RE-DEVELOPMEMT AGREEMENT OF BORIVALI SHANTI KRUPA CHSL

388/6255 पावती Original/Duplicate

Wednesday,April 12 ,2023 नोंदणी क्रं. :39म

1:32 PM Regn.:39M

पावती क्रं.: 6672 दिनांक: 12/04/2023

गावाचे नाव: एक्सर

दस्तऐवजाचा अनुक्रमांक: बरल-5-6255-2023

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: मेसर्स नमो ग्रीन व्हेंचर्स एलएलपी चे भागीदार भाविक दिलीप मेहता

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 4000.00
पृष्ठांची संख्या: 200	
एकूण:	रु. 34000.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
1:45 PM ह्या वेळेस मिळेल.

सह दु.नि.का-बोरीवली5

बाजार मुल्य: रु.68387000 /-

मोबदला रु.67877000/-

भरलेले मुद्रांक शुल्क : रु. 3419350/-

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1204202301667 दिनांक: 12/04/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1204202301600 दिनांक: 12/04/2023
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000479233202324E दिनांक: 12/04/2023
बँकेचे नाव व पत्ता:

BMehta

P1A बाकी

CHALLAN
MTR Form Number-6

GRN	MH000479233202324E	BARCODE		Date	12/04/2023-09:34:40	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	NAMO SHREEN VENTURES LLP
Location	MUMBAI		
Year	2023-2024 One Time	Flat/Block No.	CTS NO 1499A
		Premises/Building	
Account Head Details	Amount In Rs.	Road/Street	VILLAGE EKSAR
0030063301 Amount of Tax	30000.00	Area/Locality	TALUKA BORIVALI
		Town/City/District	
		PIN	4 0 0 1 0 3
		Remarks (If Any)	SecondPartyName=BORIVALI SHANTI KRUPA CHS LTD~
Total	30,000.00	Amount In Words	Thirty Thousand Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572023041257474	CKW6278151
Cheque/DD No.		Bank Date	RBI Date	12/04/2023-09:24:37	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 केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

THE SEAL OF THE SUB REGISTRAR BORIVALI-5 MUMBAI SUBURBAN DIST. (MANDATORY)

बरल - ५

४५५ | १ | २००

२०२३

Print Date 12-04-2023 09:37:09





CHALLAN
MTR Form Number-6

GRN	MH000479233202324E	BARCODE		Date	12/04/2023-09:34:40	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**	NAMO SHREEN VENTURES LLP
Location	MUMBAI		
Year	2023-2024 One Time	**Flat/Block No.**	CTS NO 1499A
Account Head Details	**Amount In Rs.**	**Premises/Building**	
0030063301 Amount of Tax	30000.00	**Road/Street**	VILLAGE EKSAR
		Area/Locality	TALUKA BORIVALI
		Town/City/District	
		PIN	4 0 0 1 0 3
		Remarks (If Any)	
		SecondPartyName=BORIVALI SHANTI KRUPA CHS LTD~	
Total	30,000.00	**Amount In Words**	Thirty Thousand Rupees Only

DEFACED ₹30000.00 DEFACED

Payment Details	STATE BANK OF INDIA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	00040572023041257474	CKW6278151
Cheque/DD No.		Bank Date	RBI Date	12/04/2023-09:24:37	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 केवल दुय्यम निबंधक कार्यालयात दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

THE SEAL OF THE SUB-REGISTRAR BORIVALI-5 MUMBAI SUBURBAN (EAST)

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(S)-388-6255	00004520232023202324	12/04/2023-13:32:18	IGR194	30000.00
			Total Defacement Amount		**30,000.00**

बरल - ५
E244 2 १७
२०२३

Print Date 12-04-2023 01:33:26



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

Receipt of Document Handling Charges

PRN	1204202301600	Receipt Date	12/04/2023

Received from DHC, Mobile number 9800000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 6255 dated 12/04/2023 at the Sub Registrar office Joint S.R. Borivali 5 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	12/04/2023
Bank CIN	10004152023041201483	REF No.	CHM2722699
Deface No	1204202301600D	Deface Date	12/04/2023

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

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

बरल - ५		
६२५५	3	२००
२०२३		



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

Receipt of Document Handling Charges

PRN	1204202301667	Receipt Date	12/04/2023

Received from DHC, Mobile number 9300000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 6255 dated 12/04/2023 at the Sub Registrar office Joint S.R. Borivali 5 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	12/04/2023
Bank CIN	10004152023041201554	REF No.	CHM2723691
Deface No	1204202301667D	Deface Date	12/04/2023

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

THE SEAL OF THE SUB REGISTRAR BORIVALI 5
MUMBAI SUBURBAN DIST. (BANDRA)

बरल - ५
६२५५ | ४ | २००
२०२३



मुद्रांक जिल्हाधिकारी, बोरीवली तालुका, यांचे कार्यालय

एम. एम. आर. डी. ए. इमारत, पहिला मजला,

बांद्रा-कुर्ला संकुल, बांद्रा (पुर्व), मुंबई - 400051.

जा.क्र./आदेश/ 1963/2023 दिनांक - 31 MAR 2023

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/IGR242/231/2023 अन्वये पक्षकार M/s. Namo Shreen Ventures LLP यांनी दिनांक 15/03/2023 रोजी Re-Development Agreement चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे.

