

Receipt (pavti)

514/5913

पावती

Original/Duplicate

Tuesday, March 29, 2022

नोंवपी क्र. :39म

10:41 AM

Regn.:39M

पावती क्र.: 6344 दिनांक: 29/03/2022

गावाचे नाव: विलेपार्ले

दस्तऐवजाचा अनुक्रमांक: बंदर18-5913-2022

दस्तऐवजाचा प्रकार : विकसनकारनामा

सादर करणाऱ्याचे नाव: मेमर्स,सेवन फोल्डस चे अधोराईज सिग्रेटरी आणि भागीदार फौजान अशरफ खान , ,

नोंवणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 4000.00

पृष्ठांची संख्या: 200

एकूण:

रु. 34000.00

Joint S.R. Andheri-7

वाजार मूल्य: रु.243115000/-

मोबदला रु.146455000/-

भरलेले मुद्रांक शुल्क : रु. 12155750/-

सह. मुख्य निबंधक, अंधेरी क्र. ७
मुंबई नगर जिल्हा

1) देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2903202202176 दिनांक: 29/03/2022

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2903202202117 दिनांक: 29/03/2022

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH015613656202122E दिनांक: 29/03/2022

बँकेचे नाव व पत्ता:

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON.....

7/4/2022

1/1



CHALLAN
MTR Form Number-5



GRN	MH015613656202122E	BARCODE			Date	29/03/2022-09:25:43	Form ID	25.2
Department Inspector General Of Registration					Payer Details			
Stamp Duty					TAX ID / TAN (If Any)			
Type of Payment Registration Fee					PAN No.(If Applicable)			
Office Name BDR18 __JT SUB REGISTRAR ANDHERI 7					Full Name		SEVENFOLDS CONSTRUCTION LLP	
Location MUMBAI					Flat/Block No.		FINAL PLOT NO 185 TPS 3	
Year 2021-2022 One Time					Premises/Building			
Account Head Details				Amount In Rs.		Road/Street		
0030063301 Registration Fee				30000.00		VILEPARLE EAST		
						Area/Locality		
						MUMBAI		
						Town/City/District		
						PIN		
						4 0 0 0 5 4		
					Remarks (If Any)			
					SecondPartyName=MINAL CHS LTD-			
					Amount In			
					Thirty Thousand Rupees Only			
					Words			
					30,000.00			
Payment Details					FOR USE IN RECEIVING BANK			
IDBI BANK								
Cheque/DD Details					Bank CIN			
					Ref. No.			
					69103332022032913672			
					2737542744			
Cheque/DD No.					Bank Date			
					RBI Date			
					29/03/2022-09:25:31			
					Not Verified with RBI			
Name of Bank					Bank Branch			
					IDBI BANK			
Name of Branch					Scroll No. , Date			
					Not Verified with Scroll			

Department ID:

Mobile No. : 0211121212

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

खदर चटलन फॉर्मस द्वायल निबधत कर्यालयत नोदणी करवयाच्या दस्त्याखी लागू आहे. नोदणी न करवयाच्या दस्त्याखी खदर चटलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-514-5913	0007447789202122	29/03/2022-10:40:05	IGR555	30000.00
Total Defacement Amount					30,000.00

बदर - १८		
५९१३	९	३०४
२०२२		



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

Receipt of Document Handling Charges

PRN 2903202202117

Receipt Date 29/03/2022

Received from DHC, Mobile number 9702179531, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 5913 dated 29/03/2022 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.

DEFACED

₹ 2000

DEFACED

Payment Details

Bank Name SBIN

Payment Date 29/03/2022

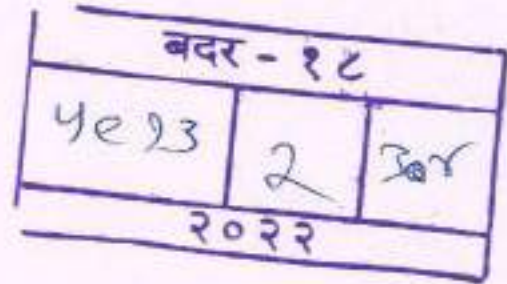
Bank CIN 10004152022032901920

REF No. 208809846806

Deface No 2903202202117D

Deface Date 29/03/2022

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





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

Receipt of Document Handling Charges

PRN 2903202202176

Receipt Date 29/03/2022

Received from DHC, Mobile number 9224230614, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 5913 dated 29/03/2022 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.

