members on the same day and members shall not raise any objection of any nature whatsoever. The members shall not be liable to give any account to the Society and the Developer for the use of the aforementioned cheques issued towards displacement compensation, brokerage, and shifting charges. They shall be at full liberty to utilize the said amounts in the manner as would best suit them.

21. The Developer has agreed to pay onetime shifting charges of Rs. 36,000/- (Rupees Thirty Six Thousand Only) (to and fro) to the members of the said society. Such shifting charge shall be paid by Cheque, which shall be issued to the members at the time of vacating their respective flats and handing over vacant and peaceful possession of their respective flat to the Developer.

22. The Developer has also agreed to pay to all the society members a sum equivalent to one month's transit compensation (of First month) as onetime brokerage charges along with the First 12 month's Transit compensation. The said brokerage shall be based on the compensation of the First month of the First year.The payment of brokerage shall be subject to TDS as per applicable rate of interest as per provisions of Income Tax Act during the Financial Year.

23. All the aforesaid cheques shall be deposited by the Developer with the authorized committee of the said society and the said society shall distribute the same among its members upon the said member/s handing over vacant possession of their existing flats to the said Society or the Developer.

24. The Society hereby agrees and confirms that there may be a variation in the carpet area of the Members' New Residential Flats on account of planning or construction constraints subject however to a maximum of +/- 10 Sq.ft. of the Rera Carpet Area of the new residential flat. It is clarified that in case of any such variation, the shortfall in the residential area of the Member's New Residential Flat, or the increase in the residential area thereof, whichever is applicable, shall be compensated, by the

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Developer to the concerned Member, or by the concerned Member to the Developer, as the case may be, on the Possession Date after the Developer and the Member undertaking independent survey, and which compensation shall be calculated at the rate of Rs.36,900/- (Rupees Thirty Six Thousand Nine Hundred Only) per sq. ft of RERA carpet area of increase, or as the case may be, reduction, of the residential area of the Member's New Residential Flat .

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25. In the event if any existing member purchases any additional carpet area over and above the carpet area to be provided as Permanent Alternate Accommodation, then in such event, the said existing member/purchaser shall pay consideration of such additional carpet area @ Rs. 36,900/- (Rupees Thirty Six Thousand Nine Hundred only) per sq. ft. (RERA carpet) upto purchase of 100 sq. ft. (RERA carpet) per residential flat.

26. The payment schedule for such purchase of additional carpet area shall be in the following manner:-

No	Description	% Due	% Due Cum)
1	On Execution of Development Agreement	10.00%	10.00%
2	On Execution of Permanent Alternate Accommodation Agreement	20.00%	30.00%
3	On Plinth Completion	15.00%	45.00%
4	Casting of 1st Slab	2.27%	47.27%
5	Casting of 2nd Slab	2.27%	49.54%
6	Casting of 3rd Slab	2.27%	51.81%
7	Casting of 4th Slab	2.27%	54.08%
8	Casting of 5th Slab	2.27%	56.35%
9	Casting of 6th Slab	2.27%	58.62%
10	Casting of 7th Slab	2.27%	60.89%
11	Casting of 8th Slab	2.27%	63.16%
12	Casting of 9th Slab	2.27%	65.43%
13	Casting of 10th Slab	2.27%	67.70%
14	Casting of 11th Slab	2.30%	70.00%
15	Completion of Internal Brick Work & Plaster	2.50%	72.50 %
16	Installation of Flooring, Doors & Windows	2.50%	75.00 %
17	Finishing of Staircase & Lift Lobbies	5.00%	80.00 %
18	External Plumbing & Plaster & Water proofing	5.00%	85.00 %
19	Electrical Fittings & Pavement of Courtyards	5.00%	90.00 %
20	Lifts & Electromechanical Installation	5.00%	95.00 %
21	On Occupation Certificate	5.00%	100.00 %

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PARLE APARAJITA CHSL.

Chairman/Secretary/Treasurer

M/s. JPV Realtors Pvt. Ltd.(Developer)

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i. All payments to be made by the member/purchaser under this Agreement shall be either by cheque/s demand drafts or pay orders issued in the name of **"M/s. JPV Realtors Pvt. Ltd."**

ii. The Stamp Duty and Registration charges along with statutory taxes/GST on the purchase of such extra residential area and/or additional residential flat over and above the residential area/flat provided free of cost, shall be borne and paid by the such intending member/purchaser.

iii. The member/purchaser shall pay to the Developer the aforesaid instalments within 15 days from the date of written demand notice issued by the Developer to respective Member failing which an interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay on the amounts due and falling in arrears. (**"the Interest Rate"**).

27. In addition to the agreed compensation, it is agreed that, the Developer shall adhere to the time period stated hereinabove and the Developer shall handover the possession of the said new residential flats with Full Occupation Certificate (OC) to the Members herein within the stipulated timeframe without fail. The time to complete the development as set out hereinabove is agreed by the Developers on the basis of the assurances and representation and specific agreement by the Society and the Member hereto or any person or persons claiming by, through or under the Member shall cause any obstacles, hindrances to the development work and not to obtain any injunction order from any court of law or authority restraining the Developer from re-develop the said property. In case of any such hindrance or obstacles is caused by any Member/s including the Member herein and/or any restrain order is brought by the Society or any of the Member then in such event the period during which the re-development work is stopped on account of the same, shall be excluded from the aforesaid period and during those period the Developer is not liable to pay the

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compensation of the temporary alternate accommodation to all Member/s, who obtain such restrain and/or injunction Order from any of the Court of Law or authority restraining the re-development of the said property. The said Member/ Members, who has/have caused any hindrance and/or obstacles as mentioned above shall bear all the cost of the litigation and all other related costs, expenses and charges thereto exclusively and alone and shall also pay damages/compensation to the other remaining Members and also to the Developers for such period. In case of any natural calamity, Force Majeur and change in D.C. Regulation if the development is stopped for the same the said period also be extended from the said period of stipulated time, or circumstances beyond the control of the Developer, however, the Developer shall be liable to pay the displacement compensation under the period of force majeure circumstances.

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28. **THE SOCIETY HEREBY DECLARES AND RECORDS THAT:**

a. The Society is seized and possessed of and/or otherwise well and sufficiently entitled to hold and occupy the said property more particularly described in the Schedule hereunder written subject to the rights of its members to use, occupy and possess their respective flats allotted to them and their title in respect to the said property is clear and marketable and free from reasonable doubt.

b. The Society has not created any mortgage, charge or encumbrances of whatsoever nature in respect of the said property or any part thereof.

c. It has full right and absolute authority to grant the Development Rights in respect of the said Property by utilizing the permissible FSI till the date the Developer obtains IOD, as well as by utilizing the Transferable Development Rights to the fullest extent that may be permissible in accordance with the Development Control Regulations for Greater Mumbai, maximum upto 2.97 FSI on the Plot Area.

d. Prior to execution of this Agreement, the said Society has not entered into any other Agreement or arrangement with anyone else for further Development of the said property by utilising the TDR nor has it received any consideration in respect thereof.

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e. At present there are no Suit or proceedings pending against the said Society in respect of the said property nor any order has been passed by the Court or any other Authority, restraining the Society from entering into any Agreement with the Developer for granting the Development Rights in respect of the said plot.

29. **THE SOCIETY FURTHER REPRESENTS TO THE DEVELOPER AND DECLARE AND CONFIRM:**

a. The Society is entitled and authorized by its General Body Meetings to enter into this Development Agreement, General Power of Attorney and they have full authority to sign, execute and register the same and to admit execution thereof;

b. That the Society are in the sole and exclusive use, occupation, possession and enjoyment of the said property;

c. The said property does not carry any rights of Adivasi.

d. That the said property in all Government (State and Central), Revenue and City Survey and Municipal records stands in the name of the Society and is their true and absolute property and no other person or persons have any right, title or interest, property, claim or demand whatsoever nature into or upon either by way of sale, gift, trust, inheritance, leave, easement or otherwise howsoever;

e. That the said property and the existing building with all the flats are free from encumbrances of whatsoever nature and are not subject matter of any litigation, nor the same or any part thereof are attached either before judgment or in the execution of any decree nor has any lispendens been registered in respect thereof.

f. That the Society have duly paid to the respective authorities upto the handing over vacant and peaceful possession of exisiting flats for the redevelopment to the developer, all outgoings, statutory taxes, estate duty and other relevant duties payable by the Society in respect of the said property, however, the Society undertakes to pay the arrears of any taxes, statutory dues and other penalties and duties payable in respect of the said property to the concerned authority, municipal authorities in respect of the said property that would be payable till the date of vacation;

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g. That the Society have good right, full power and absolute authority to grant development rights to the Developer and power and authority to develop the said property in terms hereof and there is no impediment or restraints or injunction against the Society from being able to do so;

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h. That there are no other persons/s claiming to be interested in the said property or having any right, title or interest of whatsoever nature in the said property or any part thereof;

i. Prior to entering into this Agreement with the Developer, the Society has not agreed or committed for sale, exchange, gift, lease, mortgage or grant of any development rights to any person or persons nor received or accepted any consideration from any person/s;

j. No proceedings have been initiated under any of the laws relating to Income Tax, and/or any other such taxes, Municipal / Assessment taxes nor there any orders of attachment levied for recovery of any such taxes or arrears;

k. There is no injunction or any other order from any court, collector, revenue authority, municipal corporation or for any taxation or other dues disentitling or restraining the Society from dealing with the said property or entering into this Agreement;

l. So far no notice has been received or served upon any of the Society demanding payment of Municipal Tax, Land Revenue, N.A. Assessment, betterment charges or any other duties, amounts, penalties etc. and that no demand notice is pending for recovery of any of the same.

m. The Society hereby declare that no notice from the Government or any other body or authority or under the Mumbai Municipal Corporation act, or the Epidemic Disease Act, the Land Acquisition Act, Government Ordinances, Order or Notification (including any notice for acquisition or requisition or the plots or any part thereof) has been received by or served upon them or any other person/s interested herein nor is the said property or any part thereof included in any intended or published scheme of improvement of the Collector of Bombay Suburban District (BSD) or other Public Body or Authority;

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n. There are no outstanding, encumbrances, mortgage, liens (notices for acquisition, requisition or set back) easement, or outstanding interest or claims by any parties other than the Society herein nor is the said property subject matter of the pending suit or attachment either before or after Judgment. No notification is issued under any ordinance, act, statute rules or regulations affecting the said property;

o. The Society have not done any act of commission or omission whereby they are prevented or restrained from entering into this Development Agreement;

p. The Society further represent and confirm to the Developer that all the open spaces and lands in the said property is in the exclusive possession and control of the Society and no other person or persons has any right or interest therein including any easementary rights.

q. It is hereby agreed and undertaken by the Society with the Developer that the members of the Society shall hereafter not alienate, nor encumber the said plot or any part thereof in any manner whatsoever, pertaining to the said plot or any part thereof, thereby in any manner prejudicially affecting the development rights hereby granted.

30. THE SOCIETY SHALL ENSURE THAT:

a. The members enter into separate agreement for Permanent Alternate Accommodation with the Developer.

b. The members shall shift to a temporary alternate accommodation to be acquired by them during the period of construction and handover the vacant and peaceful possession of their respective premises to the Developer to facilitate demolition of the existing structure and reconstruction of the new building/s as per the plans and specification as sanctioned by MCGM.

c. The members shall return the unused cheques paid by the Developer towards transit compensation in the event the developer hands over possession of the newly constructed residential flats to the members before completion of the 33 months. In case the Developer fails to complete the construction of the new

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building within the time period mentioned hereinabove, the Developer shall be liable to pay to the Society members, enhanced displacement compensation @ 25% over and above the last paid displacement compensation till the time the Developer obtains Full OC.

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31. The Developer hereby agrees and covenants that:

The Developer shall be entitled to the said development at its cost and risk and the Developer alone shall be liable to incur, bear and pay all direct and indirect costs of the said development including but not limited to:

a. Carrying out construction of the proposed new building;

b. Providing amenities in the proposed new building and the residential flats/units to be allotted to the members;

c. Paying fees of the architects, RCC Consultants and other professionals engaged or likely to be engaged in the said development;

d. Paying refundable and non-refundable deposits, charges, levies and cesses whether in the name of the Society or otherwise howsoever;

e. Paying, charges, levies and cesses to MCGM and/or any other authorities including the property tax, tax on land under construction, NA tax etc from the vacation date till the possession date; In case of part payment or non payment, the Society shall be liable to recover such arrears or unpaid sums from the Developer with interest calculated @ 12% from the date of non payment till the date of payment.

f. Paying all costs, charges and expenses in respect of the existing building from the date of handing over the vacant possession by all the members till obtaining the Occupation Certificate of the proposed project by the Developer.

g. To reimburse fees of PMC and Advocate of the Society not exceeding Rs. 25,00,000/-.

