389/2183
Friday,February 03 ,2023
1:27 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 2480 दिनांक: 03/02/2023

गावाचे नाव: वळणई
दस्तऐवजाचा अनुक्रमांक: बरल-6-2183-2023
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: चंद्रकोशा कंस्ट्रक्शन्स प्रायव्हेट लिमिटेडचे संचालक ख्यात प्रकाश शाह

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 6000.00
पृष्ठांची संख्या: 300	
एकूण:	रु. 36000.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 1:44 PM ह्या वेळेस मिळेल.

सह. दुय्यम निबंधक, बोरिवली क्र. ६
मुंबई उपनगर जिल्हा.

बाजार मुल्य: रु.287097000 /-
मोबदला रु.263454000/-
भरलेले मुद्रांक शुल्क : रु. 14388150/-

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0202202313193 दिनांक: 03/02/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0202202313328 दिनांक: 03/02/2023
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0202202313445 दिनांक: 03/02/2023
बँकेचे नाव व पत्ता:
4) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014681825202223E दिनांक: 03/02/2023
बँकेचे नाव व पत्ता:

मुळ दस्त प्राप्त झाला.

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 10 FEB 2023

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Thursday,09 February 2023 9:38 PM

इतर पावती

Original/Duplicate
नोंदणी क्र. :39म
Regn.:39M

पावती क्रं.: 3130 दिनांक: 09/02/2023

गावाचे नाव: -बळगई
दस्तऐवजाचा अनुक्रमांक: बरल-6-2183-2023
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: चंद्रकोशा कंस्ट्रक्शन्स प्रायव्हेट लिमिटेडचे संचालक ख्यात प्रकाश शाह वर्णन

दस्त हाताळणी फी	रु. 2780.00
पृष्ठांची संख्या: 139	
एकूण:	रु. 2780.00

सह.दु.नि.बोरीवली 6

1): देयकाचा प्रकार: DHC रक्कम: रु.780/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0902202316431 दिनांक: 09/02/2023
बँकेचे नाव व पत्ता:
2): देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0902202316423 दिनांक: 09/02/2023
बँकेचे नाव व पत्ता:

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Friday,10 February 2023 3:18 PM

इतर पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 3180 दिनांक: 10/02/2023

गावाचे नाव: -वळणई
दस्तऐवजाचा अनुक्रमांक: बरल-6-2183-2023
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: चंद्रकोशा कंस्ट्रक्शन्स प्रायव्हेट लिमिटेडचे संचालक ख्यात प्रकाश शाह
वर्णन

दस्त हाताळणी फी	रु. 20.00
पृष्ठांची संख्या: 1	
एकूण:	रु. 20.00

सह दु.नि.बोरीवली 6

सह. दुय्यम निबंधक, बोरीवली क्र. ६,
मुंबई उपनगर जिल्हा.

1); देयकाचा प्रकार: DHC रक्कम: रु.20/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1002202310104 दिनांक: 10/02/2023
बँकेचे नाव व पत्ता:

2/10/2023

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बरल - ६/		
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Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	02022023313445	**Date**	02/02/2023
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. Borivali 6 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	SBIN	**Date**	02/02/2023
Bank CIN	10004152023020211639	**REF No.**	303306334475
This is computer generated receipt, hence no signature is required.			

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 6 MUMBAI SUBURBAN DIST. (BANDRA)

बरल - ६/		
२९८३	२	७८
२०२३		

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0202202313328	Date	02/02/2023
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. Borivali 5 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	SBIN	Date	02/02/2023
Bank CIN	10004152023020211715	REF No.	303303324262
This is computer generated receipt, hence no signature is required.			

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 5 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★

बरल - ६/		
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Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0202202313193	Date	02/02/2023
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. Borivali 5 of the District Mumbai Sub-urban District			
Payment Details			
Bank Name	SBIN	Date	02/02/2023
Bank CIN	10004152023020211520	REF No.	3033093233858
This is computer generated receipt, hence no signature is required.			

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 ★ MUMBAI SUBURBAN DIST. (BANDRA)

बरल - ६/

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CHALLAN

MTR Form Number-6

GRN	MH014561525202223E	BARCODE	[redacted]	Date	02/02/2023-11:24:03	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fees Ordinary Collections IGR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	SRL6_JT SUB REGISTRAR BORIVALI 6	Full Name	CHANDRAKOSHA KONSTRUCTIONS PVT LTD
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS NO 88 C D PART VILLAGE VALANAI
Account Head Details	Amount In Rs.	Premises/Building	
0030053301 Registration Fee	30000.00	Road/Street	SHANKAR LANE
		Area/Locality	KANDIVALI WEST MUMBAI
		Town/City/District	
		PIN	4 0 0 0 6 7
		Remarks (If Any)	
		SRN2=-PN=ADJ IGR242 59 2023-CA=	
Total	30,000.00	Amount In Words	Thirty Thousand Rupees Only

Payment Details	UNION BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No	02901792023020244509	515462858
Cheque/DD No.		Bank Date	RBI Date	02/02/2023-11:26:07	Not Verified with RBI
Name of Bank		Bank-Branch		UNION BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No : 9773485773

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 कार्यालयाची नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Print Date 02-02-2023 11:25:16

बरल - ६/		
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मुद्रांक जिल्हाधिकारी, बोरीवली तालुका, यांचे कार्यालय

एम. एम. आर. डी. ए. इमारत, पहिला मजला,

वांद्रा-कुर्ला संकुल, वांद्रा (पुर्व), मुंबई - 400051

जा.क्र./आदेश/ 513/2023 दिनांक 27 JAN. 2023

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/IGR242/59/2023 अन्वये पक्षकार Chendrakosha Konstructions Pvt. Ltd. यांनी दिनांक 18/01/2023 रोजी Development Agreement चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे.

Particulars	Description
Date of Execution	Unexecuted
Type of Document	Development Agreement
The Society	G.K. Nagar No. 2 Co-Operative Housing Society Limited
The Developer	Chandrakosha Konstructions PVT. LTD.
The Members	Dhaval Shailesh Kapasi & Others
Society Registration No.	BOM/WR/HSG/TC/3833/1988-1989 Dated – 28/11/1988
Detail of the Property	
Village	Valnai
Taluka	Borivali
CTS No.	CTS No. 68/C/3(Part)
Plot Area	Total Plot Area = 2860.00 Sq.mtrs Less Road Set Back Area = 167.75 sq.mtrs Net Plot Area = 2692.25 sq.mtrs
No. of Members	55 Residential Members
Zone 2022-23	70/327 Village - Valnai
Rate per sq.mtr	
Land Rate	Rs. 76,250/-
Flat Rate	Rs. 1,65,880/-
Const. Cost	Rs. 30,250/-
Completion period	36 Months + 6 Months Grace Period
DP Remark	ChE./DP34202111111353910/P/N/2021/111353921 Dated – 09/11/2021

अभिनिर्णयाकरिता सादर केलेला दस्त हा Development Agreement या प्रकाराचा असून दस्तात नमूद केल्यानुसार सिलकतीचे मालक (Society) हे विकासकास (Developers) सदरच्या दस्तान्वये विकसन हक्क प्रदान करित आहे. सादर केलेल्या दस्तात Schedule मध्ये नमूद केल्याप्रमाणे मालमत्तेचे

क्षेत्र 2860.00 चौ.मी. असून त्यापैकी 167.75 चौ.मी. क्षेत्र रस्तारुंदीने बाधित होत आहे. सदरचा दस्त हा सोसायटी, सोसायटी सभासद व विकासक या तीन पक्षकार यांचे मध्ये निष्पादित होत आहे.

सदर दस्ताचे अवलोकन केले असता, असे दिसून येते की, सोसायटीच्या इमारतीमध्ये सभासद असलेली RGK Nagar No. 2 CHSL नावाची इमारत मोडकळीस आल्याने तसेच सदर मिळकतीमधील एकूण 55 सदनिका सभासद व सोसायटीने विकासकावरोबर इमारतीच्या पुर्नबांधणीच्या अनुषंगाने करावयाच्या विकसना संबंधी विकसन करारनामा (Development Agreement) केल्याचे दिसून येते.

