

Receipt (Palm)

S13/4721

Thursday, April 07, 2022
6:08 PM

पावती

Original/Duplicate

नॉरणी क्र.: 39म
Rejn.: 39M

पावती क्र.: 5016 दिनांक: 07/04/2022

गावाचे नाव: विलेपार्ले

दस्तावेजाचा अनुक्रमांक: बर-17-4721-2022

दस्तावेजाचा प्रकार: डेक्कलपेट डेक्कीपेट

गादर कारणाच्या नावा: मेमर्स सेवत फोल्डर्स कॅम्पदखान एल एल सी चे पार्टनर फौजान अशरफ सान -

मोबिली फी

रु. 36000.00

इतर लागूकी फी

रु. 4600.00

पुत्राची सहायता: 230

एकूण:

रु. 34600.00

अपणाल मूळ दस्त, अवेनेन विट, सूची-२ क्रमांक
6:27 PM हा वेळेस मिळेल.

मल. कु. नि. का. अणेरी-6

वाजार मूल्य: रु. 101154000/-

मोबदला रु. 0/-

भरलेले मुद्रांक मूल्य: रु. 5176000/-

सर. दुष्पम निबंधक, अणेरी - ६
मुख्यालय तालुका जिल्हा.

1) देणकाचा प्रकार: DHC रकम: रु. 800/-

डीडी/प्रवादेश/पे ऑर्डर क्रमांक: 0704202209947 दिनांक: 07/04/2022

बँकेचे नाव व पत्ता:

2) देणकाचा प्रकार: DHC रकम: रु. 2000/-

डीडी/प्रवादेश/पे ऑर्डर क्रमांक: 0704202209731 दिनांक: 07/04/2022

बँकेचे नाव व पत्ता:

3) देणकाचा प्रकार: DHC रकम: रु. 2000/-

डीडी/प्रवादेश/पे ऑर्डर क्रमांक: 0704202209855 दिनांक: 07/04/2022

बँकेचे नाव व पत्ता:

4) देणकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/प्रवादेश/पे ऑर्डर क्रमांक: MH015095322202122M दिनांक: 07/04/2022

बँकेचे नाव व पत्ता:

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 11-04-22



MTR Form Number-6

बदर-१७/		
२७	१	२३०

Validity-unknown

18:23:07.15

Print Date 07-04-2022 06:23:02



D H C
Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0704202209947 Receipt Date 07/04/2022

Received from MS SEVEN FOLDS CONSTRUCTION LLP, Mobile number 0000000000, an amount of Rs.600/-, towards Document Handling Charges for the Document to be registered on Document No. 4721 dated 07/04/2022 at the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Suburban District.

Payment Details

DEFACED
₹ 600
DEFACED

Bank Name	PUNB	Payment Date	07/04/2022
Bank CIN	10004152022040709154	REF No.	370355514
Deface No	0704202209947D	Deface Date	07/04/2022

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

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४००७	२	२३०
२०२२		





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

Receipt of Document Handling Charges

PRN 0704202209855 Receipt Date 07/04/2022

Received from MS SEVEN FOLDS CONSTRUCTION LLP, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 4721 dated 07/04/2022 at the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Suburban District.

Payment Details

Bank Name PUNB Payment Date 07/04/2022

Bank CIN 10004152022040709059 REF No. 370354592

Deface No 0704202209855D Deface Date 07/04/2022

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

बदर-१७/		
१७२१	३	२३०
२०२२		



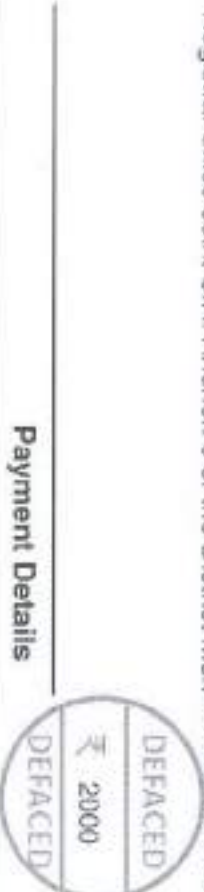


D H C
Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0704202209731 Receipt Date 07/04/2022

Received from MS SEVEN FOLDS CONSTRUCTION LLP, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 4721 dated 07/04/2022 at the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Suburban District.



Payment Details

Bank Name	PUNB	Payment Date	07/04/2022
Bank CIN	10004152022040708950	REF No.	370353833
Deface No	0704202209731D	Deface Date	07/04/2022

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

बंदर-१७/		
१७२१	४	२३०
२०२२		



बदर-१७/		
४७२९	५	२३०
२०२२		

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 07042022109855	Date 07/04/2022
Received from MS SEVEN FOLDS CONSTRUCTION LLP, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name PUNB	Date 07/04/2022
Bank CIN 10004152022M40709059	REF No. 370354592
This is computer generated receipt, hence no signature is required.	