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32. For due compliance of the terms and conditions of the Development Agreement,the Developer hereby creates charge and lien in favour of Society in respect of 2 (two) residential flats bearing No. **102** and **202** (as per the tentative plan) admeasuring 694 square feet each (Rera carpet area) ("**Secured Area**"), as per Annexure - H. One secured residential flat forming a part of the secured residential area shall be automatically released by the Society on procurement of Full TDR and second secured residential flat forming a part of the secured area shall be deemed to have been released on the Develoepr offering possession of new residential flats to the existing members after obtaining Full Occupation Certificate. In case of the Developer not completing the construction of the building within the time period mentioned hereunder, the Society, after giving to the Developer a notice of 30 days to rectify a breach/ correct a violation of these presents, shall be entitled to complete the construction of the new building by selling the secured area. The accounts of the expense incurred shall be furnished by the Society to the Developer after the Society obtains Full OC. In case the proceeds fall short, the Society shall automatically have a charge/ lien on such area, the sale proceeds thereof shall be capable to cover the expense incurred by the Society and the Developer shall not sell/ allot/ offer for possession such residential flat/ area until the Developer pays to the Society such sums by which the Society fell short after selling the Secured Area. Alternatively, the Developer shall also assist the Society in receiving the funds deposited with RERA in the escrow account concerning the re-development of the society building by tapping the potential of the property on which the society building stands for the construction and completion of the building and obtaining Full OC.

33. For the same, the Developer shall (i) execute the agreement for sale for the Secured Area along with execution of the Members Permanent Alternate Accommodation agreement; and (ii) execute a specific power of attorney to admit execution of such agreement for sale in respect of the Secured Area for the purpose of registration.

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34. The Developer shall not be entitled to sell, lease, create lien/ charge, etc. on the Secured Area to any third party till the Secured Area is released by the Society as mentioned hereinabove.

35. However, Subject to General Body approval, the said Society has agreed for exchange/swapping of the Secured Area in case of any specific demand from the prospective purchaser of the Developer for any other ready for possession constructed residential flat.

36. The Developer undertake not to create any third party right, title, interest, charge, lien of whatsoever nature in respect of said Secure Area until the society duly releases it as per terms recorded hereinabove. It is further agreed that the Society shall be in legal possession of the residential flat reserved as secured area.

The Secured Area shall also be utilized (by way of Sale, Lease, mortgage, lien or third party right) against the following cases after giving 30 days written notice to make the requisite payment to the Society by the Developer, and on failure of the Developer to comply such requisition:

a) Payment of any penalty.
b) Payment towards unpaid monthly compensation.
c) Payment towards the cost of construction of existing members area if the development taken by the Society on the ground of Developers deficiency.
d) For obtaining Full Occupation Certificate.
e) Towards payment of various guarantee cum defect liability any other uncompleted obligations of Developer under this Agreement.
f) Towards payment of any outstanding cess, taxes, statutory liabilities towards the said property from the date of vacation by the members and till the date the Developer obtains Full Occupation Certificate.

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38. The Developer shall maintain open terraces and common areas at its exclusive expense till the management of duly completed building is handed over to the society till Full Occupation Certificate is obtained.

39. The Developer shall be at liberty to sell the remaining residential flats in the open market for residential purpose/ s only and on such terms and conditions as the Developer may deem fit and the Developer shall be entitled to appropriate the proceeds thereof for its own purpose. The said Society shall, if so required by the developer, join in such Agreement as a formal Confirming Party. The Purchasers of the residential flats from the Developer on what is popularly known as "Ownership basis" shall be entitled to be admitted as members of the proposed new society only upon making full payment of the dues of the Developer and paying such charges and such proportionate payments towards the various funds of the Society, to the Society as may be allowed under the co – operative laws of the land.

40. The Developer or any of its authorised representative or an agent will not create any third party rights or mortgage or lien or encumbrance or any kind whatsoever on the Said Property including but not limited to Said Plot or any portion of Member's Residential Flat in the proposed new building for executing this Redevelopment and the common areas or restricted common area, if any.

41. Obligations of Society & Members:

a. It is agreed that the Society, in view of this agreement, shall not enter into any other or other agreement in respect of the said Buildings as well as the said Property and shall not transfer, sell, mortgage or create any third party rights of the said property and shall not enter into any arrangement or agreement with any other person or persons concerning the re – development of the society building and the land on which the society building stands till the time Full Occupation is received by the Developer.

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b. It is agreed that the Society and its members shall not in any way cause any obstruction or interruption in the construction and re-development work carried out by the Developers and shall not do or omit to do any acts, matters or things whereby the Developers shall be prevented from carrying out the Development of the said property or the Redevelopment work is delayed in any manner. However, the Developer shall permit the Society PMC with office bearers for periodic inspection of progress of work.

c. It is agreed that all the assessments, property taxes, electricity bills, Telephone charges, Cable rent and any other bills/charges in respect of the respective flat/premises of the Society members up to the date of handing over its possession to the Developers for its development shall be borne and paid by such Society member. If any default found in paying/clearing any dues by any of the members, then in such event Developers shall clear/pay such arrears and shall adjust such amount against the Hardship compensation payable by the Developers to such members, with intimation to such members.

d. It is agreed that the Member of the Society shall vacate their premises within 30 (thirty) days from the intimation from the Developer upon compliance of condition stipulated in this Agreement by the Developer.

e. It is agreed between the parties that member shall clear their charge or lien or mortgage on their individual units before handing over to the Developer for demolition. Any expenditure incurred for such non compliance by any member by the Developer shall be collected from such member.

f. The Society shall ensure that those members who have taken loan on their individual flats shall obtain at their own costs and charges N.O.C. from their respective banks (financial institution in favour of the Developers herein).

g. The existing members are the absolute legal and beneficial Owners of his/her/their respective flats and have a clear and marketable title to the same.

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h. In the event of any litigation instituted by any Members of the Society against the Society, the same will be defended by the Society at its own costs with the cooperation of the Developers.

42. The Developer shall be entitled to enter upon and remain on the said Property for the purpose of carrying out the development from the date hereof till completion of the entire Development work and till the Developer receiving full Ocupation Certificate.

43. The Developers shall be entitled to store building materials at the site and for such storage and shall be entitled to put up temporary structures at site office and also premises for workers to stay there on site during the period of construction, as per the rules and regulations of MCGM.

44. The Society upon the execution of this Development Agreement have granted License unto the Developers that the Developers and their Architect, workers, contractors, etc. shall be entitled to enter upon the said property for carrying out the work of demolition and to carry out and complete the work of redevelopment in the manner herein agreed upon, as per the rules and regulations of MCGM.

45. The said Society hereby agree and undertakes that the members shall vacate their respective flats within 30 days from the receipt of Intimation of Disapproval from Municipal Corporation of Greater Mumbai by the Society and/or upon receiving intimation from the Developer accompanied with a notice to vacate, and the payment of compensation to each member for alternate accommodation shall start from the date which may precede by only 15(Fifteen) days before the actual date of vacating.

46. The Developer shall enter into Tripartite Permanent Alternate Accommodation Agreement with the Individual members within 30 days fromobtaining Intimation of Disapproval (IOD) from MCGM before the Members vacating their respective flats.

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47. The said Society has granted Re-development rights of the said property to the Developer on the reckoning that available FSI in respect of the said plot is 1 and the maximum TDR which can be utilized to the maximum extent on the said plot with available permissible Fungible FSI accounting to a total of 2.97 FSI/TOTAL DEVELOPMENT POTENTIAL on the plot area.

48. The Transfer of Development Rights (TDR) to be loaded on the said plot will be purchased by the Developer at its own cost in the name of the said Society as under:

a. The Developer shall obtain IOD consisting of Basic Zonal FSI + 0.5 MCGM FSI + applicable fungible + benefits of TDR under 33(7)(B),
b. The Developer shall thereafter within 1 year of obtaining First Commencement Certificate purchase remaining TDR.

49. The proposed new building and also all the constructed portions will be the property of the society and the residential flats therein shall be allotted to the members or any prospective residential flat purchasers, desirous of being members of the Society and agreeing to abide by the rules and bye-laws of the Maharashtra Co-operative Housing Society Act, 1960 (as amended upto date).

50. During the subsistence of this Development Agreement, the members of the said Society shall not be entitled to sell/transfer their respective residential flats in the proposed new building/s under construction without prior written approval of the Society and Developer herein.

51. The Society shall cause the members of the Society as and when required by the Developers, to execute necessary letter of consent and shall also cause the members of the Society to sign and execute all such Letters, consents, agreements, deeds and documents, for the purpose of approval of and/or the amalgamation/amendment / modification of the scheme submitted by the Developers and shall cause the members of the Society to give all necessary co-operation and assistance to the Developers in that regard.

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52. It is expressly understood that any delay that occurs in completion of the development due to reasons beyond control of the Developers, such as acts of God or State or any injunction on Order against the Society by any member shall be excluded from the period envisaged for completion of the project inclusive of the grace period. The parties hereto agree that the period for completion of the construction work shall be subject to Force Majeure as defined earlier.

53. The Developers agree, undertake and covenant to construct and provide free of cost permanent alternative accommodation in terms of residential Flats on ownership basis in new building to the members of the Society in lieu of the existing premises, completed in all respects along with all the facilities and amenitiesin the newly constructed building as per the plans approved and sanctioned by MCGM.

54. The Society has agreed that besides residential flats and car parking's to be allotted to the Society members (and the secured area, until the same is realeased by the Society), all the remaining residential flats and car parking shall belong to the Developer and the Developer shall be at liberty to sell the said residential flats and allot the remaining parking to the prospective new purchaser/s in the manner the developer deems fit and proper.

55. The Developer hereby agrees that it shall take the necessary precaution as a prudent Developer while carrying out the Development work to ensure the safety and security of the workmen of the building as well as of the said property including that of taking out an Insurance Policy as required by MCGM. The Developer will be liable for all the damages, injuries, and occurrence of any third party liability of any nature. The Developer indemnifies and shall keep the Society and its present and future office bearers indemnified from time to time and at all times from and against any costs, charges, losses and/or claims that the Society and/or its office bearers may incur or suffer.

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56. The Developer shall be responsible for any structural defect caused due to poor quality of workmanship for a period of 5 (five) years from the date of receiving full Occupation Certificate . The Developer shall ensure performance of its obligations under this clause. However, it is clarified that if any defect arises due to renovation and/or modification or any structural changes carried out by any occupant in his/her individual residential flat, the developer shall not be responsible to rectify such defect and as per the provisions prescribed in the RERA Act, 2016 and as amended thereafter.

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57. The Developer shall be entitled to avail loans, finance and/or other credit facilities from banks and financial institutions against the security only of the Developer's Area only in the proposed new building and/or the new development. In this regard the Developer shall be entitled and at liberty to sign Mortgage Deed(s), Loan Agreement(s) and other documentation, whether legal or in English form, or by way of an equitable mortgage Provided that the Developer shall be the principal debtor and shall be the sole liability and responsibility of the Developer to repay such loan amounts with interest, costs, charges and expenses thereon. The said Society shall not be liable or responsible in any manner howsoever for any such loans or credit facilities availed of by the Developer and/or for any default on the part of the Developer. The Developer shall indemnify and keep the said society indemnified from and against any claim or demand in this regards.

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58. None of the members of the said Society shall be entitled to deal directly with the Developer and the grievances, if any, shall be routed through the existing Managing Committee.

59. It is agreed on the part of the Society that as the Developer shall undertake the Development work and shall invest huge amount, neither party is entitled to terminate this Agreement before exhausting all the remedies. In the event any party commits any default, the other party shall be entitled to insist upon specific performance of this Agreement. It is further agreed by the said Society or its members that they shall not obstruct the Development work in any manner and all the disputes shall be referred to a sole Arbitrator, mutually appointed by the Developer and the Society and the arbitration

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shall be carried out under the provisions of the Arbitration and Conciliation Act, 1996 (as amended, from time to time). The seat of such sole arbitrator shall be at Mumbai and the language in which such arbitration shall be conducted shall be in English. The award of the arbitrator shall be final and binding upon the members and the Developer, as the outcome may be. The costs of such arbitrational proceedings shall be borne and paid by respective parties.

