CHALLAN

MTR Form Number-6

GRN MH010508671202122E	**BARCODE**	**Date** 22/12/2021-15:08:50	**Form ID**

Department Inspector General Of Registration		**Payer Details**	
Type of Payment Registration Fee Ordinary Collections IGR		**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name BRL5_JT SUB REGISTRAR BORIVALI 5		**Full Name**	CHARKOP POWER GAS STAFF CHS LTD CRYSTAL GREEN
Location MUMBAI			
Year 2021-2022 One Time		**Flat/Block No. Premises/Building**	PLOT NO 144 SURVEY NO 39PT 40PT 41PT CTS NO 1C/2/77

Account Head Details	Amount In Rs.
0030063301 Amount of Tax	30000.00
Total	30,000.00

Road/Street	VILLAGE KANDIVALI
Area/Locality	TALUKA BORIVALI
Town/City/District	
PIN	4 0 0 0 6 7
Remarks (If Any)	SecondPartyName=SHREEJI DEVELOPERS~
Amount In Words	Thirty Thousand Rupees Only

THE SUB REGISTRAR BORIVALI-7 ... MUMBAI SUBURBAN DIST.

Payment Details STATE BANK OF INDIA		**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	00040572021122284400	CKS3453737
Cheque/DD No.		Bank Date	RBI Date	22/12/2021-15:24:11	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

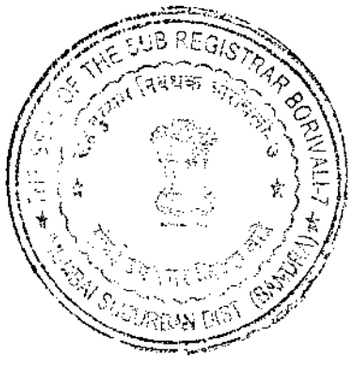
Mobile No. : 9820991028

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

बरळ - ७/
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Print Date 22.12.2021 03:11:07



बरस - ७/		
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२७२१		

मुद्रांक जिल्हाधिकारी, बोरीवली तालुका, यांचे कार्यालय

एम. एम. आर. डी. ए. इमारत, पहिला मजला,
बांद्रा-कुर्ला संकुल, बांद्रा (पुर्व), मुंबई - 400051.

****

जा.क्र.अभि./अंतिम आदेश/ 9269/21 दिनांक - 21 DEC 2021

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100902/958/2021 अन्वये M/s. Shreeji Developers दिनांक 29/11/2021 रोजी Development Agreement चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे. सदर संलेखामधील तपशिल खालील प्रमाणे

Particulars	Description
Date of Execution	Unexecuted
Type of Document	Development Agreement
The Promoters	Charkop Power Gas Staff Co-Operative Housing Society Limited (Crystal Green)
The Members	Mr. Jagdish S. Bhatt & Others
The Developer	M/s. Shreeji Developers
Detail of the Property	
Village	Kandivali
C.T.S No	Plot No. 114, Survey No. 39PT, 40PT, 41PT, CTS No. 1C/2/77
Plot Area	1128.00 sq.mtrs
Society Registration No.	BOM(W-R)HSG/TC/1798/85-86
Members	24 Residential Flats
Zone 2021-22	79/354 Village – Kandivali
Rate per sq.mtr	
Land Rate	Rs. 55,130/-
Const.Cost	Rs. 30,250/-
Flat Rate	Rs. 1,20,980/-
Completion period	36 Months + 6 Months Grace Period

THE SUB REGISTRAR BORIVALI-7

अभिनिर्णयाकरिता सादर केलेला दस्त हा Development Agreement या प्रकराचा 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 एकूण क्षेत्र 1128.00 चौ.मी. आहे. सदरचा दस्त हा सोसायटी, सोसायटी सभासद व विकासक या तीन पक्षकार यांचे मध्ये झालेला आहे.

सदर दस्ताचे अवलोकन केले असता, असे दिसुन येते की, सोसायटीच्या म्हाडा इमारतीमध्ये सभासद असलेली "Charkop Power Gas Staff CHSL" नावाची इमारत मोडकळीस आल्याने तसेच सदर मिळकतीमधील एकूण 24 सभासद व सोसायटीने विकासकाबरोबर इमारतीच्या पुनर्बांधणीच्या

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अनुषंगाने करावयाच्या विकसना संबंधी विकसन करारनामा (Development Agreement) केल्याचे दिसून येते.

