Receipt (pavti)

378/19051
Friday,December 30 ,2022
9:22 AM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 20627 दिनांक: 30/12/2022

गावाचे नाव: वांद्रा
दस्तऐवजाचा अनुक्रमांक: वदर9-19051-2022
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: इकेन कंस्ट्रक्शन्स चे भागिदार रमेश कोनगड ट्रेगो

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 3000.00
पृष्ठांची संख्या: 150	
एकूण:	रु. 33000.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
9:42 AM ह्या वेळेस मिळेल.

सह.दु.नि.अंधेरी-3

NOTARY
DIVYA M. SHAH
INDIA
Regd. No. 4245
GOVERNMENT OF INDIA

बाजार मुल्य: रु.137222000 /-
मोबदला रु.92635000/-
भरलेले मुद्रांक शुल्क : रु. 7100992/-

एम. एन. गायकवाड
सह दुय्यम निबंधक, अंधेरी क्र ३,
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रक्कम: रु.1000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 3012202200504 दिनांक: 30/12/2022
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 3012202200443 दिनांक: 30/12/2022
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012856454202223M दिनांक: 30/12/2022
बँकेचे नाव व पत्ता:

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON: 2 JAN 2023

CHALLAN

MTR Form Number-6

GRN	MH012856454202223M	BARCODE		Date	28/12/2022-12:39:19	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	BDR9_ANDHERI NO 3 SUB REGISTRAR	Full Name	EKEN CONSTRUCTIONS
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS NO F/375, VILLAGE BANDRA F
		Premises/Building	
		Road/Street	FINAL PLOT NO 179
		Area/Locality	BANDRA WEST MUMBAI
		Town/City/District	
		PIN	4 0 0 0 5 0

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

Remarks (If Any)

SecondPartyName=EUGENE M PEREIRA AND OTHERS

NOTARY * DIVYA M. SHAH * INDIA Regd. No. 4245 GOVERNMENT OF INDIA

DEFACED ₹ 30000.00 DEFACED

Amount In Words: Thirty Thousand Rupees Only

Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	03006172022122800540	281222M750120
Cheque/DD No.		Bank Date	RBI Date	28/12/2022-13:48:40	Not Verified with RBI
Name of Bank		Bank-Branch		PUNJAB NATIONAL BANK	
Name of Branch		Scroll No. , Date		1 , 29/12/2022	

Department ID

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

Mobile No. : 0000000000

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST BANDRA

बंदर-९ पुस्तक क्र. ९९०५१ ९ ९५१ २०२२

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-378-19051	0006421056202223	30/12/2022-09:22:04	IGR188	30000.00
			Total Defacement Amount		30,000.00

Print Date 30-12-2022 09:34:17





बदर-९		
१९०५१	२	१५०
२०२२		

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

Receipt of Document Handling Charges

PRN	3012202200504	Receipt Date	30/12/2022

Received from DHC, Mobile number 0000000000, an amount of Rs.1000/-, towards Document Handling Charges for the Document to be registered on Document No. 19051 dated 30/12/2022 at the Sub Registrar office Joint S.R. Andheri 3 of the District Mumbai Sub-urban District.

DEFACED
₹ 1000
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	30/12/2022
Bank CIN	10004152099123000466	REF No.	236487248098
Deface No	3012202200504D	Deface Date	30/12/2022

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

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 * MUMBAI SUBURBAN DIST. BANDRA * सह. दुय्यम निबंधक, अंधेरी क्र. ३ मुंबई उपनगर जिल्हा बांद्रे

NOTARY
DIVYA M. SHAH
INDIA
Regd. No. 4245
GOVERNMENT OF INDIA

बुक-१
पुस्तक क्र. १ | १९०५१ | 3 | ५५०
२०२२

NOTARY
DIVYA M. SHAH
INDIA
Regd. No. 4245
GOVERNMENT OF INDIA

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3
MUMBAI SUBURBAN DIST BANDRA

