

514/18004

Thursday, December 30, 2021

11:26 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 19536 दिनांक: 30/12/2021

गावाचे नाव: मोगरा

दस्तऐवजाचा अनुक्रमांक: बदर18-18004-2021

दस्तऐवजाचा प्रकार: विकसनकरारनामा

सादर करणाऱ्याचे नाव: मेसर्स विनी डेव्हलपर्स चे भागीदार प्रीतेश दामजी साबला

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 4300.00

पृष्ठांची संख्या: 215

एकूण:

रु. 34300.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

11:46 AM ह्या वेळेस मिळेल.

Joint S.R. Andheri-7

बाजार मूल्य: रु.71718000/-

मोबदला रु.90811000/-

भरलेले मुद्रांक शुल्क : रु. 4540550/-

सह. दुय्यम निबधक, अंधेरी क्र.७
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रक्कम: रु.300/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2912202112082 दिनांक: 30/12/2021

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2912202112023 दिनांक: 30/12/2021

बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2912202111963 दिनांक: 30/12/2021

बँकेचे नाव व पत्ता:

4) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010870156202122E दिनांक: 30/12/2021

बँकेचे नाव व पत्ता:

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 31/12/2021



CHALLAN
MTR Form Number-8



GRN	MHR10A70156202122E	BARCODE									Date	29/12/2021-16:24:48		Form ID							
Department Inspector General Of Registration					Payer Details																
Type of Payment: Ordinary Collections IGR Registration Fee					TAX ID / TAN (If Any)																
					PAN No.(If Applicable)																
Office Name BORIS _JT SUB REGISTRAR ANDHERI 7					Full Name				MS VINI DEVELOPERS												
Location MUMBAI																					
Year 2021-2022 One Time					Flat/Block No.				CTSN o.263(A/Part),and CTS No 262, 262/1 to 6												
					Premises/Building				(Part)												
Account Head Details				Amount In Rs.		Road/Street		ROSEBLOSSOM CHSL Nalwar Nagar, Road No 5,													
0030063301 Amount of Tax				30000.00																	
						Area/Locality		Jogeshwari (East), Mumbai													
						Town/City/District															
						PIN				4		0		0		0		6		0	
						Remarks (If Any)															
						SecondPartyName=ROSEBLOSSOM CHSL-															
						Amount In Words		Thirty Thousand Rupees Only													
Total				30,000.00		Words															
Payment Details BANK OF MAHARASHTRA					FOR USE IN RECEIVING BANK																
Cheque/DD Details					Bank CIN		Ref. No.		02300042021122941462				213637264119								
Cheque/DD No.					Bank Date		RBI Date		29/12/2021-16:25:47				Not Verified with RBI								
Name of Bank					Bank/Branch				BANK OF MAHARASHTRA												
Name of Branch					Scroll No., Date				Not Verified with Scroll												

Department ID: _____ Mobile No. 0000000000
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सादर चलायन केडड दुसयन नललक करीतलवात नोदणो करतलवाच्या दस्तुसाठी लागु आहे. मोदणी न करतलवाच्या दस्तुसाठी सादर चलायन लागु नाही.



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बंदर - १८		
११००४	९	Print Date 29/
२०२१		



CHALLAN
MTR Form Number-6



GRN	MD1010870156202122E	BARCODE			Date	29/12/2021-16:24:48	Form ID
Department	Inspector General Of Registration		Payer Details				
Registration Fee	Type of Payment		Ordinary Collections IGR		TAX ID / TAN (If Any)		
					PAN No.(If Applicable)		
Office Name	BDR18 _JT SUB REGISTRAR ANDHERI 7		Full Name		MS VINI DEVELOPERS		
Location	MUMBAI		Flat/Block No.		CTSN0.262(A)(Part)and CTS No.262, 262/1 to 6		
Year	2021-2022 One Time		Premises/Building		(Part)		

Account Head Details	Amount in Rs.	Road/Street	ROSEBLOSSOM CHSL Natter Nagar, Road No.5,				
0030063301 Amount of Tax	30000.00	Area/Locality	Jogeshwari (East), Mumbai				
		Town/City/District					
		PN		4	0	0	0
		Remarks (If Any)	SecondPartyName=ROSEBLOSSOM CHSL-				
		Amount in	Thirty Thousand Rupees Only				
Total	30,000.00	Words					

Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque/DD Details	Bank CIN	Ref. No.	02300042021122941462	213637264119	
Cheque/DD No.	Bank Date	RBI Date	29/12/2021-15:25:47	Not Verified with RBI	
Name of Bank	Bank Branch	BANK OF MAHARASHTRA			
Name of Branch	Scroll No. , Date	11230 , 30/12/2021			

Department ID: 0000000000
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चालन केवल दफ्तरी कार्यालय में ही दर्ज कराया जा सकता है। अनधिकृत कार्यालयों में दर्ज करने पर चालन अमान्य होगा।

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(S)-514-18004	0056231324202122	30/12/2021-11:26:19	IGR555	30000.00



Print Date 30-12-2021 08:07:43

GRN : MH010870156202122E Amount : 30,000.00

Bank : BANK OF MAHARASHTRA Date : 29/12/2021-16:24:48

Total Disbursement Amount

30,000.00



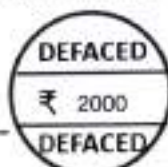
Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2912202112023

Receipt Date 30/12/2021

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 18004 dated 30/12/2021 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.



Payment Details

Bank Name PUNB

Payment Date 29/12/2021

Bank CIN 10004152022122910859

REF No. 352558579

Deface No 2912202112023D

Deface Date 30/12/2021

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





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

Receipt of Document Handling Charges

PRN 2912202111963

Receipt Date 30/12/2021

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 18004 dated 30/12/2021 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.



Payment Details

Bank Name PUNB

Payment Date 29/12/2021

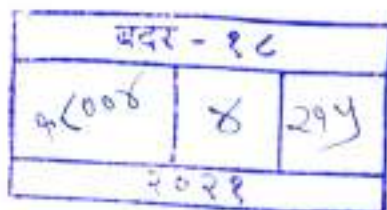
Bank CIN 10004152022122910814

REF No. 352558053

Deface No 2912202111963D

Deface Date 30/12/2021

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





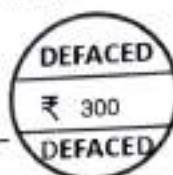
Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2912202112082

Receipt Date 30/12/2021

Received from DHC, Mobile number 0000000000, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered on Document No. 18004 dated 30/12/2021 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.



Payment Details

Bank Name PUNB

Payment Date 29/12/2021

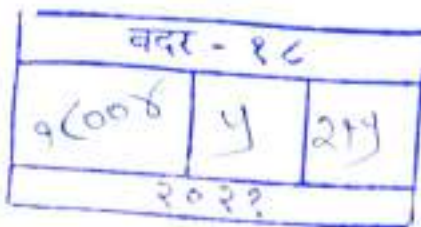
Bank CIN 10004152022122910917

REF No. 352559127

Deface No 2912202112082D

Deface Date 30/12/2021

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



Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 2912202111963

Date 29/12/2021

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.