बदर-२७/		
२०२२	६	२३०

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 0704202209731 Date 07/04/2022

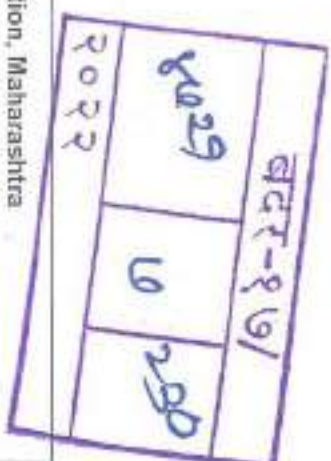
Received from MS SEVEN FOLDS CONSTRUCTION LLP, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Sub-urban District.

Payment Details

Bank Name	PUNB	Date	07/04/2022
Bank CIN	10004152032040708050	REF No.	370053833

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





Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 0704202203947 Date 07/04/2022

Received from M/S SEVEN FOLDS CONSTRUCTION LLP, Mobile number 0000000000, an amount of Rs.600/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Andheri 6 of the District Mumbai Sub-urban District.

Payment Details

Bank Name	PUNB	Date	07/04/2022
Bank CIN	10004102022040709154	REF No.	370355514

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





CHALLAN
MTR Form Number-6



GRN	MH015095302202122M	BARCODE	[Barcode]		Date	29/03/2022-11:34:56	Form ID
Department	Inspector General Of Registration	Registration Fee		Payer Details			
Type of Payment	Ordinary Collections IGR	TAX ID / TAN (If Any)					
Office Name	BDR18_JT SUB REGISTRAR ANDHERI 7	PAN No.(If Applicable)					
Location	MUMBAI	Full Name		SEVEN FOLDS CONSTRUCTIONS LLP			
Year	2021-2022 One Time	Flat/Block No.		FINAL PLOT NO 166 TFS II			
Account Head Details	Amount in Rs.	Premises/Building		CS NO 1611 AND 1617/1 to 15 VILE PARLE EAST			
		Road/Street					
		Area/Locality		MUMBAI			
		Town/City/District		MUMBAI			
		PIN		400 029			
		Remarks (If Any)		C1 0 2300			
		Second Party Name		MADHUR/UNU CHS LTD-			
		Amount In		Thirty Thousand Rupees Only			
Total		Words					
Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK					
Cheque/DD No.		Bank CIN	Ref No.	03006172022032300599			230322M627605
Name of Bank		Bank Date	RBI Date	29/03/2022-12:59:47			Not Verified with RBI
Name of Branch		Bank Branch	PUNJAB NATIONAL BANK				
		Scroll No., Date	Not Verified with Scroll				

Department ID: Mobile No.: 9833054816
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for document to be registered in Registrar office.
This challan should be used for registration of documents only. It should not be used for other purposes.



३) लेखक: वि. सु. सि., पूर्वी मार्ग पन्ना डा. ३०-३/ चतरगाव भुवनाग पारशी कुटुंबी / ०८६/३१९, डि. ४/१०/२००६

055773

NOT TRANSFERABLE

10 FEB 2022

10 FEB 2022

DELIVERED

24 MAR 2012

७६-१७/

8029

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230

2022

Case No.: ANJ / 1100400 / 135 / 2012

Lot Date:

Total D.C.

Amount

DELIVERED

012
24 MAR

25/12



Pupae:

Positioning



मुद्रांक जिम्हाधिकारी, अंधेरी तालुका, यांचे कार्यालय

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

जा.क्र.अभि/अतिम आदेश/ 1894/12 दिनांक - 4 MAR 2022
(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100900/133/2022 अन्वये पक्षकार M/S. Seven Folds Constructions LLP यांनी दिनांक 10/02/2022 रोजी Agreement For Re-Development चा संलग्न अभिनिर्णयकर्ता सादर केलेला आहे. सदर संलग्नमधील तपशिल खालील प्रमाणे.

Particulars	Description	बंदर-१/७/	१०	२३०
Date of Execution	Unexecuted			
Type of Document	Development Agreement			
The Society	Madhavkunj Co-op. Hsg. Soc. Ltd.			
The Developer	M/S. Sevenfolds Constructions LLP			
The Members	Ms. Rita S. Dikshit & Others			
Detail of the Property		२०२२		
Village	Vile Parle (East)			
C.T.S No	Final Plot No. 185 TFS - II, City Survey No. 1611 & 1611/(1) to (15)			
Society Registration No.	BOM/W-/KE/HSG/TC/9728/97-98			
Plot Area	750.00 sq.mtrs			
Members	12			
Zone 2021-22	35/183 Village - Vile Parle (East)			
Rate per sq.mtr	Rs. 1,04,650/-			
Land Rate	Rs. 2,00,090/-			
Flat Rate	Rs. 30,250/-			
Const. Cost	36 Months			
Completion period	Ch.E./DP34202012111291844, K/E/2020/111291849 Dated - 01/12/2020			
D.P Remark				

अभिनिर्णयकर्ता सादर केलेला दस्त हा Development Agreement चा प्रकराचा

असून दस्तात नमूद केल्यानुसार भिडकतीचे मालक (Society) हे विकासकस (Developers) सदरच्या दस्तान्वये विकसन हक्क प्रदान करित आहे. सादर केलेल्या दस्तात Schedule मध्ये मान्यता घतका नुसार 750.00 चौ.मी. असे नमूद केले आहे. सदरचा दस्त हा सोसायटी, सभासद व विकासक या तीन पक्षकार यांचे मध्ये झालेला आहे.