प्रस्तुत विकसन करारनाम्यानुसार एकूण 55 सदनिका सभासदांच्या ताब्यातील नमूद केल्याप्रमाणे मूळ क्षेत्र 27720.00 चौ.फूट कारपेट म्हणजेच 3091.45 चौ.मी. बिल्टअप असून या क्षेत्राच्या बदल्यात विकासक रहीवासी सभासदांना सभासदांना दस्तासोबत जोडर केलेल्या सभासदांच्या यादीनुसार 30% जादीन क्षेत्र 36036.00 चौ.फूट कारपेट म्हणजेच 4018.88 चौ.मी MOFA बिल्टअप जादीन इमारतीमध्ये जुन्या क्षेत्राचे बदल्यात देणेत येत आहे. हे क्षेत्र मूळ क्षेत्रापेक्षा वाढीव 35% मर्यादेत असल्याने अंमलबजावणी सूचना क्र. 21(अ)(X) लागू होत नाहीत. या शिवाय दस्तात नमूद केल्यानुसार रहिवासी सभासदांना भाडे, Brokerage, Shifting Chargee, Parking असा सदरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे. तसेच सदर मिळकतीस दस्तात नमूद नुसार विषयांकित मिळकतीस Additional FSI 0.5 व Admissible TDR 0.90 असा एकूण TDR FSI 1.4 रोड विदृथ टि.डी.आर अनुज्ञेय होत आहे. म्हणजे सदर मिळकत क्षेत्र 35 टक्के जास्त फंजिबल FSI सहित 3.24 इतका चटई निर्देशांक अनुज्ञेय होत असून त्यानुसार प्रकरणी प्रिमियम वसूलीत करण्यात येत आहे. Bank Guarantee, Mortgage व Secu... Flat * मा. अपिलेट ... 540) यांनी दिनांक 20/01/2022 नुसार चे शासन निर्णय RNI No. MAR2014/2060/38023 Dated 23/12/2022 नुसार देय मुद्रांक शुल्क 0.3% वेण्यात येत आहे. सदर मिळकतीचे विल्टअप क्षेत्र ... निकषानुसार होणार असल्याने बिल्टअप क्षेत्र अंमलबजावणी सूचना क्र. 5 नुसार देणेत येत आहे.

वरील बाबींचा विचार करून दस्तात Schedule मध्ये नमूद केल्यानुसार मालमत्तेचे क्षेत्र 2860.00 चौ.मी. क्षेत्र विचारात घेऊन प्रकरणी मुल्यांकन सन 2022-23 चे बाजारमुल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

Development Agreement (Completion period 30 Months + 6 Months Grace Period)					
ADJ/IQR242/59/2023	Land	Flat	Office	Shop	Construction Cost
2022-23	76,250	1,65,880			30250
Zone : Valenal	70/327				
Total Plot Area	2860.00	sq.mtrs			
Less Road Set Back Area	167.75	sq.mtrs			
Net Plot area	2692.25	sq.mtrs			
		Existing Carpet Area in Sq. ft	Total Built up Area in Sq. mtr		
Existing area		27720.00	3091.45		
No. of Society Members	55				
		New Carpet Area in Sq. ft	Total New Buildup Area in Sq. mtr		
30% Additional New Area MOFA		36036.00	4018.88		

Permissible Area	2692.25	x	3.24	=	8722.89
Permissible / Potential Type of FSI	Area in Sq.mtr.	X Land Rate	X Multification		= Total Value of Rs.
Existing Basic I	2,692.25	76,250			20,52,84,063
Additional FSI (2692.25 x 0.50)	1,346.13	76,250	0.50		51,35,21,016
Admissible TDR (2692.25 x 0.90)	2,423.02	76,250	0.70		12,93,28,693
Fungible FSI (2692.25 + 550.00 + 1346.13 + 1873.02 = 6461.40 sq.mtr.) (6461.40 x 0.35 = 2261.49 sq.mtrs.)					
6,461.40	2,261.49				
Free Fungible (on existing area) (3091.45 x 0.35)	1,082.01	76,250	1.00		8,25,03,067
Charging Premium (2261.49 - 1082.01)	1,179.48	76,250	0.50		4,49,67,706
Total	8,722.88				51,34,04,544
Average Rate	Total Value/total area		58857.21		
Market Value I	Balance Area * Average Rate				
(Balance Area = Total permissible area - New area given to Society members)					
8,722.88	4018.88	=	4,704.00	sq.mtrs	
	Balance Area * Average Rate				
	4,704.00	58857.21			27,68,64,212
Rod Cut Back Value	167.75	76250.00	0.8		1,02,32,750
					28,70,96,962
Market Value	Value of Developers area is Market Value i.e. Rs				28,70,97,000
Consideration					
1. New area given to Society members	4018.88	30250			Amount in Rs. 12,76,49,827
2. Hardship Compensation (Page No. 39, Para No. f)	27720.00	1008			2,79,41,760
3. Rent (Page No. 37, Para No. 13)					
For First 12 Months	27720.00	60	12		1,99,58,400
For Next 12 Months (10% Add)	27720.00	65	12		2,16,21,600
For Next 12 Months (10% Add)	27720.00	70	12		2,32,84,800
4. Brokerage (Page No. 17, Para No. g)					
For First Term	27720.00	60			16,63,200
For Second Term	27720.00	65			18,01,800
For Third Term	27720.00	70	1		19,40,400
5. Shifting Charges (Page No. 41, Para No. 16)	20000	55			11,00,000
6. Refundable Security Deposit (Page No. 58, Para No. 44)					25,00,000
7. Car Parking (Page No. 37, Para No. 12)	13.75	30,250	55	0.3	68,62,969
8.Common Facilities(Society office,toilet, W.cabin) (22.30+3+4.64=29.95)	29.95	30250			9,05,988
9. Development charges (2%)	4018.88	76,250	0.02		61,28,799
10. Infrastructure Charges	4018.88	5,000			2,00,94,424
	Consideration			Total	26,34,53,966
				i.e.Rs.	26,34,54,000

2023 ७ ३८
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वरील प्रमाणे दस्तातील मिळकतीचे मोबदलामुल्य रक्कम रु. 26,34,54,000/- हे बाजारमुल्य रक्कम रु. 28,70,97,000/- पेक्षा कमी असल्याने जास्तीच्या बाजारमुल्य रक्कम रु. 28,70,97,000/- वर मुद्रांक शुल्क वसूल करण्यात आले आहे.

बाजारमुल्य (रु.)		अनुच्छेद	देय मु.शु (रु.)
28,70,97,000/-		5(g-a)	1,43,54,850/-
Bank Guarantee	(Page No. 86, Para No. 89) Rs. 1,11,00,000/-	54(II) 0.3%	33,300/-
एकूण			1,43,88,150/-

रु.रु. - वि/
2903 C 86
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आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 मधील अनुच्छेद 5(g-a)(5%) नुसार मुद्रांक शुल्क रु. 1,43,88,150/- देय असल्याबाबत जा.क.ओटीस/461/2023 दिनांक. 24/01/2023 अन्वये आदेश पारित करण्यात आले होते. त्यानुसार मुद्रांक शुल्काच्या भरणा कोणत्याही आक्षेपविना पक्षकार यांनी केला असल्याने दिनांक. 25/01/2023 रोजी विकसित केलेल्या चलना क्र. MH014259390202223E चलन दिसून येत असल्याने दिनांक. 24/01/2023 रोजीची नोटीस ही आदेश म्हणून कायम करण्यात येत आहे.
2. प्रस्तुत दस्तात पक्षकारांचे मुद्रांक शुल्क व दंड तसेच नोंदणी करताना नोंदणी फी जरी चुकलेली असली तरी प्रस्तुत दस्तातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही तसेच सदरील मिळकती असल्यास ते अधिकृत होणार नाही. हयाबाबतची सर्व जबाबदारी संबंधीत दस्तातील पक्षकार यांची असून शासन अथवा मुद्रांक जिल्हाधिकारी, बोरीवली हे जबाबदार राहणार नाहीत.
3. एकुण पाने 1 ते 273 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.

(वैशाली चव्हाण)
मुद्रांक जिल्हाधिकारी, बोरीवली.