NOTARY
DIVYA M. SHAH
INDIA
Regd. No. 4245
GOVERNMENT OF INDIA

बदर-९			
पुस्तक क्र. १	२०५१	४	५५०
२०२२			

D ocument H andling C ha₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	3012202200443	Receipt Date	30/12/2022

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 19051 dated 30/12/2022 at the Sub Registrar office Joint S.R. Andheri 3 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	30/12/2022
Bank CIN	10004152099123000415	REF No.	236448546974
Deface No	3012202200443D	Deface Date	30/12/2022

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

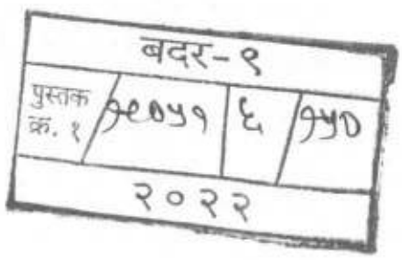
THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST. BANDRA

NOTARY
DIVYA M. SHAH
INDIA
Regd. No. 4245
GOVERNMENT OF INDIA

बदलापूर-१
पुस्तक क्र. १ | १९०५१ | ५ | ५५०
२०२२


NOTARY
DIVYA M. SHAH
INDIA
Regd. No 4245
GOVERNMENT OF INDIA


THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3
MUMBAI SUBURBAN DIST. BANDRA


बदर-९
पुस्तक क्रं. १
१०५१
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१५०
२०२२

CHALLAN
MTR Form Number-6

GRN	MH012856454202223M	BARCODE	Date	28/12/2022-12:39:19	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	BDR9_ANDHERI NO 3 SUB REGISTRAR	Full Name	EKEN CONSTRUCTIONS
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No. Premises/Building	CTS NO F/375, VILLAGE BANDRA F

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

Road/Street	FINAL PLOT NO 179
Area/Locality	BANDRA WEST MUMBAI
Town/City/District	
PIN	4 0 0 0 5 0
Remarks (If Any)	SecondPartyName=EUGENE M PEREIRA AND OTHERS~
Amount In Words	Thirty Thousand Rupees Only

NOTARY * DIVYA M. SHAH INDIA Regd. No. 4245 * GOVERNMENT OF INDIA

Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	03006172022122800540	
Cheque/DD No.		Bank Date	RBI Date		Not Verified with RBI
Name of Bank		Bank-Branch		PUNJAB NATIONAL BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 0000000000
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाची असलेल्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Make payment at any of the listed branches of PUNJAB NATIONAL BANK handling GOVERNMENT OF MAHARASHTRA Business Before 04/01/2023

THE SEAL OF THE REGISTRATION DEPARTMENT * MUMBAI SUBURBAN DIST. BANDRA * 3

नोंदणी - १
सादरकर्ता २०५१ ७ १५०
२०२२

Cut Here ---- Bank Copy ---- Cut Here

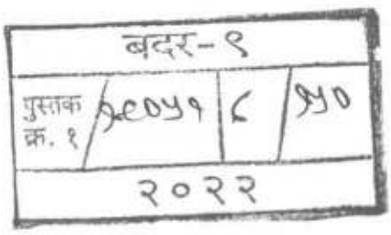
GRN	MH012856454202223M	Challan Date	28/12/2022	Challan Amount	30000.00
Party Name	EKEN CONSTRUCTIONS				
Amount In Words	Thirty Thousand Rupees Only				

Account Head Details		Payment Details			
Cheque-DD Details		Bank CIN	Ref. No.	03006172022122800540	
Cheque/DD No.		Bank Date	RBI Date		Not Verified with RBI
Name of Bank		Bank-Branch		PUNJAB NATIONAL BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

*Please see the list of branches on the HOME PAGE of GRAS site where you can make payment.