Particulars	Description
Date of Execution	Unexecuted
Type of Document	Re-development Agreement
The Society	Borivali Shanti Krupa Co-Operative Housing Society Ltd. [illegible]
The Members	Mr. Mariamma Jacob & Others
The Developers	M/s. NAmo Shreen Ventures LLP
Society Registration No.	BOM/(W-R)/HSG/(TC)/5806 of 22/07/19[illegible]
Detail of the Property	
Village	Eksar
C.T.S No	CTS No. 1499A
Plot Area	850.20 sq.mtrs
Total Members	27 Residential Members
Zone 2022-23	87/394 Village – Eksar
Rate per sq.mtr	
Land Rate	Rs. 70,730/-
Flat Rate	Rs. 1,59,700/-
Const. Cost	Rs. 30,250/-
Completion Period	24 Months + 6 Months Grace Period
DP Remark	ChE./DP34202302111446060/R/N/2023/111446068 Dated – 16/02/2023

THE SEAL OF THE SUB-REGISTRAR BORIVALI-5 MULGAON SUBURBAN DIST. MUMBAI

बरल - ५

E244 | 4 | २०२३

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 850.20 चौ.मी. आहे. सदरचा दस्त हा सोसायटी, सोसायटी सभासद व विकासक या तीन पक्षकार यांचे मध्ये निष्पादित होत आहे. मालमत्तापत्रिकेवर सोसायटीचे नाव दिसून येत नाही.

सदर दस्ताचे अवलोकन केले असता, असे दिसुन येते की, सोसायटीच्या इमारतीमध्ये सभासद असलेली "Borivali Shanti Krupa CHSL" नावाची इमारत मोडकळीस आल्याने तसेच सदर मिळकतीमधील एकूण 27 सदनिका सभासद व सोसायटीने विकासकाबरोबर इमारतीच्या पुर्नबांधणीच्या

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

प्रस्तुत विकसन करारनाम्यानुसार एकूण 27 सदनिका सभासदांच्या ताब्यातील नमूद केल्याप्रमाणे मूळ क्षेत्र 10858.54 चौ.फूट कारपेट म्हणजेच 1210.99 चौ.मी. बिल्टअप असून या क्षेत्राच्या बदल्यात विकासक रहीवासी सभासदांना दस्तामध्ये नमूद केल्यानुसार 22% RERA वाढीव 13325.60 चौ.फूट कारपेट म्हणजेच 1362.28 चौ.मी. बिल्टअप देणार आहे. हे क्षेत्र मूळ क्षेत्रापेक्षा वाढीव 35% मर्यादेत असल्याने अंमलबजावणी सूचना क्र. 21(अ)(X) लागू होत नाही. या शिवाय दस्तात नमूद केल्यानुसार विकासक सोसायटी सभासदांना भाडे, Brokerage, Shifting Charges, Hardship Compensation व पार्किंग मोबदला म्हणून देत आहेत. सदरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे. दस्तातील पृष्ठ क्र. 14 वरील परिच्छेद क्र. gg मध्ये नमूद नुसार सदर प्रकल्प DCPR 2034 चे Rules 33(7)B अन्वये विकसीत होणार असून एकूण अनुज्ञेय FSI पैकी 15% of Existing Area किंवा 10 sq.mtrs per Unit यापैकी जे जास्त असेल ते Incentive FSI म्हणून DCPR 2034 चे Rule 33(7)(B) नुसार उपलब्ध होणार. विषयांकित मिळकतीस दस्तासोबत सादर केलेल्या DP Remark नुसार 13.40 मी. रुंदीचा विकास रस्ता उपलब्ध होत असल्याने सदर मिळकतीस Additional FSI 0.5 व Admissible TDR 0.70 असा एकूण TDR FSI 1.20 रोड विइथ टि.डी.आर अनुज्ञेय होत आहे. म्हणजेच सदर मिळकत क्षेत्रात 35 टक्के देय फंजिबल FSI सहित 2.97 इतका चटई निर्देशांक अनुज्ञेय होत आहे. सदर मिळकतीचा विकास RERA नियमानुसार होणार असल्याने बिल्टअप क्षेत्र अंमलबजावणी सूचना क्र. 5 नुसार घेणेत येत आहे.

वरील बाबींचा विचार करून दस्तात Schedule मध्ये नमूद केल्यानुसार मालमत्तेचे क्षेत्र 850.20 चौ.मी. क्षेत्र विचारात घेऊन प्रकरणी मुल्यांकन सन 2022-23 चे बाजारमुल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

Development Agreement (Completion Period 24 Months + 6 Months Grace Period)					
ADJ/IGR242/231/2023	Land	Flat	Office	Shop	Construction Cost
2022-23	70,730	1,59,700			30250
Zone : Eksar	87/394				
Plot area	850.20	sq.mtrs			
		Existing Carpet Area in Sq. ft	Total Built up Area Sq. mtr		
Existing area		10858.54	1210.99		
Society Members	27				
		New Carpet Area in Sq. ft	Total New Buildup Area in Sq. mtr		
22% RERA Additional New Area (Page No. 21, Para No. 4.3)		13325.60	1362.28		
Permissible Area	850.20	x	2.97	=	2525.09