Payment Details

Bank Name PUNB

Date 29/12/2021

Bank CIN 10004152022122910814

REF No. 362556053

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



362556053		
96000	E	297
29		

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2912202112023	Date 29/12/2021
Received from DHC, 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 7 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name PUNB	Date 29/12/2021
Bank CIN 10004152022122910859	REF No. 352558579
This is computer generated receipt, hence no signature is required.	



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2912202112082	Date 29/12/2021
Received from DHC, Mobile number 0000000000, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name PUNB	Date 29/12/2021
Bank CIN 10004152022122910917	REF No. 352659127
This is computer generated receipt, hence no signature is required.	



1) इकाय नॉस्ट्रिफिकेशन नं. २०००/१३/पि.क. २५/५-१, दि. २४/३/२०००.

२) नो.प.नि.य.मु.नि., मुंबई पोस्ट एंड टेलीग्राफ ऑफिस-२/संगमना/मुद्रांक शाखी दुकानें १०१/३११, दि. २१/१०/२००४.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.
Office : COLLECTOR OF STAMP (ANDHERI), M.M.R.D.A. BUILDING, 1ST FLOOR,
BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI - 400 051.

D 056209

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.:

Receipt Date : 29/9/21

Received From : Ms Vini Developers

On Account of :

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs)
-----------------	-------------------------------	------	-----------------------	-----------	----------------



100/-

Case No.: ADT/1100900/1016/21

Lot Date :

Lot Date :

Total D.O.:



DELIVERED

3705 pm

29/10/21

चदर - १८		
96000	e	29/10
२०२१		



Rs.

Rupees

Cashier / Accountant

Signature / Designation

मुद्रांक जिल्हाधिकारी, अंधेरी तालुका, यांचे कार्यालय

एम. एम. आर. डी. ए. इमारत, पहिला मजला,

बांद्रा-कुर्ली संकुल, बांद्रा (पूर्व), मुंबई - 400051.

जा.क्र.अभि./अंतिम आदेश/ 5994

दिनांक -

22 DEC 2021

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100900/1016/2021 अन्वये पक्षकार M/S. Vini Developers यांनी दिनांक 29/09/2021 रोजी Re-Development Agreement चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे. सदर संलेखामधील तपशिल खालील प्रमाणे.

Particulars	Description
Date of Execution	Unexecuted
Type of Document	Re- Development Agreement
The Society	Rose Blossom Co-op. Hsg. Soc. Ltd.
The Members	Mr. Ashok Kumar G. Parekh & 30 Others
The Developer	M/s. Vini Developers
Detail of the Property	
Village	Mogra
C.T.S No	CTS. No. 260/A (pt) and 262, 262/1 to 6 (pt)
Society Registration No.	MUM/W.KE/HSG/(TC)/16120/2018-19 Dated - 18/12/2018
Total Members	31
Plot Area	959.02 Sq. Mtrs
Zone 2021-22	46/224, Village - Mogra
Rate per sq.mtr	
Land Rate	Rs. 66,080/-
Flat Rate	Rs. 1,35,080/-
Const. Cost	Rs. 30,250/-
Completion period	36 Months + 06 Months Grace Period
D.P Remark	Ch.E/DP34202108111338168 K/E/2021/11/08/2021 Dated - 11/08/2021



अभिनिर्णयाकरीता सादर केलेला दस्त हा Re-Development Agreement या प्रकारचा असून दस्तात नमूद केल्यानुसार मिळकतीचे मालक (Society) हे विकासकास (Developers) सदरच्या दस्तान्वये विकसन हक्क प्रदान करित आहे. सादर केलेल्या दस्तात Schedule मध्ये नमूद केल्याप्रमाणे मालमत्तेचे क्षेत्र 959.02 चौ. मी. नमूद 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 31 सभासद असलेली "Rose Blossom Co-op. Hsg. Soc. Ltd." नावाच्या इमारत मोडकळीस आल्याने तसेच सदर मिळकतीमधील एकूण 31 सभासद व सोसायटीने विकासकाबरोबर इमारतीच्या पुर्नबांधणीच्या अनुषंगाने करावयाच्या विकसना संबंधी विकसन

बदर - १८		
१८००४	१०	२१५
२०२१		

करारनामा (Re-Development Agreement) केल्याचे दिसून येते. सदरनिकाधारक सभासदांना नवीन क्षेत्र जुन्या क्षेत्रावर 15% वाढवून देण्यात येत आहे.

प्रस्तुत विकसन करारनामानुसार एकूण 31 सभासदांच्या ताब्यातील Annexure मध्ये नमूद केल्याप्रमाणे मूळ क्षेत्र 11918.90 चौ.फुट कारपेट म्हणजेच 1329.25 चौ.मी. बिल्टअप असून या क्षेत्राच्या बदल्यात विकासक रहिवासी सभासदांना मूळ कारपेट क्षेत्रावर 15% वाढीव बांधकाम रहिवासी वापराच्या सभासदांना नविन इमारतीमध्ये देत आहेत. 13706.73 चौ.फुट रेंरा कारपेट म्हणजेच 1401.25 चौ.मी. बिल्टअप नविन इमारतीमध्ये देणेत येत आहे. या शिवाय दस्तात नमूद केल्यानुसार भाडे, ब्रोकरेज, शिफ्टींग चार्जेस, पार्किंग, इ. विकासक सभासदांस देणार आहे. सदरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे. प्रकरणात मूळ सोसायटी रहिवासी सभासदांना त्यांचे ताब्यातील मूळ कारपेट क्षेत्रावर वाढिव देण्यात येणारे क्षेत्र हे 30 टक्के वाढिव देण्यात येणारे क्षेत्र हे वाढिव क्षेत्र 35 टक्के देय फंजिबल क्षेत्रापेक्षा कमी असल्याने त्यावर परिपत्रक क्र. का-15/परिपत्रक/मूल्यांकन/351 दिनांक. 31/03/2018 नुसार अटि क्र (X) लागू होत नाही. सदर मिळकतीस डी.पी. रिमार्क व दस्तात नमूद केल्यानुसार 12.30 मी. कंदीचा विकास रस्ता उपलब्ध होत असल्याने सदर मिळकत क्षेत्रात 0.20 रोड विड्थ टि.डी.आर अनुगेंव होत आहे म्हणजेच सदर मिळकत क्षेत्रात 35 टक्के देय फंजिबल FSI सहीत 2.97 घटई निर्देशांक अनुगेंव होत आहे. मार्गदर्शक सुचना क्रं.21 (ब)(x) नुसार फंजिबल प्रिमियम 0.50 टक्के विचारात घेण्यात येत आहे. त्यानुसार प्रकरणात प्रिमियम हिशोबित करण्यात येत आहे. सदर मिळकतीचा विकास RERA नियमानुसार होणार असल्याने बिल्टअप क्षेत्र मा. नोंदणी महानिरिक्षक यांचेकडील परिपत्रक क्र. जा.क्र.का-15/परिपत्रक/रेंरा/ कारपेट एरिया/3 दि. 02/01/2018 नुसार घेण्यात येत आहे.