Print Date 28-12-2022 12:39:25


THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3
सह. दुय्यम निबंधक, अंधेरी क्र. ३
SUBURBAN DIST BANDRA


बदर-९
पुस्तक क्र. १
९८०५१
८
१०
२०२२

NOTARY
DIVYA M. SHAH
INDIA
Regd. No 4245
GOVERNMENT OF INDIA

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/ 9156/22 दिनांक - 27 DEC 2022

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100900/922/2022 अन्वये पक्षकार Eken Constructions यांनी दिनांक 30/11/2022 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 Owners	Eugene M. Pereira & Others
The Developers	Eken Constructions
The Tenants	Pradeep Himmatlal Choksi & Others
Detail of the Property	
Village	Bandra (F)
C.T.S No	CTS No. F/375, Final Plot NO.
Area	409.70 Sq.mtrs
Zone 2022-23	25/155 Village – Bandra (F)
Rate per sq.mtr	
Land Rate	Rs. 1,80,590/-
Flat Rate	Rs. 3,26,810/-
Const. Cost	Rs. 30,250/-
Completion period	36 Months + 12 Months Grace Period
D.P Remark	Ch.E./DP34202203111380603 H/W/2022/111380608 Dated – 11/03/2022

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST. BANDRA

अभिनिर्णयाकरिता सादर केलेला दस्त हा Development Agreement या प्रकाराचा असून दस्तात नमूद केल्यानुसार मिळकतीचे जमिनमालक (Owners) , Tenant व विकासकास (Developer) यांच्यासोबत सदरच्या दस्तान्वये विकसन हक्क प्रदान करित आहे. सादर केलेल्या दस्तात Schedule मध्ये नमूद केल्याप्रमाणे मालमत्तेचे क्षेत्र 409.70 चौ. मी. नमूद आहे. सदरचा दस्त हा 3 मालक व 1 भाडेकरु आणि विकासक या तीन पक्षकार यांचे मध्ये झालेला आहे.

प्रस्तुत विकसन करारनाम्यानुसार 3 मालक व 1 भाडेकरु असे एकूण 4 यांच्या ताब्यातील Annexure - D मध्ये नमूद केल्याप्रमाणे एकत्रीत मूळ क्षेत्र 2300 चौ.फूट कारपेट म्हणजेच 256.51 चौ.मी. बिल्टअप असून या क्षेत्राच्या बदल्यात विकासक मालक व भाडेकरु मूळ कारपेट क्षेत्रावर नविन इमारती मध्ये इतके क्षेत्र 5302.00 चौ.फूट कारपेट म्हणजेच 542.03 चौ.मी. बिल्टअप क्षेत्र नविन इमारतीत देणार आहे. प्रकरणात मूळ सोसायटी रहिवासी सभासदांना त्यांचे ताब्यातील मूळ कारपेट

बदर-९
पुस्तक क्र. ९ | ९०७१ | ९ | ११०
२०२२

NOTARY
DIVYA M. SHAH
INDIA
Regd. No. 4245
GOVERNMENT OF INDIA

क्षेत्रावर वाढिव देण्यात येणारे क्षेत्र हे 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 (अ)(x) लागू होत नाही. सदर प्रकरणी 1 भाडेकरु यांना पुरावे सादर केल्याने सदर भाडेकरुंना पात्र करण्यात आले आहे. या शिवाय दस्तात नमूद केल्यानुसार Owners Compensation ,हार्डशिप, व पार्किंग इ. विकासक सोसायटी सभासद व मालकास देणार आहे. सदरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे. तसेच दस्तात पृष्ठ क्र.19,परीच्छेद क्रं.10.3.2 मध्ये नमूद नुसार विकासक Tenant ला रु.2,80,00,000/- देण्यात येत आहे. सदर मिळकतीस दस्तात नमूद केल्यानुसार व D.P Remark नुसार 18.15 मी. रुंदीचा विकास रस्ता उपलब्ध होत असल्याने सदर मिळकत क्षेत्रात Additional FSI 0.50 व Admisible TDR 0.90 असा एकुण 1.4 रोड विड्थ टि.डी.आर अनुज्ञेय होत आहे म्हणजेच सदर मिळकत क्षेत्रात 35 टक्के देय फंजिबल FSI सहीत 3.24 चटई निर्देशांक अनुज्ञेय होत आहे मार्गदर्शक सुचना क्रं.21 (ब)(x) नुसार फंजिबल प्रिमियम 0.50 टक्के विचारात घेण्यात येत आहे. तसेच दस्तातील पृष्ठ क्रं. 9 परीच्छेद क्रं.3.1 मध्ये नमूद नुसार 13267.00 चौ.फूट म्हणजेच 1356.29 चौ.मी इतका FSI नमूद आहे. त्यानुसार प्रकरणात प्रिमियम हिशोबित करण्यात येत आहे.