Permissible / Potential Type of FSI	Area in Sq.mtr.	X Land Rate	X Multification		= Total Value of Rs
Existing Basic 1	850.20	70,730			6,01,34,646
Additional FSI (850.20 x 0.50)	425.10	70,730	0.50		1,50,33,662
Incentive FSI As per 33(7)(B) of DCPR 2034 (27 x 10 = 270.00) (1210.99 x 0.15 = 181.65)	270.00	70,730			1,90,97,100
Admissible TDR (850.20 x 0.70 = 595.14) (595.14 - 270.00 = 325.14)	325.14	70,730	0.70		1,60,98,007
Fungible FSI (850.20 + 425.10 + 270.00 + 325.14 = 1870.44 sq.mtr.) (1870.44 x 0.35 = 654.65 sq.mtrs.)					
1,870.44	654.65				
Free Fungible (on existing area) (1210.99 x 0.35)	423.85	70,730	1.00		2,99,78,653
Charging Premium (654.65 - 423.85 = 230.81)	230.81	70,730	0.50		81,62,512
Total	2,525.09				14,85,04,579
Average Rate	Total Value/total area		58811.51		
Market Value 1	Balance Area * Average Rate				
(Balance Area = Total permissible area - New area given to Society members)					
2,525.09 -	1362.28	=	1,162.81	sq.mtrs	
	Balance Area * Average Rate				
	1,162.81	58811.51			6,83,86,693
	Value of Developers area is Market Value is i.e. Rs				6,83,87,000
Market Value					
Consideration					Amount in Rs.
1. New area given to Society	1362.28	30250	1.05		4,32,69,499
2. Rent (Page No. 23, Para No. 5)					
For 24 Months	10858.54	60.00	24		1,56,36,298
3. Brokerage (Page No. 24, Para No. 5.7)					
For First Term	10858.54	60	1		6,51,512
4. Refundable Security Deposit (Page No. 23, Para No. 5)	100000.00	27			27,00,000
5. Shifting Charges (Page No. 24, Para No. 5.9)	20000.00	27			5,40,000
6. Car Parking (Page No. 25, Para No. 5.11)	13.75	30,250	18		22,46,063
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%)	1362.28	70,730	0.02		19,27,085
				Total	6,78,76,444
			Consideration	i.e.Rs.	6,78,77,000

वरील प्रमाणे दस्तातील मिळकतीचे मोबदलामुल्य रक्कम रु. 6,78,77,000/- हे बाजारमुल्य रक्कम रु. 6,83,87,000/- पेक्षा कमी असल्याने जास्तीचा बाजारमुल्य रक्कम रु. 6,83,87,000/- वर मुद्रांक शुल्क वसूल करण्यात आले आहे.

बाजारमुल्य	अनुच्छेद	देय मु.शु.
रु. 6,83,87,000/-	5(g-a)(5%)	रु. 34,19,350/-

आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 मधील अनुच्छेद 5(g-a)(5%) नुसार मुद्रांक शुल्क रु. 34,19,350/- देय असल्याबाबत जा.क्र.नोटीस/1840/2023 दिनांक. 28/03/2023 अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपविना पक्षकार यांनी केला असल्याने दिनांक. 29/03/2023 रोजी विरुपित केलेल्या चलना क्र. MH017720745202223P वरुन दिसून येत असल्याने दिनांक. 28/03/2023 रोजीची नोटीस ही आदेश म्हणून कायम करण्यात येत आहे.
2. प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडेजमा 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, बोरीवली हे जबाबदार राहणार नाहीत.
3. एकुण पाने 1 ते 112 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.

(वैशाली चव्हाण)
मुद्रांक जिल्हाधिकारी, बोरीवली.

प्रति	M/s. Namo Shreen Ventures LLP
पत्ता	1A & 2, panchavati, Near Anandvan Ashram, S.V. Road, Kandivali (West), Mumbai – 400 067.
प्रत	सह दुय्यम निबंधक बोरीवली कार्यालय क्र. 1/2/3/4/5/6/7/8/9

COLLECTOR OF STAMPS BORIVALI

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

बरत्न - ५		
६२५५	८	२००
२०२३		

CHALLAN

MTR Form Number-6

GRN	MH017720745202223P	BARCODE		Date	28/03/2023-18:36:14	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)	AAUFN6413E		
Office Name	CS8_COLLECTOR OF STAMPS BORIVALI			Full Name	NAMO SHREEN VENTURES LLP		
Location	MUMBAI						
Year	2022-2023 One Time			Flat/Block No.	CTS 1499A		
Account Head Details		Amount In Rs.		Premises/Building			
0030050601	Amount of Tax	3419350.00		Road/Street	VILLAGE EKSAR		
				Area/Locality	BORIVALI WEST MUMBAI		
				Town/City/District			
				PIN	4	0	0	1	0	3
				Remarks (If Any)	ADJ/IGR242/231/2023		
Total		34,19,350.00		Amount In Words	Thirty Four Lakh Nineteen Thousand Three Hundred F ifty Rupees Only		
Payment Details	SBIEPAY PAYMENT GATEWAY			FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	10000502023032813168	6756358430826
Cheque/DD No.				Bank Date	RBI Date	28/03/2023-18:36:38	Not Verified with RBI
Name of Bank				Bank-Branch		SBIEPAY PAYMENT GATEWAY	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

DEFACED ₹3419350.00 DEFACED

THE SEAL OF THE SUB REGISTRAR BORIVALI-5 MUMBAI SUBURBAN DIST.