DEFACED

₹ 2000

DEFACED

Payment Details

Bank Name SBIN

Payment Date 29/03/2022

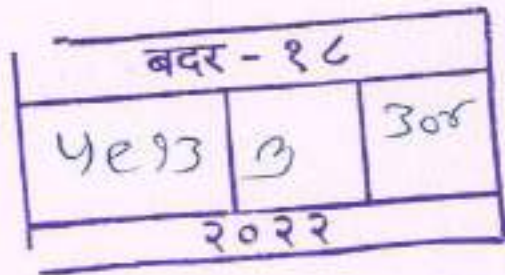
Bank CIN 10004152022032901959

REF No. IGANGVABB1

Deface No 2903202202176D

Deface Date 29/03/2022

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



मुद्रांक जिल्हाधिकारी, अंधेरी तालुका, यांचे कार्यालय

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

जा.क्र.अभि./अंतिम आदेश/ 1939

दिनांक -

25 MAR 2022

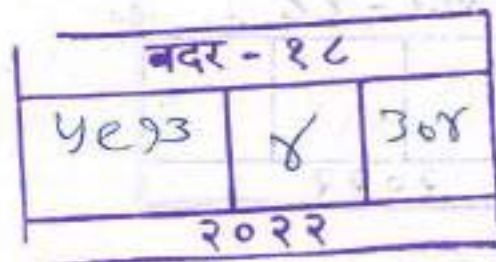
(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100900/23/2022 अन्वये पक्षकार M/S. Sevenfolds Constructions LLP यांनी दिनांक 10/11/2022 रोजी Development Agreement चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे. सदर संलेखामधील तपशिल खालील प्रमाणे.

Particulars	Description
Date of Execution	Unexcuted
Type of Document	Development Agreement
The Society	Minal Co-op. Hsg. Soc.Ltd.
The Member	Mrs. Shashi Kalani & others
The Developer	M/S. Sevenfolds Constructions LLP
Detail of the Property	
Village	Vile Parle (East)
C.T.S No	Final Plot No. 185 TPS - II, Survey No. 1611 and 1611/ to 1611/15
Society Registration No.	BOM/W-KE/HSG/TC/ 2437/8788 Dated - 19/11/1988
Plot Area	1802.13 sq.mtrs 683.12 sq.mtrs Struture Area Less As per Doument
Members (Resi. + Comm.)	32 (24 Residential + 8 Commercial)
Zone 2021-22	36/183 Village - Vile Parle (East)
Rate per sq.mtr	
Land Rate	Rs. 1,04,650/-
Flat Rate	Rs. 2,00,090/-
Shop Rate	Rs. 2,29,060/-
Const. Cost	Rs. 30,250/-
Completion period	36 Months
D.P Remark	Ch.E/DP34202012111291844 K/E/2020/111291849 Dated - 01/12/2020

अभिनिर्णयाकरिता सादर केलेला दस्त हा Development Agreement या प्रकारचा 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 1802.13 चौ.मी. आहे. सदरचा दस्त हा सोसायटी, सोसायटी सभासद व विकासक या तीन पक्षकार यांचे मध्ये निष्पादित होत आहे.



सदर दस्तावे अवलोकन केले असता, असे दिसून येते की, सोसायटीच्या इमारतीमध्ये 32 (24 Flat & 8 Shop) सभासद असलेली "Minal CHSL" नावाची (तळ + 6) मजल्याची इमारत मोडकळीस आल्याने तसेच सदर मिळकतीमधील एकूण 32 (24 Flat & 8 Shop) सभासद व सोसायटीने विकासक यांच्या सोबत इमारतीच्या पुर्नबांधणीच्या अनुषंगाने करावयाच्या विकसना संबंधी विकसन करारनामा (Development Agreement) केल्याचे दिसून येते. सदनाधारक सभासदांना नवीन क्षेत्र जुन्या क्षेत्रावर 25% क्षेत्र वाढवून देण्यात येत आहे. व दुकानधारक सभासदांना नवीन क्षेत्र जुन्या क्षेत्रावर 15% क्षेत्र वाढवून देण्यात येत आहे. प्रस्तुत विकसन करारनामानुसार एकूण 32 (24 Flat & 8 Shop) सभासदांच्या ताब्यातील Annexure - C2 मध्ये नमूद केल्याप्रमाणे रहिवासी सोसायटी सभासदांच्या ताब्यातील मूळ क्षेत्र 11358.14 चौ.फूट कारपेट म्हणजेच 1266.71 चौ.मी. बिल्टअप क्षेत्र असून या क्षेत्राच्या बदल्यात विकासक रहिवासी सोसायटी सभासदांना मूळ कारपेट क्षेत्रावर 25% वाढीव बांधकाम रहिवासी वापराच्या सोसायटी सभासदांना नविन इमारतीमध्ये देत आहेत क्षेत्र 14197.72 चौ.फूट कारपेट म्हणजेच 1451.44 चौ.मी. बिल्टअप नविन इमारतीमध्ये देणेत येत आहे. तसेच दुकानधारक सोसायटी सभासदांच्या ताब्यातील मूळ क्षेत्र 1795.08 चौ.फूट कारपेट म्हणजेच 183.51 चौ.मी. बिल्टअप क्षेत्र असून या क्षेत्राच्या बदल्यात विकासक दुकानधारक सोसायटी सभासदांना मूळ कारपेट क्षेत्रावर 15% वाढीव बांधकाम सोसायटी सभासदांना नविन इमारतीमध्ये देत आहेत म्हणजेच 15992.80 चौ.फूट कारपेट म्हणजेच 1634.95 चौ.मी. बिल्टअप नविन इमारतीमध्ये देणेत येत आहे. या शिवाय दस्तात नमूद केल्यानुसार Rent, Shifting Charges, Brokerage, कार पार्किंग विकासक सभासदांस देणार आहे. सदरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे. प्रकरणात मूळ सोसायटी रहिवासी सभासदांना त्यांचे ताब्यातील मूळ कारपेट क्षेत्रावर वाढीव देण्यात येणारे क्षेत्र हे 25% टक्के हे वाढीव क्षेत्र 35 टक्के देय फंजिबल क्षेत्रा पेक्षा कमी व दुकानधारक सभासदांना त्यांचे ताब्यातील मूळ कारपेट क्षेत्रावर वाढीव देण्यात येणारे क्षेत्र हे 15% टक्के क्षेत्र हे 35 टक्के देय फंजिबल क्षेत्रा पेक्षा कमी असल्याने रहिवासी व दुकानधारक सभासदांच्या ताब्यातील वाढीव क्षेत्रावर परिपत्रक क्र. 15/परिपत्रक/मूल्यांकन/351 दिनांक. 31/03/2018 नुसार अटि क्र (X) लागू होत नाही. सदर मिळकतीस दस्तात नमूद केल्यानुसार 18.30 मी. रुंदीचा विकास रस्ता उपलब्ध होत असल्याने सदर मिळकत क्षेत्रात 0.40 रोड विड्यु टि.डी.आर अनुज्ञेय होत आहे म्हणजेच सदर मिळकत क्षेत्रात 35 टक्के देय फंजिबल FSI सहीत 3.24 चढई निर्देशांक अनुज्ञेय होत आहे. मार्गदर्शक सुचना क्र.21 (ब)(ख) नुसार फंजिबल पिमिग्रम 0.50 टक्के विचारात घेण्यात येत आहे. सदर मिळकतीचा विकास RERA नियमानुसार होणार असल्याने बिल्टअप क्षेत्र मा. नोंदणी महानिरीक्षक यांचेकडील परिपत्रक क्र. जा.क्र.का-15/परिपत्रक/रेरा/ कारपेट एरिया/3 दि. 02/01/2018 नुसार घेण्यात येत आहे. तसेच सदर भुखंड Corner Plot असल्याने अंमलबजावणी सुचना क्र.32 नुसार दरत 10% वाढ देणे आवश्यक आहे.