प्रस्तुत विकसन करारनाम्यानुसार एकूण 24 सभासदांच्या ताब्यातील Annexure मध्ये नमूद केल्याप्रमाणे मूळ क्षेत्र 12480.00 चौ.फूट कारपेट म्हणजेच 1391.82 चौ.मी. बिल्टअप असून या क्षेत्राच्या बदल्यात विकासक रहीवासी सभासदांना दस्तासोबत सादर केलेल्या सभासदांच्या यादीनुसार नविन क्षेत्र 16848.00 चौ.फूट RERA कारपेट म्हणजेच 1722.38 चौ.मी बिल्टअप नविन इमारतीमध्ये देणेत येत आहे. हे क्षेत्र मूळ क्षेत्रापेक्षा वाढीव 35% मर्यादेत असल्याने अंमलबजावणी सूचना क्र. 21(ब)(X) लागू होत नाही. सदरची मिळकत DCPR 2034 नियम 33(5) नुसार विकसीत होत आहे. म्हाडा पॉलिसीनुसार 3.00 इतका FSI Index अनुज्ञेय होत आहे. यामध्ये टी.डी.आर मिळत नसल्याने Road width TDR अनुज्ञेय होत नाही. त्यानुसार प्रकरणात प्रिमियम हिशोबित करण्यात येत आहे. सदर मिळकतीचा विकास RERA नियमानुसार होणार असल्याने बिल्टअप क्षेत्र अंमलबजावणी सूचना क्र. 5 नुसार घेणेत येत आहे. सदरची योजना हि Low Income Group (LIG) करिता असल्याने दस्तात नमूद आहे. नगर विकास विभागाचे शासन निर्णय क्र. टिपीबी-4319/189/प्र.क्र.123/2019/नवि-11 दि. 20/08/2019 नुसार म्हडास देय Premium म्हाडा योजना EWS, MIG व LIG करिता या आदेशापासून कमी करण्यात आले आहेत (LIG करिता Premium बाजारमूल्य दरतक्त्यातील जमिनदराचे 45%). प्रस्तूत योजना LIG करिता आहे. त्यानुसार प्रकरणी मुल्यांकन सन 2020-21 चे बाजारमुल्यदर नुसार पुढील प्रमाणे निश्चित करण्यात येत आहे. दस्तातील पृष्ठ क्र. 31 वरील परिच्छेद क्र. 22 नुसार Security Deposit म्हणून 3 सदनिका व 1 दुकान देणार आहेत त्याचे मूल्य रु. 5,00,00,000/- इतके दस्तात नमूद असल्याने ही रक्कम सदनिका दरापेक्षा जास्त असल्याने सदर रक्कम मूल्यांकनात विचारात घेण्यात येत आहे.

वरील बाबींचा विचार करून दस्तात Schedule मध्ये नमूद केल्यानुसार मालमत्तेचे क्षेत्र 1128.00 चौ.मी. क्षेत्र व त्यावरील 33(5) नुसार अनुज्ञेय 3.00 इतका FSI विचारात घेऊन प्रकरणी मुल्यांकन सन 2021-22 चे बाजारमुल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

Development Agreement (Complition Period - 36 Months + 6 Months Grace Period)					
ADJ-958-2021	Land Year - 2021-22	Flat	Office	Shop	Construction Cost - Year 2021-22
	55,130	1,20,980			30,250
Zone -Village- Kandivali	79/354				
Net Plot Area	1128.00	sq.mtrs			
		Existing Carpet Area in Sq. ft	existing Built up Area in Sq. mtr		
Old Builtup Area		12480.00	1391.82		
No. of Members/Flat	24				
		New Carpet Area in Sq. ft	Total New Buildup Area in Sq. mtr		
35% Additional New Area (RERA) (Page No. 19, 20, Para No. 7.1)		16848.00	1722.38		

Permissible Area	1128.00	x	3.0	=	3384.00
Fungible FSI	3384.00	x	0.35	=	1184.40
Total FSI	3384.00	+	1184.40	=	4568.40
Less New area given to 24 member with fungible FSI				=	1722.38
Balance FSI	4568.40	-	1722.38	=	2846.02
Value of Balance FSI	2846.02	x	55130	=	15,69,01,128
Free Fungible on Societies area	1391.82	x	0.35	=	487.14
Charging Premium	1184.40	-	487.14	=	697.26
Less Value of Charging Premium	697.26	55,130	0.50	=	1,92,20,040
Net Balance Value	156901128	-	19220040	=	13,76,81,088
				Market Value -	**13,76,81,088**
				i.e.Rs.	**13,76,82,000**