प्रति	Chandrakosha Konstructions Pvt. Ltd.
पत्ता	Flat No. 702, Om Asha Niketan CHSL, Jintedra Cross Road, Malad (East), Mumbai – 400 097.
प्रत	सह दुय्यम निबंधक बोरीवली कार्यालय क्र. 1/2/3/4/5/6/7/8/9

COLLECTOR OF STAMPS BORIVALI

CHALLAN
MTR Form Number-6

GRN	MH014259390202223E	BARCODE	Date 24/01/2023-16:40:16 Form ID
Department	Inspector General Of Registration		
Type of Payment	Non-Judicial Stamps Duty on Doc Voluncarily brought for adjudcatn SoS	TAX ID / TAN (If Any)	Payer Details 2963 e 23 2023
		PAN No.(If Applicable)	
Office Name	CSB_COLLECTOR OF STAMPS BORIVALI	Full Name	CHANDRAKOSHA KONSTRUCTIONS PVT LTD
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS NO 88 C 9 PART VILLAGE VALANAI
		Premises/Building	
		Road/Street	SHANKAR LANE
		Area/Locality	KANDIVALI WEST MUMBAI
		Town/City/District	
		PIN	4 0 0 0 6 7
		Remarks (If Any)	ADJ/IGR242/69/2023

Account Head Details	Amount In Rs.
0030050801 Amount of Tax	14388150.00
Total	1,43,88,150.00

Amount In Words: One Crore Forty Three Lakh Eighty Eight Thousand One Hundred Fifty Rupees Only

₹14388150.0

DEFACED DEFACED

Payment Details	BANK OF MAHARASHTRA

Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK			
Bank CIN	Ref. No.	02300042023012414835	230243697833
Bank Date	RBI Date	24/01/2023-16:41:57	Not Verified with RBI
Bank-Branch		BANK OF MAHARASHTRA	
Scroll No. , Date		Not Verified with Scroll	

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9870176006
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Defaced by me
Anil Tippawar
(Clerk)

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	User Id	Defacement Amount
1		00070850962022223	25/01/2023-12:24:42	IGR242	14388150.00
			Total Defacement Amount		1,43,88,150.00

Print Date 25-01-2023 12:24:46

बरसे - ६/		
२१५३	९०	७८
२०२३		





MH014259390202223M

Annexure A/s. 32(1) (b) of the Bombay Stamp Act, 1958.

Office of the Collector of Stamps

Case No Adj. 359/2023

Date 18/01/2023

Received from Shri. Chandrasekha Konstructions pvt ltd

residing at .....

sum of duty of Rs. 1,14,38,150/-

vide C.R. No. ..... Dated 27/01/23

Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 1,14,38,150/- with which the instrument is chargeable has been paid by adhesive stamps of Rs. Nil

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

Place: Borivali

Date: 27 JAN 2023

Collector of Stamps
Borivali

बरल - ६/

२९५३	९९	-BE
२०२३		

Area 2892.33 Sq.mt / Carpet

M.V. 21709700/-

COLLECTOR OF STAMPS BORIVALI

THE SEAL OF THE SUB REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (MAHARASHTRA)

₹ मुद्रांक शुल्क ... या मिळकत निर्मिती बाबतचे ...
भोगवटा प्रमाणपत्र ... बाबतचे ... दिनांक ...
अधिनियम १९५८ ... बाबतचे ... दिनांक ...
कार्यवाही करणेत ...

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 28th day of JANUARY, at Mumbai in the Christian Year of Two Thousand and Twenty-Three (2023);

BETWEEN:

बरल - ६/		
2153	92	68
Mehul A. Kothari		
2223		
Ashish K. Mehta		
Barla		
Mehta		

P Shah

11A	12A	13A	14A	15A
				B. P. Thakur
16B	17B	18B	19B	20B
		S. V. Kothari		
21A	22A	23A	24A	25A
V. H. Shah	Y. H. Shah.	N. J. Shah	Y. H. Shah.	
26B	27B	28B	29B	30B
		Bhakti S. Shah	A. B. Vora	
31A	32A	33A	34A	35A
			N. M. Vora	
36B	37B	38B	39B	40B
U. A. Shah		Ashish K. Mehta	Ashish K. Mehta	
41A	42A	43A	44A	45A
Bharat S. Shah		A. D. Masalia	Bharat S. Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	K. M. Kothari		
51A	52A	53A	54A	55A
C. J. Vora				P Shah
61A	62A	63A	64A	65A
		BPS	S R Mehta	Shah P. D.
71A	72A	73A	74A	75A
			S. P. Shah	

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 1 THE STATE OF MAHARASHTRA MUMBAI SUBURBAN DIST. (MAHARASHTRA)

(3)

बरल - ६/		
२९७३	९३	६३८
२०२३		

G. K. NAGAR NO.2 CO-OPERATIVE HOUSING SOCIETY LTD., a Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960, bearing under Registration No. BOM/WR/HSG/TC/3833/1988-1989 dated 28.11.1988 having its registered office at Shankar Lane, Kandivali West, Mumbai – 400 067 (through their Executive/Office bearers /Executives namely: -

1.	**Mr. Ashish A Shah**	Chairman
2.	**Mr. Mehul A. Kothari**	Secretary
3.	**Mr. Ashish K. Mehta**	Treasurer
4.	**Mr. Kirti R. Shah**	Committee Member
5.	**Mr. Hiren N. Shah**	Committee Member

Hereinafter called "**THE SOCIETY**" (*which expression shall unless it be repugnant to the context or the meaning there of be deemed to mean and include the Members for time being and from time to time of the said Society and their successors-in-title and permitted assigns*) of the **FIRST PART**;

AND

CHANDRAKOSHA KONSTRUCTIONS PVT. LTD., CIN NO. U45200MH1994PTC082339, a Private Limited Company incorporated and registered under the Companies Act, 2013 having its registered office at Flat No-702, Om Asha Niketan Che Ltd Jitendra Cross Road, Malad East Mumbai-400097, through its director, Mr. Khyat Prakaash Shah, hereinafter called "**DEVELOPER**" (*Which expression shall, unless contrary to the context or meaning thereof, mean and include its successors-in-title and assigns*) of the **SECOND PART**;

AND

(h)

बरला - ६/		
२०२३		

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

COLLECTO
BOI
THE SEAL OF THE SUB-REGISTRAR BORIVALI
MUMBAI SUBURBAN DIST. (BORIVALI) NO. 6

(5)

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सरल - ६/		
२९३	१५	७८
२०२३		

Sr. no	Flat No.	Wing	Name of the Member
1	11	A	Dhaval Shailesh Kapasi
2	12	A	Chetan Jawaharlal Sanghavi
3	13	A	Parag R Thar & Bhavna P Thar
4	14	A	Ashish A. Shah
5	15	A	Bhavna P Thar & Parag R. Thar
6	16	B	Kalpesh J. Shah Vimlaben J Shah
7	17	B	Jaibala Rajendra Shah
8	18	B	Vijaykumar T. Kothari & Shilpa V Kothari
9	19	B	Anamika Vipul Kothari
10	20	B	Shailesh P Kapasi & Heeta S Kapasi
11	21	A	Hiren N. Shah & Urmi H Shah & Vidisha H. Shah
12	22	A	Hiten Bipin Shah & Yogita Hiten Shah
13	23	A	Nimesh J Shah & Bijal N Shah
14	24	A	Hiten Bipin Shah & Yogita Hiten Shah
15	25	A	Chirag Mahendra Shah
16	26	B	Tejas Rajendra Doshi
17	27	B	Dipesh L Shah, Dipal B Gandhi, Sweety Shah
18	28	B	Shailesh Chimubhai Shah & Bharti S. Shah
19	29	B	Anshu Bharat Vora
20	30	B	Bipin Dalichand Shah & Ila B Shah
21	31	A	Kirti R Shah & Kalpana K Shah
22	32	A	Alka A. Parikh & Atul V Parikh
23	33	A	Pratibha Fatechand Mehta, Anjana Mukund Mehta, Neeta Ashok Doshi, Aarti Shailesh Shah & Sejal Pankaj Shah
24	34	A	Nitin M. Vora, Chintan N. Vora & Nikita C. Vora
25	35	A	Mahesh M. Bhatt
26	36	B	Rajnikant A. Shah
27	37	B	Ashok C Kothari & Rajeshkumar C Kothari
28	38	B	Ashish K Mehta & Trupti A Mehta
29	39	B	Anasuya K Mehta & Ashish K. Mehta
30	40	B	Beena Sudhir Vora & Sudhir Narsidas Vora
31	41	A	Bhavna S. Shah & Sandeep D. Shah
32	42	A	Dimple Nimesh Shah