बरल - ५ ६२५५ ₹ २००

Department ID :

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

Mobile No. : 9821150222

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Defaced By Me

Nishant Shinde

Supervisor

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	User Id	Defacement Amount
1		0008715080202223	29/03/2023-11:33:19	IGR242	3419350.00
				Total Defacement Amount	34,19,350.00

कोरा कागद

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

थरल - ५
E244 | 90 | 200
२०२३

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

Office of the Collector of Stamps
Case No. Adj 231/2023 mH01772074520232P
Date 15/03/2023

Received from Shri. Mamo Shree ventures LLP residing at ..... the sum of Rs. (34,19,250/-) Thirty four Lakhs nineteen thousands three hundred fifty only as stamp duty

Vide challan No. ..... dated 15/03/23

Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 34,19,250/- (Thirty four Lakhs nineteen thousands three hundred fifty only) with which this instrument is chargeable has been paid by Schedule.

This certificate is subject to the provisions of Section 41 of the said Act.

Place Borivali
Date 3 MAR 2023
Collector of Stamps Borivali

RE-DEVELOPMENT AGREEMENT

THIS **RE-DEVELOPMENT AGREEMENT** is made and executed at Mumbai this 30th day of March 2023;

BETWEEN

BORIVALI SHANTI KRUPA CO-OPERATIVE HOUSING SOCIETY LTD., a Society duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM./(W.R.)/H.S.G./(T.C.)/5806 of 22nd July 1991 having its registered address at C.T.S. No. 1499/A, Village Eksar, Shanti Ashram, Borivali (West), Mumbai–400103, through the hands of its Hon. Chairman, Mr. Bharat J. Bhayani, Hon. Secretary, Mr. M. A. Jacob and Hon. Treasurer, Mr. Hemant Kumar N. Gohil (jointly by any two), authorized by the Society pursuant to the Resolution passed in Special General Body Meeting of the Society held on 12th February 2023 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 Members for the time being and from time to time and its successors and permitted assigns), a copy of the resolution passed in the Special General Body Meeting of the Society is hereto annexed and marked as **Annexure "A"** of the **FIRST PART;**

Area 850.20 Sq. mtr Built up / Carpet
M V - 6, 83,87,000 L

AND

27 MEMBERS of BORIVALI SHANTI KRUPA CO-OPERATIVE HOUSING SOCIETY LTD., as follows:

Sr. No.	Flat No.	Floor	Wing	Members Name
1)	A-1	Ground	A	Mrs. Mariamma Jacob

भरले - ५
E244 99 200
2023

प्रमाणपत्र मुद्रांक अधिनियम 1958 अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे. परंतु दस्त करून नोंदणी नोंदणी अधिका-यासमोर दाखल झाल्यास, नोंदणी अधिनियम 1908 च्या अधिनियमातील तरतुदीनुसार नोंदणी अधिकारी दस्त नोंदणी कार्यवाही करतील.

2)	A-2	Ground	A	Miss Manisha Ankush Gawande
3)	A-2A	Ground	A	Mr. Anil H Gupta HUF
4)	B-3	Ground	B	Mr. Pankaj Ramniklal Shah Mrs. Heena Pankaj Shah
5)	B-4	Ground	B	Mr. Jagannath Das Shenoy Mrs. Pratibha Jagannath Shenoy Mrs. Arti Gajanan Shanbhag
6)	B-5	Ground	B	Mrs. Asha Manohar Anchan Mr. Manohar Aithu Anchan
7)	B-6	Ground	B	Mr. Bhaskar Ramanna Shetty Mrs. Jyothi Bhaskar Shetty
8)	A-101	First	A	Mr. Bharat Jayantilal Bhayani
9)	A-102	First	A	Mr. Winston Joseph Menezes
10)	B-103	First	B	Mrs. Neerja Ganesh Subramaniam
11)	B-104	First	B	Mrs. Reena Bakulbhai Oza Mr. Bakul J. Oza
12)	B-105	First	B	Mrs. Usha Shekar Suvarna
13)	B-106	First	B	Mr. Chetan B. Shetty
14)	A-201	Second	A	Mrs. Madhubala Kanaiyalal Trivedi Miss Dipti K. Trivedi
15)	A-202	Second	A	Mr. Suresh S. Sahasrabudhe
16)	B-203	Second	B	Mr. Dharmen K. Sangani Mr. Chetan K. Sangani
17)	B-204	Second	B	Mrs. Sukanya Jaychandran Nair Mr. Jaychandran Parameswaran Nair
18)	B-205	Second	B	Mr. Barun Das
19)	B-206	Second	B	Mr. Manohar Aithu Anchan
20)	A-301	Third	A	Mr. Swapnil K. Trivedi Mrs. Madhubala Kanaiyalal Trivedi
21)	A-302	Third	A	Mrs. Pramila Nalinikant Khakhar Mrs. Bhairavi Deven Khakhar Mrs. Jayshree Dharmesh Soneta
22)	B-303	Third	B	Mr. Samir B. Parikh Mrs. Zankhana Samir Parikh
23)	B-304	Third	B	Mrs. Geeta Vrujlal Brahmbhatt Mr. Vrujlal Vrundavan Brahmbhatt