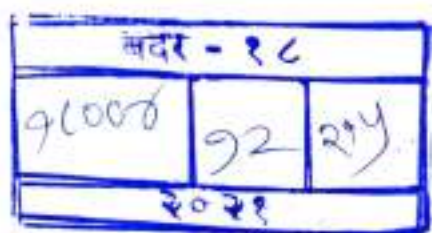
दस्तात नमूद केल्याप्रमाणे बांधून द्यावयाचे क्षेत्र विचार करून दस्तात Schedule मध्ये नमूद केल्यानुसार मातमत्तेचे क्षेत्र 959.02 चौ. मी. क्षेत्र व रस्ता कंदीने बाधित होणारे क्षेत्र विचारात घेऊन प्रकरणी मूल्यांकन सन 2020-21 चे बाजारमुल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

Re-Development Agreement (Completion Period 36 Months + 6 Months Grace Period)					
ADJ- 1016 -2021	Land	Flat	Office	Shop	Const.Cost
2020-21	66,080	135,080			30,250
Zone : Village - Mogra	46/224				
Net Plot area	959.02	sq.mtrs			
		Existing Carpet Area in Sq. ft	Total Built up Area in Sq. mtr		
Existing area (Annexure - B & V)		11918.90	1329.25		
No. of Society Members	31				
		New Carpet Area in Sq. ft	Total New Building Area in Sq. mtr		
New Area Additional 15% (RERA) (Annexure - B & V)		13706.73	1401.25		
Permissible Area	959.02	X	2.97	=	2848.29
Permissible / Potential Type of FSI	Area in Sq. mtr	X Land Rate	X Multiplication		= Total Value of Rs.
Existing Basic 1	959.02	66,080	1.00		63,372,042

सदर - १८
१८००० ११ २१५
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Available TDR 1	959.02	66,080	0.50		31,686,021
Road width TDR (0.20)	191.80	66,080	0.50		6,337,204
Fungible FSI (959.02 + 959.02 + 191.80 = 2109.84 sq.mtrs) (2109.84 x 0.35 = 738.45 sq.mtrs.)					
2,109.84	738.45				
Free Fungible (on existing area) (1329.25 x 0.35 = 465.24)	465.24	66,080	1.00		30,742,787
Charging Premium (738.45 - 465.24 = 273.21)	273.21	66,080	0.50		9,026,843
Total	2,848.29				141,164,896
Average Rate	Total Value/total area		49561.29		
Market Value 1	Balance Area * Average Rate				
(Balance Area = Total permissible area - New area given to Society members)					
2,848.29	1401.25	=	1,447.04	sq.mtrs	
	Balance Area * Average Rate				
	1,447.04	49561.29			71,717,355
Value of Developers area is Market Value is i.e. Rs					71,718,000
Consideration					Amount in Rs.
1. New area given to Society members	1401.25	30250	1.05		44507064
2. Temporary Alternate Accommodation/Rent (Page. No. 29 Para No.7.i)					
For First 12 Months	11918.90	65	12		9296742
For Second 12 Months	11918.90	70	12		10011876
For Third 12 Months	11918.90	75	12		10727010
3. Brokerage Charges (Page. No. 31 Para No. 8)					
For First Term For One Months	11918.90	65	1		774729
4. Shifting Charges (Page. No. 31 Para No. 9)	20000.00	31			620000
4. Gym/ Fitness Centre (Annexure -O Para No.f)	2848.29	30250	0.02		1,723,215
7. Car Parking (As per Pag. 21 Para No. 28)	13.75	30250	31	0.25	3,223,516
8. Common Facilities(Society office,toilet, W.cabin) (27.69+3+4.64=35.33) (Peg no. 24 Para No. C)	35.33	30250			1,068,733
9. Infrastructure charges	1401.25	5000			7,006,228
10. Development charges (2%)	1401.25	66,080	0.02		1,851,886
				Consideration	Total
					90,810,998
				i.e.Rs.	90,811,000

वरील प्रमाणे दस्तातील मिळकतीचे बाजारमूल्य रु. 7,17,18,000/- हे मोबदला रक्कम रु. 9,08,11,000/- पेक्षा कमी असल्याने जास्तीच्या मोबदला रक्कम रु. 9,08,11,000/- वर मुद्रांक शुल्क आकारणी करणे योग्य वाटते. तथापि, आदेशार्थ सादर.



मोबदला रक्कम (रु.)	अनुच्छेद	देय मु.शु (रु.)
9,08,11,000/-	5(g-a)(5%)	45,40,550/-

अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसूची 1 मधील अनुच्छेद 5(g-a)(5%) नुसार मुद्रांक शुल्क रु. 45,40,550/- देय असल्याबाबत जा.क्र.अभि/आदेश/4904/2021 दिनांक. 16/11/2021 अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरून मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपविना पक्षकार यांनी केला असल्याने दिनांक. 21/12/2021 रोजी विरूपित केलेल्या चलन क्र. MH010368210202122M वरून दिसून येत असल्याने दिनांक. 21/12/2021 रोजीचा अंतरिम आदेश हा अंतिम आदेश म्हणून कायम करण्यात येत आहे.
2. प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही हयाबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहिल त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, अंधेरी हे जबाबदार राहणार नाहीत.
3. एकूण पाने 1 ते 161 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक नमुदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.



(डॉ. जयश्री कटारे)

मुद्रांक जिल्हाधिकारी, अंधेरी.

प्रति	M/S. Vini Developers
पत्त्या	Plot B, Bhagwati Ashish CHSL Road No. - 04, Natwar Nagar, Jogeshwari East, Mumbai - 400060
प्रत	सह दुय्यम निबंधक अंधेरी कार्यालय क्र.1/2/3/4/5/6/7

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CHALLAN MTR Form Number-6



MH012368210202122M		BARCODE		Date: 20/12/2021-13:25:15		Form ID	
Inspector General Of Registration				Payer Details			
Non-Judicial Stamps				TAX ID / TAN (If Any)			
Duty on Doc Voluntarily brought for adjudication SoS				PAN No. (If Applicable)			
Name: CSA_COLLECTOR OF STAMPS ANDHERI				Full Name: MS VINI DEVELOPERS			
Location: MUMBAI				Flat/Block No. Cts No 260/A Pt AND 262 262/1 to 6 Pt			
2021-2022 One Time				Premises/Building			
Account Head Details				Road/Street: Village Mogra			
Amount of Tax		Amount In Rs.		Area/Locality: Jogeshwari East Mumbai			
4540550.00		4540550.00		Town/City/District			
				PIN: 4 0 0 0 6 0			
				Remarks (If Any)			
				ADJ/1100900/10/16/2021			
				बदर - १८ १८००० १४ २५५ २०२१			
		Amount In		Forty Five Lakh Forty Thousand Five Hundred Fifty			
		Words		Rupees Only			
45,40,550.00							
Bank Details: BANK OF MAHARASHTRA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		Ref. No.	
				02300042021122117128		001563816	
CD No.				Bank Date		RBI Date	
				21/12/2021-09:52:57		Not Verified with RBI	
Bank				Bank-Branch		BANK OF MAHARASHTRA	
Branch				Scroll No. , Date		Not Verified with Scroll	
Agent ID:				Mobile No. : 0000000000			
This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.							
नवीन कोर द्याने निलय, कार्यालय नोंदणी कार्यालया दस्तासही लागू आहे. नोंदणी न करावयाच्या दस्तासही सदर चलन लागू							
Remarks		Defacement No.		Defacement Date		Userid	
		0004987194202122		21/12/2021-15:32:33		IGR240	
				Total Defacement Amount		45,40,550.00	

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एकूण पृष्ठे १७६

Plot Area = 959.02 Sq. mt.
mv. = Rs. 9,08,11,000/-

**Condition, viz. 32(1) (b) of the Bombay
Stamp Act, 1958.**

Q. No. of the
Collection of Stamp
Case No. Adj. 1009001/1016/2021
Date 29-12-2021

Received from Shri. M/S. Nani Developers.
Stamping at
Stamp duty of Rs. (45,40,550/-) Rs. Forty Five Lakh Forty Thousand
Hundred Fifty only
Old Chalan No. ... Dated ...
Certified under Section 32(1) (b) of the
Bombay Stamp Act, 1958 that the full duty
of Rs. (45,40,550/-) Rs. Forty Five Lakh Forty Thousand Five
Hundred Fifty only
with which this instrument is chargeable has
been paid vide article No. 5 (g) of
of schedule.