G

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 5 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

बरल - ६/

२९१३	१७	७३८
२०२३		

33	43	A	Ashish D. Masalia & Jaya D Masalia
34	44	A	Sandeep D. Shah & Bhavna S Shah
35	45	A	Urvi J. Shah
36	46	B	Sadhanaben N. Shah & Narendra A Shah
37	47	B	Jaydeep N Vora & Preeti J. Vora
38	48	B	Khushbu M. Kothari & Mehul A. Kothari
39	49	B	Ajit V. Shah
40	50	B	Pushpa D. Doshi & Dharmendra T Doshi
41	51	A	Chirag Jitendra Vasa
42	52	A	Shashikant T. Maniyar
43	53	A	Chandresh R. Shah & Yogesh R Shah
44	54	A	Bipin M. Shah & Haren Shah
45	55	A	Chetan H. Shah & Krunal H Shah
46	61	A	Anila Ashok Kothari
47	62	A	Ashok R Kothari
48	63	A	Bela P. Shah & Khyati P. Shah
49	64	A	Sandhya R. Mehta
50	65	A	Pravina Dinesh Shah
51	71	A	Kalpanaben H. Bhandari, Himmatlal J. Bhandari, Nirav H. Bhandari & Ritesh H Bhandari
52	72	A	Manorhaben N. Gandhi & Narottamdas R Gandhi
53	73	A	Labhuben G. Karelia
54	74	A	Naitul P. Shah & Sweti P. Shah
55	75	A	Navin P. Sanghavi & Bharti N Sanghvi

All Indian Inhabitants, all are bonafide Members of **G. K. NAGAR NO. 2 CO-OPERATIVE HOUSING SOCIETY LTD.**, hereinafter referred to as **"THE MEMBERS"** (*which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns*) of the **THIRD PART**;

(8)

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

(9)

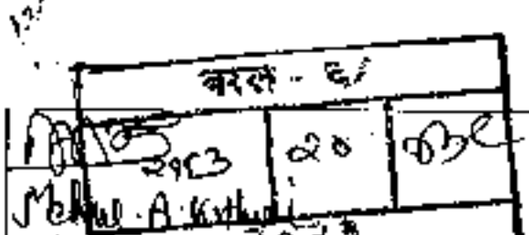
बरल - ६/		
२९७	९८	७८
२०२३		

❖ **DESCRIPTION OF PROPERTY:**

ALL THAT piece or parcel of land being Plot No. B bearing, CTS No. 68/C/3 (Part) admeasuring 2,860 sq. mts. or thereabouts plus the proportionate benefit existing D P road area, set back area and incidental benefit at common R G portions (as per the Registered Deemed Conveyance Deed dated 20.04.2015) of revenue Village Vanaan, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban; lying and being situated at Shankar Lane, Kandivali (West), Mumbai-400 067 (*hereinafter referred to as "the said Land" and more particularly mentioned in the First Schedule herein*) **TOGETHERWITH** the building standing thereon known as **G. K. NAGAR NO.2 CO-OPERATIVE HOUSING SOCIETY LTD.** consisting of two wings "A wing" comprising of Stilt plus Seven upper floors and "B wing" comprising of Stilt plus Four upper floors, Further comprising of 55 Flats and standing on the said Land and situated at Shankar Lane, Kandivali West, Mumbai – 400 067, (*hereinafter referred to as "**the said Building**" and more particularly mentioned in the second Schedule herein*) (*the said Land and the said Building individually, hereinafter shall be collectively referred to as "**the said Property**"*) and more particularly described in the Third Schedule hereunder written;

WHEREAS:

a. At all the material time, (1) Mr. John Felix Pereira, (2) Mr. Thomas Eustace Pereira, (3) Mr. Hubert Pereira (4) Mr. Andrew Pereira, (5) Mrs. Angelina D' Lima nee Miss. Angelina Pereira, (6) Mr. Adrian Pereira, (7) Mr. Gerard Pereira, (8) Miss. Gilray Rose Pereira, (9) Mrs. Christina Maria nee Miss Christiana Pereira, (10) Mrs. Lueba Maria nee Miss Lueba Pereira (11) Miss Muriel Rose Pereira, (12) Mrs. Lalita Castelino nee Miss Lalita Pereira, (13) Miss Rumila D'cruz, (14) Mrs. Kate Pereira (15) Ms. Nita Pereira, (16) Mr. Dilip Pereira, (17) Mrs. Olive Irein nee Miss. Olive Pereira (18) Mr. Dicky Pereira (*hereinafter*





11A	12A	13A	14A	15A
		B.P Thar		B. P. Thar
16B	17B	18B	19B	20B
		S.V. Jotwani		
21A	22A	23A	24A	25A
U.H.Shah	Y.H.Jhah.	B.N. Shah.	Y.H.Jhah.	
26B	27B	28B	29B	30B
		Bhakti S. Shah	A.B. Vora	
31A	32A	33A	34A	35A
Kalpana K Shah			N.M.Vora	
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
Bharat S. Shah		A.D. masalia	Bharat S. Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	K.M Kothari		
51A	52A	53A	54A	55A
C. J. Vora		C.A Shah		
61A	62A	63A	64A	65A
Ashish Kothari		BPS	S R Mehta	Shah P.D.
71A	72A	73A	74A	75A
			S. P. Shah	

(11)

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२०२३		

*referred to as the said "**Erstwhile Owners**")* were the owners with respect to ALL that piece or parcel of land bearing Survey No. 7 Hissa No. 5 (part), Survey No. 58 Hissa No. 3 (part) & 8 (part) and Survey No. 8 Hissa no. 1 (part) admeasuring 12,240 Sq. meters or thereabout of Revenue Village Valanai, Taluka Borivali, Mumbai Suburban District situated at Shankar Lane, Kandivali (west), Mumbai – 400 067; *(hereinafter referred to as the "**said Entire Layout**")*

b. By and under Development Agreement dated 4th July, 1980 read with diverse deeds of Confirmations/Declarations, made and entered between the said Erstwhile Owners and Mr. Satish Jamnadas Dattani, the said Erstwhile Owners have granted Development Right in respect of the area admeasuring 9,196 Sq. mts. out of the said entire Layout i.e. ALL THAT piece or parcel of land bearing CTS No. 67,68 & 92 (part) now bearing CTS No. 67/A, 67/B, 67/C/1, 67/C/2, 68/A, 68/B, 68/C/1, 68/C/2, 68/C/3, 92/A, 92/B and 92/C admeasuring 9,196 Sq. meters or thereabout of Revenue Village Valanai, Taluka Borivali, Mumbai Suburban District situated at Shankar Lane, Kandivali (west), Mumbai – 400 067 *(hereinafter referred to as the said "**Larger Property**")* unto and in favor of the said Mr. Satish Jamnadas Dattani for the price and the consideration and upon the terms and conditions more particularly mentioned therein;

c. By and under an Agreement dated 12th August 1981, made and entered between the said Satish Jamnadas Dattani of First part and M/s G.K. Development Corporation *(hereinafter referred to as "**the said Erstwhile Developer**")*, of Other Part. The said Satish Jamnadas Dattani have transfer and assigned the development rights in respect of the said Larger Property to said Erstwhile Developer, for the price and consideration and upon the terms and conditions more particularly mentioned therein;

d. The said Erstwhile Developer has got the plan sanctioned under file no. E.B./CE/4530/BS II/AR for Development and constructed on the land bearing