60. The Developer hereby expressly agrees that members of the said Society will be offered possession of the new residential flats being the Permanent Alternative Accommodation in lieu of their existing flats and the Developer will be entitled to put any persons in possession of any of the free-sale residential flats or permit the occupation thereof only after the existing members are offered possession by the Developer after obtaining Full OC, as the case may be. The Developer shall nevertheless be entitled and empowered to sell any free- sale premises.

61. The existing members of the said Society shall pay to the Developer, on or before or at the time of taking possession of the newly constructed residential flats (i.e receiving the keys of the new residential flats) Rs. 7/- per sq. ft. per month for residential flat, in advance for six months (6 months), being charges towards proportionate share/contribution of outgoings which includes Security Charges, Water Charges payable to MMC, sweeper charges, electricity charges (i.e. electricity charges for staircase, passage, lift, pump room meter and firefighting equipment) lift maintenance and common garden maintenance charges, whichever is applicable. These maintenance charges shall not be accountable in any manner at any point of time. It is expressly clarified that the above stated maintenance amount does not include property tax and municipal tax.

62. Upon the coming to an end of 30 days from the date of the possession notice after obtaining full OC, as the case maybe, the existing members shall be liable to bear and pay the maintenance charges and other outgoings proportionately in proportion of the area of

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the residential flat occupied by the members which bears to the total area of all the residential flats on the proposed new building.

63. The Member/s shall take possession of the new Residential Flat within 30 days of the Developer giving written notice to the Member/s intimating that the said new Residential Flat is ready for use and occupation, and the Member/s shall before taking possession of the said new Residential Flat inspect the same thoroughly and point out defects if any in construction and/or amenities and facilities. On taking possession of the said new Residential Flat and thereafter within 90 (ninety) days unless otherwise recorded in writing, the Member/s shall be deemed to have inspected the same thoroughly and for the same without any defect in construction and/or amenities and facilities.

64. All plans and other formalities for construction work to be carried out will be done by the Architect and the Architect of the Developer's on record will certify that R.C.C. and other construction work as required to be carried out under the supervision has been carried out as per the Plans sanctioned from time to time and standard quality materials are used in the construction. The Developer shall provide from time to time and/or upon being required by the said Society to furnish requisite information to the Society regarding the sanctioned plan/modifications/IOD/CC and all such information, copies of the documents and papers. All the Architectural plans and complete RCC structural drawings for location and situation will be given to the Society once for their study and formal approval and record and all necessary changes if any shall be incorporated before submitting to the MCGM or any other bodies. All the plans finalized by the society and once submitted to MCGM for approval shall not be amended under any conditions and no members shall request the developer for any change/amendment whatsoever of any nature. All copies of the sanctioned plan and drawings shall be furnished to the said Society upon request. The said Society can appoint Architect and/or Structural Engineer for the purpose of verification, clarification, if any, in regards to the project at the cost of the Society.

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65. Any refundable deposits paid and/or which may hereinafter be paid to the MCGM or any concerned authorities shall belong to the Developer irrespective of the name(s) under which they have been paid. If possible and permissible the Developer shall be entitled to receive a direct refund of the said deposits and the society shall authorize the Developer to collect the refund directly in his name. If the said society receives a refund of any such Deposits, then they shall be bound and liable to pay the same in full to the Developer within 30 days thereof.

66. The Developer shall be entitled to obtain the refund from the Municipal Corporation of Greater Mumbai in respect of all the deposits/ premium which may be payable by the Developer to the Municipal Corporation of Greater Mumbai in the name of the Society. Any such refunds coming to the account of the Developer in the name of the Society shall be reimbursed to the Developer within a period of 30 (thirty) days from the date of receipt.

67. It is hereby specifically agreed and declared by the said society that the Developer is solely liable and responsible for the demolition of the existing structure and simultaneously the Developer shall also be entitled for the profits derived out of the said debris and/ or any benefit available out of the said debris, the same shall belong to the Developer and the society shall not claim any such amounts from the Developer. The debris and all materials of the said building shall belong to the Developers and the Developers shall be entitled to dispose off the same in any manner as they deem fit and proper and to appropriate the sale proceeds for themselves without in any way accountable to the society or its members. However, it is clarified that the members shall be entitled to remove their personal articles things, belongings, furniture's fittings and fixtures and embedments, etc. from the respective flats before handing over possession of their respective flats to the Developer and once the flats are handed over to the Developer for demolition no members shall be permitted to remove any fittings / fixtures and/or claim any compensation for the same .

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68. On completion of the project, the Developer shall, within 6 (six) months of the receipt of Full Occupation Certificate, hand over to the Society all documents pertaining to the said property/new construction as may have been obtained by the Developer and/or their architects from the MCGM/concerned authorities or from the Society which include (but are not limited to) sanctioned plans, IOD, Commencement Certificate, Occupation Certificate, Fire Fighting permissions and drawings, requisite permissions for the elevators, water and electric supply, Full OC, etc. along with day to day affiars of the newly constructed building.

69. The Developer shall make provisions for telephone connection, internet connection and cable connection and in-case, Mahanagar Gas connection till ground level in the newly constructed building.

70. The present outgoings including the municipal taxes and/or any other taxes, duties and dues including any arrears thereon pertaining to the period upto the date of each member vacating their respective flats shall be borne by the respective members and/or the society whether already demanded by the authorities or that may be demanded at any time thereafter and payable in respect of the said land and/or the existing Building/flat. However the municipal taxes and/or any other taxes, duties and dues in respect of the said property due and payable for the period after all members vacating their respective flats upto the date of obtaining Occupation Certificate and uptill the expiry of the notice period to all the Society Members to occupy the Members' residential flats in the said newly constructed Building shall be borne and paid by the Developers alone. Thereafter, the Society and/or its Members shall be liable to pay the taxes, duties, outgoings and dues of the said Members' Premises.

71. The Developer is not entitled to obtain any loan on the security of the residential flats of the Members. The Developer is, however, entitled to raise a loan on the security of the

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premises which are not earmarked for any of the Members provided however that the Society and/or its Members shall not be liable or responsible in any manner for repayment of such loan. The developer shall not encumber or jeopardize the society's property and/or the society's interest for any purpose whatsoever, and therefore, the power of attorney which will be executed by the society in favour of the Developer for the specific object which will be in consonance with the rights and liabilities arising out of the present agreement and shall be co-extensive and co-terminus with the present Agreement.

72. Nothing herein contained shall constitute a partnership or any joint venture relationship between the parties hereto, nor shall the developer in any manner incur or create any obligations on behalf of the said Society. Each of the parties shall be liable to pay and discharge his/their liabilities and debts, including his/their respective income-tax liabilities.

73. The Developer shall not transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person until the Developer obtains Full OC and offers possession of the new residential flats and building to the existing members and the society, respectively. The liability under the defect liability clause shall remain and continue until the completion of 5 (five) years from the date of the Developer obtaining Full OC. No assignment or delegation hereof should relieve the assignor of its obligation under this Agreement. Any attempted assignment or transfer that is not permitted by the Society, at its sole discretion, shall be *void ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the duties of the Developers' respective successors and assigns and the assigning Party will remain responsible, liable and obligations for the performance of any assignee.

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74. The said Society and the Developer shall comply with all requirements of law as are applicable to this transition and the said Society hereby agrees and undertakes to ensure that the Society and all members will do and execute all further and reasonable acts, deeds, matters and things as may be required by each party to effectively implement the terms and conditions set out herein.

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75. The Developer shall also be entitled to put up its name board "JPV Realtors Pvt. Ltd." on the said property including appointing marketing agents for the sale/allotment of the Developer's sale component, in the said new building after registering the project with RERA.

76. The name of the building is **"Aparajita Apartments".** However, for the purpose of Developer's branding, selling and for such other purposes, the name of the building shall be **"Pratap Legacy".** And the name of the society shall remain **"PARLE APARAJITA CO-OPERATIVE HOUSING SOCIETY LTD".**

77. The Society agrees and undertakes to obtain from all its Members an Undertaking duly confirming that the terms and conditions of this Agreement are binding on the Members.

78. If any provision of this Development Agreement shall finally be determined to be unlawful then such provision shall be caused to be severed from this Agreement and every other provision of this Agreement shall remain in full force and effect, without prejudice to the forgoing the parties will immediately negotiate in good faith to replace such provision which is not prohibited and unenforceable and has as far as possible the same legal and commercial effect as that which it replaces.

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79. In the event of any part of this Redevelopment Agreement being read down by any court and/or being rendered as not enforceable in law, in that event, such part of this Agreement shall be treated as if not forming part of this Redevelopment Agreement, while the remaining Redevelopment Agreement shall continue to be in force.

80. The Society, the Confirming parties and the Developers are assessed under income Tax under following PAN:

Society	: **Parle Aparajita Co-operative Housing Society Ltd.**
PAN NO	: **AAKAT0676J**
Developer	: **JPV Realtors Pvt. Ltd.**
PAN NO	: **AACCJ0783G**

81. It is agreed that for the purpose of sending any communication or intimation to the Society or the Member the address/E-mail shall be:-

Society.: **PARLE APARAJITA CO-OPERATIVE HOUSING SOCIETY LTD.,**

Add: Plot No. 7, Dadabhai Road, Vile Parle (West), Mumbai - 400 056.

E-mail: newaparajita2021@gmail.com.

For the purpose of sending any communication or intimation to the Developer, the address/E-mail shall be:-

Developer.: **JPV Realtors Pvt. Ltd.,**

Add.: 7th and 8th Floor, Jet Prime, Suren Road, Near Wester Express Highway Metro Station, Andheri-Kurla Road, Andheri (East), Mumbai – 400 093.

E-mail: info@jpvrealtors.com.

82. The service at the address/E-mail above be deemed to be sufficient service and the Developers/ Society shall be discharged from the responsibility of sending aforesaid intimation, if the same is sent at the said address by Register Post or by E-mail.

01:	02 :	03:	04:
11: P.K.A.	12:	14:	15:
21:	22:	23:	24:
31: Khaiver.	32:	33:	34:
PARLE APARAJITA CHSL. **Chairman/Secretary/Treasurer**		**M/s. JPV Realtors Pvt. Ltd.(Developer)**	

(43)

83. The Stamp Duty and Registration charges along with applicable GST and/or other levies on this Development Agreement (DA) as well as on the Power of Attorney (POA) shall be borne by the Developer alone.

84. The Stamp Duty and registration charges in respect of the Permanent Alternate Accommodation Agreement of the Member's New Residential Flats to the extent of additional free area offered by the Developer, shall be borne and paid by the Developer. However, It is further agreed that GST Implication, if any arising only on the Permanent Alternate Accommodation Agreements shall solely be borne by the respective Member.

85. Stamp duty and registration charges along with applicable GST and/or other levies in respect of any additional residential area or additional residential flat purchased by a Member shall be borne and paid by the concerned Member.

86. The Stamp Duty and Registration charges along with applicable GST and/or other levies in respect of the Permanent Alternate Accommodation Agreement shall be borne and paid by the concerned Member if they are not confirming party to the Development Agreement for any reason whatsoever.

87. This Agreement is the sole repository of the terms and conditions governing the development of the said Property by the Developers and overrides, supersedes, cancels all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Developers in any Agreement, correspondence, documents, writings, etc. and/or through any other medium hereinabove agreed upon between the Society and the Developers which may in any manner be inconsistent with what is stated herein.

88. The provisions of this Agreement shall not be altered, added to or omitted, save and except by a writing duly signed by the parties hereto.

01:	02 :	03:	04:
11:	12:	14:	15:
21:	22:	23:	24:
31:	32:	33:	34:
PARLE APARAJITA CHSL. Chairman/Secretary/Treasurer		M/s. JPV Realtors Pvt. Ltd. (Developer)	

89. Each party shall bear and pay the fees of their respective Solicitors and Advocates, with regard to the professional fees for drafting and finalizing the present agreement.