दस्तात नमूद केल्याप्रमाणे बांधून दयावयाचे क्षेत्र विचार करून दस्तात Schedule मध्ये नमूद केल्यानुसार मालमत्तेचे क्षेत्र 409.70 चौ. मी. क्षेत्र विचारात घेऊन प्रकरणी मुल्यांकन सन 2022-23 चे बाजारमुल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

Development Agreement (Completion Period 36 Months + 12 Months Grace Period)					
ADJ- 922-2022	Land	Flat	Office	Shop	Const.Cost
2022-23	1,80,590	3,26,810		4,46,700	30,250
Zone : Bandra (F)	25/155				
Net Plot area	409.70	sq.mtrs			
		Existing Carpet Area in Sq. ft	Total Built up Area in Sq. mtr		
Existing area Of Owners (Page No.3)	3	2300.00	256.51		
Existing area Of Tenants (Page No.3)	2	1800.00	200.74		
		500.00	55.76		
		New Carpet Area in Sq. ft	Total New Buildup Area in Sq. mtr		
Additional area (As per Annexure D)		5302.00	542.03		
Additional Tenants area (As per Annexure D)		3900.00	398.70		
		1402.00	143.33		
Permissible Area	409.70	X	3.24	=	1327.43
As per Document				=	1356.29
Permissible / Potential Type of FSI	Area in Sq.mtr.	X Land Rate	X Multification		28.86 = Total Value of Rs
Existing Basic 1	409.70	1,80,590			7,39,87,723

OFFICE OF THE SUB-REGISTRAR ANDHERI NO. 4
कार्यालय निबंधक, अंधेरी क्र. ४
MUMBAI SUBURBAN DIST. BANDRA
बंदर-९
पुस्तक क्र. १ | २०२१ | १० | १५०
२०२२

NOTARY
DIVYA M. SHAH
INDIA
Regd. No. 4245
GOVERNMENT OF INDIA

Additional FSI (409.70 x 0.50)	204.85	1,80,590	0.50		1,84,96,931
Additioanl TDR (1356.29 - 1327.43 = 28.86	28.86	1,80,590	0.70		36,48,279
Admissible TDR (409.70 x 0.90)	368.73	1,80,590	0.70		4,66,12,265
Fungible FSI (409.70 + 204.85 + 368.73 = 983.28 sq.mtrs) (983.28 x 0.35 = 315.47 sq.mtrs.)					
983.28	344.15				
Free Fungible (on existing area) (312.27 x 0.35 = 109.29)	89.78	1,80,590	1.00		1,62,12,820
Charging Premium (315.47 - 109.29 = 206.18)	254.37	1,80,590	0.50		2,29,68,434
Total	1,356.29				18,19,26,452
Average Rate	Total Value/total area		134135.56		
Market Value I	Balance Area * Average Rate				
(Balance Area = Total permissible area - New area given to Society members)					
1,356.29 -	542.03	=	814.26	sq.mtrs	
	Balance Area * Average Rate				
	814.26	134135.56			10,92,21,487
Additional Purchase Area by the Tenant(page No19,para No.10.3.2) 560 Sq.ft Rera Carpet i.e.56.22 Sq.mtrs (56.22 x 446700 = Rs.2,51,13,474/- i.e.Rs.2,51,14,000/- B) Additioanl Purchase Value = Rs.2,80,00,000/-					2,80,00,000
					13,72,21,487
Value of Developers area is Market Value is i.e. Rs					**13,72,22,000**

