CHALLAN
MTR Form Number-6

GRN MH001699407202223E	BARCODE	Date 10/05/2022-16:58:34	Form ID 25.1

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	KRL4_JT SUB REGISTRAR KURLA NO 4	Full Name	MEHTA AND SHIRODKAR DEVELOPERS
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS NO. 10, VILLAGE MULUND EAST
Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Registration Fee	30000.00	Road/Street	GANESHDHAM CHS LTD
		Area/Locality	MULUND EAST, MUMBAI
		Town/City/District	
		PIN	4 0 0 0 8 1
		Remarks (If Any)	SecondPartyName=GANESHDHAM CHS LTD~
Total	30,000.00	Amount In Words	Thirty Thousand Rupees Only

करल ४
१०२५ | ९ | दर८
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Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	6910333020220510077742	2745394492
Cheque/DD No.		Bank Date	RBI Date	10/05/2022-16:59:30	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. : 7039411234

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

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

Print Date 10-05-2022 04:59:41

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 10052022212820	Date 10/05/2022

Received from MEHTA AND SHIRODKAR DEVELOPERS, Mobile number 7039411234, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered in the Sub Registrar office Joint S.R. Kurla 4 of the District Mumbai Sub-urban District.

करल ४
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Payment Details	
Bank Name IBKL	Date 10/05/2022
Bank CIN 10004152022051011522	REF No. 2762177892

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

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 10052022212965	Date 10/05/2022

Received from MEHTA AND SHIRODKAR DEVELOPERS, Mobile number 7039411234, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered in the Sub Registrar office Joint S.R. Kurla 4 of the District Mumbai Sub-urban District.

Payment Details	
Bank Name IBKL	Date 10/05/2022
Bank CIN 10004152022051011559	REF No. 2762178786

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

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 10052022212893	Date 10/05/2022

Received from MEHTA AND SHIRODKAR DEVELOPERS, Mobile number 7039411234, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered in the Sub Registrar office Joint S.R. Kurla 4 of the District Mumbai Sub-urban District.

Payment Details	
Bank Name IBKL	Date 10/05/2022
Bank CIN 10004152022051011587	REF No. 2762178678

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

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 10052022214472	Date 10/05/2022
Received from MEHTA AND SHIRODKAR DEVELOPERS, Mobile number 7039411234, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R. Kurla 4 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name IBK.	Date 10/05/2022
Bank CIN 10004152022051013074	REF No. 2762203722
This is computer generated receipt, hence no signature is required.	

कुरला ४
१०/५/२०२२

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 10052022214512	Date 10/05/2022
Received from MEHTA AND SHIRODKAR DEVELOPERS, Mobile number 7039411234, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R. Kurla 4 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name IBKL	Date 10/05/2022
Bank CIN 10004152022051013113	REF No. 2762204588
This is computer generated receipt, hence no signature is required.	

मुद्रांक जिल्हाधिकारी, कुर्ला यांचे कार्यालय

तळमजला,नविन प्रशासकीय इमारत,आर.सी. मार्ग,चेंबूर मुंबई-७१

जा.क्र/ मुजीकु / आदेश / 1930 / 22 दि. 27/04/22

(महाराष्ट्र मुद्रांकअधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100901/210/2022/k अन्वये पक्षकार M/s Mehta and Shirodkar Developer यांनी दिनांक 31/03/2022 रोजी **Redevelopment Agreement** चा दस्त अभिनिर्णयाकरीता सादर केलेला आहे. सदर दस्तातील तपशिल खालील प्रमाणे

Particulars	Description
Date of execution	28/03/2022
Type of Document	**Redevelopment Agreement**
The Society	Ganeshdham CHS Ltd
The Developer	M/s Mehta and Shirodkar Developer
Detail of the Property	
Village	Mulund E
Taluka	Kurla
Plot Area	5513.00 Sq.Mtrs.
C T.S No	CTS No. 10, Village Mulund E
Zone 2022-23	124/570 Mulund E
Rate per sq.mtr	
Land Rate	Rs. 65,670/-+ 10% = Rs.72,237/-
Const.Cost	Rs. 30,,250/-
Flat Rate	Rs. 1,39,250/-

कुर्ला ४
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संबंधित दस्ताबाबत सहाय्यक नगर रचनाकार यांनी खालील प्रमाणे अहवाल सादर केला आहे

अभिनिर्णयाकरीता प्राप्त झालेला उपरोक्त दस्त् हा Development Agreement चा दस्त् असुन निष्पादित झालेला आहे. दस्ताचे अवलोकन केले असता असे दिसुन येते की, दस्तात नमुद Sheduled नुसार भुखंडाचे एकुण क्षेत्र ५५१३.०० चौ.मी आहे. सदर जागेवर सोसायटीची जुनी इमारत असुन त्यामध्ये एकुण ११२ सदनिका आहेत. सोसायटी सदर दस्ताद्वारे सदर मिळकतीचे विकसनाचे अधिकार विकासकास देत आहे. दस्तात नमुद केल्यानुसार सभासदाच्या ताब्यात एकुण ५०८५.९५ चौ मी अस्तित्वातील बाधिव क्षेत्र असुन सदर सदनिकेच्या मोबदल्यात, विकासक नविन इमारतीमध्ये सभासदास एकुण ६२०२१.०० चौ.फुट कारपेट म्हणजेच ६९१६.८४ चौ मी बाधिव क्षेत्र विनामुल्य देणार आह, तसेच ११२ कार पार्कीग देणार आहे. दस्तात नमुद केल्यानुसार विकासक सभासदाना भाडे , बॉकरेज व शिफ्टींग चार्जेस इत्यादी देणार असल्याचा उल्लेख आहे

दस्तासोबत अर्जदार यांनी बृहन्मुंबई महानगरपालीकेचा D P Remarks व त्यासोबत असलेला block Plan जोडलेला असुन त्याचे अवलोकन केले असता दस्तातील मालमत्ता ही १८.३० मी या अस्तित्वातील रस्त्यावर स्थित असल्याने प्रचलित मार्गदर्शक सुचना क्रमांक ३२ नुसार वार्षिक मुल्य दर तक्यातील जमिन दराच्या ११०% दर विचारात घेणे आवश्यक आहे व बृहन्मुंबई महानगरपालिका सुधारीत विकास नियंत्रण नियमावली – २०३४ मधील नियम क्रमांक ३०, टेबल क्रमांक १२ नुसार FSI अनुज्ञेय राहील-

उपरोक्त् बाबी विचारात घेता भुखंडधारक मिळणा-या बांबीचे मुल्य् हे जमिन मालकास मिळणा-या हिश्श्याचे मोबदल्याचे मुल्य् म्हणुन विचारात घेणेत येत आहे. तसेच सदर भुखंडावर

मुद्रांक जिल्हाधिकारी कुर्ला

अनुज्ञेय असलेला मुळ FSI, TDR आणी Fungible FSI विचारात घेवुन त्यानुसार भुखंडावर अनुज्ञेय होणारे बांधकामातुन भुखडंधारक यांना विनामोबदला मिळणारे बांधकाम क्षेत्रा वजा जाता विकासकास विक्रीसाठी उपलब्ध क्षेत्राचे जमिनदराने येणारे मुल्य हे विकसनकर्ताला मिळणा-या हिश्याचे मुल्य म्हणुन विचारात घेणेत येत आहे. वरील दोन्ही मुल्यापैकी जास्तीचे मुल्य हे या दस्ताचे मुल्य बाजारमुल्य म्हणुन विचारात घेणेत येत आहे.