Consideration					Amount in Rs.
1. New area given to society members	1722.38	30250	1.05		5,47,07,069
2. Hardship Compensation to having 370.00 sq.ft Carpet Area (Page No. 18, Para No. 5.1.1)	296000	6			17,76,000
3. Hardship Compensation to having 570.00 sq.ft Carpet Area (Page No. 18, Para No. 5.1.1)	456000	18			82,08,000
4. Rent to having 370.00 sq.ft Carpet Area (Page No. 20, Para No. 8.2)					
For First 12 Months	19000	6	12		13,68,000
For Next 12 Months (Add 10%)	20900	6	12		15,04,800
For Next 12 Months (Add 10%)	22990	6	12		16,55,280
5. Brokerage to having 370.00 sq.ft Carpet Area (Page No. 20, Para No. 8.2)					
For First Term	19000	6	1		1,14,000
6. Rent to having 570.00 sq.ft Carpet Area (Page No. 20, Para No. 8.2)					
For First 12 Months	28000	18	12		60,48,000
For Next 12 Months (Add 10%)	30800	18	12		66,52,800
For Next 12 Months (Add 10%)	33880	18	12		73,18,080
7. Brokerage to having 370.00 sq.ft Carpet Area (Page No. 20, Para No. 8.2)					
For First Term	28000	18	1		5,04,000
8. Shifting Charges (Page No. 21, Para No. 8.3)	10000	24			2,40,000
9. Administrative Charges (Page No. 38, Para No. 34)					25,00,000
9. Mhada Premium / Charging Premium (1391.82 X 1.35 = 1878.96) (1878.96 - 1722.38 = 156.58)	156.58	55130	0.45		38,84,515
10. Gymnasium (Page No. 19, Para No. 5.1.5)	3384.00	30,250	0.02		20,47,320
11. Common Facilities (Society office,toilet, W.cabin) (22.30+3+4.64=29.94)	29.94	30,250			9,05,685
12. Parking	13.75	30,250	24	0.25	24,95,625
13. Development Charges (2%)	1722.38	55,130	0.02		18,99,095
14. Infrastructure Charges	1722.38	5,000			86,11,896
				Total Consideration	**11,24,40,165**
				Rs.	**11,24,41,000**

SUB REGISTRAR BANDRA-1 (BANDRA)

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2021

वरील प्रमाणे दस्तातील मिळकतीचे बाजारमुल्य रक्कम रू. 13,76,82,000/- हे मोबदला रक्कम रू. 11,24,41,000/- पेक्षा जास्त् असल्याने जास्तीच्या बाजारमुल्य रक्कम रू. 13,76,82,000/- वर मुद्रांक शुल्क वसूल करण्यात आले आहे.

बाजारमुल्य (रु.)	अनुच्छेद	देय मु.शु (रु.)
13,76,82,000/-	5(g-a)	68,84,100/-
Bank Guarantee (Page No. 31, Para No. (22.1) Rs. 5,00,00,000/-	54(ii)	2,50,000/-
OR		
3 Flats As Security 576.00 + 442.00 + 442.00 = 1460.00 sq.ft RERA Carpet i.e. 149.26 sq.mtrs Builtup (149.26 x 1,20,980 x 1.15 = 2,07,66,096/-) 1 Shop 240.00 sq.ft Carpet i.e. 24.54 (24.54 x 1,45,180 = Rs. 35,62,717/-) 2,07,66,096 + 35,62,717 = 2,43,28,813/- Rs. 2,43,29,000/- (Page No. 31, Para No. (22.1)	54(ii)	1,21,645/-
Consider Amount Whichever is Higher		
एकूण (68,84,100 + 2,50,000)		71,34,100/-

अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 मधील अनुच्छेद 5(g-a) नुसार मुद्रांक शुल्क रु. 71,34,100/- देय असल्याबाबत जा.क्र.अभि/आदेश/8704/2021 दिनांक. 07/12/2021 अन्वये अंतरिम आदेश पारित करण्यात आले होते. त्यास अनुसरुन पक्षकार यांनी सदर मुद्रांक शुल्काचा भरणा सह दुय्यम निबंधक बोरीवली क्र. 5 या कार्यालयात केलेला असून दिनांक 20/12/2021 रोजी सदरचे चलन क्र. MH010245427202122M विरुपित करुन या कार्यालयास पाठविले. त्यानुसार दिनांक. 07/12/2021 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 शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बेकायदेशीर काम अनधिकृत असल्यास ते अधिकृत होणार नाही हयाबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहील त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, बोरीवली हे जबाबदार राहणार नाहीत.
3. एकुण पाने 1 ते 74 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग समजण्यात येत आहे.