11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

बरल - ६/
२१३ | २३ | ०३८
२०२३

ALL THAT piece or parcel of land or ground Plot No. B, bearing CTS No. 68/C/3 (part) admeasuring 2860 sq. mts. or thereabouts together with benefits of the existing D.P. Road now bearing CTS No. 68/B and incidental benefits of common 'R.G.' portion (forming the part and parcel of the approved layout of the said larger property) of Revenue Village Valanai, Taluka Borivali, Mumbai Suburban District situated at Shankar Lane, Kandivali (West), Mumbai - 400 067 (*hereinafter referred to as the "said Land"*) a building known as "**G. K. NAGAR NO.2**" consisting of two wings "A wing" comprising of Stilt plus Seven upper floors and "B wing" comprising of Stilt plus Four upper floors, further comprising of 55 Flats and based on which the entire building was developed (*hereinafter referred to as the said Building*); (*The said Land and the said Building individually, hereinafter shall be collectively referred to as the "said Property"*); A copy of the CTS plan is annexed hereto as "**Annexure- A**"; and copy of the Property Register card is annexed as "**Annexure -B**".

e. The building was ready in all respect under file no. E.B./CE/4530/BS II/AR and accordingly the Flats were allotted to 55 Members with total area of 2575.27 sq. Mtrs carpet area;

f. The respective Purchasers of the said Flats in the said building have come together and have formed Co-Operative Housing Society under the name and style of as **G. K. NAGAR NO. 2 CO-OPERATIVE HOUSING SOCIETY LTD.**, formed and registered under the provisions of Maharashtra Co-operative Societies Act, 1960, and under Registration No. BOM/WR/HSG/TC/3833/1988-1989 dated 28.11.1988 having its Registered office at Shankar Lane, Kandivali West, Mumbai – 400 067 (*i.e. the Society herein*). A copy of Registration Certificate of the Society is annexed hereto as "**Annexure-C**";

g. Under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 the

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

बरल - ६/		
२९५३	२७	७८
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Society was entitled to obtain conveyance immediately after formation of the Society on 28.11.1988;

h. In spite of the said Society being statutorily entitled to, demanding and persisting for conveyance, the landlord/builder/Promoter/s owning the said Property did not convey the said Property to the Society;

i. Under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and amended rules thereunder the Society filed application with the Competent Authority for deemed conveyance and fulfilled the requirements of the amended rules;

j. Pursuant to order cum certificate dated 26.05.2014 Deemed conveyance No. DDR-4/Mum/D.C./G.K. Nagar No. 2 CHSL/754/2014 issued by Competent Authority u/s 11(3) & 11(4) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter 'the M.O.F.A.') the competent authority was pleased to pass Unilateral Deemed Conveyance Order unto and in favour of Society declaring the Society as owner of the said Property under the Provisions of Maharashtra Ownership Flats Act, 1963;

k. Under the above background and circumstances, the entire purchase price of the said Property was paid by the Members and for the sake of convenience and for common maintenance and management, the said Property was acquired in the name of the Society under Conveyance Deed dated 20.04.2015;

l. By and under Deed of Conveyance dated 20.04.2015, registered with the office of Sub-Registrar of Assurance at Bombay under Serial No. BRL-7/4503 of 2015 dated 12.05.2015, made and entered into by Mr. Narendra Nikam, the Competent Authority & District Deputy Registrar, Co-Operative Societies,

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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Mumbai city (4) *(hereinafter referred to as the Competent Authority)* on account of defaulting Erstwhile Owners *(therein referred to as the Vendors/ Competent Authority)* of the First Part and Mr. Narendra Nikam, the Competent Authority & District Deputy Registrar, Mumbai city (4) *(hereinafter referred to as the Competent Authority)* on account of Erstwhile Developer *(therein referred to as the Confirming Party/Competent Authority)* of the Second Part and Society herein, *(therein Referred to as the Purchaser/The Society of the Third Part)*, the Competent Authority in exercise of the powers conferred on it under section 5A of the M.O.F.A. conveyed, transfer, released and assured the said Property unto and in favour of the Society herein for the terms and conditions, more particularly mentioned therein. A copy of the Index II of the Deed of Conveyance dated 20.04.2015 is annexed hereto as "Annexure-D";

m. In the Special General Body Meeting of the Society, the Society unanimously decided to go for redevelopment of the Society's Land & Building by appointing the Developer;

n. The Society being desirous of redevelopment of the said Property, followed the redevelopment guidelines/policy resolution/s of the State Government under as per Section 79(A) of the Maharashtra Co-operative Societies Act, 1960 (hereinafter 'the M.C.S. Act') and invited offers from various Developer/s to redevelop the said Property and in response thereto various offers were received by the Society, from various Developer, out of which few offers were shortlisted including Offer Letter received from the Developer herein were placed for discussions and deliberations;

o. Pursuant to the consents of the majority Members (more than 51%) as provided in the Government Resolution dated 04.07.2019 issued by the State Government (Co-operation, Marketing and Textiles Department) under Section 79A of the M. C. S. Act 1960; the Society in a general body meeting held on

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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09.10.2021 in the presence of the representative of the Deputy Registrar, Co-operatives, R-South Ward, Mumbai, resolved by a majority [52 (fifty two) out of 55 (fifty five) members] to accept the Developer's filled up Tender Document/Final Offer dated 01.09.2021 and to appoint the Developer to commence, carry out and complete the redevelopment of the Society's Property on the terms and conditions as mutually agreed and also granting 'no objection' for pursuing further steps in connection with the proposed re-development of the Society's Property. Society hereby places on record that Developer filled-up Tender Document / Final Offer dated 1st September, 2021 is accepted subject to terms and conditions mentioned therein. A copy of the Offer letter dated 01.09.2021 is annexed hereto as **"Annexure-E"**;

p. The Dy. Registrar Co-operative Societies, Mumbai Suburban District, Mumbai by his letter bearing No. Ja.Kra.Mumbai/Up.Ni/R.D.Ward/B-2/Redevelopment/1567/2021 dated 13.10.2021 addressed to to the Society confirmed that, the Society held Special General Body Meeting on 09th October 2021 (the said SGM) in the presence of Authorized Officer Mr. Chetan Shrikhande, Assistant Co-operative Officer. Out of 55 Members who were present for the meeting as set-out hereinabove, majority Members i.e., 52 Members out of 55 Members have selected Chandrakosha Konstructions Pvt. Ltd as Developer for the purpose of redevelopment of the Society's building and also granted permission for taking further steps for redevelopment of the said property. A copy of letter dated 13.10.2021 is annexed hereto as **"Annexure-F"**

q. The Society issued a Letter of Intent dated 28.04.2022 (the said LOI) to the Developer inter alia confirming their appointment as the Developer for redevelopment of the said Property on the terms and conditions as contained in the aforesaid Letter of Intent read with the Revised Offer Letter dated

Mehul A. Kothari

Ashish K. Mehta

Rashmi

Sushil

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11A	12A	13A B.P. Thaur	14A	15A B.P. Thaur
16B	17B	18B S.V. Jethani	19B	20B
21A U.H. Shah	22A Y.H. Shah.	23A N.J. Shah B.N. Shah.	24A Y.H. Shah.	25A
26B	27B	28B Bhakti S. Shah	29B A.B. Vora	30B
31A Kalpana Shah	32A Parul	33A	34A N.M. Vora	35A M.M. Shah
36B	37B	38B	39B	40B
41A Bhavna S. Shah	42A	43A A.D. Masalia J.D. Masalia	44A Bhavna S. Shah	45A U.J. Shah
46B	47B Preeti	48B M.M. Kothari Mehul A. Kothari	49B	50B
51A C.J. Vora	52A	53A C.R. Shah Y.R. Shah	54A	55A
61A	62A A.R.	63A B P S	64A S R Mehta	65A Shah P.O.
71A	72A	73A	74A S. P. Shah	75A

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 6

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01.09.2021 of the Developer. A copy of Letter of Intent dated 28.04.2022 is annexed hereto as "Annexure-G";

r. In the Special General Body Meeting of the Society held on 26.12.2022 - the Society has unanimously (i.e. 51 out of 55 members present and voting) passed and approved the drafts of Development Agreement and Power of Attorney and all other incidental documents and have also authorized (1) Mr. Ashish K. Shah, Chairman (2) Mr. Mehul A. Kothari – Secretary (3) Mr. Ashish K. Mehta – Treasurer (4) Mr. Kirti R. Shah- Committee Member (5) Mr. Hiren N. Shah- Committee Member any two out of above five as per availability to sign all the documents and also attend the office of Sub-Registrar of Assurance to register the same. A copy of True copy extract of the Resolution dated 26.12.2022 is annexed hereto as "Annexure-H";

s. The Developer is aware about the details of the Members who have not consented to the Developer's appointment in respect of the present redevelopment project and the Developer is entitled to negotiate with such dissenting members as it may deem fit for their respective consent/s prior to initiating appropriate legal proceedings against them;