सबब प्रस्तुत प्रकरणी बाजारमुल्य मार्गदर्शक सुचना व सन २०२२ -२३ नुसार मुल्यांकन खालीलप्रमाणे

Net Plot Area **5513.00**

Permissible FSI (AS PER DCPR 2034, RULE 30 TABLE 12)- 2.40

Permissible Builtup area 13231.20

Fungible FSI (35%) 4630.92

Permissible Builtup area - 17862.12

		Builtup area (Sq.mt)			Value in Rupees	
Basic 1 FSI	5513.00	5513.00 X	72237			₹ 39,82,42,581
Premium Paid Addl.FSI	2756.50	2756.50 X	72237	x	0.65	₹ 12,94,28,83
TDR	4961.70	4961.70 X	72237	x	0.65	₹ 23,29,71,910
Fung.FSI	4630.92	4630.92 X	72237			₹ 33,45,23,768
Total	17862.12					

Less Value of Fungible FSI premium ₹ 1,09,51,67,098 A

4630.92 - 5085.95 x 35% = 1780.08 ₹ 6,55,29,131 B

2850.84 x 65670 x 35%

TOTAL VALUE ₹ 102,96,41,967

Nos of society member 112

Area retained by Society 6916.84

Bal area available to developer 10945.28

17862.12 - 6916.84

Value of Developers area

₹ 102,96,41,967 / 17862.12 X 10945.28 ₹ 63,09,28,446

Say Rs.63,09,29,000/-

CONSIDERATION

Const. cost of area retained by Owmer -

6916.84 X 30250 X 1.05 ₹ 21,96,96,130 A

Rent ₹ 9,57,68,400 B

45604 X 50 X 12 27362400

45604 x 60 x 12 32834880

45604 X 65 X 12 35571120

Brokerage

45604 X 55 X 1 2508220 ₹ 25,08,220 C

Shifting

30000 X 112 3360000 ₹ 33,60,000 D

Leave & Licence

10000 X 112 1120000 Rs.11,20,000 E

Hardhip Compensation / Corpus Fund ₹ 3,20,14,008 F

45604 x			702	32014008	₹ 28,56,000	G
security Deposit / Refundable Deposit						
11200000 x	8.50%	x	3	2856000	₹ 1,16,46,250	H
Parking						
112 X	13.75	X	30250 X	0.25	Rs. 99,93,035	I
Development Charges under MR&TPAct						
6916.84 X	72237	X	2%		₹ 1,20,58,860	J
Soc Off/s.cabin /gym						
398.64 X	30250				₹ 3,45,84,200	K
Infrastructure charges						
6916.84 X	500D					
Value Of New Area Over & Above Free Fungible FSI Area					Rs.18,35,180/-	L
50.81 X	72237	X 50%			Rs.42,74,40,283/-	
TOTAL VALUE (A TO L)					Say Rs.42,74,41,000/-	

करले ४
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Security Flat Value Rs.8,07,15,822/-
5400 x 1.1 /10.76 x 139250 x 1.05 Say Rs.8,07,16,000/-

वरील प्रमाणे दस्तालील मिळकतीचे बाजारमुल्य रक्कम Rs.63,09,29,000/- हे मोबदला मुल्य Rs.42,74,41,000/- पेक्षा जास्त असल्याने ते बाजारमुल्य Rs.63,09,29,000/- (Rupees Sixty Three Crore Nine Lac Twenty Nine Thousand Only) ग्राहय धरुन त्यावर मु.शु. आकारणे योग्य वाटते , त्यानुसार मुद्रांक शुल्क आकारणी खालीलप्रमाणे

M.V.	Article	Stamp Duty
Rs 63,09,29,000/-	5(g-a)	Rs. 3,15,46,450/-
Security Flat Value Rs.8,07,16,000/-	54	Rs.4,03,580/-
		Rs.3,19,50,030/-

सदर सहाय्यक नगर रचनाकार यांचे अहवालानुसार अर्जदार यांस दि. २०/०४/२०२२ रोजी मुद्रांक शुल्का बाबतचे अंतरीम आदेश देण्यात आले होते. त्या अंतरिम आदेशाच्या M/s Mehta and Shirodkar Developer यांनी रोजी दि. २७/०४/२०२२ चे पत्रान्वये M/s Mehta and Shirodkar Developer सदर मुद्रांक शुल्क माफीस असुन त्याबाबत कोणताही आक्षेप नसल्याचे कळविले आहे.

करीता मी श्री हरिश्चंद्र बा. पाटील मुद्रांक जिल्हाधिकारी, कुर्ला पदा प्राप्त अधिकारान्वये खालील प्रमाणे आदेश पारित करत आहे.

अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या दस्तास महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या अनुसुची १ मधील अनुच्छेद ५(g-a),,५४ नुसार मुद्रांक शुल्क रु.३,१९,५०,०३०/- देय असल्याबाबत जा.क्र.अमि/ आदेश/ १८२१/२०२२ दि. २०/०४/२०२२ अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपाविना पक्षकार यांनी केला असल्याने दि.२७/०४/२०२२ रोजी विरुपित केलेल्या चलना वरुन दिसून येत असल्याने दि. २०/०४/२०२२ रोजीचा अंतरिम आदेश हा अंतिम आदेश म्हणून कायम करण्यात येत आहे.

2. प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही याबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहील त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, कुर्ला हे जबाबदार राहणार नाहीत.

3. एकुण पाने १ ते २८१ आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग जनांवण्यात येत आहे.