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(वैशाली चव्हाण)
मुद्रांक जिल्हाधिकारी, बोरीवली.

प्रति	M/s. Shreeji Developers
पत्ता	1st Floor, Shreeji Altantis, Gautam Buddha Marg, Orlem, Malad (West), Borivali (West), Mumbai - 64
प्रत	सह दुय्यम निबंधक बोरीवली कार्यालय क्र. 1/2/3/4/5/6/7/8/9

CHALLAN
MTR Form Number-6

GRN	MH010245427202122M	BARCODE		Date	16/12/2021-17:51:10	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	BRL5_JT SUB REGISTRAR BORIVALI 5	**Full Name**	SHREEJI DEVELOPERS
Location	MUMBAI		
Year	2021-2022 One Time	**Flat/Block No.**	PLOT NO 114 SURVEY NO 39PT 40PT 41PT
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030050801 Amount of Tax	7134100.00	**Road/Street**	CTS NO 1C/2/77 VILLAGE KANDIVALI
		Area/Locality	TALUKA BORIVALI
		Town/City/District	
		PIN	4 0 0 0 6 7
		Remarks (If Any)	ADJ/1100902/985/2021
		Amount In Words	Seventy One Lakh Thirty Four Thousand One Hundred Rupees Only
Total	71,34,100.00		

THE SUB REGISTRAR BORIVALI-7 ... DIST (BANDRA)

DEFACED ₹7134100.00 DEFACED

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	69103332021121711639	705015527
Cheque/DD No.		Bank Date	RBI Date	17/12/2021-13:15:11	18/12/2021
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		100 , 18/12/2021	

Department ID :
Mobile No. : 9820991028

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

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

Signature Not Verified
Digitally signed by DS VIRTUAL TREASURY MUMBAI 03
Date: 2021.12.20 16:13:47 IST
Reason: Secure Document
Location: India

Challan Defaced Details

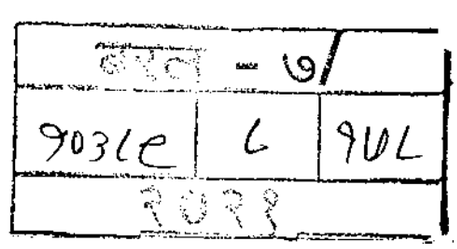
Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1		0004956498202122	20/12/2021-16:13:43	IGR194	7134100.00
			Total Defacement Amount		71,34,100.00

Print Date 20-12-2021 04:13:47

સદરચે ચલન વિલંબાને ભરવામાં આલે અસુન
મા કાર્યાલયાત નોંદણી કરતા ભરવામાં આલે નાહી.

सह दुय्यम निबंधक बोरीवली क्र. ५,
मुंबई उपनगर जिल्हा




ভলিউম - ৩/
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GRN No- MH010245422022122M

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

Office of the Collector of Stamps
Case No. Armd/1109902/985/2021
Date 29/11/2021

Received from Shri. M/S Shreeji Developers residing at ..... stamp duty of Rs. 71,34,100/- (Rupees Seventy one Lakh Thirty Four Thousand one Hundred only) vide challan No. ..... Dated 16/12/2021 Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 71,34,100/- (Rupees Seventy one Lakh Thirty Four Thousand one Hundred only) with which the instrument is chargeable has been paid vide article No. 5(g-9) of Schedule.

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

Place. Borivali
Date 21 DEC 2021

Collector of Stamps
Borivali

COLLECTOR OF STAMPS BORIVALI

THE SEAL OF THE SUB REGISTRAR BORIVALI-7 MUMBAI SUBURBAN DIST (BANDRA)

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into at Mumbai on this 22nd day of Dec. in the Christian Year Two Thousand and Twenty One.