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

Collector of Stamp
Mumbai

22 DEC 2021

"This certificate is issued as per provisions
of Bombay Stamp Act 1958. Provided that
if this adjudicated instrument is presented
before Registering Authority, the registering
authority will take further necessary action
as per provisions of Registration Act 1908."



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REDEVELOPMENT AGREEMENT		
२०२१		

THIS REDEVELOPMENT AGREEMENT is made and executed at Mumbai
on this day 20th of Dec., 2021

BETWEEN

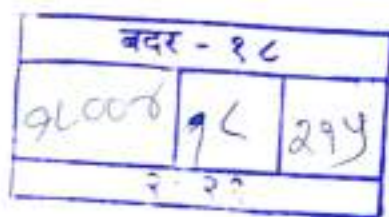
ROSE BLOSSOM CO-OPERATIVE HOUSING SOCIETY LIMITED, a
Society registered under the provisions of Maharashtra Co-operative
Societies Act, 1960 bearing Registration No. MUM/W.KE/HSG
(TC)/16120/2018-19 dated 18/12/2018, having its registered office at
Natwar Nagar, Road No. 5, Jogeshwari (East), Mumbai-400 060, 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 Managing Committee constituted for the time being and the
General Body of Members, and the Successors and Assigns of the Society]
of the **ONE PART**;

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22.	Mr. Naresh Kantilal Parmar & Mrs. Bharti Naresh Parmar.	Member	B/106
23.	Mrs. Daksha Damodar Warang & Mr. Damodar Vasudev Warang.	Member	B/204
24.	Mrs. Pallavi Prakash Walve.	Member	B/205
25.	Mr. Mahesh Kantilal Balsara.	Member	B/206
26.	Mr. Vijay Sakhararam Kelkar.	Member	B/304
27.	Mr. Nitin Krushnaji Mahure.	Member	B/305
28.	Mr. Ajay Narayan Hulalkar.	Member	B/306
29.	Mr. Santosh Vithal Mahadik.	Member	B/404
30.	Mr. Subhash S Sawant.	Member	B/405
31.	Mr. Deodatt Shankar Dhuri.	Member	B/406

All the above being the present members of **ROSEBLOSSOM CO-OPERATIVE HOUSING SOCIETY LIMITED** hereinafter collectively referred to as **"THE MEMBERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/ her/ their respective heir, executors and administrators)

SECOND PART:



M/S. VINI DEVELOPERS, a PARTNERSHIP Firm duly registered under the provisions of Indian Partnership Act, 1932 having its registered office Address at 101/B, Bhagwati Ashish CHSL, Road no - 04, Natwar Nagar, Jogeshwari East, Mumbai - 400 060, through its only Partners, (1) **MR. PRITESH DAMJI SAVLA**, (2) **Mr. UTSAV TIWARI** (3) **DDS ETAIL PRIVATE LIMITED**. Through its authorized signatory **Mr. DEEPESH NIGAM** all an adults, of Mumbai Indian Inhabitant, hereinafter referred to as **"THE DEVELOPERS"** Pan - **AAUFV4553F** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present partners constituting the firm and the survivor or survivors of them and their respective heirs, executors and administrators of the last survivor of them and his, her or their assigns) of the **THIRD PART:**

9/5/24

22/12/24

P.N.B.

4

WHEREAS:

- A. At all material times, Ramrao Madhavrao Shelkar ("the said Original Owner") was absolutely seized of and otherwise well and sufficiently entitle to all that piece and parcels of land bearing Revenue Survey No.11 Hissa No.3 (part), admeasuring $5 \frac{3}{4}$ Gunthas as per 7/12 Extracts corresponding to C.T.S. Nos. 260, 260/(1 to 14), 262, 262/(1 to 6) now bearing C.T.S. Nos. 260A & B, 262, 262/1 to 6, admeasuring 1699 sq. meters or thereabout in

as per P.R. Cards of Revenue Village Mogra, Taluka Andheri, Mumbai Suburban District situated at Natwar Nagar Road No.05, Jogeshwari (East), Mumbai -4000 60 (hereinafter referred to as 'the

LARGER PROPERTY);

By an Indenture of Conveyance dated 6th September 1960 executed between the said Original Owner namely Ramrao Madhavrao Shelkar (therein referred to as 'the Vendor') and (1) Mrs. Jainabai Fakir Mohammed Patel, (2) Shri. Fakir Mohammed Jainuddin Patel and (3) Shri. Adam Jainuddin Patel, (4) Hirabhai Jainuddin (therein referred to as 'the Purchaser') the said Original Owner namely Ramrao Madhavrao Shelkar sold, transferred and assigned all his right, title and interest in the Larger Property to Mrs. Jainabai Fakir Mohammed Patel & Ors., for a consideration and on the terms and conditions as recorded therein.

C. Accordingly, the names of (1) Shrimati. Jainabai Fakir Mohammed Patel, (2) Shri. Fakirmohammed Jainuddin Patel, (3) Shri. Adam Jainuddin Patel and (4) Hirabhai Jainuddin, were mutated in the Revenue Record of the said Larger Property. On the said larger property there were various structures being occupied by the tenants.

- D. By subsequent Agreement dated 5th September, 1981 executed by (i) Mrs. Jainabai Fakirmohmed Patel, (ii) Fakirmohmed Jainuddin Patel, (iii) Adam Jainuddin Patel and (iv) Hirabhai Jainuddin (therein referred to as "the Vendors") on one part and one Messrs Bhuwaneshwari Builders, therein referred to as "the Purchaser") of the other part, wherein the said Mrs. Jainabai Fakirmohmed Patel & Ors. Had agreed to sell the said larger property to Messrs Bhuwaneshwari Builders for consideration and on terms and conditions set out therein.

- E. By subsequent Agreement dated 2nd December, 1983, duly registered with the Joint Sub-Registrar IV, Bombay (Bandra) under Serial No. 3129 on 2nd December, 1983 made and entered into between (i) Mrs. Jainabai Fakir

Mohmed Patel, (ii) Fakir Mohmed Jainuddin Patel, (iii) Adam Jainuddin Patel and (iv) Hirabhai Jainuddin (therein referred to as "the Vendors") and Messrs Bhuwaneshwari Builders (therein referred to as "the Confirming Party") and Messrs Malkani Construction through its partners (i) Mrs. Bindiya Malkani and (ii) Shri. Bhagat H. Malkani (therein referred to as "the Purchasers"), the said Mrs. Jainabai Fakir Mohmed Patel & Ors. with the consent and confirmation of Messrs Bhuwaneshwari Builders agreed to sell, assign and transfer an undivided share, right, title and interest in the said Larger Property in favour of Messrs Malkani Construction Company together with all benefits, right, title and interest in the Agreement dated 5th September, 1981, for consideration and on the terms and condition mentioned therein.