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

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

Mehul A Kothari Ashish K mehta Preetam	वरस - ६/ 2023	32 BC 2023

11A	12A	13A B. P. Thar.	14A	15A B. P. Thar.
16B	17B	18B S. V. Kotwani	19B	20B
21A U. H. Shah	22A Y. H. Shah.	23A N. J. Shah B. N. Shah.	24A Y. H. Shah.	25A
26B	27B	28B Bharti S. Shah	29B A. B. Vora	30B
31A Kalpana K Shah	32A	33A	34A N. M. Vora C. N. Vora	35A
36B	37B	38B	39B	40B
41A Bharati S. Shah	42A	43A A. D. Masalia S. D. Masalia	44A Bharati S. Shah	45A U. J. Shah
46B	47B Preeti	48B K. M. Kotwani Mehul A Kothari	49B	50B
51A C. J. Vora	52A	53A C R Shah Y R Shah	54A	55A
61A Amita Akothari	62A A. R.	63A B P S	64A S R Mehta	65A Shah P. O.
71A	72A	73A	74A S. P. Shah	75A

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST.

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1. **RECITALS FORMING PART OF THIS AGREEMENT OF DEVELOPMENT:**

The Parties hereby declare and confirm that what is recited herein above shall deem to form an integral part of this Agreement as if the same are repeated herein verbatim. Any written or Agreement which may be agreed to be executed shall be treated as void and the final terms are as enumerated herein. This Document shall supersede all other documents i.e., Tender Documents, offer letter, final offer letters, letter of Intent insofar as the terms and conditions of the antecedent documents/papers writings are repugnant to the terms and conditions recited herein and the Contract herein shall be read with any supplementary terms, if any, in written will be treated as a consolidated Contract and further terms which may be required to be impleaded, the same may be impleaded by executing Supplementary Agreement in writing.

2. **REPRESENTATIONS:**

REPRESENTATIONS OF THE SOCIETY TO THE DEVELOPER:

I. The Society is the owner of the said Property as referred to in recitals above and as such the Society is only in the physical possession of the said Property as owner thereof.

II. That there is no case or any legal proceeding (save and except what are mentioned below) pending against the said Society filed by any persons or party in respect of the said Property whereby the Society is prevented from entering into this Development Agreement or from developing the said Property and that the said Property of the Society is not affected by doctrine of Lis-pendens of any court matter and if any disputes and/or court matters will be resolved by the concerned Members with the help of Society.

IIA. Society has represented that and the Developer is aware that: -

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11A	12A	13A	14A	15A
		B. P. Thar		B. P. Thar
16B	17B	18B	19B	20B
		S. V. Kothari		
21A	22A	23A	24A	25A
U. H. Shah	Y. H. Shah.	N. J. Shah B. N. Shah.	Y. H. Shah.	
26B	27B	28B	29B	30B
		Bhakti S. Shah	A. B. Vora	
31A	32A	33A	34A	35A
			N. M. Vora	
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
Bhakti S Shah		A. M. Masalia J. M. Masalia	Bhakti S Shah	U. J. Shah
46B	47B	48B	49B	50B
		K. M. Kothari		
51A	52A	53A	54A	55A
C. J. Vora		C R Shah Y R Shah		
61A	62A	63A	64A	65A
		B P S	S R Mehta	Shah P. D.
71A	72A	73A	74A	75A
			S. P. Shah	

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 6 MUMBAI SUBURBAN DIST.

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a. Vardhaman Kutir C.H.S. Ltd. has filed a Civil Writ Petition No. 898 of 2019 in the Bombay High Court challenging the Order dated 28th May 2014 of the District Deputy Registrar, Mumbai City (4) granting Deemed Conveyance (unilateral) of the said property to the Society. Vardhaman Kutir C.H.S. Ltd. is contesting grant of deemed conveyance (unilateral) in excess of an area admeasuring 2652.41 sq. meters or thereabout to the Society, however no ad interim, interim or any other prohibitory reliefs appear to have been granted in favour of Vardhaman Kutir C.H.S. Ltd. till date.

b. Mr. Bipin Shah who is one of the member of the Society has taken out Chamber Summons being Chamber Summons No. 129 of 2019 in the Suit No. 7975 of 1996 in the Bombay City Civil Court for impleading the Plaintiff Nos. 1 to 31 & 33 to 40 as the Co-defendants and for deleting the Plaintiff No. 41 from the Plaint. The Society has opposed the above Chamber Summons inter alia on the ground of jurisdiction as well as on merits and no ad interim, interim or other prohibitory reliefs in respect of the above Chamber Summons are granted till date.

c. Deemed Conveyance application No.255 of 2022 filed by Vardhaman Kutir C.H.S. Ltd. claiming right to unilateral deemed conveyance in respect of a portion of property in the larger layout in which the Society is joined as the Opponent No.12.

III. There are 55 Members of the Society occupying of the entire building consisting of 2 wings i.e. "A wing" comprising of Still plus Seven upper floors and "B wing" comprising of Still plus Four upper floors.

IV. The Society has agreed and resolved that it is Society's responsibility to obtain the consent of 51% of Members. However, Society may get the

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Mehul A Kothari

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K P Shah

11A	12A	13A	14A	15A
		B.P. Thaw		B.P. Thaw
16B	17B	18B	19B	20B
12.8.2025		S.V. Kothari		
21A	22A	23A	24A	25A
U.H.Shah	Y.H.Shah.	B.N.Shah.	Y.H.Shah.	
26B	27B	28B	29B	30B
		Bhakti S. Shah	A.B. Vora	
31A	32A	33A	34A	
Kalpana K Shah	Ashok V Parekh		N.N.Vora	M.M.Bhatt
36B	37B	38B	39B	40B
P.A. Shah		Ashish K Mehta Jagruti A Mehta	Ashish K Mehta	
41A	42A	43A	44A	45A
Bhavna S Shah		A.D. Masalia J.D. Masalia	Bhavna S Shah	U.J. Shah
46B	47B	48B	49B	50B
	Preeti	K.M. Kothari Mehul A Kothari		
51A	52A	53A	54A	55A
C.J.Vora		C.R.Shah Y.R.Shah		
61A	62A	63A	64A	65A
Bhavna A Kothari		B P S	S A Mehta	Shah P.D.
71A	72A	73A	74A	75A
R.H.B			S.P.Shah	

THE SEAL OF THE SUB REGISTRAR BORIVALI NO 5 MUMBAI SUBURBAN

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consent of all the Members of the Society to develop the said Property. In case if any Member/s opposing the Re-development Scheme then in that case Society will co-operate in all such issues with Developer and take steps as may be required to resolve the issues. However, it shall be the Developer's primary responsibility to have the dissenting member/s vacated by instituting appropriate legal proceedings with the necessary co-operation and assistance from the Society.

V. The said Property of Society is admeasuring 2860 Sq. mts. as per Registered Conveyance Deed dated 20th April 2015 and Property Register Cards, but as per the sanctioned plan/s based on the proportionate utilization of F.S.I., the same is 2652.41 sq. meters.