90. This Agreement shall remain in force till the Developer completes construction in its entirety and the Developers shall have received the entire sale proceeds from existing members who have opted for additional residential areas except for unsold residential flats . The Developer shall be entitled to exclusively hold the unsold residential flats even when the management of the newly constructed building is handed over to the Society and shall have absolute authority to sell the same to the prospective buyers. The Developer shall become a member of the Society w.r.t. the unsold residential flats after the period of 12 (twelve) months from the date the society and the members are handed over the possession of the new building and the residential flats, respectively, and shall be liable to pay the maintenance and such outgoings w.r.t. such unsold residential flats. For any amount remaining unpaid, the Society shall be entitled to initiate proceedings for recovery at the cost, risk, and expense of the developer, entirely.

91. If during the continuance of this Agreement or at any time afterwards any dispute or difference shall arise between the Society & the Developer in respect of or arising from or in regard or relation to or otherwise touching or concerning these presents and/or the Power of Attorney and/or any related documents and/or the carrying out of the terms and conditions thereof and/or the interpretation thereof and/or in any way connected with the redevelopment or any act, matter, deed or thing to be made, done or abstained from being made or done in pursuance thereof or in anywise incidental or ancillary thereto or connected therewith, then the same shall be referred to only a sole Arbitrator appointed by the mutual consent of the Parties and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The award of the sole Arbitrator will be final and binding upon the parties hereto. The arbitration shall always be held in Mumbai and subject to above, the Courts of Mumbai shall alone have jurisdiction in the matter. The defeated rty will bear the cost of the arbitration.

01:	02 :	03:	04:
11: P.K.A.	12:	14:	15:
21:	22:	23:	24:
31:	32:	33:	34:
PARLE APARAJITA CHSL. Chairman/Secretary/Treasurer		M/s. JPV Realtors Pvt. Ltd.(Developer)	

(45)

बदर - १५		
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92. Subject to the provision of the clauses hereinabove, the Courts at Mumbai shall have exclusive jurisdiction.

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

THE SCHEDULE HEREINABOVE REFERRED TO: -

All that piece and parcel of land adm. 826.4 sq. meters (as per physical survey) bearing Survey No. 186, CTS NO. 873, lying and being at Village Vile Parle, Taluka Vile Parle MSD, situated at Plot No.7, Dadabhai Road, Vile Parle (West), Mumbai 400 056, along with the building structure standing thereon known as "**APARAJITA APARTMENTS**" consisting of One building having ground plus three upper floors having 16 flats occupied by the members and bounded by;

THE SEAL OF THE SUB REGISTRAR A.D.R. No. 4 ... SUBURBAN DIST. (EXCLUDING)

On the Eastern side by;	Dadabhai Cross Road
On the Western side by;	Property bearing CTS No 870
On the Northen side by;	Dadabhai Road
On the Sourthen side by;	Property bearing CTS No 87.

01:	02 :	03:	04:
11:	12:	14:	15:
21:	22:	23:	24:
31:	32:	33:	34:
PARLE APARAJITA CHSL. Chairman/Secretary/Treasurer		M/s. JPV Realtors Pvt. Ltd.(Developer)	

SIGNED SEALED AND DELIVERED BY THE WITHINNAMED SOCIETY
PARLE APARAJITA CHS LTD.

PAN NO. _____

MR. ASHOK PARIKH (Chairperson)

PAN NO. AADPP1398K



.....
Signature

.....
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.....
Photo

MRS. VIDYA DESHPANDE (Secretary)

PAN NO. AHIPD9657P



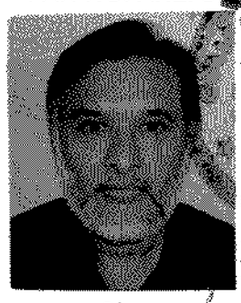
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Signature

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Photo

MR. ARVIND SHAH (Treasurer)

PAN NO. ANZPS4[illegible]



.....
Signature

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Photo

in the presence of Witness:

1. _____ 2. _____

SIGNED AND DELIVERED BY THE WITHINNAMED MEMBERS

Neeta Pankaj Desai **Flat No. 01**

PAN No. ACOPD9253G



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Signature

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Photo

Pankaj Gulabrai Desai

PAN No. AALPD6936H



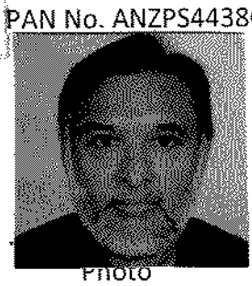
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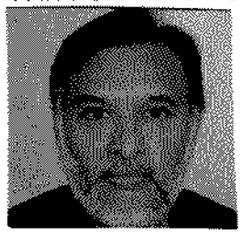
बदर - २५
८८८६ | ६२ | २७५
२०२२

Arvind Lilachand Shah **Flat No. 02** PAN No. ANZPS4438G



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Arvind Lilachand Shah **Flat No. 03** PAN No. ANZPS4438G



Signature Left Thumb Photo

Vidya Santosh Deshpande **Flat No. 04** PAN No. AHIPD9657P



Signature Left Thumb Photo

Pratibha K. Gandhi **Flat No. 11** PAN No. AFRPG0102R



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Ashok Paŭkh **Flat No. 14** PAN No. AADPP1398K



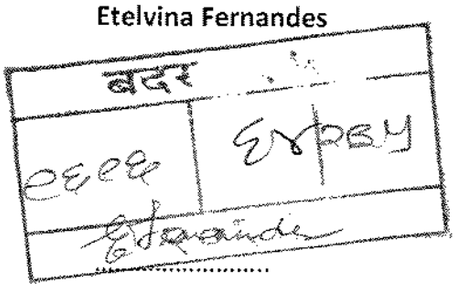
Signature Left Thumb

Prafulla Chikani **Flat No. 12** PAN No. AFIPC1425N



Signature Left Thumb

Etelvina Fernandes **Flat No. 15** PAN No. AESPF3749P



Signature

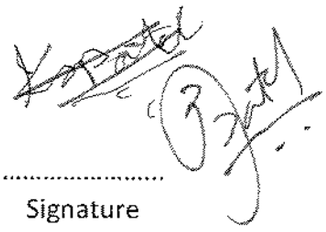


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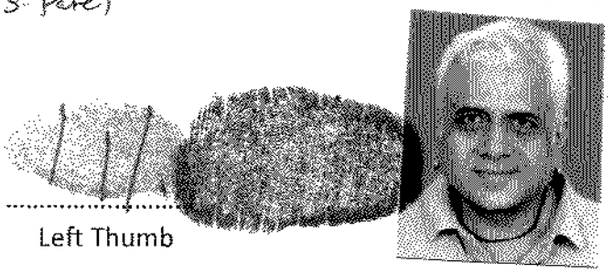


Photo

Kirti Sooresh Patel Through PoA Holder Mr. Bhooshan S. Patel **Flat No. 21** PAN No. BMZPP2442P



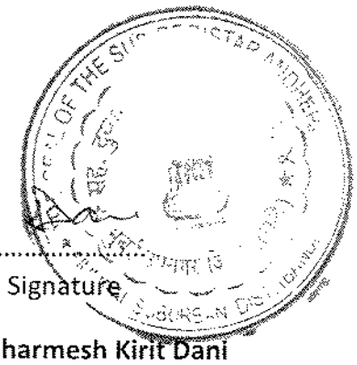
Signature



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Photo

Jyotsna Kirit Dani **Flat No. 22** PAN No. AABPD6765G



Signature



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Photo

Dharmesh Kirit Dani PAN No. AABPD67[illegible]



Signature

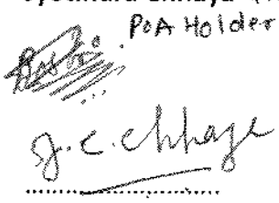


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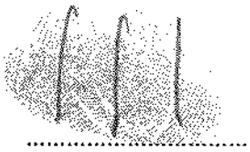


Photo

Jyotindra Chhaya through PoA Holder Mr. Piyush A. Joshi **Flat No. 23** PAN No. AFSPC2893N



Signature

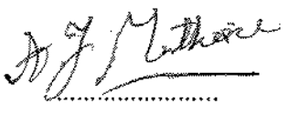


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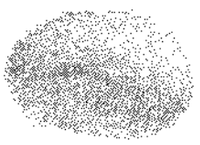




Anil Yeshwant Mathure **Flat No. 24** PAN No. AADPM6858K



Signature



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Photo

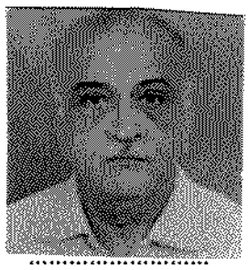
बदर - १५
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Kalpana Govind Jhaver **Flat No. 31** PAN No. ADPPJ6759D



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Gopalbhai Trivedi **Flat No. 32** PAN No. AACPT9001G



Signature Left Thumb Photo

Kishor Kalyanji Soni **Flat No. 33** PAN No. AIGPS7805M



Signature Left Thumb Photo

Sanjay K. Shah (POA) **Flat No. 34** PAN No. BDOPS2842A



Signature Left Thumb Photo

SIGNED SEALED AND DELIVERED BY THE WITHINNAMED
JPV REALTORS PVT. LTD. PAN NO. AACCJ0783G
Through the hands of its Director Mr. Hansal Vora PAN NO. ANBPV4594Q



Signature Left Thumb Photo

in the presence of Witness:

1. _____ 2. _____

ANNEXURE-A

बदर - १५		
६६६४		BBY
२०२२		

नों द णी चे प्र मा ण प त्र

नोंदणी क्र. बी. ओ. ५म. एएलजी ५६०/सन १९७८

या प्रमाणपत्राव्दारे प्रमाणित करण्यांत येत आहे की, पाटले---

अपराजेसर चेक कोपरेटिव्ह हौसींग सोसायटी लि.

हा संस्था महाराष्ट्र सहकारी संस्थाचे अधिनियम, १९६० मधील

(सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २५) कलम ९

(१) अन्वये नोंदणीत आलेली आहे.

पुनरनिर्दिष्ट अधिनियमाच्या कलम १२ (१) अन्वये व

महाराष्ट्र सहकारी संस्थाचे नियम, १९६१ मधील नियम -

क्रमांक १० (१) अन्वये संस्थेचे वर्गीकरण ----------

---------- संस्था असून उपवर्गीकरण अपेक्षित सदस्य सहकारी

---------- आहे.

कार्यालयीन मोहोर :-

सही: (श्री. सो.मालवेनकर)

स्थळ: ---------- मुंबई ---------- दिनांक ---------- सहाय्यक निबंधक, पालघी संस्था, मुंबई

TRUE COPY

दिनांक:- २ डिसेंबर १९७८

सहाय्यक

(51)

ANNEXURE-B

महाराष्ट्र शासन

मालमत्ता पत्रक

3020

गाव/पेठ : विलेपार्ले(प)	तालुका/न.भू.का. : नगर भूमापन अधिकारी,विलेपार्ले				जिल्हा : मुंबई उपनगर
नगर भुमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
८७३			८७४.८०	सी	ता.१-८-७५ पासून ता.३१-७-७९ पर्यंत. र.रू.२८.५०

बदर - १५

९९८९९	९९	२B५

२०२२

सुविधाधिकार	
हक्काचा मुळ धारक H वर्ष:	[श्रीमती.ॲडेलीन युजीन लेस्ली.]
पट्टेदार	
इतर भार	
इतर शेरे	