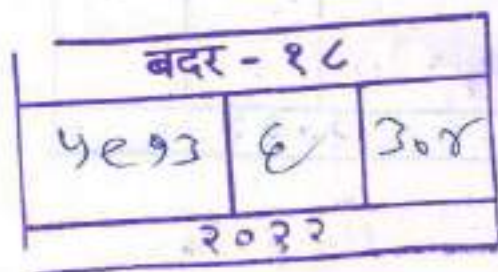
प्रस्तुत मिळकत क्षेत्रात 683.12 चौ.मी (Area As per BMC Approval Plan) चे बांधकाम असुन सदर क्षेत्राचा ताबा व बांधकाम क्षेत्राची मालकी जमिन मालकाकाडे (Minal Co-op, Hsg, Soc, Ltd.) नसुन ते इतरांना कडे आहे. त्यामुळे अनुज्ञेय FSI मधुन क्षेत्र वगळण्यात येत आहे.

बदर - १८		
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दस्तात नमूद केल्याप्रमाणे बांधून द्यावयाचे क्षेत्र विचार करून दस्तात Schedule मध्ये नमूद केल्यानुसार मातमत्तेचे क्षेत्र 1802.13 चौ.मी. क्षेत्र विचारात घेऊन प्रकरणी मुल्यांकन सन 2021-22 चे बाजारमुल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

Development Agreement (Completion Period 36 Months)					
ADJ- 23 - 2021	Land	Flat	Office	Shop	Consideration Cost
2020-21	1,04,650	2,00,090		2,29,060	30250
Add 10% For Corner Plot	1,15,115				
Zone - Village - Vile Parle (East)	36/183				
Plot area	1802.13	sq.mtrs			
		Existing Carpet Area in Sq. ft.	Existing Built up Area in Sq. mtr.		
No. of Members (Annexure - C2)	32	12919.08	1440.79		
Residential Members	24	11358.14	1266.71		
Shop members	8	1560.94	174.08		
		New Carpet Area in Sq. ft.	Total New Building Area in Sq. mtr.		
Additional New Area For Resi. (25%) & For Shop (15%) RERA (Annexure - C2)		15992.80	1634.95		
Residential Members	24	14197.72	1451.44		
Shop members	8	1795.08	183.51		
Permissible Area	1802.13	x	3.24	=	5838.90
Existing Structure Area					683.12
Net Available FSI	5838.90	-	683.12		5155.78
Permissible / Potential Type of FSI	Area in Sq.mtr.	X Land Rate	X Multiplier		= Total Value of Rs.
Basic 1	1,802.13	1,15,115	1.00		20,74,52,195
Permissible TDR 1	1,802.13	1,04,650	0.50		9,42,96,452
Road width TDR (0.40)	720.85	1,04,650	0.50		3,77,18,581
Fungible FSI (1802.13 + 1802.13 + 720.85 = 4325.11) 4325.11 x 0.35 = 1513.79 sq.mtrs					
	4,325.11	1,513.79			
Free Fungible on Existing Structure (683.12 x 0.35 = 239.09)	239.09				
Free Fungible on Existing Residential and shop (1440.79 x 0.35 = 504.28)	504.28	1,04,650	1.00		5,27,72,521
Charging Premium on Residential (1513.79 - 239.09 - 504.28 = 770.42)	770.42	1,04,650	0.50		4,03,12,271
Total	5,838.90				43,25,52,019
Average Rate	Total Value/total area		74081.07		
Market Value	Balance Area * Average Rate				
(Balance Area = Total permissible area - New area given to Society members - Existing Structure with Fungible)					
	5,838.90 - 1634.95	922.21	3,281.74	sq.mtrs	
	Balance Area * Average Rate				
	3,281.74	74081.07			24,31,14,611
Value of Developers area is Market Value is i.e. Rs					24,31,15,000
Consideration					Amount in Rs.
I. New area given to Residential members	1451.44	30250	1.05		46101356