VI. The maximum F.S.I. potential (i.e. base F.S.I., T.D.R., Road F.S.I., Premium FSI, Incentive FSI, Government FSI, and any other FSI which may be available as per DCPR 2034. The Developer shall also be entitle to consume F.S.I. available with/without payment of premium to M.C.G.M., by virtue of any amendment, enactment and modification the benefits in respect of the compensatory fungible F.S.I., incentive F.S.I. and/or any other further F.S.I.) in respect of the Society's property is to the extent of 3.24 (F.S.I. ratio). It is hereby understood that any increase in F.S.I. due to changes in the prevailing D.C. Regulations, government policy, introduction of fresh D.P./D.C. Regulation, etc. (other than the proposed D. P. Road in EP-PN27 of the Draft D.C.P.R. 2034), the same will be available to the Developer for utilization, till obtaining O.C. in respect of the new building (provided the O.C. is obtained within the period stipulated herein alongwith any extension in time granted by the Society) and thereafter, the Developer shall not have any claim in respect of the F.S.I. remaining unutilized as on the date of O.C. or the period stipulated for obtaining O.C. (including extension thereof by the

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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Society). In the event the F.S.I. available for consumption falls below 2652.41 sq. meters; even then there shall be no variation in the offer of the Developer as recited herein and referred in the Letter of Intent dated 28.04.2022 issued by the Society to the Developer.

a. Notwithstanding what is stated above, both the parties understand that a 9.15 meter wide D. P. Road is proposed in the D.C.P.R. 2034 passing through the larger layout wherein the Society's property is situated. The area affected in terms of the proposed D. P. Road is [illegible] sq. meters or thereabout. The parties further understand that the above reservation in respect of the proposed D. P. Road was placed in the FP-PR27 of the Draft D.C.P.R. 2034 and intended to be deleted by the M.C.G.M. in the D.C.P.R. 2034 as and when sanctioned, however the same does not appear to have been done. Under the prevailing circumstances, the M.C.G.M. is likely to restrict certain F.S.I. in relation to the aforesaid reservation of the D. P. Road. The Developer shall, at his own cost and expenses have D.C.P.R. 2034 modified/rectified to exclude the aforesaid reservation in respect of the D. P. Road after following the statutory procedure in force and the F.S.I. which would then become available to the Developer on account of exclusion of the aforesaid reservation can be utilized by the Developer upto 5 (five) years from obtaining O.C. in respect of the new building (provided the O.C. is obtained within the period stipulated herein along with any extension in time if any granted by the Society). After the lapse of the aforesaid period of 5 years; the Developer shall not have any claim in respect of the aforesaid F.S.I.

VII. The Society or any of its Members have not created any mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever

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K P Shah

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	Sanjay	Sanj Tha B.P. Thar		B.P. Thar Sanj Tha
16B R.P. 2112	17B	18B S.V. Kothari	19B	20B
21A Lokal V.H. Shah Lokal	22A Y.H. Shah.	23A N.J. Shah B.N. Shah.	24A Y.H. Shah.	25A
26B	27B D B G	28B Bhakti S. Shah	29B A.B. Vora	30B J.B. Shah
31A Kalpana K Shah	32A Atul V Shah	33A Rameshji	34A N.M. Joshi Chhaya	35A M.M. Bhatt.
36B U.A. Shah	37B A. Kothari 2921	38B Ashish K. Mehta Bhakti A. Mehta	39B Ashish K. Mehta Ashish K. Mehta	40B 2982 2913
41A Bharat S Shah	42A Shah	43A A.D. Masalia J.D. Masalia	44A Bharat S. Shah	45A U.J. Shah
46B 2913	47B Jayshree Preeti	48B K.M. Kothari Mehul A. Kothari	49B Vijay Shah	50B 2913
51A C.J. Vora	52A	53A C.R. Shah Y.A. Shah	54A	55A
61A Arvind P Kothari	62A A.R. Lele	63A B D S	64A S R Mehta	65A Shah P.D.
71A 2913 Nirmala M. Mehta New R.M.B.	72A	73A	74A Not fit S.P. Shah	75A Mehta P. Sanjivani Chhaya Jayantilal

THE SEAL OF THE SUB REGISTRAR BORIVALI NO. 3
HAVELI JOINT SUB REGISTRAR (WEST)
MUMBAI SUBURBAN DIST. (BANDRA)

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or howsoever either on their respective tenements or on the said Property and the said Property (save and except the housing loan/financial assistance in respect of the individual flats set out in the "Annexure -I") and the respective tenements of the Members are not subject to any claim or demand, encumbrance, attachment of whatsoever nature & the Member/s of Society if any has availed any loan from financial institute then will get NOC from such financial institute in respect of the present redevelopment project.

VIII. All the Members of the Society having retained their respective Premises as per sanction plan and there is no addition and alterations made by the Society Members which are contrary to last sanctioned sanction plan (save and except enclosed balconies) and the Developer has physically verified the same prior to execution hereof and satisfied itself regarding the carpet area statement certified by the PMC.

IX. The Society has not entered into any Agreement or MOU with any other party for development of the said Property nor has the said Society has taken any amount or any part thereof as and by way of consideration or deposit or earnest money for the development of the said Property.

X. The Society hereby declares that, they have not mortgaged the said Property or created any lien or charge thereon.

XI. Subject to what is stated in the Clause IIA above there is no case or any legal proceeding pending against the Society filed by any persons or party in respect of the said Property whereby the said Society is prevented from entering into Development Agreement or from developing the said Property.

XII. No decree and/or order and/or prohibitory order of any court and/or Tribunal and/or Judicial Authority have been passed and/or operating against the Society in respect of the said Property or any part thereof.

11A	12A	13A	14A	15A
16B	17B	18B S. V. Jatyani	19B	20B
21A	22A Y. H. Shah.	23A N. J. Shah B. N. Shah.	24A Y. H. Shah.	25A
26B	27B	28B Bhakti S. Shah	29B A. B. Vora	30B
31A	32A	33A	34A N. M. Joga	35A M. M. Bhatt
36B P. A. Shah	37B	38B Gupta, A. Mehta	39B	40B
41A Bhavna S. Shah	42A	43A A. D. Mayekar A. D. Mayekar	44A Bhavna S. Shah	45A U. J. Shah
46B	47B Preeti	48B M. M. Kothari Mehul A Kothari	49B	50B
51A C. J. Vora	52A	53A C. R. Shah J. R. Shah	54A	55A V. Shah
61A	62A	63A B P S	64A S A Mehta	65A Shah P. D
71A	72A	73A	74A S. P. Shah	75A

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

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XIII. The title of the said Property is clear and marketable free from all encumbrances;

XIV. The Society and the Members shall authorize Developer through Power of Attorney to execute on behalf of Society to execute all papers, writings, documents and sign all plans, forms, applications as may be required by the Developer (in accordance with the terms and conditions contained herein) for submitting the same to various authorities from time to time for obtaining all approvals, NOC, and sanctions for development of the said Property and construction of a building thereon, in accordance with the provisions of the Development Control Regulation for Greater Mumbai, and for obtaining sanction to the Building Plans, I.O.D., C.C., Occupation Certificate and Completion Certificate and other remarks, approval from the other departments of the Municipal Corporation of Greater Mumbai and any other permissions, approvals from the collector or the State Government or any other statutory authority for any other purposes envisaged in these presents;

XV. The Society shall admit new intended purchasers as new Members of the Premises Purchasers purchasing Residential Premises in the new building that may be constructed by the Developer on the said Property and from time to time be nominated by the Developer. On payment of share money as per by-laws and to complete formalities for enrolment as the Members of the Society as per its Bye-Laws. No donation or premium or any other compensation shall be charged by the Society from such new Members for admitting them as the Members of the Society. The Society assures the Developer that upon the intended purchasers shall comply with the Bye-laws adopted by the Society and thereafter Society shall take appropriate steps to admit the intended purchasers as Members and shall allot the share certificates to those intended purchasers.

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Mehul A Kothari
Ashish K. Mehta
Jayesh
Mehta

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K P Shah

11A	12A	13A	14A	15A
		B.P. Thar		B.P. Thar
16B	17B	18B	19B	20B
		S.V. Kothari		
21A	22A	23A	24A	25A
U.H. Shah	Y.H. Shah.	B.N. Shah.	Y.H. Shah.	
26B	27B	28B	29B	30B
		Bhakti S. Shah	A.B. Vora	
31A	32A	33A	34A	35A
Mahesh M. Shah				M.M. Bhatt
36B	37B	38B	39B	40B
P.A. SHAH				
41A	42A	43A	44A	45A
Bhavna S. Shah		A.D. Malaiya J.D. Malaiya	Bhavna S. Shah	U.J. Mehta
46B	47B	48B	49B	50B
	Preeti	K.M. Kothari Mehul A. Kothari		
51A	52A	53A	54A	55A
C.J. Vora		C.R. Shah Y.R. Shah		Shah
61A	62A	63A	64A	65A
Mehul A Kothari	A.R. Vora	B P S	S R Mehta	Shah P.D.
71A	72A	73A	74A	75A
			S. P. Shah	

THE SEAL OF THE SUB-REGISTRAR OF ASSURANCES NO. 6 MUMBAI SUBURBAN DIST. (BANDRA)

बरल - १8		
२९८३	४५	७८
२०२३		

XVI. The Developer shall have right to sell and dispose of all premises to any third party purchasers (save & except the 55 Self Contained Flats / Premises allotted to the existing Members of Society etc. that may be constructed by them on the said Property after obtaining Commencement Certificate on what is popularly known as ownership basis as contemplated under the provisions of RERA, by acting as the Promoters within the meaning of the said Act without being accountable to the society and or the members in respect of those saleable flats.;

XVII. Save and except the Members herein, there is no other person or persons in occupation of the said building;

Relying on the above representations and covenants and believing upon the veracity of Society, the Developer have agreed to enter into the Development Agreement with Society and to enter into these presents.