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M/s. Malkani Construction		

- F. The said Mrs. Jainabai Fakir Mohmed Patel & Ors., had also executed an Irrevocable Power of Attorney in favour of M/s. Malkani Construction Company and conferred upon them various powers and authorities including to sign and execute Conveyance and / or other documents and to permit execution thereof and to do all the acts, deeds, matters and things in relation to the development of the said Larger Property as more particularly set out therein. The said Mrs. Jainabai Fakir Mohmed Patel & Ors. had also handed over possession of the said Larger Property, to the said M/s. Malkani Construction Company, for the purpose of the development.

- G. The said M/s. Malkani Construction Company have settled with the tenants occupying the structures standing on the said old property bearing CTS no.260/(1 to 14) and also had demolished the structures standing thereon. Since the said structures standing on land bearing CTS No, 260/ (1 to 14), adms. 183.8 sq. mtrs., was demolished. The City Survey Officer, Andheri, Mumbai Suburban vide an order dated. 9th September 1986 being no. MOGRA/CS NO.216/86 merged the area of the said CTS No. 260/ (1 to 14) in the CTS No. 260 and have issued the fresh Property Register Card for the said CTS No.260 for the area adms.591.5sq. mtrs. After the mutation in said CTS No. 260 it was affected by the road set back and the area adms. 230.4 sq. mtrs., being affected by the road setback and was handed over to the Municipal corporation of greater Mumbai. Accordingly, for the portion of the CTS No.260, adms. 230.4 sq. mtrs., being affected by the road setback, the new Property Registered Card is issued and was given new CTS NO. 260/B assigned and for the remaining area adms.361.1 sq. mtrs., as C.T.S NO-260/A.

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H. Pursuant to the said Agreement dated 2nd December, 1983 and Irrevocable Power of Attorney, the said M/s. Malkani Construction Company have constructed a building known as "Rose Blossom", comprising of Ground plus 5 (five) part upper floors, having 2 (two) Wings, containing 31 (thirty-one) residential flats on the portion of the said Larger Property (**"the said OLD BUILDING"**), on portion of the said Larger Property admeasuring 959.02 sq. meters or thereabout, bearing C.T.S. Nos. 260A & B, 262, 262/(1 to 6), of Revenue Village Mogra, Taluka Andheri, Mumbai suburban District situated at Natwar Nagar Road No.05, Jogeshwari (East), Mumbai 400060, with the proportionate set-back area to the extent of 230.4 sq. mtrs. affected under the D.P. Road, as per the common layout of the said Larger Property and delineated in RED Colour boundary line on the plan annexed and marked as **ANNEXURE "A"** hereto (hereinafter referred to as **"the said LAND"**)



I. Thus, on the said Land presently there exists the said Old Building comprising of two wing having total 31 flats, which are presently in use, occupation and possession of the members of the Society. The detail particulars of the names of the members, flat numbers, floor number, the area of the each flat, garage and the shares issued by the Society to each of their members, are more particularly set out in the List annexed hereto and marked as **ANNEXURE "B"**.

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The said M/s. Malkani Construction Company under diverse agreements sold and transferred the various flat and shops in the said old building known as "the Rose Blossom" to the prospective purchaser/s, for consideration and on the terms and conditions mentioned therein. The various flat purchasers of the said old building formed and registered the Society being co-operative housing society under the provisions of the Maharashtra Co-operative Society Act, 1960 known as "Rose Blossom Co-operative Housing Society Limited", a Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/W-KE/HSG (TC)/2444 of 1987-88, having its registered office at Natwar Nagar, Road No. 5, Jogeshwari (East), Mumbai-400 060 (hereinafter referred to as **"the said Society"**). A copy of the Society Registration Certificate is annexed and marked hereto as **ANNEXURE "C"**.

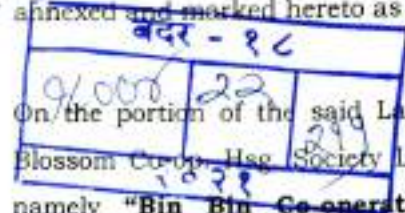
J. Though as per the said under diverse agreement duly executed under the provisions of Maharashtra Ownership of Flat Act, 1963 in favour of the flat purchasers, M/s. Malkani Construction Company being the developer and

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Shrimati. Jainabai Fakir Mohammed Patel & Ors., were under statutory obligation to transfer, assign and convey the said Land and the said Old Building and to execute the Deed of Conveyance in respect of the said Land and the said Old Building in favour of the society herein as per Section 11 read with Rule 9 of Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act 1963 ("MOFA Act") framed thereunder, M/s. Malkani Construction Company and Shrimati. Jainabai Fakir Mohammed Patel & Ors. in contravention and in breach of their statutory obligation as per provisions of Maharashtra Ownership of Flat Act, 1963 till date failed to execute Deed of Conveyance in respect of the said Land and the said Old Building in favour of the said Society herein.



K. Thereafter, the Society had filed an Application No. 104 of 2014 under section 11 (3) of the MOFA, 1960, before the District Deputy Registrar Co-operative Societies, for granting Deemed Conveyance in respect of the said Property. The learned District Deputy Registrar Co-operative Societies Mumbai City (3) vide its Order dated 24th September 2014, under Section 5A of the MOFA Act had issued a certificate for Unilateral Deemed Conveyance in favour of the said Society. In Compliance of the said Order dated 24th September 2014, the learned District Deputy Registrar Co-operative Societies Mumbai City (3) office has executed Unilateral Deed of Conveyance on 28th February 2017 in favour of the said Society. The said Unilateral Deed of Conveyance was duly stamped / adjudicated with Rs 1,16,450/- and duly certified by Collector of Stamp on 14th February 2017, however the same is not registered with the prescribed time as required under the Registration Act 1908. A copy of the Order dated 24th September 2014 is annexed and marked hereto as **ANNEXURE "D"**.



L. On the portion of the said Land alongwith the said Society namely Rose Blossom Co-op. Hsg. Society Ltd. and there is another / adjacent Society namely "**Bin Bin Co-operative Housing Society Ltd.**" formed and registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/W-KE/HSG (TC)/4918 of 1990-91, having its registered office at Bin Bin Apartment, Natwar Nagar, Road No. 5, Jogeshwari (East), Mumbai 400060 (hereinafter referred to as "**the said Adjacent Society**").