सदर दस्ताचे अवलोकन केले असता, असे दिसून येते की, सोसायटीच्या इमारतीमध्ये 12 सभासद असलेली "Madhavkunj Co-op. Hsg. Soc. Ltd." नावाच्या (G + 2) मजल्याची इमारत मोडकळीस आल्याने तसेच सदर भिडकतीमधील एकूण 12 सभासद व सोसायटीने

वदर-१७/		
५५२१	११	२३०
विकासकवरोवर इमारतीच्या पुर्नबांधणीच्या अनुषंगाने करावयाच्या विकासना संबंधी विकास करामागा (Development Agreement) केल्याचे दिसून येते. सदलिकाधारक सभासदांना २०२२ चेवीन क्षेत्र जलया क्षेत्रावर १००% वाढवून देण्यात येत आहे.		

विकासकवरोवर इमारतीच्या पुर्नबांधणीच्या अनुषंगाने करावयाच्या विकासना संबंधी विकास करामागा (Development Agreement) केल्याचे दिसून येते. सदलिकाधारक सभासदांना २०२२ चेवीन क्षेत्र जलया क्षेत्रावर १००% वाढवून देण्यात येत आहे.

प्रस्तुत विकासन करानाम्यानुसार एकूण १२ सभासदांच्या ताब्यातील क्षेत्र हे Annexure - ३ मध्ये नमूद केल्याप्रमाणे मूळ क्षेत्र ६१५०.२५ चौ.फुट कारपेट म्हणजेच ६८५९० चौ.मी. विल्टअप असून या क्षेत्राच्या बदल्यात विकासक रशीवासी सभासदांना मूळ कारपेट क्षेत्रावर १००% वाढीव बांधकाम रशिवसी वापराच्या सभासदांना नविन इमारतीमध्ये देत आहेत. १०८९८.५५ चौ.फुट रेशा कारपेट म्हणजेच १११४.१६ चौ.मी. विल्टअप नविन इमारतीमध्ये देणेत येत आहे. या शिवाय दस्तात नमूद केल्यानुसार भाडे, झाडशिप, शिफटीन चार्जस, पार्किंग, इ. विकासक सभासदांस देणार आहे. सदरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे. प्रकरणात मूळ सोसायटी रशिवसी सभासदांना त्यांचे ताब्यातील मूळ कारपेट क्षेत्रावर वाढिव देण्यात येणारे क्षेत्र हे १०० टक्के वाढिव देण्यात येणारे क्षेत्र हे वाढिव क्षेत्र ३५ टक्के देय फंजिबल क्षेत्रा पेक्षा जास्त असल्याने त्यावर परिपत्रक क्र. का-१५/परिपत्रक/मूल्यांकन/३५१ दिनांक. ३१/०३/२०१८ नुसार अटि क्र (X) लागू होत आहे. सदर भिळकतीस दस्तात नमूद केल्यानुसार १८.३० मी. रंटीवा विकास रस्ता उपलब्ध होत असल्याने सदर भिळकत क्षेत्रात ०.४० रोड विल्टअप टि.डी.आर अनुज्ञेय होत आहे म्हणजेच सदर भिळकत क्षेत्रात ३५ टक्के देय फंजिबल रशिवसी ३.२४ घटई निर्देशांक अनुज्ञेय होत आहे मार्गदर्शक सुचना क्र.२१ (ब)(X) नुसार फंजिबल रशिवसी ०.५० टक्के शिघरात घेण्यात येत आहे. त्यानुसार प्रकरणात शिघरियम शिघरियत करण्यात येत आहे. सदर भिळकतीचा विकास RERA नियमानुसार होणार असल्याने विल्टअप क्षेत्र मा. नोंदणी महानिरीक्षक यांचेकडील परिपत्रक क्र. जा.क्र.का-१५/परिपत्रक/रेशा/ कारपेट रशिया/३ दि. ०२/०१/२०१८ नुसार घेण्यात येत आहे. तसेच सदर झुण्ड Corner Plot असल्याने अंमलबजावणी सुचना क्र.३२ नुसार दरत १०% वाढ देणे आवश्यक आहे.

सदर दस्तात नमूद केल्याप्रमाणे बांधून द्यावयाचे क्षेत्र शिघर करून दस्तात Schedule मध्ये नमूद केल्यानुसार मालमत्तेचे क्षेत्र ७५०.०० चौ. मी. क्षेत्र व रस्ता रंटीने बांधित होणारे क्षेत्र शिघरात घेऊन प्रकरणी मूल्यांकन सन २०२१-२२ चे बाजारमूल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

Development Agreement (Completion Period 36 Months)					
ADI- 133-2022	Land	Flat	Office	Shop	Const. Cost
2021-22	104,650	200,090			30,250
Add 10% For Corner Plot	115,115				
Zone : Village - Vile - Parle (East)	36183				
Net Plot area	750.00	squarers			
Existing area (Annexure 1)		Existing Construction	Total Construction		
No. of Society Members	12	6150.25	685.90		
		Area of Land (sq. ft.)	Existing Building		