2. New area given to shop member	183.51	30250			5551235
3. Rent For Residential (Page No. 09 Para No. 5)					
For First 11 Months	11358.14	100	11		12493954
For 2nd 11 Months (Add 7%)	11358.14	107	11		13368531
For 3rd 11 Months (Add 7%)	11358.14	114	11		14304328
For 4th 03 Months (Add 7%)	11358.14	123	3		4174263
4. Brokerage Charges For Residential (Pag No. 9, Para No. 5)					
For 1st Term For One Time	11358.14	100	1		1135814
4. Rent For Shop (Page No. 09 Para No. 5)					
For 1st 11 Months	1560.94	225	11		3863327
For 2nd 11 Months (Add 7%)	1560.94	241	11		4133759
For 3rd 11 Months (Add 7%)	1560.94	258	11		4423123
For 4th 03 Months (Add 7%)	1560.94	276	3		1290748
6. Brokerage Charges For Shop (Pag No. 9, Para No. 5)					
For 1st Term For One Time	1560.94	225	1		351212
7. Hardship Compensation (Page No. 10 Para No. 4)	12919.08	1500			19378620
8. Shifting Charges (Page No. 9 Para No. 5)	30000	32			960000
9. Car Parking (Page No. 12 Para No. c)	13.75	30250	32	0.25	33,27,500
10. Infrastructure charges	1634.95	5000			81,74,758
11. Development charges (2%)	1634.95	1,04,650	0.02		34,21,954
					Total 14,64,54,480
					Consideration i.e.Rs. 14,64,55,000



वरील प्रमाणे दस्तावील मिलकतीचे मोबदला रक्कम रु. 14,64,55,000/- हे बाजारमुल्य रक्कम रु. 24,31,15,000/- पेक्षा कमी असल्याने जास्तीच्या बाजारमुल्य रक्कम रु. 24,31,15,000/- वर मुद्रांक शुल्क घा भरणा केलेला आहे.

बाजारमुल्य रक्कम (रु.)	अनुच्छेद	देय मु.शु (रु.)
24,31,15,000/-	5 (g-a)(5%)	1,21,55,750/-

अंतिम आदेश

- अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 मधील अनुच्छेद 5(g-a)(5%) नुसार मुद्रांक शुल्क रु. 1,21,55,750/- देय असल्याबाबत जा.क्र.अभि/आदेश/1635/2022 दिनांक. 11/03/2022 अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरून मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपविना पक्षकार यांनी केला असल्याने दिनांक. 25/03/2022 रोजी विरूपित केलेल्या चलन क्र. MH015086575202122M वरून दिसून येत असल्याने दिनांक. 02/03/2022 रोजीचा अंतरिम आदेश हा अंतिम आदेश म्हणून कायम करण्यात येत आहे.

बदर - १८		
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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 ह्याबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहिल त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, अंधेरी हे जबाबदार राहणार नाहीत.
3. एकूण पाने 1 ते 205 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.

(डॉ. जयश्री कटारे)

मुद्रांक जिल्हाधिकारी, अंधेरी.

प्रति	M/S. Sevenfolds Constructions LLP
पत्ता	807, Sri Krishna, Opp. Laxmi Industrial Estate, New Link Road, Andheri (West), Mumbai - 400053
प्रत	सह दुय्यम निबंधक अंधेरी कार्यालय क्र.1/2/3/4/5/6/7



बदर - १८		
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बदर - १८		
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CHALLAN
MTR Form Number-6



GRN	MH015068575202122M	BARCODE			Date	22/03/2022-19:29:59	Form ID	
Department				Inspector General Of Registration				
Non-Judicial Stamps				Payer Details				
Type of Payment				Duty on Doc Voluntarily brought for adjudication SoS				
Office Name				CSA_COLLECTOR OF STAMPS ANDHERI				
Location				MUMBAI				
Year				2021-2022 One Time				
Account Head Details				Amount in Rs.				
0030050801 Amount of Tax				12155750.00				
				Flat/Block No.				
				Premises/Building				
				Road/Street				
				Area/Locality				
				Town/City/District				
				PIN				
				Remarks (If Any)				
				ADJ/1100900/23/2022				
				Amount in				
				Words				
				One Crore Twenty One Lakh Fifty Five Thousand Seven Hundred Fifty Rupees Only				
Payment Details				FOR USE IN RECEIVING BANK				
PUNJAB NATIONAL BANK								
Cheque-DD Details								
Cheque/DD No.				Bank CIN				
				Ref. No.				
Name of Bank				Bank Date				
Name of Branch				RBI Date				
				Bank-Branch				
				Scroll No. , Date				