THE SUB-REGISTRAR BORIVALI 5
COLLECTOR BORI
दस्त - ५ 200 E2Y4 92 ₹6223

24)	B-305	Third	B	Mr. Mukesh Sitapchand Ghate
25)	B-306	Third	B	Mr. Hemantkumar Natwarlal Gohil
26)	A-401	Fourth	A	Mrs. Helen Silveira
27)	A-402	Fourth	A	Mr. Bimal Haribabu Padh Mr. Jinay Bimal Padh

all Adults, Indian Inhabitants and the Members of the Society having their addresses at the flats shown against their respective names in Shanti Krupa Co-operative Housing Society Ltd., Shanti Ashram, Borivali (West), Mumbai–400103, 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 their respective heirs, executors, administrators, executors and permitted assigns) of the **SECOND PART;**

£244	93	200
२०२३		

AND

M/S. NAMO SHREEN VENTURES LLP, a Limited Liability Partnership Firm, registered under the provisions of Limited Liability Partnership Act 2008, through its designated partner **MR. BHAVIK DILIP MEHTA** having its address at 1 A & 2, Panchavati, Near Anandvan Ashram, S. V. Road, Kandivali (west), Mumbai–400 067, hereinafter referred to as **"THE DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Partners or Partner for the time being of the LLP, the survivor or survivors of them and the heirs, executors and administrators of such last surviving Partner). A copy of the Resolution authorizing the designated Partner to execute and register this Re-Development Agreement and Power of Attorney is hereto annexed and marked as **Annexure "B"** of the **THIRD PART;**

WHEREAS: -

(a) During the life time one Mrs. Bernadette Menezes along with Mr. Milton Menezes was seized & possessed of or otherwise well & sufficiently entitled to the Property being plot of land admeasuring 1542.21 sq.mtrs (as per title deeds) bearing survey number 100, Hissa No. 4-B (New Hissa No. 4C) bearing original corresponding CTS No. 1499 (now 1499A, 1499B & 1499C) of Village Eksar, Taluka Borivali, lying, being and situate at Shanti ashram, Borivali (West), Mumbai 400103, hereinafter referred to as the "Said Property" within the jurisdiction of Registration Sub District and Suburban District of Mumbai.

By an Agreement dated 19/06/1982 made between the aforementioned Bernadette Menezes & Milton Menezes & one M/s. Shivam Builders, the said Bernadette Menezes & Milton Menezes agreed to sell the said Property to the M/s. Shivam Builders at the price & on the terms & conditions setout therein.

(c) The said Bernadette Menezes died intestate at Mumbai on or about 14/10/1982 leaving behind her husband Salvador Menezes, Four sons Milton Menezes, Winston Menezes, Wilson Menezes & Clifton Menezes & four daughters Chlorice D'souza, Lactitia Menezes Patrice Menezes and Prudence Menezes as her only legal heirs and representative in accordance with the Indian Secession Act by which she was governed at the time of her death.

(d) The said daughters Chlorice D'souza, Lactitia Menezes, Patrice Menezes and Prudence Menezes by a declaration & Deed of Disclaimer both dates 19/08/1986 have disclaimed all their rights, title & interest in the estate of late Bernadette Menezes.

(e) In the premises the said Salvador Menezes and four others (namely Milton Menezes, Winston Menezes, Wilson Menezes & Clifton Menezes) became entitled one half of late Bernadette Menezes in the said property.

(f) By an Agreement for Sale dated 05/09/1986 executed between the said Milton Menezes, Salvador Menezes and four others (namely Milton Menezes, Winston Menezes, Wilson Menezes & Clifton Menezes) agreed to sell to the M/s. Pragati Construction Corporation wherein M/s. Shivam Builders was a Confirming Party to the same herein the aforesaid Plot at the price and on the terms mentioned therein. In pursuance of the said agreement the said Milton Menezes, Salvador Menezes and the said four others have relieved and discharged the said M/s. Shivam Builders and the said M/s. Shivam Builders have nominated the M/s. Pragati Construction Corporation as the Developers of the said property.

(g) The Competent Authority (ULC) Greater Bombay by its order dated 05/06/1986 bearing No. C/ULC/6/(1)/SR-IV/214/2139 under Sec 8(4) of ULC Act, allowed to retain the said Property the same being within the ceiling limit under the said Act.

(h) Pursuant to the same, the said M/s. Pragati Construction Corporation entered into possession of the said property as a Licensee for construction of a building and to sell the Flats/Shops/Garages therein on ownership basis to the prospective buyers.

E244	94	200

(i) The said M/s. Pragati Construction Corporation commenced the development of the said plot of land by constructing a building known as Borivali Shanti Krupa Co-operative Housing Society Ltd. situated at Eksar village, Shanti Ashram, Borivali (West), Mumbai-400103, consisting of Flats/Shop/Garages and Parking spaces in

accordance with the plans and specifications approved and sanctioned by Municipal Corporation of Greater Bombay under no. CE/6668/BSII/AR under certain terms and conditions subject to the provisions of ULC Act 1976.

(j) The said M/s. Pragati Construction Corporation, sold all the Flats/Shops/offices premises/Garages to various Purchasers by diverse Agreements, for suitable consideration, under Maharashtra Ownership Flats Act, 1963 (MOFA) and the Purchasers were put in vacant and peaceful possession of their respective Flats/Shops/office premises/Garages by the said M/s. Pragati Construction Corporation, after receiving the agreed consideration.