Consideration					Amount in Rs.
1.New area given to Owner & Tenant members	542.03	30250	1.05		17216102
3. Owner's Consideration (page NO.12,para No.7.7.1)					33900000
5. Hardship Compensation For Tenant (page No.22,para No.1.7©)					6500000
5. GYM	1356.29	30250	0.02		820555
6. Car Parking (page No.17,para No.9.9.1)	13.75	30250	6	0.25	6,23,906
7. Common Facilities(Society office,toilet, W.cabin) (22.30+3+4.64=29.95)	29.95	30250			9,05,988
8. Development charges (2%)	542.03	1,80,590	0.02		19,57,690
9.Infrastructure charges	542.03	5000			27,10,130
		Consideration		**Total**	**6,46,34,370**
STAMP DUTY PAYABLE ON AGT VALUE OR MARKET VALUE WHICHEVER IS HIGHER				**i.e.Rs.**	**6,46,35,000**

	Amount	Article		Stamp Duty Amount
Market Value	**13,72,22,000**	दर	5(ख) @ 5%	**68,61,100**

पुस्तक क्र. १ | २८५१ | ११ | ५५०

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A) 4 Flat As A Security Premises (page No. 48,para No.28.a) 2259 Sq.ft.i.e 230.93 Sq.Mtrs) (230.93 x 326810 = Rs.7,54,70,234/- B) 4 Car parking = 13.75 x 326810 x 4 x 0.25 = Rs.44,93,638/- Total Amount = Rs7,99,63,872/- i.e.Rs.7,99,64,000/-	7,99,64,000	54(ii) @ .3% or Max 20 lac	2,39,892
		Total Stamp Duty Payable	71,00,992

वरील प्रमाणे दस्तातील मिळकतीचे मोबदला रक्कम रू. 6,46,35,000/- हे बाजारमुल्य रू. 13,72,22,000/- पेक्षा कमी असल्याने जास्तीच्या बाजारमुल्य रू. 13,72,22,000/- वर मुद्रांक शुल्काचा वसुल करण्यात आले आहे.

बाजारमुल्य (रु.)	अनुच्छेद	देय मु.शु (रु.)
13,72,22,000/-	5(g-a)(5%)	68,61,100/-
A) 4 Flat As A Security Premises (page No. 48,para No.28.a) 2259 Sq.ft.i.e 230.93 Sq.Mtrs) (230.93 x 326810 = Rs.7,54,70,234/- B) 4 Car parking = 13.75 x 326810 x 4 x 0.25 = Rs.44,93,638/- Total Amount = Rs7,99,63,872/- i.e.Rs.7,99,64,000/-	54(ii) @ .3%	2,39,892/-
एकूण		71,00,992/-

अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 मधील अनुच्छेद 5 (g-a)(5%) नुसार मुद्रांक शुल्क रु. 71,00,992/- देय असल्याबाबत जा.क्र.अभि/आदेश/9100/2022 दिनांक. 23/12/2022 अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपविना पक्षकार यांनी केला असल्याने दिनांक. 27/12/2022 रोजी विरुपित केलेल्या चलन क्र. MH012719989202223M वरुन दिसून येत असल्याने दिनांक. 23/12/2022 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 शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही हयाबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहील त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, अंधेरी हे जबाबदार राहणार नाहीत.
3. एकुण पाने 1 ते 97 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.

पुस्तक क्र. १ ९८०५१ ९२ ९५०

(डॉ. जयश्री कटारे)
मुद्रांक जिल्हाधिकारी, अंधेरी.