M. The said Society and the said Adjacent Society mooted their desire to amalgamate the said Society and the said Adjacent Society (i.e. the said two

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Societies) as it would be mutually beneficial if the said Society and the said Adjacent Society are amalgamated so as to form one society, accordingly the said Society and the said Adjacent Society had amalgamated and formed a new society namely "**Venus Co-operative Housing Society Ltd.**" ("**the said Proposed Venus Society**"). It has also been agreed by the said Society and the said Adjacent Society that upon receipt of the said Amalgamation order for the said Society and the said Adjacent Society, whereby one society i.e., the said Proposed Venus Society will be constituted and the said Society and the said Adjacent Society shall obtain the Unilateral Deem Conveyance in the name of the said Proposed Venus Society (i.e. the said amalgamated

N. Pursuant to Application filed by the said Society and the said Adjacent Society, the Hon'ble District Deputy Registrar Co-operative Societies, "K/E Ward, Mumbai" had vide his Order dated 27th May 2016, have dissolved the said Society and the said Adjacent Society, and formed and registered the said Venus Society namely "**Venus Co-operative Housing Society Ltd.**" under the provision of the Maharashtra Co-operative Societies Act, 1960 under Registration No. MUM/W-KE/HSG/HSG(TC)/16002/2016-2017 registered on 27th May 2016 ("**the said Venus Society**"). A copy of the Order dated 27th May 2016 is annexed and marked hereto as **ANNEXURE**

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O. Further the said Venus Society, had decided to previously amalgamate both building and again register separately and pursuant to the Application filed by the said Venus Society, before the Maharashtra Co-operative Societies, the Hon'ble District Deputy Registrar Co-operative Societies, "K/E Ward", Mumbai had vide his Order dated 18th December 2018 have dissolved the said Society and the said Venus Society comprising of two society's (formerly known as Bin-Bin Co-operative Housing Society Ltd. And Rose blossom society) and further the said Society and the said Venus Society, came to be formed and registered under the provision of the Maharashtra Co-operative Societies Act, 1960 under Registration No. Registration No. MUM/W-KE/HSG/HSG(TC)/16002/2016-2017 registered on 30th May 2016. A copy of the Order dated 18th December 2018 is annexed and marked hereto as **ANNEXURE "F"**.

P. By an amended Order / letter dated 10th April 2019, passed by the Hon'ble District Deputy Registrar Co-operative Societies, Mumbai City (3), office has issued amended certificate for Unilateral Deem Conveyance in favour of the

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said Society new Registered Certificate number. A copy of the Order / letter dated 10th April 2019 is annexed and marked hereto as **ANNEXURE "G"**.

- Q.** Thereafter, the said Society namely Rose Blossom Co-op. Hsg. Society Ltd. and the said Venues Society (formerly jointly and together known as the "Bin Bin Co- operative Housing Society Ltd.") had on 18th February 2018 passed resolution for bifurcation of societies in 2 society and in pursuant thereof the members of Rose Blossom Society issued "No Objection Certificate" dated 10/01/2018 and in pursuance thereof, the said Rose Blossom Society once again became an independent and a separate society, viz. Rose Blossom Society and Venus Co-operative Housing Society. On 10 /01/ 2018. A separate certificate was issued in the name of Rose Blossom co-op. Society Ltd. Under No. MUM/W.KE/HSG/TC/16120/2018-19/2018 / under section 24 of Maharashtra Co-operative Societies Act, 1960. A copy of the No Objection Certificate" dated 10/01/2018 is annexed and marked hereto as **ANNEXURE "H"**.

- R.** Whereas the said Society (i.e. Rose Blossom Co-op Hsg Society Ltd.) and the said Venus Society (i.e. Venus Co-operative Housing Society Ltd.) had addressed letters dated 5th February 2019 and 26th March 2019 respectively for appropriate division of setback area admeasuring 230.04 sq. meters amongst the said two societies to the to the Deputy Registrar Co-operative Housing Societies Mumbai City (3). The said Deputy Registrar vide his letter dated 10th April 2019 communicated to the society that the area admeasuring 230.4 sq. meters i.e. the setback area is to be transferred to the Rose Blossom Society (as per annexure "G") and accordingly the said area was merged in C.T.S. No.260 (1 to 14) of village Mogra Jogeshwari (East), Mumbai - 400060, pursuant to transfer application no.17/2015 and Order Passed thereon by the said office under reference no. 2.

- S.** Thus, in view of the said, the portion of the larger property is being affected by the setback area and in view of the order passed by the city survey office by issuing the fresh property card, the said Society became liable to the said Land.

- T.** By a Deed of Conveyance dated 19th November 2019, duly registered before the Sub-Registrar of Assurances under Serial No BDR-18/14486/2019 ("the said Deem Conveyance"), made and entered into between Mr. K. P. Jabole, District Deputy Registrar, Co-operative Societies Mumbai (3), on account of (i) Mrs. Jainabai Fakir Mohmed Patel, (ii) Fakir Mohmed

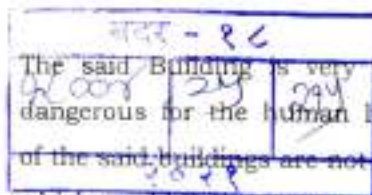
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Jainuddin Patel, (iii) Adam Jainuddin Patel and (iv) Hirabhai Jainuddin (therein referred to as "the Vendors") of the First Part and M/s. Bhuvaneshwari Builders (therein referred to as "the Confirming Party") of the Second Part and M/s. Malkani Construction Company (therein referred to as "the Developer") of the Third Part and the said Society herein namely Rose Blossom Co-op. Hsg. Soc. Ltd. (therein referred to as "the Society") of the Fourth Part, whereby the Vendors therein with the consent and confirmation of the Confirming Party therein and the Developer therein have granted, sold, conveyed, assured and transferred portion of the said Larger Property being that piece and parcel of land, bearing C.T.S. Nos. 260A (Part) & 262, 262/(1 to 10) of Revenue Village Mogra, Taluka Andheri, Mumbai Suburban District admeasuring 959.02 sq. meters and in accordance with the then prevailing Development Control Regulations, lying, being and situated at Natwar Nagar Road No.05, Jogeshwari (East), Mumbai 400060 (**"the said LAND"**) together with the building known as "Rose Blossom", comprising of Ground plus 5 (five) part upper floors, having 2 (two) Wings, containing 31 (thirty-one) residential flats on the portion of the said Larger Property (**"the said OLD BUILDING"**), and more particularly described in the **SCHEDULE** hereunder written and delineated in RED Colour boundary line on the plan annexed and marked as ANNEXURE "A" hereto (hereinafter "the said Land" and "the said Old Building" is collectively referred to as **"the said PROPERTY"**), in favour of the said Society, on the covenants mentioned therein. A copy of the Index II is annexed and marked hereto as **ANNEXURE "I"**.

U. That as such, the Society became well seized and possessed of or otherwise well and sufficiently entitled to the said Property, as more particularly described in the Schedule hereunder written.

V. The said Building is very old and in a very dilapidated condition and dangerous for the human life and property. that the structural conditions of the said buildings are not good and in dilapidated condition and expenses which would be incurred in repairing the same would not enhance the life of the same and hence, the existing building is in dilapidated Condition & inhabitable and the said Property is required to be redeveloped by constructing new building/on the said property.