4. सदरील आदेशातील बाजारमुल्याबाबत म. मु. अ १९५८ च्या कलम ३२ – ब नुसार अपील करावयाचे असल्यास आदेशाच्या दिनांका पासुन ६० दिवसाच्या आत मा. अपर मुद्रांक नियंत्रक मुंबई प्रधान मुद्रांक कार्यालय, नगरभवन फोर्ट मुंबई- ०१ यांचे समक्ष करता येईल.

सदर अंतिम आदेश हे महाराष्ट्र मुद्रांक अधिनियम १९५८ चे कलम ५३ अ चे अधिन राहुन देण्यात येत आहे. याची नोंद घ्यावी.

(हरिश्चंद्र पाटील)
मुद्रांक जिल्हाधिकारी कुर्ला.

प्रति	M/s Mehta and Shirodkar Developer
पत्ता	5-B Shreenath Apartment No 3 Chapekar Bandhu Marg Mulund E Mumbai 400081
प्रत	सह दुय्यम निबंधक कुर्ला कार्यालय क्र.१/२/३/४/५
Signature	
Name of authorized person	
Mobile No	
Date	

करल ४
७ ९८९
२०२२

मुद्रांक जिल्हाधिकारी कुर्ला

THE SEAL OF THE SUB-REGISTRAR KURLA
सह दुय्यम निबंधक कुर्ला
MUMBAI SUBURBAN DIST. (BANDRA)

CHALLAN
MTR Form Number-6

GRN	MH001107255202223M	BARCODE	Date	27/04/2022-16:23:37	Form ID
Department	Inspector General Of Registration		Payer Details		
Type of Payment	Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatn SoS		TAX ID / TAN (If Any)		
			PAN No.(If Applicable)		
Office Name	CSK_COLLECTOR OF STAMPS KURLA		Full Name	MEHTA AND SHIRODKAR DEVELOPERS	
Location	MUMBAI				
Year	2022-2023 One Time		Flat/Block No.	CTS NO 10 VILLAGE MULUND EAST	
Account Head Details		Amount In Rs.	Premises/Building		
0030050001	Amount of Tax	27500000.00	Road/Street	GANESHDHAM CHS LTD	
			Area/Locality	MULUND EAST MUMBAI	
			Town/City/District		
			PIN	4 0 0 0 8 1	
			Remarks (If Any)	ADJ/1100901/210/2022K	
			Amount In Words	Two Crore Seventy Five Lakh Rupees Only	
Total		2,75,00,000.00			
Payment Details	IDBI BANK		FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref No.	69103332020427[illegible]
Cheque/DD No.			Bank Date	RBI Date	27/04/2022-17:58:27 Not Verified with RBI
Name of Bank			Bank-Branch	IDBI BANK	
Name of Branch			Scroll No , Date	Not Verified with Scroll	

कुरला ४
30 Lacs C Eco
₹

DEFACED ₹27500000.00 DEFACED

THE SUB REGISTRAR KURLA NO. 4 MUMBAI (CITY) DIST. MUMBAI

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Mob No. 7089[illegible]234

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	User Id	Defacement Amount
1		00006346162022 23	27/04/2022-17:57:47	IGR241	27500000.00
			Total Defacement Amount		27,50,00,000.00

Print Date 27-04-2022 05:07:51

करल ४

१०२२५	८	८८८
२०२२		



CHALLAN
MTR Form Number-6

GRN	MH001111072522022223E	BARCODE		Date	27/04/2022-16:54:32	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicate SoS	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	CSK_COLLECTOR OF STAMPS KURLA	Full Name	MEHTA AND SHIRODKAR DEVELOPERS
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS NO 10 VILLAGE MULUND EAST
Account Head Details	Amount In Rs.	Premises/Building	
0030050801 Amount of Tax	4450100.00	Road/Street	GANESHDHAM CHS LTD
		Area/Locality	MULUND EAST MUMBAI
		Town/City/District	
		PIN	4 0 0 0 8 1
		Remarks (If Any)	ADJ/1100901/210/2022/K
		Amount In Words	Forty Four Lakh Fifty Thousand One Hundred Rupees Only
Total	44,50,100.00		

कुरला ४
90 Ecc
2022

DEFACED ₹ 4450100.00 DEFACED

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	8810333202204270126	2742990262
Cheque/DD No.		Bank Date	RBI Date	27/04/2022 16:55:22	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

SUB-REGISTRAR KURLA NO. 4 SUBURBAN DIST. (BANDRA)

Department ID :
Mobile No. : 9004411234
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1		00008049922022223	27/04/2022-17:59:08	IGR241	4450100.00
			Total Defacement Amount		44,50,100.00

Print Date 27-04-2022 05:59:10

करल ४		
७०२८५	११	६८०
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भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA © 2021 ©

BL 705048

25 MAR 2022

दुय्यम निबंधक कार्यालय, कुर्ला

21 MAR 2022

दुय्यम प्रमुख लिपीक / लिपीक

RE-DEVELOPMENT AGREEMENT

THIS RE-DEVELOPMENT AGREEMENT is made at Mumbai, this day of 28th March, 2022 BETWEEN

ADJ/1100901/ 210 /2022/JK

Pages 1 | 28

URN = MH001107255202223M
MH001107255202223M
DFC = 000060489162022223
000060489162022-2-3
} 27/04/22

MV = 6309290.00/- + Security Flat
Value. 807160.00/-
Area = 5513.00 Sq. mtrs.

Certificate u/s. 32 (1) of the Bombay Stamp Act, 1958
Office of the
Collector of stamps, Karjat
ADJ Ref. No. KRJ9/1099/2022 22/k/360/22
Date 27/04/22

Received from the Mis Chetan And Shirodkar Developers
Residing at
Stamp duty of Rs. 31950100/-
Three Crore Nineteen lakh Fifty thousand One Hundred only.
Vide challan No. dated 27/04/22
Certified under Section 32 (1) (a) of the Bombay Stamp Act, 1958 that the full duty Of Rs. 31950030/- Three Crore Nineteen lakh Fifty thousand thirty only.
With which this instrument is chargeable Has been paid vide/s No. 5(99)/54
Of Sobedale
This Certificate is subject to the provisions Of section 53-A of Bombay Stamp Act, 1958
Place Karjat
Date 27/04/2022

Collector of Stamps
Karjat

मुद्रांक जिल्हाधिकारी कुर्ला

करजत ४

30299	98	Ecc-
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ADJUDICATION FEE 100/- PAID

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

the **GANESHDHAM CO-OPERATIVE HOUSING SOCIETY LTD.,** a Society duly registered under the provisions of the Maharashtra Co-Operative Societies Act, 1960, bearing Registration No. BOM/W.T./HSG/TC-8248 OF 1998-99 through its office bearers viz..Mr. R. G. Joshi (Chairman), Mr. S. J. Sawant (Secretary), and Mr. R. Ashok Treasurer, N. B. Dalvi, nominated Committee member, having its registered office at Gavanpada, Mulund (East), Mumbai 400081 hereinafter referred to as **"THE SOCIETY"** (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said Society, its members for the time being and from time to time and their successors and assigns) of the FIRST PART:

AND

M/S. Mehta and Shirodkar Developers, a partnership firm registered under the Indian Partnership Act, 1932, bearing Registration No.64681 having its office address at 5-B, Shreenath Apartment No.3, Chaphekar Bandhu Marg, Mulund (East), Mumbai 400081, having partner/s namely Mr. Manohar Shirodkar and Mr. Rohan Shirodkar, 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 the partners for the time being constituting the said firm, the last surviving partner, his/her heirs, executors, administrators and assigns) of the SECOND PART:

AND

SR.NO.	FLAT NO.	OWNER NAME
1	A-01	Mr. Vijay A Thakkar
2	A-02	Smt. Shubhangi Umesh Joshi
3	A-03	Smt. Anita Laxmikant Joshi
4	A-04	Dr. Kishor V. Dange
5	A-101	Mr. Khando Govind Kulkarni
6	A-102	Mrs. Gauri Mukesh Godse
7	A-103	Shri. Krishnan D. Agamudayar
8	A-104	Smt. Geeta Mahendrapratap Maurya
9	A-201	Mr.Shivaji Jagannath Sawant
10	A-202	Smt. Saroja Krishnanand Naik
11	A-203	Smt. Smita Vijay Sawant & Mr. Vijay S. Sawant
12	A-204	Mr. Sridhar Srinivasan
13	A-301	Smt. Vaishali Jaywant Chavan
14	A-302	Mrs. Sheetal S. Mungekar & Mr. Amit Shashikant Sawant
15	A-303	Mr. Pankaj P.Trivedi & Mr. Hemant P. Trivedi
16	A-304	Smt. Rashmi A. Pande
17	B-01	Dr. K.V. Dange

करल ४
2022

THE SEAL OF THE SUB-REGISTRAR KURLA No. 4 MUMBAI SUBURBAN DIST. (BANDRA)

ADJ/11009011 24/1/2022 BK
Pages 3 | 28

A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	G-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

18	B-02	Mr. Suryankant Hari Jadhav
19	B-03	Mr. Shivsingh Ramsingh Pardeshi
20	B-04	Mrs. Arunadevi Shivsingh Pardeshi & Mr. Shivsingh Ramsingh Pardeshi
21	B-101	Mr. D.S. Saudagar
22	B-102	Mr. V.S. Fernando
23	B-103	Mr. Deven K. Badiyani & Mrs. Nisha D. Badiyani
24	B-104	Smt. Sharda Nilkanth Dalvi & Mr. Nilkanth Babi Dalvi
25	B-201	Mr. Arunkumar Srinivasan
26	B-202	Mr. Deepak B. Pathak
27	B-203	Mr. Bhausaheb Janba Patil
28	B-204	Mrs. Sheela Mangho Tilwani
29	B-301	Mr. S. Aravind
30	B-302	Mrs Kavita J. Nilwarna & Mr. Jitendra Yeshwant Nilwarna
31	B-303	Mr. John Alex Fernandes
32	B-304	Mrs. Samiksha Satish Morye & Mr. Satish K Morye
33	C-01	Smt. I. A. Dhami
34	C-02	Mrs. Radha Radhakrishnan Pillai
35	C-03	Mr. Ramesh Mahadevan & Mrs.Bhooma Narasimhan
36	C-04	Mr. Hemantkumar Raghunath Khaire & Mrs. Mohini Hemantkumar Khaire
37	C-101	Mr .L.K. Vora
38	C-102	Smt. Sulochana Rajaram Shinde
39	C-103	Smt. Surekha Gajanan Nalavade
40	C-104	Smt Rajashree Mohan Koshe
41	C-201	Mr. Nadar Sudhakar Jagatheesan
42	C-202	Ms. Vidya Jagatheesan Nadar
43	C-203	Mrs. Kusum Ramesh Vora
44	C-204	Mr. Sachin S. Adak & Sonyabapu B. Adak
45	C-301	Mr. Abhijeet P. Kambli & Mrs. Amruta A. Kambli
46	C-302	Mr. Kantaram Gangaram Sonawane
47	C-303	Mr. Digambar Tanappa Rajaram Patil & Mrs. Prabha D. Patil
48	C-304	Mrs. Gauri Gajendra Nilwarna & Miss. Tejashree Gajendra Nilwarna
49	D-01	Mr. Vasant Gopal Saple
50	D-02	Mrs. Indhu Narasimhan
51	D-03	Ram Shyam Developers
52	D-04	Mr. Anil Vidhalrao Deshmukh & Mrs. Suchita Deshmukh

करल ४
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OF THE SUB-REGISTRAR KURLA No. 4

ADJ/1100907/ 2/01/2022/K
Pages 5 | 2-81

A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

53	D-101	Mr. Sanjay P. Kumtekar
54	D-102	Mr. Bhalchandra Jagannath Meher & Smt. Shalini B. Meher
55	D-103	Smt. Shalini Meher & Mr. Bhalchandra J. Meher
56	D-104	Mr. Pradeep S. Rane
57	D-201	Mr. A. C. Soni
58	D-202	Shri. Swapnil Chandrahas Patil & Miss. Priya Mhatre
59	D-203	Shri. Nandkishor P. Redij & Smt. Beena N. Redij
60	D-204	Mr. T. Kangaraj
61	D-301	Mr. Ravindra S. Sawant
62	D-302	Mr. Dilip Madhukar Mhatre
63	D-303	Mr. Nandkishor M. Mhatre
64	D-304	Mr. Raghunath Govind Joshi
65	E-01	Miss. Saroj P. Indap
66	E-02	Mrs. Surekha Venketeshwaran
67	E-03	Mrs. Jayshree Ashok & Mr. R. Ashok
68	E-04	Mr. S. B .Sonawane
69	E-101	Mr. Prabhakar B. Bolar
70	E-102	Mr. Vilas Narsimha Bivalkar
71	E-103	Mr. Radheshyam Shiuta prasad Vishwakarma
72	E-104	Mr. R.S.Vishwakurma
73	E-201	Smt. Smita Sanjay Raut
74	E-202	Smt. S. A. Mungekar & Shri. A. P. Mungekar
75	E-203	Smt. P. D. Alva & K. D. Alva
76	E-204	Mr. Sunil V. Deshpande & Mrs. Priya Sunil Deshpande
77	E-301	Mrs. Jigna Chetan Thakker & Mr. Chetan Harish Thakker
78	E-302	Mrs. Rashmi R. Nagvekar & Miss Isha R. Nagvekar
79	E-303	Mrs. Radhika Srinivasan & Mr. N.R.Srinivasan
80	E-304	Mr. N.S. Patil
81	F-01	Miss. Pramila H. Narsian
82	F-02	Mr. Sanjeev Chandrakant Bhandare & Mrs. Neela Vishwesh Sansgiri
83	F-03	Mrs. Sheetal D.Dalvi & Mr. Devadatta P. Dalvi
84	F-04	Mr. Prashant S.Choukekar & Mrs. Sneha P.Choukekar
85	F-101	Smt. Anita R. Desai
86	F-102	Mr. Baban Nathu Borhade
87	F-103	Smt. Sudha S. Adak
88	F-104	Miss. Shakuntala A. Bombe & Mr. Deepak K. Bombe
89	F-201	Mr. Shankar Uddhav Taksande