प्रति	Eken Constructions
पत्ता	602, Eken Heights Corner Of 21st and 33rd Road Bandra (West) Mumbai – 400050.
प्रत	सह दुय्यम निबंधक अंधेरी कार्यालय क्र.1/2/3/4/5/6/7

NOTARY
DIVYA M. SHAH
INDIA
Regd. No. 4245
GOVERNMENT OF INDIA

CHALLAN
MTR Form Number-6

GRN	MH012719989202223M	BARCODE		Date	26/12/2022-12:22:23	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	EKEN CONSTRUCTIONS		
Location	MUMBAI						
Year	2022-2023 One Time			Flat/Block No.	CTS NO F/375 VILLAGE BANDRA F		
	Account Head Details	Amount In Rs.		Premises/Building			
0[illegible]050801	Amount of Tax	7100992.00		Road/Street	FINAL PLOT NO 179		
				Area/Locality	BANDRA WEST MUMBAI		
				Town/City/District			
				PIN		4 0 0 0 5 0	
				Remarks (If Any)	ADJ/1100900/922/2022		
				Amount In Words	Seventy One Lakh Ninety Two Thousand Nine Hundred Ninety Two Rupees Only		
Total		71,00,992.00					
Payment Details	PUNJAB NATIONAL BANK			FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	03006172022122600410	261222M893140
Cheque/DD No.				Bank Date	RBI Date	26/12/2022-13:27:31	Not Verified with RBI
Name of Bank				Bank-Branch		PUNJAB NATIONAL BANK	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST. BANDRA

DEFACED ₹7100992.00 DEFACED

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
Mobile No. : 0000000000
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1		0006335689202223	27/12/2022-13:20:00	IGR240	7100992.00
			Total Defacement Amount		71,00,992.00

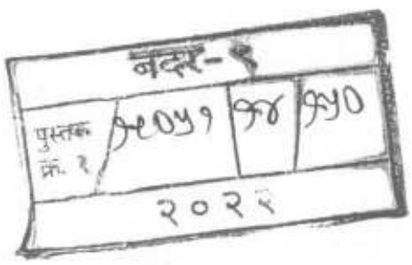
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Print Date 27-12-2022 01:20:03


NOTARY
DIVYA M. SHAH
INDIA
Regd. No. 4245
GOVERNMENT OF INDIA


THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3
MUMBAI SUBURBAN DIST. BANDRA




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Area - 409.70 Sq mtrs.

एकूण पृष्ठे १ ते 47 MV RS - 13722

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

Office of the
Collector of Stamps
Case No. Adj/1100900/922/2022
Date 30/11/2022

1220

NOTARY DIVYA M. SHAH INDIA Regd. No. 4245 GOVERNMENT OF INDIA

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST. BANDRA

Received from Shri. Eken Constructions.
residing at .....
stamp duty of Rs. 71,00,992/-
...Seventy one Lakh Nine Hundred Ninety Two only.
vide challan No. ... Dated ...
Certified under Section 32(1)(b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 71,00,992/- Seventy one Lakh Nine Hundred Ninety Two only.
with which the instrument is chargeable has been paid vide article No. 5.(g-a) S.1. of schedule 5A(ii)

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

Place Andheri
Date 27 DEC 2022

Collector of Stamps
Andheri

GRN-MH012719989202223M
Def-0008335689202223
Date- 27/12/2022

दु.नि.अंधेरी यांचेकडून प्राप्त झालेला जा.क्र. 9156 दि. 27/12/2022 रोजीच्या पत्रासोबत प्राप्त झालेल्या दस्ताशी खातरजमा करण्यात आली असून ते बरोबर असल्याचे आढळून आले आहे. मु.श.1069/2022 दि. 30/12/2022

सह दुय्यम निबंधक, अंधेरी (३)

COLLECTOR OF STAMPS ANDHERI

"This certificate is issued as per provisions of Bombay Stamp Act 1958. Provided that if this instrument is presented before ... authority will ... per provis... Act 1958."