New Area Additional 100% (RERA Annexure - J)		10898.55	1114.16		
Permissible Area	750.00	X	3.24	=	2430.00
Permissible / Potential Type of FSI		Area in Sq.mts.	X Total Rate	X Verification	= Total Value of Rs.
Existing Basic 1	750.00	115.115	1.00		86,336,250
Available TDR 1	750.00	104.650	0.50		39,243,750
Road width TDR (0.40)	300.00	104.650	0.50		15,697,500
Fungible FSI (750.00 + 750.00 + 300.00 = 1800.00 sq.mtrs)					
(1800.00 x 0.35 = 630.00 sq.mtrs.)					
1,800.00	630.00				
Free Fungible (on existing area) (685.90 x 0.35 = 240.07)	240.07	104,650	1.00		25,122,857
Changing Premium (630.00 - 240.07 = 389.93)	389.93	104,650	0.50		20,403,322
Total	7,430.00				186,803,678
Average Rate	Total Value/Total area	76873.94			
Market Value I	Balance Area = Total permissible area - New area given to Society members)	Balance Area * Average Rate			
	2,430.00	1114.16	=	1,315.84	sq.mtrs
		Balance Area * Average Rate			
		1,315.84	76873.94		101,153,497
		Value of Developers area is Market Value is i.e. Rs			101,154,000
Accommodation					Amount in Rs.
1. Area given to Society members	1114.16	30250	1.05		33388635
2. Corpus Fund (Pag No.17, Para No. 8.3c)	6150.25	1500			9225375
3. Temporary Alternate Accommodation/Rent (Pag No.17, Para No. 8.3a)					
For 1st 12 Months	6150.25	100	12		7380300
For 2nd 12 Months	6150.25	107	12		7896921
For 3rd 12 Months	6150.25	114	12		8449705
4. Shifting Charge (Pag No. 17, Para No. 8.3b)	15000	12			180000
5. Hardship Compensation (Pag No.17, Para No. 8.3g)	6150.25	100			6150025
6. Brokerage (Pag No.17, Para No. 8.3g)	6150.25	100			6150025
7. Existing Area of the Flat Members 685.90 sq.mtrs x 1.35 = 925.96 (2). New Area Given For members 1114.16 sq. mtrs (3) Additional Area of the Flat members = 1114.16 - 925.96 = 188.2 mtrs Premium will be Applicable on such area	188.20	104,650			9847565
8. Car Parking (Pag No. 18, Para No. 8.5)	13.75	30250			1,247,813

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9847565	





CHALLAN
MTR Form Number-5



GRN	MH01508475902122M	BARCODE	Date		23/03/2022-11:31:13	Form ID
Department	Inspector General Of Registration	Payer Details				
Type of Payment	Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudication Socs	TAX ID / TAN (if Any)				
Office Name	C&A_COLLECTOR OF STAMPS ANDHERI	PAN No.(if Applicable)				
Location	MUMBAI	Full Name	SEVEN FOLDS CONSTRUCTIONS LLP.			
Year	2021-2022 One Time	Flat/Block No.	FINAL PLOT NO 189 TFS II			
Account Head Details	Amount In Rs.	Premises/BUILDING	GS NO 1811 AND 1814/I to 15 VILEPARLE EAST			
0030050001 Amount of Tax	5176000.00	Road/Street	MUMBAI			
		Avenue/Locality				
		Town/City/District				
		PIN				
		Remarks (If Any)	ADJUT 100900V13X/2022			
			<div>2022-2191</div> <div>8029 92 230</div> <div>2022</div>			
Total	₹ 5176000.00	Amount In Words	Fifty One Lakh Seventy Six Thousand Rupees Only			
Payment Details	PUNJAB NATIONAL BANK	FOR USE IN RECEIVING BANK				
Cheque/DD No.		Bank CIN	Ref. No.	03D0G1720220322000500 230322IMCZ3856		
Name of Bank		Bank Date	HBI/Date	23/03/2022-12:58:55 Not Verified with RBI		
Name of Branch		Bank Branch	PUNJAB NATIONAL BANK REGISTRATION AND			
		Serial No., Date	Not Verified with Serial			

Department ID:
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered documents.
Date upon which Gujarat Finance Departmental stamp shall + stamp of the District Registrar Office will be

Mohali
06-06-2018



Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1		000728059202122	23/03/2022-17:09:52	HGR240	5176000.00
Total Defacement Amount					51,76,000.00

AGREEMENT FOR RE-DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made and executed at Mumbai on this 31 day of February, 2022;

MARCH

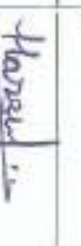
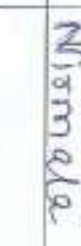
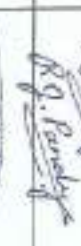
BETWEEN

MADHAVKUNJ CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society registered under the provisions of the Maharashtra Co-operative Housing Societies Act, 1960 and bearing Registration No. BOM/W-KE/HS6/TC/9728/97-98 dated 26th September 1997 and having its registered office address at Madhavkunj, Final Plot No.185 (part), Dixit Road, Vile Parle (East), Mumbai - 400 057, hereinafter called "**THE SOCIETY**" (which expression shall, unless it be repugnant to the meaning thereof shall mean and include its successor) **PART;**