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 दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1		0007367024202122	25/03/2022-16:21:18	IGR240	12155750.00
Total Defacement Amount					1,21,55,750.00

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बदर - १८		
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10001 408 1 1 205

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

Office of the
Collector of Stamps
Case No. Adj. 1100900/23/2022
Date 10.01.2022

Plot Area = 1802.13 sq.mt
PV = Rs. 21, 31, 15, 000/-

Received from Sri. M/s. Sevenfolds Constroctions LLP

residing at
stamp duty of Rs. (1,21,55,750/-) Rs. one Crore Twenty one lakh
Fifty Five Thousand Seven Hundred Fifty only
vide challan No. 4 Dated
Certified under Section 32(1) (b) of the
Bombay Stamp Act, 1958 that the full duty
of Rs. (1,21,55,750/-) Rs. one
with which this instrument is chargeable has
been paid vide article No. 5 (g)
of schedule

One Crore Twenty one Lakh Fifty
Five Thousand Seven Hundred
Fifty only

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

Place: Andheri

Date: 25 MAR 2022

Collector of Stamps
Andheri

1010150665752022M
dt 22-3-2022
Def No 000736702420222
do 25-3-2022

"This certificate is issued as per provisions
of Bombay Stamp Act 1958. Provided that
if this instrument is presented
before the registering
authority for registration
as per provisions of Registration Act 1908."



DEVELOPMENT AGREEMENT

बदर - १८		
4293	92	308
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THIS AGREEMENT is made and entered into at Mumbai this 29th day of 01st
January, 2022 in the Christian Year Two Thousand Twenty Two
MARCH

BETWEEN

Minal Co-operative Housing Society Ltd. a Society registered under the
Maharashtra Cooperative Societies Act, 1960 and bearing Registration No.
BOM/W-KE/HSG/TC/2437/8788 DATED 19.11.1988 and having its registered
society office at Shradhanand Road Vile Parle E, Mumbai 400 057 hereinafter
called "the Society" (which expression shall unless it be repugnant to the context
or meaning thereof be deemed to mean and include its successors and assigns) of
the First Part;

S.D. Parikh S.D.P.
Dinul
Ginul
J.T.G.
Roshni A.K.
H.D. Shah
J.R.T.
A.D. Gada
Gast
S.A.J.
S.A.J.
S.A.J.
Sankar
Y.N. Gaudh
Anm
Kishor
Kishor

AND

$$\begin{array}{r} 4293 \overline{) 18} \\ \underline{18} \\ 0000 \end{array}$$

21	FLAT 9	OTHERS MR. SHIVKUMAR GUPTA
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 Shankar
 9.2.2006

WHEREAS:

1. Smt. Ratnibai Ghanshyamdas Poddar and KailashPati Ghanshyamdas Poddar were absolutely seized and possessed of or otherwise well and sufficient entitled to all that piece of parcel of land or ground with structure standing therein situate lying and being at Vile Parle (East) having conveyance in the name of Minal Co-operative Housing Society Limited admeasuring about 1,802.13 sq.mtrs and its appurtenant land and bearing final plot no 188 of Vile Parle town planning scheme No.II and City Survey No. 1611 and 1611/1 to 1611/15 and F.P. No. 185 of Town Planning Scheme No. II of Vile Parle (East) lying and being in the Registration district and sub-district of Bombay city and Bombay suburban, Greater Bombay and more particularly described in the First Schedule hereunder written.

2. By an agreement for Sale, dated 8th day of August 1979, and executed between the said Smt. Ratnibai Ghanshyamdas Poddar and another, the said Smt. Ratnibai Ghanshyamdas Poddar and another have agreed to sell the said property to M/s. Jalan Constructuion Company, Sole Proprietor Shri Shivkumar M. Jalan, Purchaser, at or for the price and on the terms and conditions recorded therein.

3. As per the provisions of the said Agreement for Sale dated 8th day of August 1979, the said Smt. Ratnibai Ghanshyamdas Poddar and another put Mr. Shivkumar M. Jalan, Purchaser abovenamed, in the possession of the said property with permission to develop the same.

4. M/s. Jalan Construction Company had constructed on the said property, a building consisting of ground and six upper floors to be named as "MINAL APARTMENTS". The Plans for which are sanctioned by the Bombay Municipal Corporation under their No. CE/8976/BS-II/A.K. dated 28th January 1981 and the said M/s. Jalan Construction Company has already completed construction of the said building on the said property in accordance with the sanctioned plans and specification and handed over flats/shops to the respective buyers of flats in the said Minal Apartments.

First, the said buyers registered a Society under Maharashtra Co-operative Societies Act, 1960 viz., Minal Co-operative Housing Society Ltd. bearing Registration No. BOM/W-KE/HSG/TC/2437/87-88 having its registered society office at Shradhanand Road Vile Parle E, Mumbai 400 057 (hereinafter referred to as the said Society.) A copy whereof is enclosed herewith and marked as Annexure 'A' hereto.

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6. The said Society is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said plot of land along with the existing structure comprising of ground with 6 upper floors having 21 Residential flats and 8 Shops and 3 Rooms, more particularly described in the Annexure 'B'.