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(धा) पट्टेदार(प) किंवा भार	साक्षांकन
/०१/१९७०	भा.स.च्या १९५६ च्या वजन मापाचे कायद्यालगत म.रा.स. च्या १९५८ अंमलबजावणी कायद्यानुसार व भा.स.च्या नाणे संबंधी कायद्यानुसार क्षेत्र आकाराचे रूपांतर केले.			सही- १०/०३/१९७० वि.पे.नि.भू.अ. (ल.कुलाबा
११/१०/१९७६	खरेदीने र.रू.१२०००/- ॲडलीन युजीन यांचे कडून. स.र.मुं.नों.क्र.४७२/२२-१-२९ न.भू.अ.आदेश दि.११/१०/७६		H [श्रीमती. कुवरबाई दाराबजी मॅरेना.]	सही- ११/१०/१९७६ न.भू.अ.क्र.३मुंबई
११/१०/१९७६	बक्षीस पत्राने. स.र.मुं.नों.क्र.१९६४/६१/२१-३-६१		H [[illegible] अ.मानवा.]	सही- ११/१०/१९७६ न.भू.अ.क्र.३मुंबई
११/१०/१९७६	प्रतिज्ञापत्र वारसाने २-३-७६ अन्वये न.भू.अ.आदेश दि.११/१०/७६		H [१)श्री.मिनु धुनजीशॉ दावर.] [२)निना मिनु दावर अ.पा.क. श्री.मिनू धुनजीशॉ दावर] [३)विस्पी मिनु दावर. अ.पा.क. श्री.मिनू धुनजीशॉ दावर] [४)शेरनज मिनु दावर अ.पा.क. श्री.मिनू धुनजीशॉ दावर]	सही- ११/१०/१९७६ न.भू.अ.क्र.३ मुंबई
१०/०२/१९८१	मा.अ[illegible] तहसीलदार (बि.शे.)अंधेरी यांचे कडील बिनशेती आदेश क्रमांक ATN/NA/III/३४३ दिनांक १६-८-७९ प्रमाणे बिनशेती [illegible]द (रहाणेकडे/औध्दोगीक)			सही- १०/०२/१९८१ न.भू.अ. क्र.९ मुं.उ.जि.मुंबई
१८/११/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/मि.प./अक्षरी नोंद/२०१५ पुणे दि.१६/२/२०१५ व इकडील आदेश क्र.न.भू.विलेपार्ले(प)/फे.क्र१०२४ दिनांक १८/११/२०१५अन्वये केवळ चौकशी नोंदवहीवरील क्षेत्र व मिळकत पत्रिकेवरील क्षेत्र मेळात असलेने मिळकत पत्रिकेवर नमूद अंकी क्षेत्रअक्षरी आठशे चौऱ्याहत्तर पुर्णांक आठ दशांश चौ.मी दाखल केले.			फेरफार क्र.१०२४ प्रमाणे सही- १८/११/२०१५ न.भू.अ.विलेपार्ले
२८/०३/२०१९	सह जिल्हा निबंधक वर्ग -२ मुंबई जिल्हा यांचेकडील नोंदणीकृत खरेदी दस्त च सुचि पत्र २ अन्वये मिळकतीचे धारक श्री.मिनु धुनजीशॉ दावर यानी पारले अपराजिता को.ऑ.हौ.सो.लि यांना खरेदी दिल्याने त्यांचे नांव कमी करून खरेदी घेणार यांचे नाव दाखल केले.		H पारले अपराजिता को.ऑ.हौ.सो.लि	फेरफार क्र.१२६४ प्रमाणे सही- २८/०३/२०१९ न.भू.अ.विलेपार्ले

हे प्रमाणपत्र पाहण्यासाठी आवश्यक केलेले आहे

हि मिळकत पत्रिका (दिनांक ११/२३/२०१९ १२:००:०० AM रोजी) डिजीटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्याची आवश्यकता नाही.
मिळकत पत्रिका डाऊनलोड दिनांक ३/१८/२०२२ ११:४२:१४ AM
वैधता पडताळणी साठी http://aapleabhilekh.mahabhumi.gov.in/DSLR/propertycard या संकेत स्थळावर जाऊन २२०६१०००० १८४७२७४ हा क्रमांक वापरावा.

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ANNEXURE-C

बदर - १५
९९९९ J1 २B५
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JPV REALTORS
JPV REALTORS PVT LTD

To,
The Hon.Secretary,
Aparajita CHSL,
Dadabhai Road,
Vile Parle (West),
Mumbai - 400056

Date: 25.11.2021

Revised Redevelopment Offer

THE SEAL OF THE SUB-REGISTAR ANDHERI NO. 5 ★ MUMBAI SUBURBAN DIST (BANDRA) ★

1 Additional Areas

a	Extra Carpet Area for Residential Users over & Above their Existing Carpet Area:	31%
b	Extra Carpet Area for Commercial Users over & Above their Existing Carpet Area:	0%
c	Total Carpet Area of the Redeveloped Flats will be Inclusive of Internal Walls, i.e. Extra Carpet Area shall be Provided as RERA Carpet Area.	
d	The above Offer is based on the following data provided to us:	
-	Gross Plot Area (Sq.Mt):	874.8
-	Net Plot Area in Possession of the Society (Sq.Mt):	826.4
-	Existing Residential Carpet Area Usage (Sq.Ft):	9115.9
-	Existing Commercial Carpet Area Usage (Sq.Ft):	0.0

2 Corpus Fund/Hardship Compensation

a	Corpus Fund for Residential Users on their Existing Carpet Area (Per Sq.Ft):	₹ 2,250
b	Corpus Fund for Commercial Users on their Existing Carpet Area (Per Sq.Ft):	₹ -
c	Schedule for Disbursement of Corpus Fund Shall be As Under	
-	Component Payable on Vacating the Existing Premises:	5%
-	Component Payable on taking over Possession of the Redeveloped Premises:	95%

3 Rent/Deposit/Brokerage (Transit Compensation)

a	Transit Compensation for Residential Users on their Existing Carpet Area (Per Sq.Ft):	₹ 100
b	Transit Compensation for Commercial Users on their Existing Carpet Area (Per Sq.Ft):	₹ -
c	Escalation of Transit Compensation after Subsequent Block of 12 Months (%):	10%
d	12 Month's Advance Rent Shall be provided along with Remaining PDC's	
e	Brokerage Equivalent to First Month's Rent shall be Provided to the Members.	

JPV REALTORS PVT LTD

Recd. Both. 29/11/2021.

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JPV REALTORS

4	**Compensation/Recovery for Additional Area**	
a	Compensation or Recovery for Difference in Final Carpet Area tolerable Upto +/- 15 Sq.Ft (Per Sq.Ft)	₹ 36,900
b	Discounted Price for Purchase of Additional Carpet area Upto 100 Sq.Ft (Per Sq.Ft)	₹ 36,900
5	**Shifting Charges (To & Fro)**	
a	Charges for Shifting To & Fro for the Redevelopment Process	₹ 36,000
6	**Parking Provisions & Allotment**	
a	Mechanical Car Parking Shall be Provided to the existing members	16
b	Total Parking to Be Provided for the Existing Members	
7	**Time Frame for Completion of the Project**	
a	Actual Time for Completion of the Project Starting from Commencement Certificate (CC) up till Part/Full Occupation Certificate (OC) in Months	27
b	Grace Period Over & Above the Actual Completion Time Period in Months	6
c	Total Time Required for Completion of the Project Including Grace Period in Months	33

8 **Stamp duty & Registration Charges**

a Stamp Duty applicable on Development Agreement (DA) & Permanent Alternate Accommodation (PAA) shall be paid by the Developer.

b If any Additional Extra Area is purchased by the Members from the Developer, then the Stamp Duty, Registration Charges, GST, TDS, and all other Government Levies on such Additional Extra Area shall be payable by the Respective Member.

c A Tri-partite Agreement shall be entered into in between the following parties i.e. The Developer, The Society & The Individual Members.

d The Individual Members not party to the Development Agreement (DA) shall bear their Stamp Duty, Registration Charges & All other Government Levies.

Con.....

बदर - १५
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JPV REALTORS
JPV REALTORS PVT LTD

9 Bank Guarantee & Lien

a One Flat of Approximately 900 Sq.Ft (Total) shall be kept as Lien with the Society & the Same Shall be Released on Receipt of Occupation Certificate.

b We shall Obtain IOD Consisting of Basic 7onal FSI + 0.5 MCGM FSI + Applicable Fungible FSI before Asking the Members to Vacate their Existing Premises.

c We shall Obtain Market TDR within One Year of Receiving Commencement Certificate (CC).

THE SEAL OF THE SUB-REGISTAR ANDHERI No. 4 MUMBAI SUBURBAN DIST (BANDRA)

10 Conditions of This Offer

a This Offer is Valid for a period of 3 Months only & voids all earlier Submitted Offers.

b The offer is Calculated under Regulation 33.7B of DCPR 2034.

c This Offer Complies with the Regulations & Circulars Notified Under RERA Act, 2017.

d Consent of Majority of Occupants.

e Clear Dues of the Municipal Property Tax Charges & Land Revenue Dues.

f No Active Pending Litigation against the Society or its Members/Shareholders.

g The Project Shall be Executed either by JPV Realtors Pvt.Ltd or any of our subsidiary company in which the Parent Company shall be the Primary Stakeholder.

11 Special Notes

a The Offer is Based on the Dataset and Information Provided to us, however for Ascertaining the Facts the Following Documents Shall be Required From the Society.

a1 Photocopy of Registered Conveyance & Index II

a2 Old Approved Plans With IOD/CC/OCC/BCC to obtain rehab Fungible FSI Without Charging Premium & to Obtain Benefits Under Regulation 33.7 (B) of DCPR 2034.

b GST Implication on PAA i.e. on Individual Agreements (If Any) Shall be Borne By Respective Members (The Law is Disputed in this Subject, We do opine that additional Implication to this Extent shall not be Applicable on PAA)

JPV REALTORS PVT. LTD.

Con.....

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JPV REALTORS

JPV REALTORS PVT. LTD.

12 Future Benefits and Additional FSI

a The Offer has been Provided under the Assumption that All Further Benefits Arising out in Any Reduction In Premiums or Reduction In Taxes or Any Such Reductions in Project Cost, shall solely Belong to the Developer.

b Any Further Benefits in Additional FSI over and Above the Current FSI Shall be Shared Between the Society and the Developer in Equal Ratios post Deducting the Expense Pertaining to Consumption of Such additional FSI on the Project.

For JPV REALTORS PVT. LTD.

DIRECTOR

Con.....

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ANNEXURE-D

बदर - १५

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THE PARLE APARAJITA CO-OP. HSG. SOCIETY LTD.

Registration No. Bom./Hsg./5670 of 1978

Plot No.7, Dadabhai Road, Vile Parle (West), Mumbai- 400 056. Phone :

Ref. No_____ Date 13/12/2021

EXTRACT OF RESOLUTION PASSED AT SPECIAL GENERAL MEETING (SGM) HELD ON 13/12/2021

16 (Sixteen) members of Parle Aparajita Co-operative Housing Society Ltd. (Society) were present at the SGM of the Society held on 13/12/2021 at Society Premises [Flat No 4]. The SGM was held for members to discuss the offers given by various developers to redevelop the society building and to appoint a developer for undertaking the redevelopment of the Society property.

16 (Sixteen)members present, voted in favour of **M/s. JPV Realtors Pvt. Ltd.** as the Developer for undertaking redevelopment of the Society building/property, given their irrevocable consent and passed the below resolution:

"**RESOLVED THATM/s. JPV Realtors Pvt. Ltd.** is hereby appointed as Developer for the Redevelopment of the Society's building / property, as per terms and condition agreed by and between the Society and the Developer and as mention in the final offer letter dated 25/11/2021given by the developer and Terms of Reference dated 25/11/2021.

Unanimously passed by Parle Aparajita Co-operative Housing Society Ltd.

Secretary Chairman Treasurer

PARLE APARAJITA CO-OP. HSG. SOCIETY LTD. Registration No BOM. H'G 5670 of 1978 VILE PARLE (W), BOMBAY-56

(57)

THE PARLE APARAJITA CO-OP. HSG. SOCIETY LTD.

Registration No. Bom./Hsg./5670 of 1978

Plot No.7, Dadabhai Road, Vile Parle (West), Mumbai- 400 056. Phone :

Ref. No. eaee | 02 | RBY | PORP

Date 13/12/2021

We give our Irrevocable Consent;

Flat No.	Member Name	Signature
01	Mr. Pankaj Desai	
02	Mr. Arvind Shah	
03	Mr. Arvind Shah	
04	Mrs. Vidya Deshpande	Deshpande
11	Mrs. Pratibha Gandhi	Pratibha Gandhi
12	Mr. Mahendra Chikani	Mahendra Chikani
15	Mrs. E Fernandes	
18	Mr. Ashok Parikh	
21	Mrs. Kirtiben Patel	
22	Mr. Dharmesh Dani	
23	Mrs. Gita Chhaya	
24	Mr. Anil Mathure	
31	Mrs. Kalpana Jhaver	
32	Mr. Gopalbhai Trivedi	
33	Mr. Kishor Soni	
34	Mr. Sanjay K. Shah	

PARLE APARAJITA CO-OP. HSG. SCTY. LTD. Registration No. BOM. HSG 5670 of 1978 VILE PARLE (W), BOMBAY-56

ANNEXURE-E

THE PARLE APARAJITA CO-OP. HSG. SOCIETY LTD.