AND

M/S. SEVEN FOLDS CONSTRUCTIONS L.L.P. a partnership firm, through its partners Mr.Fauzaan Ashraf Khan and Mr.Sandeep SatishKumar Saboo, Indian Inhabitant, having office at 807, Sri Krishna, Opp. Laxmi Industrial Estate, New Link Road, Andheri (West), Mumbai 400 057 hereinafter called "**the Developer**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the partners partners for the time being of the said firm, the survivors or survivors of them and the heirs, executors and administrators of the surviving partner, and their assigns) of the Other Part;

AND

SR.NO.	UNIT NO.	NAME OF THE MEMBER.	SIGNATURE
1	FLAT NO.1	PAVANKUMAR SANWARIA REALTY PVT.LTD.	
2	FLAT NO.2	PAVANKUMAR SANWARIA REALTY PVT.LTD.	
3	FLAT NO.3	MS. RITA S. DIKSHIT	
4	FLAT NO.4	MR. SUNIL M. GUPTA	
5	FLAT NO.5	MR. RAMESH HETAMSARIA & MRS. NIRMALA HETAMSARIA	
6	FLAT NO.6	MR. V. SHARMA	
7	FLAT NO.7	MRS. SUNANDA V. AGARWALA	
8	FLAT NO.8	MR. SHASHIKANT R. PATEL & MRS. ROOCHY J. PANDYA	
9	FLAT NO.9	PAVANKUMAR SANWARIA REALTY PVT.LTD.	
10	FLAT NO.10	MRS. SUNANDA V. AGARWALA	

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 Pankaj Sanwaria
 Rita S. Dikshit
 Sunanda Agarwala

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२०२२		

रकम धुबे १६ १६१

3240

Plot Area = 750 sq. mtrs
 mu-PS, 10, 11, 54, 000 L
 Certificate u/s 32(1) (b) of the Bombay
 Stamp Act, 1958. Rs 2,36,25,500 L

Office of the
 Collector of Stamps
 Case No. Adj. 1107900/133/2022
 Date 10-3-2022

Received from Shri. M/s. Seven Folds Constructions LLP.
 residing at
 stamp duty of Rs. (११,५६,०००/-) Rs. Fifty one Lakh Seventy Six
 Thousand only
 vide challan No. १३३ Dated
 Certified under Section 32(1) (b) of the
 Bombay Stamp Act, 1958 that the full duty
 of Rs. ११,५६,०००/- Rs. Fifty one Lakh Seventy Six
 thousand only has been paid and article No. 51 (g) &
 of schedule.

This certificate is subject to the provisions
 of section 53-3 of the Bombay Stamp Act, 1958.

Place: Bandra

24 MAR 2022
 Collector of Stamps
 Bandra

8-MH01509449520202201
 dt 23-3-2022
 Def. No. 20072980592022
 dt 23-3-2022

"This certificate is issued as per provisions
 of Bombay Stamp Act 1958. Provided that
 if this adjudicated instrument is presented
 before Registering Authority, the Registrar's
 Authority will have to pay the duty as per
 as per prov"



11	FLAT NO.11	PAVANKUMAR SANWARIA PVT.LTD.	REALTY	
12	FLAT NO.12	MR. KASHYAP S. VATANDAR		

all are of Mumbai Inhabitants, India and are residents of MADHAVKUNJ CO-OPERATIVE HOUSING SOCIETY LIMITED, Final Plot No.185 (part), Dixit Road, Vile Parle (East), Mumbai - 400 057. ALL PERSONS listed hereinabove are collectively referred to as "EXISTING MEMBERS/CONFIRMING PARTY" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include and include their respective heirs, executors and administrators) of the said PART;

WHEREAS:

A. Mr. Arvind M. Poddar and Sanjay M. Poddar were the Owners of and absolutely seized and possessed of or otherwise well and sufficiently entitled to a building known as "Madhav Kunj", along with land - being 750 sq. meters and its appurtenant land or thereabouts lying being and situated at 93, Dixit Road (at the corner of Dixit Road and Shradhanand Road) Vile Parle (East), being part Final Plot No.185, T.P.S. - II, City Survey No. 1611 and 1611/ 1 to 15, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban. A more particular description of the said property is given in the Schedule hereunder written (Hereinafter referred to as "the said Property").

B. Mr. Arvind M. Poddar and Sanjay M. Poddar the owners of the said Property, which was on or about August 1952 known as Madhav Kunj on the said Property, and sold Residential Units to the then Tenants of Madhav Kunj.

The said Purchasers had formed a Co-Operative Housing Society, having Registration No. BOM/W-KE/HSG/TC/9728/97-98 dated 26th September 1997 and having its registered office address at MadhavKunj, Final Plot No.185 (part), Dixit Road, Vile Parle (East), Mumbai - 400 057 being the Party of the First Part/SOCIETY herein.

D. Mr. Arvind M. Poddar and Sanjay M. Poddar conveyed the said Property to the Society herein vide Deed of Conveyance dated 10th April 1998, and the same was duly registered with Sub-Registrar of Assurances at Mumbai under Serial Number BB/12247/98, On 1st October 1998.