7. A Part of the said property admeasuring 134.54 sq.mtrs. falls within the set back line for road widening. The said Shivkumar Motilal Jalan died intestate on 14th April, 1994 and the said property devolved upon the Confirming Party therein and in consideration the Vendors and Confirming Party did thereby granted, conveyed, transferred and assured unto the Purchasers viz., Minal Co-operative Housing Society Ltd. all that piece and parcel of land having conveyance in the name of Minal Co-operative Housing Society Ltd. admeasuring about 1802.13 sq.mtrs. with the building of the said Society with other structure standing thereon more particularly mentioned in the said Schedule 1 referred thereto along with the block plan and registered with Sub-Registrar of Assurance at Mumbai, bearing registration No. BBJ/1115/98 dated 4.05.1998.

8. Thus, in the said existing building known as Minal Co-operative Housing Society comprising of ground with 6 upper floors, 21 Residential flats along with 8 shops and 3 rooms are occupied by the existing recorded Members, whose particulars about flat numbers and corresponding areas and their respective shareholdings are given in Annexure 'B' which is accepted by the Society.

9. The said society has received proposal of the said Developer dated 05/05/2018 and after due negotiations has accepted the proposal and passed the Resolution on 13/05/2018 in the said Society's SGM and appointed the said Developer (subject to obtaining permission under Section 79-A of the Maharashtra Co-operative Societies Act, 1960). The said Society has complied with the procedure for obtaining permission under Section 79-A of the Maharashtra Co-operative Societies Act, 1960 on 5th December, 2021 and Order passed by the Registrar of the society showing appointment of Developer by the society is hereby confirmed by Order dated 7th December 2021. A copy of the said Resolution and 79-A of the Maharashtra Co-operative Societies Act, 1960 permission is annexed hereto and marked as Annexure 'C' and 'C-1' collectively.

Handwritten signatures and stamps at the bottom of the page, including:

- Stamps: "THE SEAL OF THE JOINT REGISTRAR AND...", "4293", "2022".
- Signatures: S.D. Singh, J.P.T., H.D. Shukla, A.K., J.R.T., Y.N. Jadhav, and others.

15. The said Society, finally in the Special General Body Meeting held on 05/09/2021 accepted the offer dated 30/08/2021 of the said Developer and the Society appointed the said Developer to go ahead with the redevelopment and also agreed to sign the required documents. The Society decided to entrust the work of redevelopment of the said property to the said Developer subject to various terms, conditions and accordingly, decided to sign and execute this Development Agreement in favor of the said Developer wherein the said Developer has to carry out and/or fulfill various obligations, including sanctioning of the building plan, obtaining of the TDR/FSI, Fungible FSI / other available FSI, construction of new building etc. The society is corresponding with Registrar of Co-op. Societies, K-E Ward and intimated vide its letter dated 12th November 2021 and as per the provision of 79-A society had conveyed the S.G.M. on 5th December 2021 to complete the said procedure for appointing the said Developer for the redevelopment of their society and received order dated 7th December 2021 from concerned authority. The Parties have desired to enter into this Development Agreement in the manner appearing hereinafter:

16. The Society in the said Special General Body Meeting held on 01/04/2018 has unanimously resolved and agreed that the Redevelopment Committee including the Chairman, the Secretary, and the Treasurer are authorized to sign and execute all legal deeds, documents etc., and also to register the same. A copy of the Resolution of the said Special General Body Meeting dated 01/04/2018 is annexed hereto and marked as Annexure D.

17. Pursuant to the series of negotiations by and between the parties herein as aforesaid, a set of terms and conditions have been worked out and the parties are desirous of recording those terms and conditions as appearing herein after and accordingly this Agreement for development has been made recording all the terms and conditions pursuant to which such aforesaid re-development and/ or re-construction work is being granted by the said Society herein to the said Developers herein. /

18. The Parties have agreed to execute these presents, in the manner appearing hereinafter.

appearing before me.

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Dink
BKR
मी.ता
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Pun
(D.V.)
J.R.T.
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Goali
H.D. Gava
D.K. Gava
Rachet
Apar
R.N.M.
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V.N. Gandhi

H.D. Su
A.P. SAT
A.P. SAT
A.P. SAT
Jank m. ghat
A.K.
Dinas

2022

(1) Subject to the payment of compensation by the Developer to the Society and to the Members of the Society, as stipulated hereinafter the Developer shall have right to sell and dispose of the additional flats/shops along with the parking, etc. that may be constructed by him on the said property, on what is popularly known as Ownership basis as contemplated under RERA Act 2017 by acting as the "Promoters" within the meaning of the said Act without being accountable to the Society for the same after providing 21 Residential flats and 8 shops and 3 rooms to the present Members of the Society in terms of this Agreement in the new building as and by way of Permanent Alternate Accommodation in lieu of their present respective flats, rooms and shops in the existing building – Minal Apartment. (as per Annexure "B" attached herein)

- This amount will be payable in staggered manner - 10% on Registration of Development Agreement by the concerned member and the society and 40% on vacating of premises by all the members and 50% on repossession on obtaining O.C. in the new building to be constructed by the developer on the said Property. It is also agreed by and between the parties hereto that, the Developer shall complete the construction of building and handover possession to the members within 36 months from the date of obtaining Commencement Certificate from the MCGM by the said Developer.