Registration No. Bom./Hsg./5670 of 1978

Plot No.7, Dadabhai Road, Vile Parle (West), Mumbai- 400 056. Phone :

Ref: TPA/019/N/2021-2022 Date: 07th April 2022

Ref. No. Date

To,
JPV Realtors Pvt. Ltd.
7th floor, Jet Prime Building,
Suren Road,
Andheri Kurla Road,
Andheri (East),
Mumbai 400 093.

बदर - २५
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THE SEAL OF THE SUB-REGISTRAR ANDHERI No. 4 MUMBAI & SUBURBAN DIST. PARLE-I

Sub.: Development of Parle Aparajita CHSL, situated at Plot No.7, Dadabhai Road, Vile Parle (West), Mumbai - 400056.

Attn.: Mr. Hansal Vora

Sir,

Please find enclosed Development Agreement and Power of Attorney which has been finalized by our Advocate after thoroughly perusing and vetting the document and approved by our committee.

We assure you that the draft documents annexed herein are the drafts finalized by us and we shall not propose any further changes in the documents. We have no objection for sending the finalized draft of Development Agreement for adjudication to the concerned sub-registrar's office.

Annexing endorsed copy of Development Agreement & Power of Attorneyapproved and accepted by us for your record purpose.

Yours truly,

Parle Aparajita Co-operative Hosing society Ltd.

CHAIRMAN SECRETARY TREASURER

PARLE APARAJITA CO-OP. HSG. SOCY. LTD. Registration No. BOM/HSG/5670 of 1978 VILE PARLE (W) MUMBAI-56

Encl.: As above

ANNEXURE-F

THE PARLE APARAJITA CO-OP. HSG. SOCIETY LTD.

Registration No. Bom./Hsg./5670 of 1978

Plot No.7, Dadabhai Road, Vile Parle (West), Mumbai- 400 [illegible]

Phone

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Ref. No.

Agenda: To appoint Ms. VIDYA DESHPANDE (Secretary) Mr. ASHOK PARIKH [illegible]irman) & Mr. ARVIND SHAH (Treasurer) as their representatives & authorized [illegible]ies.

The following Resolutions was passed in the Special General Body Meeting of Parle [illegible]ajita Co-Op. Housing Society Ltd. on 13th December 2021 in accordance with its registered bye laws:-

RESOLVED to appoint Ms. VIDYA DESHPANDE (Secretary) Mr. ASHOK PARIKH (Chairman) & Mr. ARVIND SHAH (Treasurer) as their representatives & authorized signatories to negotiate, sign, execute and admit execution with JRU Realtors Pvt. Ltd. of Development Agreement, Power of Attorney&Permanent Alternate Accommodation Agreement on behalf of the Society and/or any other document/letter/writings in-respect of the Re-development of the property of Parle Aparajita Co-operative Housing Society Ltd.

Unanimously passed by

Parle Aparajita Co-Op. Housing Society Ltd.

CHAIRMAN SECRETARY TREASURER

SEAL OF THE SUB-REGISTAR ANDHERI No. 11

PARLE APARAJITA CO OP. HSG. SCTY. LTD. (Registration No.) BOM. HSG 5670 OF 1978 VILE PARLE (WEST) MUMBAI

ANNEXURE-G

RCC & Structure		WBS Module 1
Tor Steel / TMT Bars	Fe 500 / Fe 550D	Sail/Tisco/Metro/Regency/Guardian/Vanshtej or Similar
Cement	OPC Grade 53/43 and PPC	Ultratech/Ambuja/Birla/ACC or Similar
River / Crushed Sand	Locally Sourced, Washed & Screened River Sand	
Light Weight Blocks	Autoclaved Aerated Concrete blocks (AAC)	Ascolite/Magicrete/Ultratech/Siporex or Similar
Ready Mix Concrete (RMC)	Grades As Per Design Requirement	RMC India/Lafarge/Relcon/ACC/Godrej or Similar
Internal Plaster	Single Coat Cement Plaster/Gypsum Plaster	Batch Mixed In-Situ or Predefined Dry Mix
External Plaster	Double Coat Sand Faced Plaster	Batch Mixed In-Situ or Predefined Dry Mix
Waterproofing	Basecoat/Brickbat Coba with Chemical/Polymer Treatment in all Sunken Areas	
Pest control treatment	To be done at Plinth Level	PCI, Ankita Pest Control or Similar
Basement/Podium/Pit/Stilt	To be Provided as per Norms,Constraints & Specifications	
Electrical Works & Fittings		**WBS Module 2**
Concealed Wires	ISI Mark, FR/FRLS Insulated Copper Wires	Polycab/Finolex/Havells/RR/Kei or Similar
LED Lights (Panel)	LED Panel Lights in Living Room & Bedrooms	GM/TLS/ProLight/Philips/Syska/Polycab/Vinay or Similar
LED Lights (Tube)	LED Tube Light in Kitchen	GM/TLS/ProLight/Philips/Syska/Polycab/Vinay or Similar
Air Fans	48"/36" Diameter Air Fans in Living Room & Bedrooms	Crompton Greaves/Havells/Usha/Orient/RR/Polycab or Similar
Modular Switches	Modular Type Switches with Concealed Boxes	Legrand/Elleyes/Hager/Anchor or Similar
ELCB/MCB	Circuit Breakers to Prevent Short Circuits & Shocks	Legrand/Hagger/havells/Polycab/IndoAsian or Similar
Electrical MDB'S	Separate Distribution Box for HV & LV Load	Legrand/Hagger/havells/Polycab/IndoAsian or Similar
Air Conditioning	Demarcation of Location for Outdoor & Indoor Unit with Drain Outlet shall be Provided	
Television Points	Accessible & Separate Points shall be Provided at Suitable Location in Living Room & Bedrooms	
Telephone/Internet Points	Accessible & Separate Points shall be Provided at Suitable Location in Living Room & Bedrooms	
Door bell	Provided Near the Main Entrance Door	Reputed make
Exhaust fan	6"/10" Diameter Fans in Kitchen & Toilets	Indo/Havells/Crompton or Similar
Video Door Phone & intercom	Two Way Communication Enabled	Godrej/CP Plus/Hik Vision/Beetel or Similar
CCTV Cameras	Complete Surveillance Solutions with Auto-Recording	Godrej/CP Plus/Hik Vision/Beetel or Similar
Lightening Arrester	Provided at Terrace level to Intercept flashes of Lightening (Only Applicable for High Rise Buildings above 70 Meters of Height)	
Plumbing Works & Fittings		**WBS Module 3**
Plumbing Fittings	Chromium/Powder Coated Fixtures (Toilets & Kitchen)	Jaguar/Topson/Kohler/Plumber or Similar
External Pipes (UPVC)	Sewer/Waste/Rain Water Pipes & Terrace looping	Astral/Prince/Supreme or Similar
Internal Concealed Pipes (CPVC)	For Internal Usage (Toilets & Kitchen)	Astral/Prince/Supreme or Similar
Sanitary Ware	Wall Mounted WC's & Wash Basins	Cerra/Midas/Hindware/Bell/Parryware or Similar
Geysers/Water Heater	Instant Geysers for Toilets	Venus/Havells/Racold/RR or Similar
Rain Water Harvesting	To be Provided as per As Norms & Specifications	
Borewell	Provided Subject to MCGM Permission and Potability of Underground Water	
Submersible pumps	Provided For all Underground Tanks including Fire Tanks	Dogra/Kirloskar's/MJ/Villo or Similar
Painting & Ceiling Works		**WBS Module 4**
External Paint	Anti Fungus Paint along with Textured Wall Finish	Asian/Apex/Nerolac/Berger or Similar
Internal Paint	High Quality Plastic Paint or Velvet Finish	Asian/Nerolac/Berger or Similar
Ceiling	High Quality Plastic Paint	Asian/Apex/Nerolac/Berger or Similar
Gypsum	Super Fine & Finished in Plum on Walls of Habitable Rooms	India Gypsum/Supreme/Elephant or Similar
False Ceiling	As per Consulting Architect's design and grade	India Gypsum/Gyprock/USG/Boral/Mada or Similar
Carpentry Works		**WBS Module 5**
Main Door	40-45mm, 100% Pine wood Laminated FRD Doors	Timex/Green wood/Swastik/Anchor/Century/Samrat/Sejpal or Similar
Internal Doors	35mm, 100% Pinewood Laminated Doors	Timex/Green wood/Swastik/Anchor/Century/Samrat/Sejpal or Similar
Toilet Doors	35mm, 100% Pinewood Marine Doors on Granite Frame	Timex/Green wood/Swastik/Anchor/Century/Samrat/Sejpal or Similar
Windows (Section)	Heavy section Aluminium Anodized/Powder Coated windows	Zindal/Galco/Banco/Geeta or Similar
Windows (Glass)	5mm Colored Tinted Glass	Saint Gobain/Asah India or Similar
Toilet Windows	Aluminium Anodized/Powder Coated Adjustable Louvers	Zindal/Galco/Banco/Geeta/Rathod or Similar
Door Frame (Habitable Rooms)	Solid Teakwood Wooden Frames	
Window Frame	Natural/Artificial Stone/Rock Sill Layered in Two Steps	

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2022

Fabrication Works & Fittings		
Locks (External)	Dead Cylinder Lock or Rim Cylinder Lock	Europa/Godrej/Yale/Dorset/Sobeet or Similar
Locks (Internal)	Tamper Proof Tubular Locks	Europa/Godrej/Yale/Dorset/Sobeet or Similar
Door Handles	6"/8" SS or Brass Solid Handles for Main Door	Dorset/Sobeet/Aple/Inox or Similar
Other Hardware fittings	Glass Peephole, Coverbolts, Handle for Internal Door & Door Stoppers with SS Finish & Heavy Capacity	
Kitchen Sink	Flushed with Kitchen Platform	Nirali/Diamond/Cera/Jindal or Similar
Safety/Decorative Railings	MS or SS or Glass or Composite Railing as Per as Architect's Design & Subject to Approvability by MCGM	
Compound Gates	Aesthetically Designed Sliding or Openable gates as Per as Architect's Design & Subject to Approvability by MCGM	
Elevation Features & Deco	Aluminium Fins to be provided as Per as Architect's Design & Subject to Approvability by MCGM	
Flooring Works		WBS Module 7
Entrance Lobby	Italian/Artificial/Granite Marble or Composite Flooring	AGL/Kalinga/RAK/Natural Stones or Similar
Living Room	32"x 32" or 24"x 24" Vitrified Floor Tiles with 3" Skirting	Eracon/Kajaria/Nitco/Mozart/Marbonite or Similar
Bedrooms	32"x 32" or 24"x 24" Vitrified Floor Tiles with 3" Skirting	Eracon/Kajaria/Nitco/Mozart/Marbonite or Similar
Toilets (Wall Cladding)	Glazed Tiles on Dado as Per Architect's Design	Octiva/Kajaria/Nitco/Mozart/Marbonite or Similar
Toilets (Flooring)	Anti Skid Tiles as Per Architect's Design	Octiva/Kajaria/Nitco/Mozart/Marbonite or Similar
Common Passages	32"x 32" or 24"x 24" Vitrified Floor Tiles with 3" Skirting	Eracon/Kajaria/Nitco/Mozart/Marbonite or Similar
Staircase Area (Enclosed)	Polished Kota/Granite/Natural Marble or Composite Fooring	
Terrace & Refuge Floor	China Mosaic Tiles or Artificial Landscaping	
Stilt/Podium	Anti Skid Chequered Tiles/Tremix Flooring/Stamped Concrete/Pavit Tiles or Similar	
Kitchen (Wall Cladding)	Glazed Tiles on Dado as Per as Architect's Design	Octiva/Kajaria/Nitco/Mozart/Marbonite or Similar
Kitchen (Flooring)	32"x 32" or 24"x 24" Vitrified Floor Tiles with 3" Skirting	Eracon/Kajaria/Nitco/Mozart/Marbonite or Similar
Kitchen (Platform)	L Shape Platform or Parallel Platform	AGL/Kalinga/RAK/Natural Stones or Similar
Fire Safety & Fittings		WBS Module 8
Fire fighting systems	Fire fighting system will be provided as per CFO NOC	
Diesel Generator (DG Set)	If applicable, Provided as Per as CFO NOC	Kirlosker/Greeves or Similar
Electro - Mechanical Works		WBS Module 9
Elevator & Lift	Automatic Gearless Elevators with ARD Systems	Schindler/Fujitech/Thyssenkrupp /Johnson/Mitsubishi or Similar
Parking Systems (If Applicable)	Provided as Per as Planning Requirement/Constraint	Wohr/RR/Klauss/I Stron or Similar
HVAC System (If Applicable)	Provision of Heating, Ventilation and AC system for Commercial units as per Design of HVAC Consultant	
Car Lift (If Applicable)	Provided as Per as Planning Requirement/Constraint	Hallmark/Otis/Schindler/RR or similar
Landscaping & Special Amenities		WBS Module 10
Landscaping	Provided if Suitable as per as Drawings of Landscape/Design Architect	
Solar panels (If Applicable)	Not Applicable	
Jogging track (If Applicable)	Not Applicable	
Swimming Pool (If Applicable)	Not Applicable	
Fitness Centre & Soceity Office	Fully Air Conditioned and Furnished Fitness Centre & Soceity Office	
Notesheet		Specification

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MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. Ch.E./DP34202203111381106 D.P. Rev. dt. Refer Inward Number: K/W/2022/111381108 Payment Dated 14/03/2022

Office of the Chief Engineer (Development Plan)
Municipal Head Office, 5th Floor,
Annex Building, Fort,
Mumbai - 400 001

DP 2034 Remarks

To,

Mr./Mrs. JPV Realtors PVT
Andheri

Sub: Development Plan 2034 remarks in respect to Land Bearing F.P. No(s) 7 of TPS VILE PARLE No.VI situated in K/W Ward, Mumbai.