E. In the premises aforesaid, the Society is the Owner of the said Property and absolutely seized and possessed of or otherwise well and sufficiently entitled to the same which is more particularly described in the Schedule hereunder written. Hereto annexed and marked a Copy of Society Registration Certificate as Annexure



 2  Nirjala R. D. Vankar 3.5.2003

"A", the copy of the Index II of the said Property hereto marked as Annexure "B-1". And property card is attached herein as Annexure "B-2"

F. The said Society Building consists of Ground + 2 Upper Floors and has 12 residential flats and the members are in occupation and possession of their respective flats as more particularly set out in the list annexed and marked as Annexure "C".

G. The Assistant Assessor and Collector of "K-E" Ward has been assessing the said Property under SAC No. KE0107520020000. A copy of assessment bill of the same is annexed and marked as Annexure "D" hereto.

H. A part of the said property admeasuring 134.54 sq.mtrs. falls within the set back line for road widening which was taken over by the Local Authorities.

I. The said Society Building was constructed in the year 1952 and the age of building is more than 70 years old and the same is structurally weak and in dilapidated condition and the Members of the Society came to a conclusion after the discussions amongst themselves that they should re-develop the Society building and by taking the advantages of the provisions under the Development Control and Promotional Regulations 2034 (DCPR 2034) with respect to TDR/FSI/FUNGIBLE FSI, Road FSI/ setback FSI/ Premium FSI etc., and they have also been advised that they should demolish the existing Building Structure and re-construct a new Building on the said property by utilizing the plot-FSI as well as by bringing TDR/FSI/FUNGIBLE FSI or any other form of FSI from outside.

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J. In view of the same, the Society decided to undertake the option of re-developing their building by demolishing the existing building structure and erecting a new building, rather than repair the building so as to avoid incurring huge cost and expenditure necessary to carry out repairs for the same.

K. The entire Scheme of re-development is based on total FSI/FUNGIBLE FSI and any other form of FSI/TDR being utilized to its full potential as per the Development Control and Promotional Regulations 2034 (DCPR 2034). The Society however, was not in a position to carry out the said work of demolition and re-construction of the Building due to lack of technical knowledge, know-how and funds. Therefore, it was decided that the society shall appoint a Developer to Re-develop the said Property

L. The Society under the current laws entitled to free fungible FSI of 35% of Built up Area over above their authorized Built up area as per O.C. plan of the said building.



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Nirmala

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S.A. S.A. S.A.

Several Developers gave their proposals, which were duly scrutinised by the Society and the Proposal of the Developer herein ~~viz.~~ SEVEN FOLDS CONSTRUCTIONS LLP was found to be the most appropriate and beneficial to the Society and its Members.

O. The Society has represented to the Developer herein that there is no outstanding claim, right, charge, encumbrances, title and interest in, on and over the development of the said Property, till the execution of these presents.

The parties hereto have negotiated and settled the terms and conditions which they are desirous of putting the same in writing and as appearing hereinafter;

Members' Entitlement shall always be as per the "Annexure J" attached herein along with common areas and car parking allotted to the existing members remaining area other than Members' Entitlement shall be referred to as the Developer's Entitlement.

Peretti
Nirvana
S. A.
S. A.
R. P.
H.
S. A.
S. A.

1. RECITALS, ANNEXURES & SCHEDULES TO FORM PART OF THIS AGREEMENT FOR RE-DEVELOPMENT

It is agreed and recorded by and between the Parties hereto that the Annexures and Schedules annexed hereunder and the recitals recited hereinabove are an integral part of this Agreement for Re-Development and shall be treated as forming an integral part of this Agreement for Re-Development as if the same are incorporated herein verbatim.

2. DISCLOSURES BY THE SOCIETY & EXISTING MEMBERS TO THE DEVELOPERS

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In addition to the disclosures as set out in the recitals above, the Society and the Existing Members hereby jointly and severally represent, warrant, declare, covenant and confirm with the Developers that:

- All that is stated in the recitals hereinabove is true and correct;
- The Society is the absolute owner and well and sufficiently seized and possessed of the said Property;
- That no charge, security, mortgage, lien, or encumbrance in respect of the said Property or any flats thereof has been created and no claims or demand are received till date with respect thereof. In the event any charge, security, mortgage, lien, or encumbrance in respect of any Flats is created, the respective owner of such flat will obtain NOC from the charge holder/s prior to the Developers obtaining full IOD (Intimation of Disapproval) for the purpose of re-development as contemplated herein.



- There is no order of attachment before or after judgment and/or order of injunction passed by any Court and/or prohibitory order passed by any Government, Semi-Government Authority whereby the rights of the Society in the said Property is challenged or whereby the Society is restrained from re-developing the said Property or granting the said redevelopment rights for re-development of the said Property as is being done by virtue of these presents;



- The Society has duly paid and discharged in full all the dues and liabilities in respect of the said Property viz., such as the municipal taxes, NA Tax, out goings and maintenance charges, Income Tax, GST, all statutory and/or contractual dues etc. and shall continue to pay the same upto the date of the last Existing member vacates his/her Existing Premises and the Society hands over the charge and vacant possession of the said Madhav Kunj Building to the Developer for demolition and re-development thereof.