करल 8
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OF THE SUB-REGISTRAR KURLA No. 4 निबंधक कुर्ला

ADJ/1100901/2/01/2024-UK
Pages 7 | 281

A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

90	F-202	Smt. Nilima Dattatrya Shinde
91	F-203	Smt. Padmini N. Nair
92	F-204	Mrs. Sneha M. Patil & Mr. Mahendra K. Patil
93	F-301	Mr. Abhijit Ramesh Deogaonkar & Mrs. Maithili Abhijit Deogaonkar
94	F-302	Mr Vijay Shripati Kasurde
95	F-303	Mr. Sanjay P. Walimbe & Mrs. Asmita S. Walimbe
96	F-304	Mr. Rajendra Shridhar Sawant & Mrs. Hemlata Rajendra Sawant
97	G-01	Mr. Bhanudas Nivrutti Kolhe
98	G-02	Mr. Sunil Manohar Kambli & Mrs. Supriya Sunil Kambli
99	G-03	Mr. Pradyot Anant Phadke
100	G-04	Mr. Prabhakar Bhagoji Pawaskar
101	G-101	Mr. Anand Gunaji Jadhav
102	G-102	Mr. Dayaji Dharamshi Chotalia & Mrs. Bharti Dayaji Chotalia
103	G-103	Mr. Manish Shinde & Mr. Madhukar Shinde & Mrs. Madhavi Shinde
104	G-104	Mr. Anil Dagadu Bhor
105	G-201	Mrs. Arpita Amit Pendse
106	G-202	Mr. R. Ashok & Smt. Jayashree Ashok
107	G-203	Shri. Pramod Ramchandra Mhatre
108	G-204	Smt. Sulochana P. Mhatre
109	G-301	Mr. Prashant P. Dalvi & Mrs. Shruti P. Dalvi
110	G-302	Mr. Ganesh Kushal Shetty
111	G-303	Mr. Dilip Motiram Bhandare
112	G-304	Mr. Vilas Bhagwan More & Mrs. Usha V. More

करत ४
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all being members of the **Ganeshdham Co-operative Housing Society Limited** having address at Gavanpada, Mulund (East), Mumbai – 400 081,hereinafter referred to as "**THE MEMBERS**"(which expression shall unless it be repugnant to the context or the meaning thereof be deemed to include their respective legal heirs, executors, administrators and assigns) of the **THIRD PART:**

The Society, the Developer and the Members are hereinafter collectively referred to as "**the Parties**" and individually, where necessary, are referred to as "**the Party**"

WHEREAS:

A. By virtue of Deed of Conveyance dated 11/02/2016, registered in the office of the sub-registrar of Assurance With karal No. 3-1150-2016., **GANESHDHAM CO-OPERATIVE HOUSING SOCIETY LTD** is absolutely seized and possessed of or otherwise well and

ADJ/1100901/2-01/2022-IK
Pages 01 2-81

A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

sufficiently entitled to all that piece and parcel land or ground hereditaments and premises together with the structures standing thereon bearing C.T.S. No.10, admeasuring 5513 sq.mtrs or thereabouts of Village Mulund East, Taluka Kurla, Mumbai Suburban District, situated at Gavanpada, Mulund East, Mumbai 400081, more particularly described in the schedule hereunder written, (hereinafter referred to as the **"SAID PROPERTY"**)

B. The name of the said Society is recorded in the record of rights of the said property maintained by the Assessor & Collector, MCGM and also the Property Register card of the said property maintained by the City Survey Office;

C. The said building of the said Society has been assessed by the Municipal Corporation of Greater Mumbai under Assessment Ward No. T Account No.TX01-13083750000, and a copy of the Municipal Assessment tax bill is annexed hereto and marked as **Annexure 'A'**.

D. The said existing buildings comprising of 7 wings and Ground plus 3 upper floors in all have 112 residential flats. The Society has granted the right to hold, use and occupy 112 residential flats to its members occupying their respective residential flats by virtue of their holding shares in the Society. The names of all 112 members, their respective shareholdings, residential flats presently occupied by them along with their present respective carpet areas are set out in the list annexed hereto and marked as **ANNEXURE 'B'**;

E. The said existing building belonging to the Society has become very old and requires extensive repairs besides which several work of improvements and recurring repairs are required to be carried out to the said existing buildings. The cost of such repairs, renovations and improvement is considerable. Since the Society and its members do not have any expertise and technical knowhow for re-development of properties, for better utilization of resources and planning, the Society and the existing members explored the feasibility of redevelopment of the said property through reputed Developers;

F. As per the prevailing Development Control Regulations for Greater Mumbai of 2034 (DCPR-2034) , it is possible for the Society to consume basic FSI generating from the said property, additional F.S.I by paying premium to MCGM, Fungible FSI, Incentive FSI, and TDR FSI by way of Transferable Development Rights (TDR) as may be permissible by law .

G. The Society and its existing members intend to demolish the said existing buildings and construct new buildings by utilizing full basic FSI generating from the said property and TDR FSI, Incentive FSI under regulation 33-(7)(B), Premium FSI, Fungible FSI, Incentive FSI , including staircase, lift , landing or such available FSI by paying premium as permissible under the

ADJ/1100901/ 2-/ 0 / 2022K
Pages 11 281

A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
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Development Control Regulation for Greater Mumbai, (DCPR-2034) , in force and as amended from time to time and rehabilitate all the existing members and prospective purchasers as mentioned hereafter, in the new buildings to be so constructed on the said Property;

H. The Society therefore in its Special General Body Meeting held on 31/01/2014 decided to go in for re-development of its Property by demolishing the said Existing Building and constructing a new building in its place for the Members. Since the Members, do not have the necessary funds, expertise and experience for carrying out such a job, they decided to engage the services of some reputed Developers for demolition of existing building and construction of new building on the said Property.