W. It is further noticed that it is not feasible to carry out the structural or major repairs and It is possible to undertake the redevelopment of the said



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their competency and experiences on the basis of PMC report and comparative statement prepared by PMC;

Y. Prior to obtaining the said Deem Conveyance in respect of the said Property, the society had convened a General Body Meeting on 14th October 2012 for the purpose of appointing a developer for redevelopment of society's building (i.e. the said Old Building). Pursuant there to a meeting of General Body of the Society was held on 14th October 2012 in which the society had appointed one M/s Rite Developer Pvt Ltd ("**the said Old Developer**") as "the developer" for the society's building. The developer pursuant to the said appointment initiated the 79 (A) procedure and pursuant thereto the deputy registrar passed an order dated 22nd August 2013.

Z. Whereas after the appointment of the said Old Developer, i.e., M/s Rite Developer as developer for the society building the said developer failed and neglected to act on the said appointment for more than 9 years hence the the society thereafter issued a Show Cause Notice dated 27th February 2020 to the said Old Developer, i.e. M/s. Rite Developers and sought its explanation as to why there is no action taken by the said Old Developer i.e. M/s. Rite Developers. In reply to the said Show Cause Notice of society, M/s. Rite Developer vide their letter dated 21st September, 2020 replied whereby it was mentioned that the Rite Developers are withdrawing themselves as the developer of the said society. A copy of the said Show Cause Notice dated 27th February 2020 and the letter dated 21st September, 2020 are annexed and marked hereto as **ANNEXURE "K" & "L"** respectively.

AA. The said society had convened a Special General Body Meeting dated 14th March 2020 for the purpose of terminating the appointment of the said Old Developer, i.e. M/s. Rite Developers as the developer for the development of society's building and to cancel all the documents executed by the society in favour of the said Old Developer. Pursuant there to the meeting dated 14th March 2020 was held and the society unanimously terminated the appointment of the said Old Developer, i.e., M/s. Rite Developers as a developer for the development of society building with the proportionate setback area benefit to the extent of 230.4 Sq. Mtrs affected under D.P./road. Hereto annexed and marked **Annexure-"M"** is the copy of the said resolution dated 14th March 2020 passed by the society terminating the appointment of Rite Developers as a developer for the society building.

BB. The society addressed a communication dated 18th August 2020 to the said Old Developer, there by intimating them about termination of their appointment as developer for the society's project due to failure of the the said Old Developer to take any action pursuant to their appointment as developer. Hereto annexed **Annexure-"N"** is copy of letter dated 18th August 2020 to M/s. Rite Developers.

CC. Thereafter, the society again initiated the process of looking for developer to redevelop the society's building. In the said process the society invited various tenders from various developers for the purpose of re-developing the society building on "as is where is and as it is what it is basis" (And in such process, one Vini Developers also submitted its proposal dated 2nd March 2021 for redevelopment of society's building. A copy of the proposal dated 2nd March 2021 is annexed and marked hereto as **ANNEXURE-"O"**

DD. After considering the proposals received by the Society from various parties and after considering the irrespective financial bids and after examining/inspecting the work undertaken by each of the parties, the Developer herein namely **M/s. Vini Developers, dated 2nd March, 2021** was found to be more viable and accordingly, the Society vide resolution dated 13th JUNE 2021 confirmed and appointed the Developer herein namely **M/s Vini Developers**, as the Developer for re-development of the said property on the terms and conditions as agreed by and between the Society and by the Developer herein namely **M/s. Vini Developers**. The copy of the said offer dated 2nd March, 2021 and resolution of society dated 13th JUNE 2021 is annexed hereto and marked as **ANNEXURE-"P"**.

There after M/s Rite Developers, through their application dated - 04/05/2021 raised there objection for appointment of new developer, in pursuance there of the Assistant registrar by its letter dated 07/05/2021 asked the society explanation about the complaint of M/s Rite developers. The Rose Blossom Society there after by its letter dated-11/05/2021 replied to the assistant registrar cooperative society pursuant there to the assistant registrar by its letter dated 19/05/2021 Address to M/s Rite developers, informed M/s Rite Developers that the society has in its general body meeting has passed a resolution to that effect and further, that and the objection by the OLD developers cannot be entertained by the authority hence the application filled by M/s Rite Developers is being disposed of

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without any orders. Here to annex and marked **annexure-"Q"**

EE. The Representative from the office of the Registrar of Co-operative Society, i.e. the competent authority appointed under The Co-operative Society's Act 1960 issued its "No Objection Certificate" to the appointment of the Developer herein namely M/s. Vini Developers of the said project by the General Body Meeting of the Society held on 13th June 2021 the said meeting was attended by 28 members out of total 29 members and they unanimously voted in favour of appointing the Developer herein namely M/s.Vini Developers as the developer for re-developing the said Property and in view thereof it was resolved *inter alia* to appoint the new Developer. The said certificate also certified that the meeting dated 13th June 2021 was held as per the guidelines and proper Video Recording has been done and all the guidelines have been followed and fulfilled by the Society and in the said meeting the Society confirmed the appointment of the Developer. (The said No Objection Certificate issued by the registrar Co-Operative Housing Society K-East Ward, Mumbai is annexed and marked as **ANNEXURE- "R"**)

FF. Whereas the society asked that the Developer shall provide a Permanent Alternate Accommodation to all 31 (Thirty-One) tenements / members of the Society and shall allot the new premises, free of cost and on the ownership basis, in the proposed new building to be constructed on the said Property.

GG. In view of above Developer have agreed to redevelop the said property by relocating all the 31 (Thirty-One) tenements / members of the Society in the newly redeveloped building and during construction of the said building the completion of entire building with Occupation Certificate before allotting flats to all 31 (Thirty-One) members of the Society / occupants (residential) as per the list annexed at Annexure "B Developer will be entitled to hand over remaining saleable area/Developer Area, , available for any purposes only, to its prospective purchasers.

The Developer has agreed that it will complete the said project entirely at its own cost, charges and expenses which will also include the expenses/charges to be paid to concerned development authorities for obtaining all permission and all approvals as well as construction cost and all other charges. The Developer is aware that the said Old Developer i.e namely M/s. Rite Developer was earlier appointed as the Developer of the said Property, however the

Society have terminated the appointment of the said Old Developer. The Developer herein has agreed to take up the entire responsibility to settle at their own cost and expenses any claim and/or demands and/or civil and/or criminal proceedings, etc. if any, arises at any point from the said Old Developer i.e namely M/s. Rite Developer at any time in future without making Society liable and or responsible for the same. It is further agreed that if the new developer is required to make any expenses for filling or defending any litigation against/by old developer and if such old developer obtains any stay order before any forum the rent shall continue for six months and their after the developers shall not pay any rent to any of the members during the continuation of such stay and it is clarify that the rent shall again start on vacating of the stay order.



HH. The Developer has agreed to register the said project under Real Estate Regulation and Development Act ("**RERA**") and have agreed to utilize the c funds obtained from the sale of the saleable components and shall abide with all the rule and regulations as mentioned under the RERA Act.

II. As per the D. P. Remarks dated 11/08/2021 and there is no reservation save and except what is stated therein and the said Property is in the Residential Zone. A copy of the D. P. Remarks is annexed and marked as **ANNEXURE "S"** hereto.