The Purchasers of the Flats formed a Housing Society under the name of "Borivali Shanti Krupa Co-operative Housing Society Ltd." which was duly registered with the Registrar of Co-operative Housing Societies, bearing Registration Number BOM/WR/HSG/TC/5806/1991-92 Dated 22/07/1991 and its registered address at Eksar village Shanti Ashram, Borivali West, Mumbai - 400103, bearing CTS No. 1499-A, of Village Eksar, Taluka Borivali. A Copy of Registration Certificate is annexed hereto and marked as **Annexure "C";**

The building consists of two wings (viz. A and B) comprising of 27 flats having Ground plus Four Floors in Wing-A and Ground plus Three Floors in Wing-B. All the flat owners were admitted as the members of the said society and were issued shares of the said society. The Members are thus absolutely entitled to their respective Flats and are in exclusive use, occupation and possession of their respective flats in the Building. The total area occupied by the Members in the Building is 10858.54 sq. ft. carpet area. A list setting out the names of each of the present Members,

their respective Flat Nos., Carpet area of their respective Flats, the Floor No., Number of Shares held by each Member with distinctive nos. and the Share Certificate No., issued by the Society is annexed hereto and marked as **Annexure "D"**. The respective Flat owners of the said 27 Flats in the Society who have been admitted to the membership of the Society are hereinafter referred to as **"the Existing Members"**.

(m) The Land and the Building are hereinafter collectively referred to as **"the said Property"** and the same is more particularly described in the Schedule hereunder written;

(n) The said M/s. Pragati Construction Corporation, were required to convey the Property bearing Survey No. 100 Hissa No. 4-B (New Hissa No. 4-C) bearing Original corresponding CTS no. 1499 (New 1499-A, 1499-B & 1499-C) of Village Eksar, taluka Borivali admeasuring 850.20 Sq. Mtrs along with building in favour of the said society i.e. BORIVALI SHANTIKRUPA CHSL., hereinafter referred to as the "Said property" within four months of registration of the society as provided under section 11 of the Maharashtra Ownership Flats Act, 1963 read with Rule 9 of the Maharashtra Ownership Rules 1964 under which the builder has constructed and sold the Flats to the respective purchasers. However, despite of several repeated requests made to them by the Society, M/s. Pragati Construction Corporation failed to convey the said property in favour of the Society.

E244	90	200
₹ 5515		

(o) The Society, therefore, at its own costs charges and expenses filed an Application No. 10 of 2017 before the District Deputy Registrar, Co-operative Societies, Mumbai City (4) being the Competent Authority under section 5(A) of Maharashtra Ownership Flat Act, 1963 for obtaining order of Deemed Conveyance under Section 11

of Maharashtra Ownership Flats Act, 1963 and the Rules made thereunder in favour of the Society.

(p) After hearing the Society and after perusing all the documents provided by the Society to the Competent Authority, the Competent Authority by his Order dated 31st May 2017 bearing No. DDR-4/Mum/D.C./Borivali Shanti Krupa CHSL/1340/2017 allowed the application and granted Unilateral Deemed Conveyance in favour of the Society in respect of the said Property and directed the Society to register the Deemed Conveyance Deed as per the provisions of Registration Act, 1908.

2244	91	200
2023		

(q) By an Unilateral Deemed Conveyance Deed dated 25th June 2018 executed by and between Mr. Rajendra Veer, District Deputy Registrar, Co-operative Housing Societies, Mumbai City (4), Competent Authority under the provisions of Section 5(A) of Maharashtra Ownership Flats Act, 1963, for and on behalf of M/s. Pravin Construction Corporation, Mr. Daulatrai Kantilal Mehta, Mr. Natwerlal Mathuradas Lal, Mr. Jivandas Morarji Lal, Mr. Anantrai Kantilal Mehta, Milton Menezes, Wilson Menezes, Clifton Menezes, Chlorice D'souza, Patrice Menezes, Lactitia Menezes, Prudence Menezes, Winston Menezes, Milton Menezes, M/s. Shivam Builders, collectively referred to as the then defaulting Vendors/Landowners / Builders / Developers / Opponents, defaulting in conveying the said Property in favour of the Society, granted, conveyed and transferred and assured the said Property in favour of the Society for the consideration and on the terms and conditions more particularly set out therein. The Deed of Conveyance is registered with the Sub-Registrar of Assurances at Borivali-5, under serial No. BRL-6-7673-2018.

(r) The building is constructed in and around the year 1988. The building has become old and dilapidated and the same requires extensive repairs which would costs substantial expenditure.

(s) The Society, therefore, in a Special General Body Meeting of the Society held on 19th December 2021 decided to redevelop the said Property through a Builder/Developer who has a required expertise and technical knowhow to undertake the redevelopment of the said Property; The Society invited bids from various Developers/ Builders. Various Developers / Builders submitted their offers to the Society including the Confirming Party herein.

(t) The Developer M/s. Namo Realty & Infra LLP submitted its first Offer to the Society on 3rd March 2022 and thereafter, the revised offers were submitted from time to time by the Developers to the Society, the last being submitted on 9th May 2022, annexed hereto all the offer letters and marked as **Annexure "E"**;

(u) After comparing all the offers received from various Builders/Developers, the Members of the Society present in its Special General Body Meeting of the Society held on 29th May 2022 decided that the M/s. Namo Realty & Infra LLP is selected as the most preferred Developer out of all the Developers/Builders who submitted its Offer to the Society for the redevelopment of the said Property. Accordingly, in the Special General Body Meeting dated 29th May 2022, the members in majority gave their written consent in favour of M/s. Namo Realty & Infra LLP.