सूची - २
पुस्तक क्र. १ | १०७१ | ५५ | ५१०
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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("***this Agreement***") is made and entered into at Mumbai, on this [30th] day of DECEMBER in the Christian Year Two Thousand and Twenty-Two (2022):

BETWEEN

(1) EUGENE M. PEREIRA adult of Mumbai Indian Inhabitant residing at Flat no.1, Ground floor, Plot no. 179, Waterfield Road, TPS III, Bandra (W), Mumbai - 400050, hereinafter referred to as "**THE FIRST OWNER**" , **(2) CHRISTOPHER S. PEREIRA** adult of Mumbai Indian Inhabitant residing at Flat no. 2, First floor, Plot no. 179, Waterfield Road, TPS III, Bandra (W), Mumbai - 400050, hereinafter referred to as

(2)

"**THE SECOND OWNER**" and **(3) VIRENDRA J. PEREIRA** adult of Mumbai Indian Inhabitant residing at Flat no.31, Third floor, Crescent CHS, Plot no. 164, Convent Road, Bandra (W), Mumbai - 400050, hereinafter referred to as "**THE THIRD OWNER**". The First Owner, the Second Owner and the Third Owner are hereinafter unless individually referred to are collectively referred to as the said **"OWNERS"**; (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, and assigns) of the **FIRST PART.**

AND

EKEN CONSTRUCTIONS a Partnership firm registered under the Indian Partnership Act, 1932 having its registered office at 602, Eken Heights corner of 21st and 33rd Road Bandra (West), Mumbai – 400 050 hereinafter referred to as the "**DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include the said firm, its present partners, its partners from time to time and their survivors and the heirs, executors, administrators and assigns of the last surviving partner) of the **SECOND PART**;

AND

(1) **PRADEEP HIMMATLAL CHOKSI**, (hereinafter referred to as **THE TENANT**) AND (2) **KASHIISH PRADIP CHOKSI** (hereinafter referred to as **NEW CO-TENANT**), both adults of Mumbai, Indian Inhabitants residing at B-2501, Lodha Fiorenza, Next to Hub Mall, Goregaon (East), Mumbai-400063 hereinafter referred to jointly as the "**TENANTS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the **THIRD PART**.

The Owners, the Developer and the Tenants are hereinafter severally referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS:

4. The Owners are seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land being immovable property being Plot bearing No 179, admeasuring 409.70 sq. mtrs or thereabouts, bearing CTS No F/375, of Village Bandra,

Taluka Andheri, Mumbai Suburban District, situate lying being at Waterfield Road, TPS III, Bandra, Mumbai 400 050 (hereinafter referred to as **'the said Plot),** together with a structure standing thereon comprising of Ground plus one upper floor containing of 03 nos. of residential Flats admeasuring approximately 1800 square feet carpet area and 02 (two) commercial shops admeasuring in aggregate 500 square feet carpet area, out of which two residential flats are on the first floor and one residential flat and the 02 shops are on the ground floor and additional ancillary structures being a water pump room and iron water tank (hereinafter collectively referred to as **'the said Existing Building'**). The said Plot and the said Existing Building are herein after collectively referred to as '**the said Property**' which is more particularly described in the Schedule here under written and is shown as marked in Red colour boundary lines on the plan annexed hereto and marked as ***Annexure 'A'***

B. The Owners became entitled to the said Property in the following manner:

(i) By an Indenture dated 15th May, 1943 executed by and between Louisa Antonia Gomes, Joseph Francis Gomes and Philipin J. Misquitta being the executors of the last Will and Testament of Michael Francis Gomes (being the Vendor therein), Lazarus Pereira (being the Confirming Party therein) and one Newman Ferreira (being the Purchaser therein) (**said Newman**), and duly registered with the Office of Sub-registrar of Assurances at Bandra under registration No. BND 698 of 1943, Newman Ferreira purchased the said Plot.

(ii) By a Deed of Gift dated 22nd June,1959 executed by and between the said Newman (being the Donor therein) and his daughter one Theresa Mary Pereira (being the Donee therein) (**said Theresa**) and duly registered with the Office of Sub-Registrar of Assurances at Bandra bearing registration No. BND 1116 of 1959, the said Newman gifted the said Plot to his daughter viz., the said Theresa absolutely and forever.

(iii) The said Theresa constructed the said Existing Structure in the year 1961-62.