BETWEEN

CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD.(CRYSTAL GREEN) , a Co-operative Housing Society duly registered under the Provisions of Maharashtra Co-operative Societies Act, 1960 and having its Registered Office at Plot No.114,Charkop Sector 2, Kandivali (West), Mumbai – 400067, hereinafter referred to as **"THE SOCIETY"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Members for the time being of the Said Society and their respective Heirs, Executors, Administrators and Assigns as also Successors and Assigns of the Said Society) of the **FIRST PART**

AND

MEMBERS OF CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD., a Co-operative Housing Society duly registered under the Provisions of

ह प्रमाणपत्र मुळक मुद्रांक अधिनियम यात बसत असलेल्या तरतुदीनुसार तयार केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी दुसऱ्या अतिरिक्त दस्त नोंदणी करण्यात यावे असे अधिनियम 1908 च्या अधिनियमातील तरतुदीनुसार दस्त नोंदणी दस्त नोंदणी कार्यवाही करतील

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Maharashtra Co-operative Societies Act, 1960 and having its Registered Office at Plot No.114,Charkop Sector 2, Kandivali (West), Mumbai – 400067,by the hand of its members

No	Flat No.	Name of the MEMBERS	Floor	Existing carpet area
1	101	Mr.Jagdish Sanjiv Bhat Mrs. Deepa Jagdish Bhat.	1st Floor	570
2	102	Mr. Vipul N. Gandhi Mrs. Hetal V. Gandhi	1st Floor	370
3	103	Mr. Sekhar Chakraborty	1st Floor	570
4	104	Mr. Vijaykumar Anandrao Rane	1st Floor	570
5	205	Mr. Swapnil P. Rane Mr. Pramod E. Rane	2nd Floor	570
6	206	Mr. Ajit vasant Ghadi Mrs. Archana A. Ghadi	2nd Floor	370
7	207	Mrs. Diana Fernandes Mr. Rubert Fernandes	2nd Floor	570
8	208	Mr. Krishna O. Sharma Mrs. Radha O. Sharma	2nd Floor	570
9	309	Mr. Pradeep R. Menon	3rd Floor	570
10	310	Mr. Sandeep R. Menon	3rd Floor	370
11	311	Mr. Deepak N. Ramwani	3rd Floor	570
12	312	Mr. Vijay Shankar Kirdat Mrs. Suvidha Vijay Kirdat	3rd Floor	570
13	413	Mrs. Krittika V. Moghe	4th Floor	570
14	414	Mr. Krishna R. Nikumbh	4th Floor	370
15	415	Mr. Jitendra W. Chavan	4th Floor	570
16	416	Mrs. Shilpa Nazar	4th Floor	570
17	517	Mr. Rajendra Jagannath Vanmali	5th Floor	570
18	518	Mrs. Priyadarshini S. Yadav Mr. Shyamsunder M. Yadav	5th Floor	370
19	519	Mrs. Kavita Shailesh Naik Mr. Shailesh Ramkrishna Naik	5th Floor	570

20	520	Mr. Amol Prafulla Shinde Mrs. Smruti Amol Shinde	5th Floor	570
21	621	Mr. Manabendra Nath Saha	6th Floor	570
22	622	Mr. Sudeep B Singh	6th Floor	370
23	623	Mr. T. Sankaranarayanan	6th Floor	570
24	624	Mr. Madhukar Balkrishna Bhambure Mrs. Kunda Bhambure	6th Floor	570
		TOTAL		12480

hereinafter referred to as **"THE MEMBERS"** (which expression, shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its, its members, and successors) of the **"SECOND PART"**.

AND

M/S. SHREEJI DEVELOPERS, A Partnership firm, incorporated under the Indian Partnership Act 1932, through its Partners **(1) SHRI. NIMESH UTTAMBHAI DESAI, Aged 47 years, AND (2) SHRI. BHUSHAN KHANDERAO PATIL,** aged 52 years, having their address at 1st Floor, Shreeji Atlantis, Gutam Buddha Marg, Orlem, Malad (W), Mumbai. 64 hereinafter referred to as **"THE DEVELOPER"** (which expression shall, unless it be repugnant to the context or meaning thereof mean and include its partner or partners for the time being of the said firm or heirs, executors, administrators of the deceased partner or partners or the surviving partner and assigns) of the **OTHER PART.**

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WHEREAS:

A. The Society has represented to the said Developer the following: -

i. CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD(CRYSTAL GREEN) is a Registered Housing Society under the provisions of Maharashtra Co-operative Housing Societies Act, 1960, bearing Registration No. BOM (W-R) HSG / TC / 1798 / 85-86 and having its Registered Office at **CHARKOP POWER GAS STAFF CO-OP. HSG.**