E244	9E	200
2023		

(v) By a Letter dated 31st October 2022, M/s. Namo Realty & Infra LLP requested the Society to carry out their Redevelopment in the name and style of M/s. Namo Shreen Ventures LLP (which is an Associated Firm of M/s. Namo Realty & Infra LLP), in order to

avoid certain statutory taxation issues, instead of M/s. Namo Realty & Infra LLP. The said issue was placed before the Members in Special General Meeting held on 13th November 2022, wherein the members present consented for the same and agreed to commence, carry out and complete the redevelopment project in the name and style of M/s. Namo Shreen Ventures LLP wherein all the terms and conditions, commitments and obligations as agreed by M/s. Namo Realty & Infra LLP shall be applicable and binding to M/s. Namo Shreen Ventures LLP. The extract of the relevant resolution is annexed hereto and marked as **Annexure "F"**.

(w) The Society in Special General Body Meeting of the Society held on 8th January 2023, in the presence of Shri. Sunil Narawade, Representative of Deputy Registrar, Co-operative Societies, R(North) Ward, Mumbai, 25 Members of the present therein unanimously selected and appointed M/s. Namo Shreen Ventures LLP for redevelopment of the said Property. Copy of the Resolutions passed in the Meeting therein are annexed hereto and marked as **Annexure "G";**

(x) The Registrar by its Letter dated 10th January 2023 addressed to the Society issued its no objection for appointment of M/s. Namo Shreen Ventures LLP for the said Property. Copy of the Letter dated 10th January 2023 is annexed hereto and marked as **Annexure "H"**.

(y) The fact of the above was informed to M/s. Namo Shreen Ventures LLP by the Society by its Letter dated 11th January 2023, copy of the Letter is annexed hereto and marked as **Annexure "I"**.

(z) The Society and its Members have represented to the Developers that the Society is the absolute owner of the said Property and has

a clear and marketable title free from all encumbrances in respect of the said Property beyond reasonable doubts and the Society and its Members have not entered into any Agreement with any person/s for agreeing to grant the redevelopment rights of the said Property and are absolutely entitled to grant redevelopment rights in respect of the said Property in favour of the Developers without any consent or concurrence of any person/s. The Developer has verified the correctness of the above representation and is satisfied with the same.

E244	29	200
2023		

(aa) The Society has further declared and confirmed that the title to all the respective flats is clear and marketable and free from all encumbrances and reasonable doubts as per the records of the society save and except Flat No. B-106 belonging to Mr. Chetan B. Shetty which is mortgaged with the bank. That it shall be the sole responsibility of the respective mortgaged flat owner/s to obtain the required NOC and Clearance from Bank, Financial Institutions and/or any person or persons for the Developer to proceed further for Redevelopment, i.e., before vacating the members of the society. That such members, whose flats are/would be mortgaged and who do not procure appropriate NOC from the Bank/Financial Institutions before the date of issuance of the Intimation Letter by the Developers to the society/ members for vacating their existing premises then in such case such members, do hereby undertake to execute appropriate documents of indemnity in the favour of the Developers and the society thereby taking the responsibility of countering any stop work notice or injunction passed by the Court of law delaying the re-development process. In case, if the society is required to initiate or in the alternative made party to any such proceedings and litigations related to the said mortgage, possession and/or title dispute then

the costs, expenses, charges, court fees, professional fees, monthly compensation of the other members for such delayed period etc. shall be borne and paid by such responsible members only.

(bb) The said Society has obtained confirmation from each of the Existing Members (except those who have mortgaged their respective flats to Banks/Financial Institutions) that all the Existing Members are in possession of their respective original Agreements and original share certificate of their respective flats and the Society shall direct each of the Existing Members (except those who have mortgaged their respective flats to Banks) to give inspection to the Developers of the original Agreements and original share certificate of flats owners as on date. In case of flats been mortgaged to banks, such members shall submit a true photocopy of the Agreement and/or Share Certificate to the society. On the execution of this Re-development Agreement, the Society shall take into their possession the certified copies of all the original agreements and share certificates of all the flat owners of the said society with an undertaking from the members that they shall not deal with the said flats without the express prior written consent of the Society as well as the Developers. The Society confirms that it has completed all the transfer formalities pertaining to the flat transfers after sale/death of the member received till date. The said Society has also obtained from each of the Existing Members Consents consenting to the redevelopment of the said land by the said Developer herein.

(cc) The Society and its Existing Members have represented to the Developer that they have, save and except with the Developer herein, not entered into any agreements, assignment or arrangement with any other person or builder or developers or

contractors for re-development work of the said land and the building structure standing thereupon. The Society have not accepted or agreed to accept any token deposit in cash, kind from any developer/s or any third party in this regard. The society and the Existing Members undertake to satisfy and make good any such claim/s if so, received by them at any time during redevelopment, from any person/developer with whom they might have dealt in any manner in the past.

(dd) The Developers herein too have themselves investigated and are aware about the aforesaid facts pertaining to the technical aspects, area, road and all such other potentials with respect to the society's property and the individual flats of the existing members and all the facts recorded herein below and after being aware about the aforesaid facts the Developers have agreed to re-develop the said land and hence both the said Society and the Developers have agreed to execute this Re-development Agreement as per the terms and conditions recorded hereinabove and herein below in the manner appearing hereinafter subject to MCGM approvals and clearance of title to the land.