Ref : Application u/no. K/W/2022/111381108 Payment Challan No. DP34202203111381106 Dated 14/03/2022 certifying payment of charges made under Receipt no. 18200084476 Dated 14/03/2022

Gentleman/Madam,

With reference to above, Development Plan 2034 remarks sanctioned by GoM in respect of subject land boundaries, shown in blue color boundary on the accompanied plan, are as follows.

Description	Nomenclature	Remarks
FP No.	7	
TPS	TPS VILE PARLE No.VI	
Development Plan 2034 referred to Ward	K/W	
Zone [as shown on plan]	Residential(R)	
Sanctioned Roads affecting the Land [as shown on plan]	Existing Road	Present
	Proposed Road	NIL
	Proposed Road Widening	NIL
Reservation affecting the Land [as shown on plan]	NO	
Reservation abutting the Land [as shown on plan]	NO	
Existing amenities affecting the Land [as shown on plan]	NO	
Existing amenities abutting the Land [as shown on plan]	NO	
Whether a listed Heritage building/ site:	~~Yes~~ / No	
Whether situated in a Heritage Precinct:	~~Yes~~ / No	
Whether situated in the buffer zone/Vista of a listed heritage site:	~~Yes~~ / No	
Whether a listed archaeological site (ASI):	~~Yes~~ / No	
Whether situated in the buffer zone/Vista of a listed archaeological site (ASI):	~~Yes~~ / No	

Note:

The remarks are offered based on the records of CS/CTS boundaries/CS/CTS Nos available with this office. However the boundaries shown in the records of City Survey Office shall supersede those shown on the DP Remarks Plan.

This is electronically generated report. Hence personal signature is not required.

CHE/DP34202203111381106/DP/K/W

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Demarcation: The Alignment of the proposed road/R.L. and boundaries of reservations and their area are subject to the actual demarcation on site by E.E.T&C./A.E.(Survey) as case may be.

Remarks are offered only from the zoning point of view without reference to ownership and without carrying out actual site inspection and without verification of the status of the structures if any on the land under reference. Status of the existing road, if any, shall be confirmeed from the concerned Ward Office.

Since the land is under T.P. Scheme, remarks from Town Planning Section of this office should be obtained separately before any development.

The DP Remarks and Plan shall be read with notification no. TPB.4317/629/CR-118/2017/UD-11 dt. 8.11.2017, TPB.4317/778/CR-267/2017/UD-11 dt. 7.2.2018, TPB.4317/629/CR-118/2017/DP/UD-11 dt 8.5.2018 & TPB.4317/629/CR-118/2017/EP/UD-11 dt.8.5.2018 before granting any development permission on the land/s. (For the Sanctioned Modification & Excluded Portion the link for notification is as under:-

Notifications:

MCGM Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034

DP 2034 Remarks

Plans:

EP Sheets:- MCGM Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034> Development Plan 2034 (Excluded Part) EP Sheets, 8th May 2018 - For Suggestions / objections by Government

SM Sheets:- MCGM Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034> Development Plan 2034(sanctioned part) SM sheets, 8th May 2018

Additional Information

Water pipeline Remark:

Water pipeline near the plot (1.57 meters far) has 250 mm pipe diameter.

Sewerline Remark:

Sewer Manhole near the plot (Node No. 1428/902, 6.03 meters far) has invert level 27.86 meters with reference to Town Hall Datum (THD).

Ground level:

The plot has minimum 31.00 meters and maximum 31.20 meters ground level with reference to Town Hall Datum (THD)

RL Remark:

REGULAR LINE REMARKS (Traffic):
As far as Traffic department is concerned, there is no proposed or sanctioned Regular Line/Road Line at present along the plot F.P. No.(s) 7 of Scheme TPS VILE PARLE No.VI in K/W ward of M.C.G.M. as shown bounded blue on accompanying plan.

REGULAR LINE REMARKS (Survey):
As far as Survey department is concerned, there is no proposed or sanctioned Regular Line/Road Line at present along the plot F.P. No.(s) 7 of Scheme TPS VILE PARLE No.VI in K/W ward of M.C.G.M. as shown bounded blue on accompanying plan.

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JPV REALTORS
JPV REALTORS PVT. LTD
empowering trust
ISO 9001:2008 | 14001:2004

CIN NO: U70109MH2008PTC182342

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF JPV REALTORS PRIVATED LIMITED AT THEIR MEETING HELD ON 02/04/2019 AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED THAT the Company do and hereby authorize **Mr. JIGAR P. VORA & Mr. HANSAL J. VORA** Director/s of the company, jointly or severally to sign and execute on behalf of the company, all Agreements including Agreements for Sale/ Sale Deed /Deed of Conveyance/ Deed of Rectification/Development Agreement/Power of Attorney/Individual Agreement for Permanent Alternate Accommodation/Registered Undertaking/Affidavits/ Declaration /Indemnity Bond /Articles of Agreement between the Company and the prospective Buyers/Purchasers of Flats/Shops/Units/Offices/ Godown/Garage/Commercial Premises.

: CERTIFIED TRUE COPY:

FOR JPV REALTORS PVT. LTD.

Gp Vora
tuVora

DIRECTOR

JPV REALTORS PVT. LTD. Andheri (East), Mumbai-400 093

JPV REALTORS PVT. LTD.

7th & 8th Floor, Jet Prime, Suren Road,
Nr W.E. Highway, Metro Station,
Andheri - Kurla Road,
Andheri (East), Mumbai 400 093.

CIN : U70109MH2008PTC182342
: 42389999 (30 Lines)
: info@jpvrealtors.com
: www.jpvrealtors.com

THE PARLE APARAJITA CO-OP. HSG. SOCIETY LTD.

Registration No. Bom./Hsg./5670 of 1978

Plot No.7, Dadabhai Road, Vile Parle (West), Mumbai- 400 056. Phone :

Ref. No_____ Date _____

Agenda: To appoint Ms. VIDYA DESHPANDE (Secretary) Mr. ASHOK PARIKH (Chairman) & Mr. ARVIND SHAH (Treasurer) as their representatives & authorized signatories.

Following Resolutions was passed in the Special General Body Meeting of Parle Aparajita Co-Op. Housing Society Ltd. on 13th December 2021 in accordance with its registered bye laws:-

RESOLVED to appoint Ms. VIDYA DESHPANDE (Secretary) Mr. ASHOK PARIKH (Chairman) & Mr. ARVIND SHAH (Treasurer) as their representatives & authorized signatories to negotiate, sign, execute and admit execution with JPV Realtors Pvt. Ltd. of Development Agreement, Power of Attorney&Permanent Alternate Accommodation Agreement on behalf of the Society and/or any other document/letter/writings in-respect of the Re-development of the property of Parle Aparajita Co-operative Housing Society Ltd.

बदर - १८

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Unanimously passed by

Parle Aparajita Co-Op. Housing Society Ltd.

CHAIRMAN SECRETARY TREASURER

PARLE APARAJITA CO-OP. HSG. SCTY. LTD. Registration No BOM. HSG. 5670 of 1978 VILE PARLE (W), BOMBAY-56

Flat NO-15 (100)

बदर - १५

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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I, Mrs. Etelvina Fernandes, adult, Indian Inhabitant, presently residing at Flat No. 15, First Floor, Parle Aparajita Co-operative Housing Society Limited, Dadabhai Road, Vile Parle West, Mumbai – 400 056, **DO HEREBY SEND GREETINGS;**

WHEREAS:-

A. I am seized and possessed of or otherwise well and sufficiently entitled to the residential flat bearing Flat No. 15, admeasuring 480 square feet carpet area (hereinafter referred to as **"the said Flat"**) on First Floor of the building known as "Aparajita Apartments" **("the said Building")** situated in the 'Parle Aparajita Co-operative Housing Society Limited', a co-operative society registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No: BOM/HSG/5670 of 1978 (hereinafter referred to as **"the said Society"**) and constructed on the plot of land bearing Survey No. 186, CTS No. 873, TPS IV lying & being at Village Vile Parle, Taluka Andheri, MSD & situated at Plot No.7, Dadabhai Road, Vile Parle West, Mumbai - 400056 .

B. I am also the registered member and shareholder of the said Society and as such is the registered holder of 5 (five) shares of face value of Rs. 50/- (Rupees Fifty only) each of the aggregate value of Rs. 250/- (Rupees Two Hundred Fifty only) issued under Share Certificate No. 5 ("the **said Share Certificate**") bearing Distinctive Nos. 21 to 25 (both inclusive) issued by the said Society (hereinafter referred to as **"the said Shares"**).

C. The said Shares, the said Flat are more particularly described in the Schedule hereunder written and are hereinafter collectively referred to as **"the said Premises"**.

D. That the said society is intending to re-develop the said Society building/s and has appointed a Builder / Developer namely; JPV Realtors Pvt. Ltd. for redeveloping our society building/s situated at Plot No.7, Dadabhai Road, Vile Parle West, Mumbai - 400056 .
("hereinafter referred to as **"the said Developer"**)

E. That, presently I am not residing in India and therefore I am unable to participate/attend in day to day meetings, discussion of the said society in respect of the said redevelopment and / or execute any consent, writings, deeds, documents etc. pertaining to the said re-development of our Society property.

F. I am therefore desirous of appointing Shri Capt. Mr. Piyush A Joshi, adult Indian Inhabitant, residing at Flat No. 14, First Floor, Parle Aparajita Co-operative Housing Society Limited, Dadabhai Road, Vile Parle West, Mumbai – 400 056, as my true and lawful attorney to attend re-development meetings sign and execute the consents of the society and the developer on my behalf & submit the same to the Society/Developer and admit execution of the Development Agreement & Permanent Alternate Accommodation Agreements and other relevant deeds, documents, writing etc. duly executed by me pertaining to the re-development process of the said society with the Builder / Developer.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT I, Mrs. Etelvina Fernandes, do hereby nominate, constitute and appoint Mr. Piyush A Joshi, as my true and lawful attorney/s (hereinafter referred to as **"the said Attorney"**) to do in my name and on my behalf the following acts, deeds and things, that is to say:

1. To participate in discussion, negotiation, offers/deals with the Builder/ Developer in the issues pertaining to the redevelopment of our Society property including my premises on my behalf.

2. To consent for re-development of our Society property including my premises by signing consent letters/writings, indemnity bonds, undertaking etc. on my behalf.

3. To admit execution of Re-development Agreement & Permanent Alternate Accommodation Agreement duly executed by me before the Registrar and/or the Sub Registrar of Assurance at Mumbai & Mumbai Suburbs.

4. To admit execution of any other deeds, documents, writings etc. duly executed by me pertaining to the Re-development of our Society property including my premises, before the Registrar and/or the Sub Registrar of Assurance at Mumbai & Mumbai Suburbs on my behalf.

5. To receive the monetary benefits offered by the Builder/Developer, Transit/Hardship compensation and possession of the newly constructed flats which will be allotted to me in the course of re- development of the said society property.