SOC. LTD., Plot No.114, Road No. RSC-II, Near Shivam Hospital, Sector 2, Kandivali (West), Mumbai – 400067;

ii. The members of the said society have got their Society Registered vide Registration No. BOM (W-R) HSG / TC / 1798 / 85-86 dated 20th Feb 1986 a copy of the Certificate of Registration of Society is hereto annexed and marked as **Annexure – "A"** ;

iii. MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY (hereinafter called MHADA) originally was absolutely seized and possessed off or otherwise well and sufficiently entitled to and owner of all that piece and parcel of land admeasuring 1128 square meter bearing S. No. 39PT, 40PT & 41PT, CTS No. 1C/2/77 Village: Kandivali, Taluka: Borivali being part of the Board's Land Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban, hereinafter referred to as **"THE SAID PLOT OF LAND "** for the sake of brevity;

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iv. The Maharashtra Housing and Area Development Authority (MHADA), vide its Scheme of Construction, Allotment and Sale of Tenements generally known as S.C.S. Scheme constructed on the said plot of land viz. all that piece and parcel of land admeasuring 1128 square meter bearing S. No. 39PT, 40PT & 41PT C.T.S. No. 1C/2/77 Village: Kandivali, Taluka: Borivali being part of the Board's Land Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban, Plot No.114, Road No. RSC-II, Near Shivam Hospital, Sector 2, Kandivali (West), Mumbai – 400067, assessed to municipal taxes under R South Ward and Street no RSC-11 Road (hereinafter referred to as the '**Old Building**'). The said Plot with the said Old Building No.RSC-I1, Plot no.114 thereon shall hereinafter collectively be referred to as **"the said Property',** more particularly described in the First Schedule hereunder written. MHADA on construction of the said Building No. No.RSC-I1, Plot no.114 allotted Flats to various persons who subsequently formed their registered Co-operative Housing Society under Maharashtra Co-operative Societies Act,1960 being the Society herein. The Society consists of total 24 (Twenty-Four)

Members, who are residing in the Said Building No.RSC-2/114 along with their respective Family Members in their respective Flats. At present the Society consists of total 24 (Twenty-Four) Members.

v. By and under a Deed of Lease dated 23rd July 1986 duly registered with the Office of Sub-Registrar of Assurances at Andheri / Bandra under Serial No.149, executed by and between MAHARASHTRA HOUSING AREA AND DEVELOPMENT AUTHORITY therein referred to as the "LESSOR", (which expression shall mean and include their executors, administrators, assigns) of the ONE PART and **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD** (CRYSTAL GREEN) therein referred to as the "LESSEE", a Co-operative society, registered under the Co-operative Housing Societies Act, having registration No. BOM (W-R) HSG / TC / 1798 / 85-86 and having its Registered Office at **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD** (CRYSTAL GREEN) Plot No.114, Road No. RSC-II, Near Shivam Hospital, Sector 2, Kandivali (West), Mumbai – 400067, hereinafter referred to as **'the said Society'** (which expression shall mean and include the office-bearers of the said Society) the MHADA has leased out all their right, title and interest in the sad property viz. all that piece and parcel of land admeasuring 1128 square meter bearing S. No. 39PT, 40PT & 41PT. CTS No. 1C/2/77 Village: Kandivali, Taluka: Borivali being part of the Board's Land Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban together with building standing thereon being Building No.RSC-1I, Plot no.114, at Charkop Sector no.2, Kandivali (West), Mumbai- 400 067, assessed to municipal taxes under 'R'-South Ward and Street no RSC-1 Road to the **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD** for a period of 90 years with effect from 23/07/1986 on the terms, conditions, rent and covenants of the Said Lease Deed dated 23/07/1986.

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vi. Thus, the said society i.e. **CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD (CRYSTAL GREEN)** is the lessee of MHADA in respect of all that piece and parcel of land admeasuring 1128 square meter together with said old building no. RSC-II, Plot no.114 situate lying and being at C.T.S.

No. 39PT, 40PT & 41PT Village: Kandivali, Taluka: Borivali being part of the Board's Land Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban, hereinafter referred to as the **"Said Property"** for the sake of brevity and more particularly described in the Schedule hereunder written ;

vii. The said Society thus is lessee and is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property with society building standing thereon more particularly described in the second schedule hereunder written and shown in red colour boundary line on the plan **Annexure "B"** hereto hereinafter called **"THE SAID PROPERTY" ;**

viii. There are total 24 members of the said Society occupying 24 residential flats, situated in the said Existing Building which is ground plus Six (6) upper floors structure. A list showing the names of the existing Members, their respective flat numbers occupied by them, the existing carpet area and carpet area in new premises inclusive of additional area to be provided by the developer for each of the premises is annexed as **ANNEXURE - 'C'** hereto;

ix. The said Existing Building requires extensive repair besides which several works of improvements are required to be carried out to the said Existing Building and cost of such repairs, renovations and improvements is considerably high and therefore, the said Society has decided to have the said Property redeveloped and reconstructed in accordance with the prevailing laws.