I . The Society has followed all the guidelines provided under Section 79-A of the Maharashtra Co-operative Societies Act, 1960 (amended from time to time) and accordingly appointed Mr. R.C. Tipnis as Project Management Consultants ("PMC") to guide the Society throughout the redevelopment process. A copy of the Resolution passed in the General Body meeting appointing the PMC is annexed herewith and marked as "Annexure 'C'.

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J. The PMC prepared the feasibility report and floated tender documents giving details of area of plot, area used and utilized by the Society members and other terms and conditions and also published an advertisement in Five daily newspaper son behalf of the Society, dated 04/03/2020 inviting the tenders/offers from interested Developers for redevelopment of the said Property. No response to the said advertisement was received as a result, the Society through intervention of its members agreed to invite offers from interested Developers.

K. The Society through its office bearers and Re-Development Committee , in association with PMC. scrutinized the offers received from Developers, short listed the Developers and compared their offers and visited the sites of the short listed parties and after making further enquiries and getting clarifications from them on various aspects on the offer in the personal meetings with the Developers, the offer received from the said short listed Developers were placed before the Special General body Meeting held on 21/03/2021 wherein the proposals of all the said short listed Developers to develop the said Property had been thoroughly discussed.

L. Further negotiations were held between the Managing Committee, Re-Development Committee of the Society and the said shortlisted Developers, and upon the said negotiations the original offers submitted by the said short listed Developers were marginally revised by them.

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M. The original offer dated 15.03.2021 given by M/s Mehta & Shirodkar Developers was modified further **Final Revised Offer on 17.10.2021** which was found to be more beneficial and in the interest of the Society and majority of the members after scrutinizing and analyzing the said offers accepted the final revised offer dated 17.10.2021 of the Developers herein. A copy of the final revised offer is hereto annexed and marked **Annexure 'D'**.

N. The Society has thereafter held Special General Body Meeting on 05.12.2021, the intimation of which was given to the Deputy Registrar of Co-operative Societies, "T" Ward who had deputed his representative, Co-operative Officer Grade II, to attend the said meeting in compliance with the guidelines issued by the State Government under Section 79-A of the MCS Act, 1960 and the appointment of the Developers herein as the Developer for the redevelopment of the property of the Society has been confirmed and reiterated by majority of members of the Society who were present in the said Special General Body Meeting held on 05.12.2021 in the presence of the representative of the Registrar of the Co-Op. Societies "T" Ward. Thereafter the Society confirmed the acceptance of the offer made by the Developers. The Deputy Registrar of Co-Op. Societies "T" Ward by his letter dated **09.12.2021**, granted his NOC for the Re-Development. A copy of the Deputy Registrar's letter dated 09/12/2021 is annexed hereto and marked as **Annexure 'E'**.

is annexed hereto and		
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O. In pursuance of the aforesaid, the Society has agreed to enter into Development Agreement and General Power of Attorney with the Developers granting them development rights in respect of the said Property on mutually agreed terms and conditions of the said Final revised Offer Letter submitted by the Developers to the Society. Subsequently, the Society issued the "Letters of Intent" dated 09.12.2021 in favour of the Developers herein. The Developers in turn accepted the "Letter of Intent" dated 09.12.2021 and issued Letter of Confirmation dated 21.12.2021 confirming and accepting their appointment by the Society. A copy of the said Letter of Intent is annexed hereto and marked as **Annexure 'F'** and a copy of the Letter of Confirmation is annexed hereto and marked as **Annexure 'G'**.

P. The Society/Developers herein accordingly prepared a draft of the Re- development Agreement and the Power of Attorney a copy of which was submitted to the Society and the Society in consultation with its members, PMC and Advocate, offered various suggestions and amendments to the same. The Developers herein submitted the final draft to the Society which was discussed by its office bearers in its meeting held on **08/03/2022** and after necessary corrections thereon, the amended draft was circulated amongst the members inviting their suggestions and objections and after receiving the suggestions and objections from the members, it was placed before the Annual General Body meeting held on **13/03/2022** in the nature of a **final draft** and the said Special General Body meeting after discussion, unanimously approved the

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same and appointed its office bearers (1) Mr. R. G. Joshi, its Chairman, (2) Mr. S. J. Sawant, its Secretary and (3) Mr. R. Ashok its Hon. Treasurer , (4) Mr. N. B. Dalvi,nominated Committee member, to sign, execute and register the Re-Development Agreement, the Power of Attorney and all other necessary documents and to affix the Seal of the Society on all documents and to admit execution of the same before the Joint Sub-Registrar, Mulund Taluka and to do all necessary acts, deeds and things on behalf of the Society and its members to redevelop the Society's Property which is in fact these presents.

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NOW THIS AGREEMENT FOR RE-DEVELOPMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

All the aforesaid recituls along with the documents forming the ANNEXURES shall form an integral and operative part of this Agreement as if the same were set out and incorporated herein.

1. In view of the Final Revised Offer Letter dated **17.10.2021** as submitted by the Developers to the Society annexed hercin as **ANNEXURE- 'D'** and on mutually agreeable terms and conditions as agreed by and between the parties hereto, the Society hereby grant the development rights with regards to the said property and the Developers hereby agree to accept development rights with regards to the said property and to construct new building/s thereon as per sanctioned plan of MCGM by demolishing the existing buildings comprising of 7 wings standing thereon and more particularly described in the Schedule hereunder written being all those pieces and parcels of land or ground, hereditaments and premises bearing C.T.S. No.10, admeasuring 5513 sq.mtrs., or thereabouts of Village Mulund East, Taluka Kurla, District Mumbai suburban situated at 'Gavanpada, Mulund East, Mumbai 400081 and shown on the certified copy of city survey plan annexed hereto and marked as **ANNEXURE 'H'**, at the cost and expenses of the Developers and by utilizing full basic FSI generating from the said property and TDR FSI, Premium FSI, incentive additional built up area as per regulation 33(7)B, Fungible FSI, Incentive FSI including staircase, lift, landing or such available FSI as permissible under the DCPR-2034, in force and as amended from time to time in accordance with the plans and specifications which may be sanctioned by MCGM and rehabilitate all the existing members and prospective purchasers as mentioned hereafter, in the new buildings to be so constructed on the said Property.

The Developers shall not implement any other scheme to generate F.S.I (e.g. Public Parking Schemes, dwelling for project affected persons, any other scheme of MMRDA/MHADA/SRA) or of any other government body/ MCGM.