6. To file, prosecute, continue and/or adopt any proceedings before any Court, Officers or authorities or any other forum under any law or Act or Statute and in that regard in my name and on my behalf to make and sign all such Vakalatnamas, Applications, Plaints, Petitions, Appeals, Revisions, Writs or any other papers, documents, deeds, affidavits, proceeding, letters and for that purpose to appoint Advocate & Advocates, Pleaders, Attorneys and to remove them from time to time as may be deemed fit and proper by our Attorney for the aforesaid purposes and to substitute him if necessary on my behalf.

7. To do all such act, deeds and things prudently to effectively consent the re-development process on my behalf.

AND GENERALLY, to do all acts and deeds in respect of the said Premises as I myself could do.

AND THAT, I hereby ratify and confirm all lawful acts and deeds done or purported to be done by my said Attorney, as if such acts and deeds were done by me in my personal capacity.

IN WITNESS WHEREOF I have hereunto set out hands and seal at Mumbai aforesaid, this ..... day of April, 2022.

SIGNED AND DELIVERED by the withinnamed Deponent **Mrs. Etelvina Fernandes** in the presence of ... .
1) VALERIE MELROY D'SOUZA
2) MELROY PASCAL D'SOUZA



Mrs. Etelvina Fernandes **PAN No. AESPF3749P**

SIGNATURE LEFT THUMB PHOTO

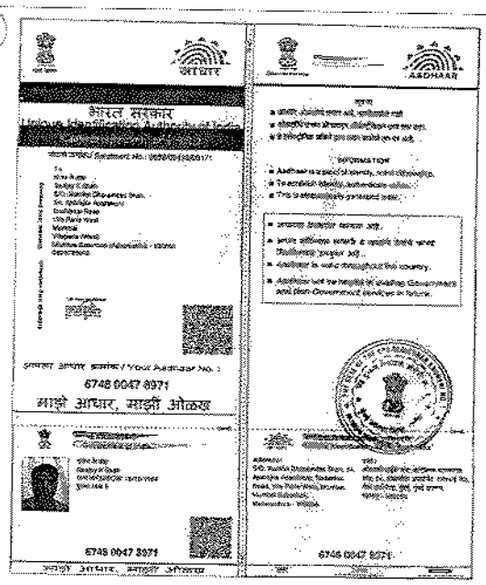
Mr. Piyush A Joshi **PAN No. ACZPJ7509A**

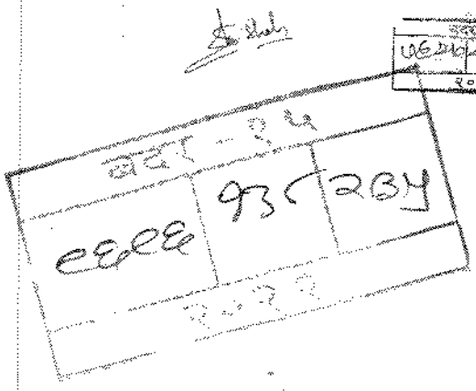


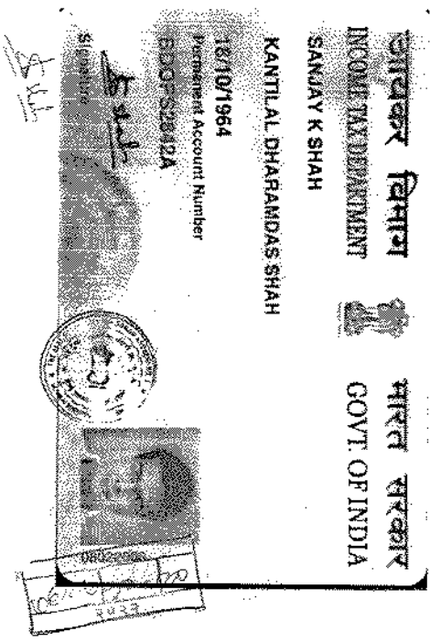
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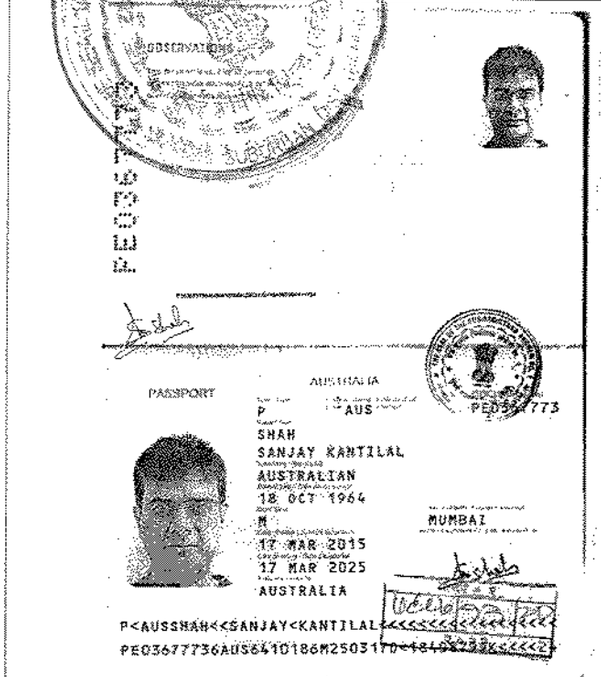
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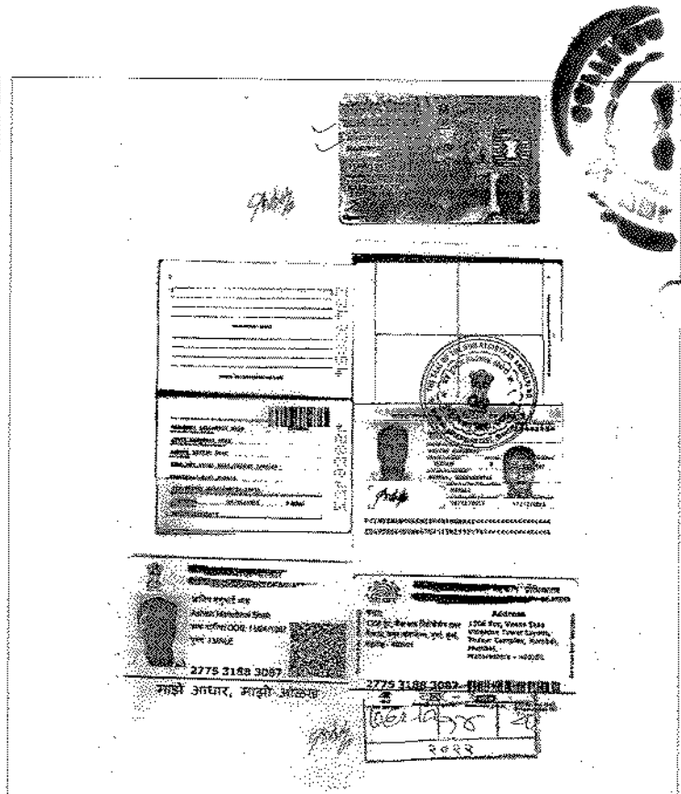

भारत सरकार
6748 0047 8971
माझे आधार, माझी ओळख
6748 0047 8971




आयकर विभाग
INCOME TAX DEPARTMENT
SANJAY K SHAH
KANTILAL DHARAMDAS SHAH
18/10/1964
Permanent Account Number
BDGPS2881A
भारत सरकार
GOVT. OF INDIA


THE SUB-REGISTAR ANDHERI NO. 4
OBSERVATIONS


PASSPORT
AUSTRALIA
P
AUS
SHAH
SANJAY KANTILAL
AUSTRALIAN
18 OCT 1964
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17 MAR 2015
17 MAR 2025
AUSTRALIA
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ANNEXURE - H

No	Members Name	Existing Flat No	Existing Floor	Existing Carpet Area (MOFA)(Sq.Ft)	Entitled Carpe Area (RERA)(Sq.Ft)
1	Mrs. Neeta Pankaj Desai Mr. Pankaj Gulabrai Desai	01	Ground	609.0	797.0
2	Mr. Arvind Lilachand Shah	02	Ground	335.0	438.0
3	Mr. Arvind Lilachand Shah	03	Ground	465.0	609.0
4	Mrs. Vidya Santosh Deshpande	04	Ground	609.0	797.0
5	Mrs. Pratibha K Gandhi	11	1.0	703.0	920.0
6	Mrs. Prafulla Mahendra Chikani	12	1.0	480.0	628.0
7	Mr. Ashok Parikh	14	1.0	703.0	920.0
8	Mrs. Etelvina Fernandes	15	1.0	480.0	628.0
9	Mrs. Kirti Sooresh Patel	21	2.0	703.0	920.0
10	Mrs. Jyotsna Kirit Dani & Mr. Dharmesh Kirit Dani	22	2.0	480.0	628.0
11	Mr. Jyotindra Chhaya	23	2.0	480.0	628.0
12	Mr. Anil Yeshwant Mathure	24	2.0	703.0	920.0
13	Mrs. Kalpana Govind Jhaver	31	3.0	703.0	920.0
14	Mr. Gopalbhai Prafullavadan Trivedi	32	3.0	480.0	628.0
15	Mr. Kishor Kalyanji Soni	33	3.0	480.0	628.0
16	Mr. Sanjay K. Shah	34	3.0	703.0	920.0

बदर - १५
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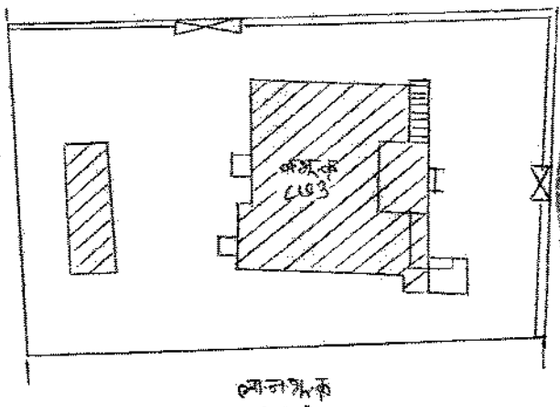
THE SEAL OF THE SUB-REGISTAR ANDHERI No. 4

अर्जदार श्री. मधव म. आपरे यांचा दिनांक २२/३/२०२२ चे विनंती अर्जावरुन नगर भूमापन विलेपार्ले (५) ता. अंधेरी येथील न.भू.क्र. ८७३ चे मुळ आलेख पुनर्विलोकन आलेख क्र. ३३३४/ ~~ट्रेसिंग खलॉथ क्र. /~~ मो. र.नं. ~~ चरुन~~ तयार केलेल्या नकाशाची कारणापूरती नक्कल.

नगर भूमापन : विलेपार्ले (५)
तालुका : अंधेरी
जिल्हा : मुंबई उपनगर

बदर - १५
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प्रमाण 1:500

1) ~~सदरची नक्कल मूळ नगर भूमापन आलेख / छापील आलेख / पुनर्विलोकन आलेखाप्रमाणे देण्यात आली आहे.~~
2) ~~सदरची नक्कल मूळ नगर भूमापनाचे वेळची जागेची परिस्थिती दर्शविते / पुनर्विलोकनाचे वेळी जागेवर आढळून आलेली परिस्थिती दर्शविते.~~
(जेथे शक्य आहे त्या ठिकाणी मूळ नगर भूमापनाचे वर्ष अथवा पुनर्विलोकन कोणत्या कालावधीसाठी करणेत आले याबाबत तपशील नमूद करावा.
3) सदरची नक्कल जागेवरील अद्यावत स्थिती नाही. जागेवरील अद्यावतस्थिती दर्शविणाऱ्या नकाशासाठी मोजणी करुन घेणे आवश्यक आहे.

टीप : सदरचे नकाशामध्ये लाल शाईचे (०) बांधकामे व नाही काळ्या शाईचे (२) बांधकामे आहेत.
(दोन)

अर्ज क्रमांक २१७१२ एकूण नोंदी / नकाशे ....१....
अर्ज दाखल दिनांक २२/०३/२०२२ नकलेचे शुल्क ५०/-
नक्कल तयार दिनांक ...../...../20..... कागद फी १०/-
नक्कल दिल्याचा दिनांक २९/३/२०२२ एकूण फी ६०/-

सत्य-प्रतिलिपी

तयार करणार.

तपासणी करणार.

सहा. भू. मा. विलेपार्ले

नगर भूमापन अधिकारी विलेपार्ले