B. It is possible to re-develop the said Property as per the prevailing regulations of Development Control and Promotion Regulations for Greater Mumbai, 2034 (DCPR, 2034) now applicable in Brihanmumbai. The said Property is independently capable of being redeveloped by demolishing the existing Old Building and by construction of a new building as per the prevailing DCPR 2034 and redevelopment thereof can be undertaken by utilizing the basic Floor Space Index (FSI), and additional FSI being Fungible FSI/Compensatory/Premium FSI, Pro-Rata FSI and or otherwise and all other

development potential of the said Plot in the construction of the New Multi Story Building by demolishing the existing old building of the society ;

C. Accordingly, a Special General Body meeting had been held on 18th July 2021 whereat the proposals which had been invited by the Society from various developers (including the Developers herein) were considered and the proposal of the Developers herein was shortlisted, along with some other tenderers.

D. Thereafter at the Special General Body Meeting of the Society held on 21/12/2019 it was unanimously resolved to go for redevelopment of the said Property in accordance with the Circular dated 3rd January, 2009 issued by the Government of Maharashtra under Section 79A of the Maharashtra Co-operative Societies Act, 1960 and at the said Meeting the Members present at the meeting gave their consent for the redevelopment of the said Property.

E. Subsequently, the Society approached the Developers and invited them to submit their fresh and competitive offer as per the present Development Control Regulations.

F. Accordingly, the Developers herein, gave their provisional Offer letter on dated 23/10/2020 and after discussion in the meetings held from time to time, by and amongst the Developers, representatives of the Society and the said Final Offer of Developer vide their Final Offer Letter dt. 07/04/2021confirmed by the society herein.

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G. In compliance with the Circular dated 3rdJanuary 2009 issued by Government of Maharashtra under section 79A of Maharashtra Co-operative Societies Act, 1960 (for short '**the MCS Act**'), the Society had applied to the Registrar of Co-operative Housing Societies for appointment of an Authorized Officer to attend the Special General Body Meeting of the Society for selection of a developer. In response thereto Mr. Umed Kamble Authorized Officer from the Office of the Dy. Registrar of Co-operative Societies, Mumbai west suburb,

Mumbai was deputed to witness the proceedings of the Special General Body Meeting.

H. Accordingly, a Special General Body Meeting was held on the 18th July, 2021 under the supervision of the said Mr. Umed Kamble the said Authorized Officer from the office of the Dy. Registrar of Co-operative Societies, Mumbai west suburb, Mumbai and at the said meeting the said Offer given by the Developers M/s. Shreeji Developers herein was considered and after considering the said Offer, it was unanimously accepted by all the Members present at the meeting. Accordingly, at the said Special General Body Meeting held on 18th July, 2021 it was resolved by all the Members of the Society present at the said meeting to grant the development rights in respect of the said Property to the Developers herein.

I. The proceedings of the said Special General Body Meeting held on 18th July 2021 were recorded by video shooting and attendance thereof by Members and invitees was also duly recorded. The Society then submitted a copy of the Minutes of the said Special General Body Meeting together with the video recording thereof on a Pen drive to the concerned Dy. Registrar, Co-operative Societies, Mumbai and thereby completed compliance with all the requirements of the Directives issued by the Government of Maharashtra under Section 79A of the MCS Act. A certified true copy of the extract of the Resolutions passed at Special General Body Meeting held on 18th July 2021 accepting the said Offer of the Developers is annexed hereto and marked as **ANNEXURE - "D"**.

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Thereafter, the Dy. Registrar of Co-operative Societies, has by his letter dated 27/7/2021 addressed to the Society, given his concurrence to the appointment of the Developers herein as the Developers for the redevelopment of the said Property. A copy whereof is annexed hereto and marked as **ANNEXURE - "E"**.