- That neither the Society nor any one claiming by, through, under or in trust of them have committed and/or omitted or done any act, deed, matter or thing whereby peaceful possession occupation and enjoyment of the said Property or any part thereof and/or any other rights and benefits in respect thereof may become or may be

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[Handwritten signatures and text: S.A., S.A., R. D. Mesh, S.S. Kumar, Nirmala, H]

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Notice for acquisition or requisition of the said Property or any part thereof		

not pre-emptively affected and/or are encumbered in any manner That no notice for acquisition or requisition of the said Property or any part thereof has been issued whereby the Society is restrained from granting the re-development rights for the said Property as is being done by virtue of these presents and nor is the FSI / unutilized FSI or benefit of using or consuming the same is affected in any manner whatsoever.

(e) In the circumstances as described herein the title of the said Property in the hands of the Society is clear and marketable and free from all encumbrances and reasonable doubts of any nature whatsoever (subject to the possession of the said members).

(h) There are no proceedings pending under the provisions of Income-tax Act, 1961 and/or under any other law before any court, whereby the Society is restrained from re-developing the said Property and/or granting the re-development rights in respect of the said Property as is being done by virtue of these presents.

(i) The said Property is affected by road set-back area 134.54 sq. mtrs. which has been taken over by local authorities or any reservations under the Town Planning Scheme or under the Development, P There are no encroachments on the said Property.

(j) The Existing members (except Vikram and Vineet Sharma) of the Society who are signing this Agreement for Re-Development have unanimously consented to the re-development of the said Property and granting of re-development rights of the said Property to the Developers herein and shall execute and register such further and other Agreements, Affidavits, Declarations, as and when required and shall handover quiet, vacant and peaceful possession of their respective Premises in terms of this Deed. The Developer is aware of the fact that original title deeds in respect of the Society's Property are not traceable and that one of its member Mr. Vikram and Vineet Sharma are not traceable and their flat is locked, unutilized for several years. Both the parties hereto shall take appropriate steps against Vikram and Vineet Sharma, so that Re-development work can continue and complete within time bound period.



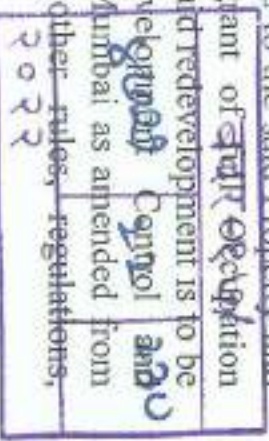
(k) That the Society has not agreed to assign and/or transfer and/or assign any Re-development agreement or any other agreement or arrangement of whatsoever nature with any other person or persons by sale, lease, let, covenants, mortgage, lien, charge, re-development rights, etc and that the Society is competent and entitled to grant the re-development rights to the Developer herein in respect of the said Property and the Society hereby indemnifies the Developer from time to time and at all times against any such claim or demand, if any, of any nature whatsoever;

(l) The Plot of the Society forms part of a larger plot having CTS No.1611,1611/1 to 15, final plot 185 and is not sub-divided.

3. APPOINTMENT AS DEVELOPER

Development
Nirmala
R.D. Nishy
H
5.5.5.5
5.5.5.5

- (a) In terms and conditions mentioned herein the Society and the Existing Members hereby appoint the Developers as the developer, which appointment has been accepted by the Developers hereby, to re-develop the said Property by demolishing the said Madhav Kunj Building and constructing in place thereof a new building tentatively comprising of one or more levels of mechanized / pit / stilt / podium and such upper habitable floors, subject to planning constraints, which building shall have residential and commercial premises ("the New Building") by utilizing the said Floor Space Index (as defined in Clause 3(c) below) fungible FSI of the Society as also all the direct and indirect benefits and advantages attached to the said Property and available on the said Property till the grant of ~~Full Occupation~~ Certificate of the New Building. The aforesaid redevelopment is to be undertaken in accordance with the ~~Development Control and~~ Promotion Regulations, 2034 for Greater Mumbai as appended from time to time ("DCPR, 2034") and all ~~other rules, regulations,~~ notifications etc. applicable thereunder.



- (b) Agreed that the entire redevelopment of the said Property as envisaged herein shall be carried out in accordance with the DCPR, 2034, as may be modified and other acts, laws, rules and regulations as applicable from time to time.



For development of the said Property, the Developers shall be entitled and undertake at its costs (i) to apply for and obtain, in the name of the Society, the required sanctions and permissions from all the concerned authorities for sanction of plans, commencement and completion of the construction of the building/s and all other necessary sanctions and permissions from all the concerned authorities for commencement and completion of the construction on the said Property; (ii) To apply for and obtain necessary approvals from the railway, aviation, Tree Authorities, Hydraulic Engineers, Chief Fire Officer, Chief Engineer of Road, S. W. Drain, RTO, MTNL, MGL, Collector of Mumbai, Environment Authority etc. (wherever it is necessary) and to comply with all the terms and conditions that may be imposed from time to time during the course of redevelopment of the said Property and deposit paid by the society/member in respect of the Telephone, Electricity, Gas Authority, etc shall be adjusted against the amount of deposit payable in respect thereof. (ii) to arrive at necessary understandings and agreements with the said existing members of the said Property and obtain possession of their premises from them (iv) to demolish the existing structure on the said Property and to commence and complete the construction work on the said Property as per approved sanctioned plans; (v) to construct residential and commercial, structures, stilt, basement and podium parking etc. as may be permissible; (vi) to use the entire FSI of the said Property, premium FSI and additional FSI by Transfer of Development Rights (TDR) and enhanced FSI as per the existing Development Control Rules and Regulations and other relevant rules as applicable and to use and consume the same by putting up construction as also to consume all direct and/or indirect benefits available on the said Property and attached to the said property; (vii) to sell the newly constructed premises (save and except