(ee) The Society has also informed the Developer that the Property Registered Card in respect of the said Land is not yet transferred in the name of the Society. The Developers shall do all the necessary procedures to get the Society's name incorporated in the Property Register Card at their own cost, subject to obtaining all the relevant/necessary documents with respect to ownership and title from the Society.

बरल - ५		
६२५५	23	२००

(ff) The Developers relying on the representations, warranties and assurances of the Society and of the Members of the Society,

herein have agreed to undertake redevelopment of the said Property as envisaged herein.

(gg) The Society and its Members have therefore agreed to grant redevelopment rights in respect of the said Property in favour of the Developers by demolishing the existing building and constructing thereon a new Residential-cum-Commercial Building on the Land as per the approved Plans and permissions by consuming the FSI at present available to the fullest extent arising out of the said Property, to treat the said Property as a recipient plot and avail of, load and consume TDR, utilize Fungible FSI, Premium FSI, incentive additional benefit of 10 sq. mtrs of each existing Members or 15% of total built-up area whichever is higher as per Reg. 33(7)(b), FSI available on payment of premium or otherwise for construction and / or area available for construction of FSI and/or FSI / TDR available under Regulation 33(7)(b), Road Width FSI, Setback FSI, TDR as available and in accordance with the Building regulations and Development Control and Promotion Regulation 2034 **("DCPR 2034")**.

(hh) In the Special General Body Meeting of the Society held on 12th February 2023, the final draft inter alia of this Redevelopment Agreement and Power of Attorney were duly approved and it was further resolved that the Hon. Chairman, the Hon. Secretary and the Hon. Treasurer of the Society are authorized to sign and execute and to affix the common seal of the society on this Development Agreement, Power of Attorney and get the same registered with the Registrar of Assurances under the Indian Registration Act, 1908 and have also been authorized to execute all such documents, deeds and assurances as may be required in pursuance of this Redevelopment Agreement and for the

redevelopment of the said property and discharge all the obligations undertaken by the Society there under. A True Copy of the Resolution is annexed hereto and marked as **Annexure "J".**

(ii) Since the said Redevelopment Agreement will be signed by all the existing members of the society, any of the existing member/s who do not sign the Redevelopment Agreement at the time of registration, then the stamp duty or any other charges payable on the registration of their Individual Permanent Alternate Accommodation Agreement/Tripartite Agreement shall be borne and paid by the concerned member(s) only.

(jj) The said building was assessed vide Assessment No. RN0710320780000 of R/N Ward by Municipal Corporation of Greater Mumbai in the year 1986; the same is annexed hereto as **Annexure "K"**;

(kk) The Development Plan Remarks vide Ch.E./DP34202302111446060 dated 16/02/2023 indicates that the said land is falling under 'R' Zone; The same is annexed hereto as **Annexure "L"**;

(ll) The Developers agree that they shall be entitled to enter upon the said Society Property as a mere Licensee for the purpose of Re-development of Society Property and no other rights shall devolve upon them except those derived under this presents.

E24424	2023	200

(mm) In pursuance of the said Agreement and in consideration agreed to be given by the Developers to the Society and the Members, the Society has agreed to grant redevelopment Rights to the Developers on the terms and conditions hereinafter mentioned and the Parties

Page No. 16 to 112

hereto are desirous of recording the said terms and conditions in the manner hereinafter appearing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1) RECITALS :

1.1 All the statements made in the recitals hereinabove and the documents referred to in the recitals and the statements made in the said documents shall form an integral part of this Agreement.

2) DECLARATION OF THE SOCIETY & IT'S MEMBERS:

The Society and/or its Members jointly and severally hereby declare and confirm with the Developers as follows:-

(a) That the Society is the absolute Owner of the said Property with clear and marketable title free from all encumbrances beyond reasonable doubts and there is no dispute as to the boundary of the said Property.

(b) The total area occupied by the Members in the Building is 10858.54 sq. ft. carpet area.

(c) The Society comprises of 27 Members holding 27 Flats. The Members are in exclusive use, occupation and possession of their respective Flats in the Building.

(d) The Society has not arrived at any arrangement or agreement and/or entered into any agreement for alienation or granting any rights of whatsoever nature in favour of any other Developers/Builders and are entitled to enter into this Agreement with the Developers herein without any restrictions and/or prohibitions of any nature whatsoever.

(e) That there are no pending litigations in respect of the said Property or the Existing Members Flats as also any kind of attachment Notices pertaining to the said Property.

(f) The Society and it's Members shall make clear all their statutory dues / outgoings including the assessment and water charges to the MCGM and/or any other outstanding outgoings (Electricity, Mahanagar Gas Ltd. etc.) till all the Members vacate their respective flats (i.e., till the date, the last Member vacates his/her Flats) and handover the possession of the same to the Developers as well as the Society hands over possession of the said Property to the Developers for demolishing of the existing building.

(g) That the Members are absolutely entitled to their respective Flats and there are no other third-party rights created including any mortgage created in their respective flats except those as mentioned at Clause (aa).

(h) The Managing Committee is a validly elected committee and all committee members have complied with all provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules 1961, and the bye-laws of the said Society so as to validly continue as Managing Committee members.

बरल - ५
६२४४ | २० | २००
२९२३

(i) The Society and/or Managing Committee and/or Members of the Society have complied with and shall always comply with all the provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules 1961, and the bye-laws of the Society and that the Society has not done / will not do any act which is in contravention to the provisions of the Maharashtra Co-operative Societies