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member over and above
ate shall be purchased at
making free of cost to each
commercial members and
cost as per M.D.T.M.

Y fails to provide their	308
M held on the 5 th of	
l heirs/occupant fails to	

Stor

to the Developer It is agreed between the parties hereto that, the Developer

D.P. S.D.P.
Dinakar
Srinivas
A. Jyoti
J. R. T.
Ravi
H. D. Gada
H. D. S.M.
Ajay
Anish
A.R. S.A.J.
A.R. S.A.J.
A.R. S.A.J.
K. N. Sankar
Y. N. Sankar

has a right to recover all the expenses interalia damages from the non-consenting members who has put hindrance in Re-development project and the developer has a right to recover all the losses from the non-consenting member/s per day a sum of Rs.10,000/- along with losses incurred by the Developer and the same will be adjusted against the corpus, hardship compensation, transportation charges payable to such non-consenting members as well as for balance, the developer will have a charge on the flat of non-consenting members and on receipt of the loss amount from the non-consenting member/s, the developer shall handover possession to the non-consenting member/s. The developer shall not be liable or responsible in any manner to start work till vacant possession of flats/rooms/shops is received from all the members/legal heirs/occupant and society.

9. In the event of any dues payable to a bank or a financial institution from any members of the SOCIETY against mortgage of respective tenement the same shall be cleared by the respective members of the SOCIETY or obtain NOC from the respective bank/financial institution within one month from the execution of this agreement or obtaining a certificate from the respective bank giving its No-objection to the redevelopment. However, in the meantime, the Developer will continue the work of Re-development.

It is agreed that after execution of this agreement till completion of the said new building the members shall be entitled to sell his/her flat, room, shop allotted to him/her only after he/she obtains written NOC from both the SOCIETY and from the DEVELOPERS. The benefits and any rights (e.g., balance corpus amount, inconvenience fee, brokerage, rent, etc.) under this agreement will continue to be vested with the existing member who is selling their flat and are not transferable to the new buyer/ transferee / assignee. The terms and conditions contained herein as well as those contained in the resolutions, etc. passed by the SOCIETY/ till date, relating to the present redevelopment project, shall be binding on the assignee / transferee of the existing member's interest in the flat in the existing building and the SOCIETY through the member selling such flat/room/shop shall secure necessary Declaration / Affidavit from such assignee / transferee to this effect and submit the same to the DEVELOPERS.

11. The Developer shall put up the plan to the Authority for obtaining IOD subject to correction of any area. It is agreed that if FSI increases beyond 3.24 as per existing guidelines of DCPR 2034, after obtaining the O.C. then benefits of such additional FSI will be belonging to the Society.

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S.O.P. ANN.

H.D. G. H. D. S. H.

J.R.T. Day

S.A.J. S.A.J. S.A.J. S.A.J. S.A.J.

Y. M. J. J. J. J. J.

c) Out of the total Car Parking, the Developer shall first allot parking to the existing members of the Society and only for the residue of parking spaces, the Developer shall allot parking to the Prospective Purchasers on Ownership basis.

17. An Agreement between each of the Members and Developer shall be signed and executed recording the terms and conditions as agreed between the Society and the Developer and it is agreed that the same shall be binding upon the Parties hereto. The amount of Stamp Duty and Registration fees payable in respect of this Development Agreement as well as the individual Agreements to be entered between the members and Developer, the same shall be borne and paid by the Developer alone. However, for additional area purchased by the Members, then for same, registration/ stamp duty and all other charges including G.S.T shall be paid by the Members alone.

19. The Developer alone shall be entitled to receive and retain and utilize all monies as per the extant rules, regulations and Acts, from the Prospective Purchasers to whom such premises along with car parking may be sold or allotted as the case may be in the building to be constructed by the Developer on the said property.

29.01.2022 is further specifically agreed that only after the existing Members being offered the permanent accommodation in the new proposed building to be constructed on the said property and thereafter the Developer shall give possession to the prospective buyer or Purchaser and not otherwise.

22. It is further agreed that immediately, within 1 month, from the date of I.O.D., the PAAA will be entered into with the members and all the members will

22. It is further agreed that immediately, within 1 month, from the date of I.O.D. the PAAA will be entered into with the members and all the members with

vacate the building and thereafter the building will be demolished. The Developer shall within two months on obtaining Commencement Certificate being issued by the Municipal Corpn. of Greater Mumbai, the Developer shall commence development or re-development for the purpose of putting up a new multi-storied building in accordance with the sanctioned plans, I.O.D. and the Work Commencement Certificate that may be issued by the Municipal Corporation of Greater Mumbai at the entire costs and consequences of the Developer.

23. If the Developer fails to obtain the appropriate permissions and complete the construction of the said new building within the agreed period as referred to in Clause(22), subject to force majeure in such an event the Developer shall (without affecting the other rights and remedies available to the Society/Members under this Agreement and in law) will pay to the Society as per the amount awarded under RERA, Act per month of delay and which amount shall be payable every month in advance till the possession of new flats/rooms/shops/tenements are handed over to the Members in accordance with the terms hereof. In addition to the same the Developer's liability to pay compensation for temporary alternate accommodation shall continue.