K. The Developer has represented to the said Society that: -

a. The said Developer has adequate experience, expertise, infrastructure, means, finances and resources to undertake the re-development envisaged by the Society and to complete the same in timely manner and based on such representations, several rounds of discussions, negotiations and re-negotiations between the said Developer and the Managing Committee members of the said Society, the said Society had considered the offer of the said Developer for the re-development.

b. The said Developers is a Partnership firm duly registered under the Partnership Act and at present, the Partners thereof are as under: -

I. Mr. Nimesh U. Desai

II. Mr. Bhushan K Patil

c. The Developers shall not assign, encumber and/or transfer the benefits of this Agreement nor any right or obligation hereunder to any person or persons.

d. The Developers, by the resolution passed at the meeting of its partners held on 05.01.2021 have authorized its partners, Mr. Nimesh U. Desai to represent the Developers and deal with the Society/ Members regarding all matters connected with the Project and to sign and execute this Agreement and all other documents or writings as may be required for the Project. All decisions that will be taken by the authorized persons or any of them shall be binding to all intents and purposes on the Developers. A certified copy of the resolution of the Developers is annexed hereto and marked **Annexure "F".**

e. In the circumstances aforesaid and subject to approval by the concerned authorities of the building plans, for demolition of the existing structures and re-construction of the new Building/s by the said Developer on the said Property, the Parties have agreed to execute this Agreement setting out the terms which have been mutually agreed upon by and between them.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. PRELIMINARY: -

1.1. The recitals mentioned hereinbefore, Annexure, schedules and plans shall be treated as a part and parcel of operative portion, as if the same have been reproduced in verbatim under these presents.

2. DEFINITIONS AND INTERPRETATION-

2.1. **Definitions-**

In this Agreement, unless the context otherwise requires the following words and phrases shall have the following meaning: -

"Agreement" **or** "this Agreement"	shall mean this Development Agreement and all amendments, if any, that may be made thereto and any other Supplemental Agreements.
"Amenities", "Specifications"	shall mean the amenities agreed between the Parties to be provided by the Developers in the Members' New Flats, the common amenities and specifications of the New Building, all of which are listed in **ANNEXURE "G"** hereto.
'Carpet Area'	In relation to the Members New premises shall mean

	actual MOFA carpet area as set out in **ANNEXURE"H"**.
"D.C. Regulations" **or** "DCR"	shall mean the Development Control and Promotion Regulations for Greater Mumbai 2034.
"Developers' Sale Premises"	means all other flats/Shops/Apartments/Garages/banking institution such as Nationalized, Banks, Co-operative Banks, Co-operative Credit Society, Private financial institution, NBFC, any other financial institution governed under the Banking Law, RBI, Company and all back offices of financial institutions/banks etc besides the Members New Flats in the New Building which shall belong to the Developers with full right to deal with and dispose of the same subject to the terms of this Development Agreement;
"Defects	shall mean (a) a period of 5

Liability Period"	(five) years from the date of handing over possession of permanent alternate accommodation to the existing members of the society after obtaining Occupation Certificate that will be issued by the Planning authority in respect of the New Building, & (b) for the terrace waterproofing, a period of 5 (Five) years from the date of the Full Occupation Certificate that will be issued by the MCGM in respect of the New Building.
"Members New premises"	mean the premises in the New Building proposed to be constructed by the Developers for the Members.
"MCGM"	shall mean the Municipal Corporation of Greater Mumbai.
"MHADA"	Shall mean the Maharashtra Housing Area & Development Authority

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"RERA"	shall mean the Real Estate Regulation of and Development Act, 2016 and any statutory modification or amendment or re-enactment thereof.
"New Building"	shall mean the building that the Developers shall construct on the said Land after demolishing the Existing Building, by utilization of Total FSI as defined herein below.
"Parties"	means, collectively, the Society, its Members and the Developers and "Party" means any one of them;
"Project"	shall mean the Re-development of the Property by the Developers in the manner provided in this Agreement.
"Re-development"	(with all its derivatives) shall mean the Re-development of the Property by demolition of the Existing Building and construction of the New

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	Building and all other structures on the Plot by utilization of Total FSI as defined herein below.
"TDR" or "TDR/FSI"	shall mean Transferable Development Rights as understood under the D.C. Regulations and the Maharashtra Regional and Town Planning Act, 1966.
"Total FSI"	shall mean primary FSI of the Plot, Premium FSI/Compensatory FSI, Fungible FSI, Pro-Rata FSI and includes any other form of FSI available under DCPR, 2034.
Commencement and Completion Period:	Within 3 months from date of execution of the Development Agreement, the Developer shall obtain IOD. Developer shall intimate in writing to all the members of the society to vacate the premises within 30 days from the date of receipt of receipt of I.O.D. Within 1 months from handing over the vacant possession of all the

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