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2. The Developers shall purchase TDR (Transferable Development Rights) in the name of the Society, entirely at their own costs and expenses and obtain Development Right Certificate/s (DRC) to be loaded along with the available FSI on the said Property in redevelopment of the said Property. The Developers shall furnish to the Society, copies of the DRC/s and duly submitted Utilization Forms, after the same are received from the Corporation by the Developers on behalf of the Society. The Developers shall in first phase purchase/load TDR in Society's name from the DRC Holders to the extent of FSI required to cover all new premises of the existing members of the Society prior to taking over the vacant possession of the entire buildings standing on the said property. Balance TDR shall be purchased by the Developers in Society's name on completion of 14 slabs. All the cost and expenses required to purchase TDR fungible F.S.I. including stamp duty, registration fees and other incidental expenses shall be borne and paid by the Developers.

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3. It is expressly agreed by and between the parties hereto that at all times during the redevelopment of the Society and till obtaining O.C. due to change in prevailing D.C. Rules, if the Society is entitled to utilize or benefit of basic FSI, TDR-FSI, Fungible FSI over and above the presently permissible FSI, the same shall be utilized & shared by the Developers and the Society on a 50:50 basis after deducting all the expenditures, like cost of construction, Premium, cost of Finance raised and other expenses incurred to obtain and utilize such benefits.. It is specifically clarified that all the benefits of increase in FSI after O.C. shall always be exclusively belong to the Society. If discount is offered in payment of premium amount to MCGM then in such event the Developer alone shall be entitled for benefit of such premium discount offered by MCGM and society shall not claim any benefit therein.

4. The following schedule for the completion of the new building shall be maintained by the Developers.

a) The Developer shall prepare plan and submit it to the Society within period of one month from execution hereof.

b) The said plan shall be mutually approved by doing amendment therein, if required and final plan shall be mutually approved within period of 15 days ("said approval date") from its submission to the Society and the same approved plan shall be submitted to the MCGM authority within period of 6 months from the said approval date. If Developers fails to submit the said plan to MCGM authority, (not due to force majeure reasons, which does not include financial crises of the Developers), then the Society at that stage reserves right to terminate this Development Agreement and the Developer shall no longer be entitled to any compensation and/or reimbursement of stamp duty/registration fees from the Society. In such case, termination letter of

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the Society shall be sufficient/enough evidence for termination of this Agreement but the Developer are bound to register Deed of cancellation to that effect.

c) Subject to force majeure reasons ,the Developers shall obtain IOD, with all approvals of concessions, covering all premises to be allotted to the members of the Society from the municipal authorities within period of Four months with grace period of 2 months from approval of plan by the parties hereto without disturbing completion period agreed herein...("IOD period").

d) On obtaining IOD, the Developers will serve 90days notice upon the Society/Members to vacate their respective existing flats. Within 30 days of issuance of IOD, the Developers and the Society shall enter into individual Permanent Alternate Accommodation Agreement (PAAA) with Individual Existing members of the Society as per terms & conditions of this Re-Development Agreement. After execution of PAAA, the Members shall vacate their respective flats and hand over the same to the Developers for demolition strictly within the said notice period of 90 days. ("Vacating date").

e) Within 30 days of Individual PAAA is executed, necessary 36post dated cheques towards rent, one cheque for refundable security deposit, one cheque for brokerage, one cheque for shifting cost, one cheque towards cost of Leave and License Agreement and cheques for hardship compensation are to be handed over to the Existing members by the Developers. All said cheques will be appropriately post dated and drawn on any recognized Bank in Mumbai. However, the members shall not vacate their old premises, unless and until , (i) all cheques mentioned in this Para are handed over to the members of the Society by the Developers after execution of individual PAAA., (ii) The Developer purchased required TDR equivalent to additional area to be given to the Existing members of the Society, (iii) All compliance required for obtaining Commencement Certificate from MCGM are fulfilled by the Developers.

f) The Developers shall obtain plinth Commencement Certificate within period of Three months from date of vacating Flats by all the existing members and the Society handing over vacant possession of the said Property together with the buildings standing thereon to the Developers for the purpose of Demolition and reconstruction. The Developers shall obtain further Commencement Certificate from Six months of obtaining Plinth Commencement Certificate.

g) Subject to delay on account of force majeure reasons mentioned hereafter, within **36 months** (with further grace period of six months) from the date of Plinth Commencement Certificate, the Developers shall complete the said new building and obtain the Occupation Certificate and hand over a copy to the Members along with a 15days notice to all the existing flat holders to take possession of their new flats/car parking and from the date of expiry of such intimation notice period, the existing members as well as the prospective purchasers shall pay all the outgoings, property tax etc., in respect of the said Premises and the Developers shall not be responsible for the same.

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h) After the expiry of the said notice period of 15 days, the Developers are free from the liability of paying the rent towards temporary accommodation to the members. In respect of such defaulting member the Developers may stop the payment of rent to the concerned member.

i) The Developers shall complete the said new building within the time frame as aforesaid i.e. within a period of **36 months** (with further grace period of six months) from the date of obtaining Plinth commencement Certificate from M.C.G.M. ("completion date") and on such completion shall remove all its building materials, and other building paraphernalia from the said property except its sales office and Scaffolding, which shall be removed after 90% Premises are sold out. The Time for completion of the redevelopment project as agreed herein shall be the essence of the Contract.

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5. During the course of development project, the Developers shall hand over to the Society certified copies of all documents pertaining to the said new building/s as may have been obtained by the Developers and/or their Architects from the Municipality and other concerned authorities which include but are not limited to sanctioned plans, I.O.D., Commencement Certificate, Occupation Certificate, Fire Fighting permissions and drawings, requisite permissions for the elevators, water and electric supply, correspondence of various authorities and also pass on guarantee/warrantee if any, provided by the Manufacturers of the Appliances and fixtures provided in the new building as and by way of amenity.

6. In consideration of the Society granting re-development rights in favour of the Developers, the Developers agree to provide to the Society and its existing members the compensation in terms of additional carpet area free of cost and hardship allowance and other reliefs as under:-

A) ALLOTMENT OFADDITIONAL AREA & PARKING SPACE:

The Developers agree to (i) allot to each of the 112 Existing residential Flat Owners of the Society, a residential Premises in the New Building as and by way of permanent alternate accommodation free of cost on ownership basis having area equivalent to their presently occupied Flat area plus additional 36% (Thirty Six per Cent) Carpet Area (inclusive of Fungible FSI benefit), as more particularly mentioned in the list annexed hereto and marked as **Annexure 'I'(ii)** allot to each of the existing Member free floor level car parking space as per MCGM norms. On allotment of said parking to the existing members, the Developers shall be entitled to allot the remaining parking spaces to the Prospective purchasers of the new Premises.