24. The Developer shall construct basement, stilt, podium and upper floors as will be permissible by the Municipal Corporation of Greater Mumbai of R.C.C. frame with clay brick walls or any other suitable material within a period of 36 months from the date of the Commencement Certificate and hand over peaceful possession to the existing members with O.C.

25. Save and except prevented by Force Majeure conditions set out here below, the new building shall be constructed by the Developer strictly in accordance with the sanctioned plan and within the stipulated period set out herein before:-

- War, Civil commotion, Act of God;
- Any notice ,order, rule, notifications of the Govt. or other public, Judicial or Competent Authority, prohibiting the construction of the new building.
- Any Lockdown issued by the Government or Pandemic or any Order Notification issued by the Government/Appropriate Authority declaring it to be Force Majeure.
- Any epidemic similar to COVID-19 and non-availability of workers.
- However, in such cases also, the Developer undertakes to pay to Members towards the rent as per the terms agreed hereinbefore.

बदर - १८		
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26. The Developer shall construct the said structure as per the specifications, designs, etc. set out in Annexure 'E' hereto along with the necessary amenities and facilities to be provided in each of the Flats;

27. A tentative plan will be prepared by M/s. ENVISIONS ARCHITECTS, which plan is subject to modifications and alterations or additions as may be proposed by the Municipal Corporation for Greater Mumbai to the Developer. If sanctioned plan is required to be amended then, the area of the Members will not be affected. All the original title documents will remain with Solicitor of Society for investigation of title and will remain with him till building is completed and certified copy thereof will be provided to the developer.

28. As set out hereinabove, the obligations of the Society including all its Members under this Agreement are as under:-

a) To give the consent and extend full co-operation in all the matters of development of the said property, i.e., in the matter of demolition of the existing building and construction of a multi storied building on the said property, by vacating all the respective flats / tenements by the existing members which at present are used and occupied by them and to shift to the multi storied building which will be constructed by the Developer on the said property;

b) Within a reasonable time from the date of execution of this Agreement, Society shall make arrangements for safekeeping of the originals along with the certified xerox copies of the original title deeds of the said property for the purpose of investigation of Title. The inspection of the original documents can be taken at the place of safekeeping arranged by the Society. Till the entire project is completed, the Society will continue to take appropriate measures for safekeeping of documents.

c) It is duty of society that all the Members should vacate their respective premises on obtaining I.O.D. from the MCGM and it shall be also the responsibility of the Society to see that the Society shall not keep any outgoing dues and payables by the Society and/or its existing Members including municipal taxes, water charges, electricity charges, land revenue, lease rent, in respect of the said property in order that there shall be no impediment to the Developer in the course of Re-development and construction.



बदर - १८		
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 A. K. P.
 J. R. T.
 H. D. G.
 J. R. T.
 S. A. S.
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 S. A. S.

authority to obstruct the construction of the said multi storied building of the Society by the Developer in terms of this Agreement.

35. The Developer shall not directly or indirectly put any third party or prospective Purchasers of the Developer into possession of their share of newly constructed area and car parking or in any part thereof until and unless they shall have first complied with the following namely:-

- a) Offering to the Society or its Members physical possession of the newly constructed premises duly completed in all respect for fit-outs and or notice given in writing within expiry of 30 days thereof from the Occupation Certificate received.
- b) Paying the entire upto date of monthly compensation of transit/alternate accommodation as per Para (5) hereinabove; and

The Developer shall specifically draw the attention of all its prospective Purchasers of the aforesaid restrictions and covenants on the part of the Developer.

36. The Developer covenants with the Society:

a) That during the subsistence of this Agreement, the Developer will have license and authority to enter upon the said property and remain thereon for the purpose of construction and completion of the new building on the said property by bringing material for construction and contractors, supervisors, engineers, architects, workers etc. coming through them.

b) That save as provided in this Agreement, the Developer shall not be entitled to create or claim any right, title and interest or charge on the said property or transfer and/or assign any right of whatsoever nature accrued to him hereunder in favour of any third party without the prior written permission of the Society. The Developer will have the right to construct the new building and cannot transfer the Development Right to any third party.

c) Nothing herein contained shall constitute a Partnership or any Joint Venture Relationship between the Society and the Developer nor the Developer shall in any manner incur or create any obligation on behalf of the Members or the Society.

d) That the Developer shall be solely responsible for payment of taxes including under the Works Contract Act, Development Tax,



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[Signatures: S.D.P. Ginnal, P. Ginnal, H.D. Ginnal, A.K., etc.]

e) That the time for the payment of the consideration amount by the Developer to the Society and/or its Members as per the said Agreement which is set out there on shall be of the essence of the Contract;

f) The Developer agrees that he shall have no right, title and interest in the terrace flat/pocket terrace of the Member or of the open portion of the said new building. Save and except the flats with attached terrace/pocket terrace which shall belong to the Purchaser of the Flat out the free sale area of the developer.

38. Under no circumstances, either the Society or any of the Members will be required to contribute any moneys for the development/construction work. Developer indemnifies and shall furnish Indemnity Bond for the same to the Society.

40. Neither the Society nor any of the Members will be responsible in any manner for act of omission or commission of the Developer and the Developer alone shall be responsible for all its acts, representations, contracts, promises, assurances and omissions and indemnify the Society and Committee Members against that.

[illegible]