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the area allotted to the Existing Member Entitlement /Occupants as (viii) to do and carry out all other incidental acts, deeds and/or things required for the complete and proper development of the said Property. All the increased, additional and further FSI, other benefits directly and/or indirectly attached to the said Property and TDR available and/or made available in respect of the said Property till the grant of the full Occupation Certificate is received by the Developers and shall be used by the Developers for their own benefit without payment of any further consideration to the Society.

(e) The new premises to be handed over to the Existing Members as provided herein are described in Annexure 'J' hereto.

(e) The Developers shall redevelop the said Property by lawfully utilizing the entire base, inherent, incentive, fungible, and the layout FSI and/or TDR or by whatever name it may be called in future, which can be loaded on the said Property as also all the direct and indirect benefits and advantages attached to the said Property and available on the said Property till the grant of full Occupation Certificate of the New Building under the DCPR, 2034 and other applicable laws ("Floor Space Index") after demolishing the Existing Buildings standing on the said Property and reconstructing New Building thereon by using such Floor Space Index and save and except the New Premises to be handed over to the Existing Members in accordance with this Agreement for Re-Development, the Developers shall be entitled to sell, deal with and dispose-off balance constructed premises that may be available in the New Building (hereinafter referred to as the "Free Sale Premise/s"). The Free Sale Premises in the New Building shall be residential and commercial only. It is agreed by and between parties hereto that, the possession of their respective flats first will be offered and thereafter the flats of free sale premises will be handed over to the prospective purchasers in the New building.

Agreed and recorded by and between the Parties hereto that in the event if the development potential (by whatever name called) in respect of the said Property is increased beyond the existing potential available i.e. 3.24, by virtue of change in government policy, then in this event, all such benefit till the issuance of full Occupation Certificate by the Municipal Corporation of the New Building shall be shared between the society and the said developer on 50:50 ratio subject to cost deductions..

(e) The Developer shall provide the pure carpet area and RERA carpet area to the Existing Members as per the RERA Act as mentioned in 'Annexure J'.

4. GRANT OF LICENSE TO ENTER UPON AND RE-DEVELOP THE PROPERTY BY THE SOCIETY TO THE DEVELOPERS

On registration of this Agreement for Re-Development, the Society hereby grants a license to the Developers to enter upon the said Property to install a portable container site office and for putting up



[Handwritten signatures and initials]
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and/or erecting sign boards upon the said Property, to carry out soil testing, surveys and all such things as may be required to be done till the approval of the Plans and also issue advertisements including the advertisements in newspapers as may be deemed fit by the Developers announcing the construction of building by them on the said Property in accordance with the provisions of RERA under the Real Estate (Regulation and Development) Act, 2016, and to commence and carry out the re-development of the said Property ~~in accordance with the provisions of this Agreement for Re-Development~~ ^{in accordance with the provisions of this Agreement for Re-Development} ~~from the date of~~ ^{from the date of} creating nuisance or disturbing the existing structure.

5. OBLIGATIONS OF THE SOCIETY

Agreed that it shall be the sole and exclusive responsibility and liability of the Society, *inter-alia*, to fulfill the following obligations at their own costs, charges and expenses without any reference or recourse to the Developers herein;

- (a) The Society shall endeavor to get all Existing members vacated their respective premises for the purposes of redevelopment of the said Property. In case any proceedings or litigation is initiated by or against any Existing members (who whether or not has signed this Agreement for Re-Development) for vacating their respective premises, then the entire costs of such litigation shall be recovered by the Developer from the Displacement Compensation and/or any other amount payable to such Existing member against whom such litigation is initiated.



- (b) In addition to the recovery of the costs mentioned in sub-clause (a) above, if any Existing Member does not vacate his/ her existing premises and due to him/ her the development work is delayed then the Developers shall be entitled to recover, from such defaulting member and such Defaulting member shall be liable to pay to the Developer an amount of Rs. 10,000/- (Rupees ten thousand only) per day for the period of delay, and such amount shall be recovered by the Developers from such Existing Member's Displacement Compensation and/or any other amount payable to such member.



- (c) In the event the Displacement Compensation and/or any other amount payable to such member is not sufficient to recover such amounts mentioned in sub-clause (a) and (b) above, then such Existing Members shall pay to the Developers the differential amount, failing which, notwithstanding anything to the contrary, the Developers shall not hand over the New Premises belonging to such Existing Member till such time the aforesaid amounts are paid to the Developer. Further agreed between the Parties that if the Existing Member fails to pay the differential amount as aforesaid, the Developer shall be entitled to sell the New Premises allotted to such Existing Member and recover such differential amount as aforesaid.

- (d) The Society have represented that they have not created any charge, security, mortgage or encumbrance in respect of the said Property and no claims or demand are received till date with respect to the said

Signature: *[Signature]* Name: *Nirmala* Date: *2029 22 230*