JJ. The said building is assessed under "K/E" Ward by MCGM a copy of the said Assessment bill in respect of the said Property is annexed herewith and marked as **ANNEXURE "T"** hereto;

KK. The Developer has independently verified the statements made above and is satisfied with the veracity thereof. The Developer shall not raise any queries or requisitions in relation to the above. The Developer has upon taking independent advice confirmed that the said Property can be redeveloped. However subject to no further new condition are imposed for redevelopment of the said property by MCGM or any other authority.

LL. The Developer has agreed to accept from the Society the right to re-develop the said Property on "as is where is basis and as it is and what is basis". The Society and the Developer are desirous of recording in writing the terms and conditions mutually agreed between them and agreed to execute this Agreement to Grant Development Rights by recording the terms and conditions upon which the Society shall grant to the Developer and the Developer shall accept from the Society the right to re-develop the said

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M/s. Rite Developer

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Property. However it is clarify that as per P/R card the society is in possession of 959.02 sqmtrs but the area in physical possession of the society area is 930 sqmtrs only and it is agreed that by the society that if the society fails to handover the possession of the entire 959.02 sqmtrs area to the developer in that event the developer shall be entitle to deducted 3% of free of cost addition area agreed to be provided by the developer here in., In the event if the developer has already handed over the free of cost additional area to the member then in such event the member / society undertakes to pay the cost of the 3% extra area.



MM. The Developer herein has proposed 2 wings of residential buildings of 9th floors, for constructing the said New Building.

NN. Pursuant to the said appointment the developer herein i.e. Sd/s. Vini Developers and have initiated preparing the documentation regarding redevelopment of the said society building and the society passed a resolution dated **12.09.2021**, and thereby it is resolved that **Mr. Shailesh b. Rathod (Chairperson), Mr. Nitin K. Mahure (Secretary) Mr. Yogesh S. Sawant (Treasurer)** of the Society have been authorized to sign & execute this Redevelopment Agreement and General Power of Attorney and other necessary documents for and on behalf of the Society pertaining to development and redevelopment of the said property and take necessary actions and steps including attending Sub-Registrar's office for registration in pursuance thereof and to sign papers and documents as may be considered necessary and to take action from time to time in pursuance thereof. A true copy of The Resolution passed at the Special General Meeting of the members of the Society held on True Copy of Resolution dated 12.09.2021 is hereto annexed and marked **ANNEXURE "U"**

OO. The parties are now desirous of recording the terms and conditions of their agreement in these presents, as hereinafter appearing:

NOW THIS AGREEMENT FOR REDEVELOPMENT WITNESSETH AND IT IS HERE BY AGREED BY AND BETWEEN THE PARTIES HERETO AS

FOLLOWS:

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Recitals for non-operative part of this Agreement.

There recitals of this Agreement are treated as forming an operative part of this Agreement and the same shall be read and construed accordingly.

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2. Definitions of Terms-

A. Definitions-

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

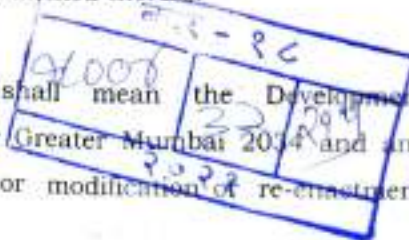
"This Agreement" shall mean this Redevelopment Agreement and all amendments made thereto.

(i) **"Amenities"** shall mean the amenities agreed between the parties to be provided by the Developers in the Members' New Flats in the New Building as per list annexed as Annexure **"Y"** hereto.

(ii) **"Carpet area"** : the carpet area of the said new premises as duly approved by statutory authority and as defined under Section 2(k) under the Real Estate (Regulation and Development) Act 2017 **[RERA AREA]** sq. ft. or thereabouts (**"the RERA CARPET AREA"**) means, the net usable floor area of an apartment, excluding the area covered by the external walls, areas underservice shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or veranda area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment. Even the M.C.G.M. Carpet area shall be mentioned in the Individual Permanent Accommodation Agreements of all the members of the Society and the approved plan by M.C.G.M. shall also be annexed thereto.

(iii) **"D.C. Regulations"** shall mean the Development Control Regulations, for Greater Mumbai 2014 and any statutory amendment or modification or re-enactment thereof.

(iv) **"FSI"** shall mean Floor Space Index as defined and understood under the Maharashtra Regional and Town Planning Act, 1966 and the D.C. Regulations or any statutory modification, re-enactment or amendment



P.N.B.
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thereof.

- (v) **"MCGM"** shall mean the Municipal Corporation of Greater Mumbai. **"RERA"** or **"MahaRERA"** shall mean the Maharashtra Real Estate (Regulation and Development) ACT, 2016 and any statutory modification or amendment or re-enactment thereof shall mean. And/or any law applicable for regulation of the Real Estate, Allotment, Construction, Sale, Management and Transfer of the Flats.
- (vi) **"Parties"** means, collectively, the Society, the Members and the Developers and **"Party"** means any one of them
- (vii) **"Re-development"** (with all its derivatives) shall mean and include the development and re-development of the said Property or parts thereof by demolition of the Existing Building/ Structures and construction of New Building thereon and also the exercise of re-development rights by the Developers by utilization of the maximum FSI on the said Property (whether by way of FSI covered by the Members' Existing Premises, any balance FSI of the said Plot and/or any incentive FSI including fungible FSI available under the DC Regulations and FSI that may be available for utilization on the said Plot by way of TDR or compensatory FSI of road setback admeasuring 230.4 sq. meters as per the D.C. Regulations or any statutory modification, re-enactment or amendment thereof or otherwise) in accordance with the terms and conditions of this Agreement.



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- (viii) **"The Existing Building/ Structures"** shall have the meaning ascribed to the term in Recital 'A' above.

- (ix) **"The Free Sale/Developers Premises"** mean all other flats other than the Members' New Flats in the New Building which belong to the Developers with full right to deal with and dispose of the same; at any stage of construction or even prior to initiating the construction work, subject to compliance of the rule and regulation under the RERA Act. However, the developer shall secure

M. M. B. 11/20/2021

K.K. P.N.B.

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appropriate permission for construction of the same.

(x) **"The Members' Existing Premises"** shall have the meaning ascribed to the terms in Recital 'k' above;

(xi) **"The Members' New Flats"** mean the flats in the New Building are marked for and to be constructed for the Members as detailed in ANNEXURE "V" to this Agreement;

(xii) **"the New Building"** shall mean the building that the Developers shall construct on the said Plot by utilization of the maximum FSI on the said Property (whether by way of FSI covered by the Members' Existing Premises, any balance FSI of the said Plot and/or any incentive FSI including fungible FSI available under the DC Regulations, and FSI that is/ may be available for utilization on the said Plot by way of TDR and compensatory FSI of road setback admeasuring 230.4 sq. meters as per the D.C. Regulations or any statutory modification, re-enactment or amendment thereof or otherwise in accordance with the terms and conditions of this Agreement.

(xiii) **"The said Plot"** shall have the meaning ascribed to the term in Recital 'f' above.

(xiv) **"The said Property"** shall have the meaning ascribed to the term in Recital 'T' above.

(xv) **"TDR"** shall mean Transferable Development Rights as understood under the Maharashtra Regional and Town Planning Act, 1966 and the D.C. Regulations 2034 or any statutory modification, re-enactment or amendment thereof.

B. Interpretation.

(i) In this Agreement, references to any agreement or document including this Agreement shall include such agreement or

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