It is agreed by and between the parties hereto that the list of amenities and other facilities to be provided in each of the Individual Permanent Alternate Accommodation of the members of the Society in the proposed newly Constructed Premises to be allotted to the members are more particularly set out in the list annexed hereto and marked as **ANNEXURE "G"**.

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The Allotment of residential flat will be from 1st residential floor above Podium/Stilt except flat adjacent to refuge floor of the new residential building and no flat shall be allotted on last floor, unless by desire.

The existing members of the Society having two flats in the old building in their name or in the name of their family members will be allotted adjacent flats only in the new building.

It is further clarified that irrespective of area of Property recorded in the Property Card, the area agreed to be allotted to the existing members shall not be reduced under any circumstances.

B) HARDSHIP COMPENSATION AMOUNT: The Developers shall provide to each individual member a hardship compensation of Rs.702/- per sq.ft of the existing carpet area occupied by each member (i.e. 112 Residential Flat Owners) as per **Annexure 'J'** as annexed herein. The Schedule of payment of hardship compensation shall be as follows:

i) 10% after the execution and registration of this Development Agreement and grant of General Power of Attorney to the Developers.

ii) 25%after completion of podium slabs and obtaining further Commencement Certificate.

iii) 65% at the time of members taking possession of the new flats in the reconstructed building.

C) COMPENSATION FOR TEMPORARY ALTERNATE ACCOMMODATION:

During the period of development of the said Property, the Existing Members shall make their own arrangements to shift to a temporary accommodation. The Developet shall pay to each of the Existing Members fixed monthly allowance for meeting the rent of such transit accommodation and such rent shall commence the next day, from the last member vacating the premises and Secretary of the society handing over the keys and peaceful possession to the Developers which shall be paid as under : -

(a) **Rs. 55/- per Sq.ft of the existing carpet area of their presently occupied Flat as per Annexure 'B', per month** for the period of 1st term of Twelve (12) months starting from the date of last member vacating their flat and Rs. 60/- per sq.ft per month for the period of 2nd term of Twelve months and Rs. 65/- per sq.ft per month for the period of 3rd term of Twelve months.

(b) The aforesaid payment towards transit accommodation shall be made before 10th of every month by depositing (36) monthly postdated cheques in favor of respective members as per their entitlement as mentioned in **Annexure "K"**.

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A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

In case where any of cheques given by Developers are dishonored by the Developers' Bank due to insufficiency of funds, the Developers shall immediately look in to the matter and ensure that the cheque amount together with the penalty of Rs.1,000/- per dishonored cheque shall be given to such concerned member in cash within a period of 3 days from receipt of such notice, against the member returning back the Dishonored Cheque. failing which interest @ 24% per annum shall be payable by the Developers to the concerned member/s.

(c) In case if the Developers fail to complete the work and offer possession of the new premises within the aforesaid period of Thirty six (36) months from the date of Plinth Commencement Certificate, the Developers will have to pay 10% increment over the 3rd term rent amount via post dated cheques till possession of new premises are handed over to each of the existing members. These cheques shall be handed over to each member in 33rd month from the date of obtaining Plinth Commencement Certificate.

(d) If the building is constructed before the stipulated period as mentioned herein and the Developers hand over the possession of the Permanent Alternate Accommodation to the members, then in such case it is expressly agreed that the Developers obligation to pay relocation compensation shall end ipso-facto and it shall be obligatory on the members to return the remaining post-dated cheques to the Developers. The members shall not be entitled to use or en-cash the remaining post-dated cheques in any circumstances whatsoever.

(f) It is agreed between the parties that if the Developers are unable to carry on development activities due to Force Majeure reasons, the compensation for temporary accommodation shall be continued to be paid at the 50% of the rate prevailing in that term for 6 months.

D) REFUNDABLE INTEREST FREE DEPOSIT:

The Developers shall pay a sum of Rs.1,00,000/- (Rupees One Lakh only) by way of refundable interest free deposit to each existing member at the time of vacating the premises, which needs to be returned to the Developers on taking possession of the new Flat.

E) EXPENSES FOR LEAVE & LICENSE AGREEMENT: The Developers shall further pay to each existing member a sum of Rs.10, 000/- (Rupees Ten Thousand only) towards expenses of Leave & License agreement of temporary alternate accommodation.

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

F) BROKERAGE: shall be paid by Developers and will be equivalent to one month's Rent.

G) TRANSPORTATION/ LOGISTIC: One Time Logistics shall be paid by Developers to each existing member of the Society at the time of vacating and the amount to be paid will be Rs.30,000/- (Rupees Thirty Thousand only) to and fro.

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H) SECURITY FLATS

As and by way of security to members towards 1) Due performance of Construction with installation of all amenities of Member's New Flats in time 2) obtaining Occupation Certificate 3) Payment of Rent /Security Deposit for temporary alternate accommodation, 4) Payment of Logistic Charges, 5) Payment of Hardship Compensation, 6) Payment of default amount and Interest and for performing all terms of this presents, ("Said performance conditions") the Developers shall keep residential flats. Admeasuring 5400 Square Feet carpet area from Developers saleable portion as and by way of Lien with the Society. The Society shall earmark the Security Flats before vacating the Premises by all members and handing over the vacant possession to the Developer. The Developer shall issue letter to the Society with plan therein earmarking the Premises kept as Security Flats to be identified in the plan also Developer can change the earmark flat with another flat with the same or above area, with prior written intimation to the Society, which shall be released by the Society in the manner mentioned below. (Hereinafter referred to as "Security Premises").

It is agreed between the parties that the Security Flats shall be released by the Society in due course of period till the construction of project is completed in the following stages:

(A) Stage 1- 20% of total Security Flats shall be released by the Society after completion of Plinth of the newly constructed building.

(B) Stage 2- 20% of total Security Flats shall be released by the Society after completion of 50% of RCC of the newly constructed building.

(C) Stage 3- 10% of total Security Flats shall be released by the Society after completion of 100% of RCC of the newly constructed building.

(D) Stage 4- 50% of total Security Flats shall be released by the Society after obtaining Occupation Certificate of the newly constructed building.

The Society shall be at liberty to sell the said Security Flats and receive its consideration on its own account and utilize the said consideration for completing remaining redevelopment project, in the event of any willful delay on the part of the Developer for non-performance of the terms and conditions of this Agreement. However, in case of delay on account of Force Majeure circumstances mentioned in the provision to Clause No. 9, the said Security Flat cannot be sold by the Society. The Society shall not sell the said Security Flat unless 60days' written notice is given

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