NOTARY DIVYA M. SHAH INDIA Regd. No. 4245 GOVERNMENT OF INDIA

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST. BANDRA

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(4)

(iv) The said Theresa, died on 18th September, 2015, leaving behind the following persons as her heirs and legal representatives viz., Nirmala F. D'Souza (married daughter), Shalini C. Bijliwala (married daughter), Eugene M. Pereira (Son) (The First Owner Herein), Christopher S. Pereira (Son) (The Second Owner herein), Virendra J. Pereira (Son) (The Third Owner herein).

C. The said Theresa left behind a Will dated 20th December,2007 (hereinafter referred to as **'the said Will'**) whereby the said Theresa bequeathed the said Property to her three sons viz. Eugene M. Pereira, Christopher S. Pereira and Virendra J. Pereira being the said Owners herein, in equal shares.

D. Nirmala F. D'Souza and Shalini C. Bijliwala being the two daughters of the said Theresa have confirmed that they have accepted the said Will and are not claiming any right, title and interest of any nature whatsoever in and over the said Property or any part or portion thereof and that they have no objection to the said Owners entering into this Development Agreement with the Developer.

NOTARY DIVYA M. SHAH INDIA Regd. No. 4245 GOVERNMENT OF INDIA

E. By a Transfer Deed dated 1st September, 2018 executed by and between Beverly R. M. Pereira, Waveney M. Pereira and Gret[illegible] Pereira (as the Executrices under the said Will) and the said Owners herein (as beneficiaries to the said Will) and duly registered with the Office of Sub-registrar of Assurances Andheri – 4 at Mumbai under serial no 4639/BDR-15 dated 1st September 2018, the Executrices' have formally transferred the said property to the Owners, as per the said Will. Accordingly, pursuant to the application made by the Owners, the Property Card in respect of Plot bearing no. CTS F/375 stands mutated to show the names of the said Owners herein.

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST. BANDRA

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F. In the circumstances aforesaid, the First, Second and the Third Owner herein are the absolute Co-Owners of the said Property as tenants in common having equal shares therein.

G. The said Theresa had during her lifetime entered into two separate Agreements both dated 3rd January,1987 under which she created

tenancies in favour of Pradeep H. Choksi (the said Tenant) and Hasmukh T. Sagar in respect of the two shop premises on the ground floor of the said Existing Building being shop Nos. 1 and 2 admeasuring 260 & 240 sq. ft carpet area, respectively (hereinafter collectively referred to as the **'said Tenanted Premises'**). Some disputes and differences arose between the two tenants and a Suit bearing no. 1342 of 2007 **(said Suit)** came to be filed by the Tenant against Hasmukh T. Sagar in the Bombay City Civil Court at Fort. The parties to the said Suit settled their disputes and the said Suit is disposed of by an order dated 11th April 2007 passed in terms of the Consent Terms dated 11th April, 2007 **(said Consent Decree)**. Under the said Consent Decree, Hasmukh T. Sagar agreed, declared and confirmed that he has no right in shop no. 2 and that the said Tenant alone had taken the tenancy right of shop no. 2 and Hasmukh T. Sagar further confirmed the transfer of tenancy rights of Shop no. 2 in the name of Tenant and further confirmed that the Tenant is alone entitled to the Tenancy Rights in both the shops being Shop no. 1 & 2 on the ground floor of the said Existing Building. Consequent thereto, Pradeep H. Choksi claims to be the only tenant in respect of shop nos. 1 and 2 on the ground floor of the said Existing Building.

H. The said Existing Building is in a dilapidated condition and requires extensive repairs and renovations, which are uneconomical. The Owners are therefore desirous of redeveloping the said Plot by demolishing the Existing Building and constructing on the said Plot a new multistoried building.

I. Accordingly, with a view to redevelop the said Property by demolishing the said Existing Building, the Owners decided to appoint a Developer, possessing the requisite experience, infrastructure, expertise and financial capacity to re-develop the said Property by construction of a new multistoried building in place of the said Existing Building on the said Plot (hereinafter referred to as "**the Proposed New Building**").

J. The Owners are at present occupying the entire said existing Building except the said Tenanted premises which is occupied by the said Tenants. The Owners are desirous of being re-accommodated in

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पुस्तक ९ ९०५१ ९९ ९५०