B REPRESENTATIONS OF THE MEMBERS TO THE DEVELOPER:

I. The Respective Members are the owner of the respective premises as referred to in recitals above and as such the respective Members are the physical possession of the respective premises as owner thereof.

II. That there is no case or any legal proceeding pending against the Respective Members filed by any persons or party in respect of the respective premises whereby the Respective Members are prevented from entering into this Development Agreement or from developing the respective premises and that the respective premises of the Respective Members is not affected by doctrine of Lis-pendens of any court matter and if any internal disputes and/or court matters will be resolved by the concerned Members with the help of Respective Members. The list of inter se disputes relating to the individual

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2953	82	83

2023

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 ★ MUMBAI SUBURBAN (MS) ★

बरल - ६/19		32
२१८३	७७	७३८
२०२३		

flats of the respective member/s is annexed hereto and marked as "**Annexure - J**".

iii. The Respective Members have granted Consent as per the List of Annexure at "**Annexure - K**".

iv. The Respective Members have not created any mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever or howsoever either on their respective tenements or on the respective premises and the respective premises and the respective tenements of the Members are not subject to any claim or demand, encumbrance, attachment of whatsoever nature (save and except as set out in the list annexed hereto and marked as Annexure 'I' & the Members of Respective Members if any has availed any loan from financial institute then such member shall be solely responsible to obtain NOC from such Bank, financial institute interested of the present redevelopment project.

v. The carpet area given in tender is agreed and confirmed between society and members.

vi. The Respective Members has not entered into any Agreement or MOU with any other party for sale of the respective premises nor has the said Respective Members has taken any amount or any part thereof as and by way of consideration or deposit or earnest money for the development of the respective premises.

vii. No decree and/or order and/or prohibitory order of any court and/or Tribunal and/or Judicial Authority have been passed and/or operating against the Respective Members in respect of the respective premises or any part thereof.

viii. The title of the respective premises is clear and marketable free from all encumbrances;

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Mehul A Kothari
Ashish K Mehta
Bishah

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2913	०८	०६
२०२३		



11A	12A	13A	14A	15A
		B. P. Thar		B. P. Thar
16B	17B	18B	19B	20B
		S. V. Kothari		
21A	22A	23A	24A	25A
U. H. Shah	Y. H. Shah.	N. J. Shah B. N. shah	Y. H. Shah.	
26B	27B	28B	29B	30B
	D.B.G	Bharti S. Shah	A. B. Vora	
31A	32A	33A	34A	35A
Kalpana K Shah			N. M. Vora	M. M. Bhatt
36B	37B	38B	39B	40B
		Ashish K Mehta Bharti A. Mehta	Ashish K Mehta	
41A	42A	43A	44A	45A
Bharati S Shah		A. D. Movalia J. D. Movalia	Bharati S. Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	K. M. Kothari Mehul A. Kothari		
51A	52A	53A	54A	55A
C. J. Vora		C R Shah J R Shah		R Shah
61A	62A	63A	64A	65A
Ashish Kothari	A. N.	B P S	S R Mehta	Shah P. D
71A	72A	73A	74A	75A
			S. P. Shah	

(39)

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२०२३		

ix. The Society shall authorize Developer through Power of Attorney to execute on behalf of the Society to execute the papers, writings, documents specified therein and sign the plans, forms, applications as may be required by the Developer for submitting the same to various authorities from time to time for obtaining all approvals, NOC, and sanctions for development of the respective premises and construction of a building thereon, in accordance with the provisions of the Development Control Regulation for Greater Mumbai, and for obtaining sanction to the Building Plans, I.O.D., C.C., Occupation Certificate and Completion Certificate and other remarks, approval from the other departments of the Municipal Corporation of Greater Mumbai and any other permissions, approvals from the collector or the State Government or any other statutory authority for any other purposes envisaged in these presents.

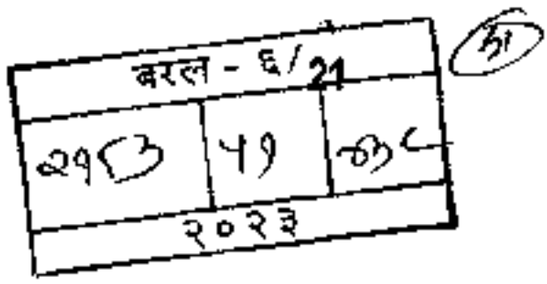
x. The Developer shall have right to sell and dispose of all premises to any third party purchasers (save & except the 55 Premises allotted to the existing Members of Society) etc. forming part of the Developers' allotted area that may be constructed by them on the said property after obtaining Commencement Certificate on what is popularly known as ownership basis as contemplated under the provisions of RERA, by acting as the Promoters within the meaning of the said Act without being accountable to the society and or the members in respect of those saleable flats.

xi. Save and except the Members herein, there is no other person or persons in occupation of the respective premises and in case of any flat being under lease/leave and license, the member undertakes to handover the vacant possession of its flat as and when the members receives a written communication from the Developer &/or society asking for the flat to be handed over for redevelopment.;

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2953	40	03
2023		

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A



Relying on the above representations and covenants and believing upon the veracity of Member, the parties have agreed to enter into the Development Agreement with Society and to enter into these presents.

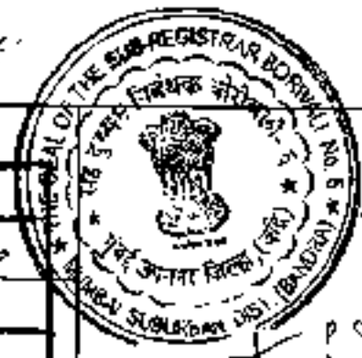
3. **CONTRACT:**

a. The Society has represented that the areas as per property card and as per the Deemed Conveyance Deed (unilateral) is 2[illegible] sq. mtrs. but as per the last sanctioned plan bearing No. EB/CE/4530/BS/AR and the tender, FSI consumption of society is 2652.41 sq. mtrs. on the basis of which the offer for the present redevelopment project is made by the Developer and accepted by the Society. It is agreed that there is variance of 207.59 sq. mtrs., or thereabout and the Developer is entitled to utilize this FSI for which the Society shall not claim any additional benefit and the entitlement of utilizing the same shall be on or before obtaining Occupation Certificate as stated above.

b. The parties further agree that in the event of any reduction in the FSI consumption or reduction in the plot area then in that case Developer will not reduce any commercial terms provided to the Society Members. The entire net plot FSI together with any increase thereof, on the Society's Property shall entirely belong to Developer and for which Society shall grant consent to the Developer and Society shall not have any objection in future provided the same is consumed before obtaining the O.C. from the M.C.G.M. in respect of the proposed new building to be constructed on the Society's property.

4. **APPOINTMENT AS DEVELOPER:**

In pursuance of the decision taken by the Society in the Special General Body Meeting of Members of the Society held on 09th October, 2021, and on the basis



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3913	42	BC

2023

11A	12A	13A	14A	15A
		B. P. Thar		B. P. Thar
16B	17B	18B	19B	20B
		S. V. Kothari		
21A	22A	23A	24A	25A
U. H. Shah	Y. H. Shah.	N. J. Shah B. N. shah.	Y. H. Shah.	
26B	27B	28B	29B	30B
		Bhakti S. Shah	A. B. Vora	
31A	32A	33A	34A	35A
Kalpana Shah			N. M. Vora	M. M. Bhatt
36B	37B	38B	39B	40B
		Tanjila. A. Mehta		
41A	42A	43A	44A	45A
Bhavna S Shah		A. D. Mavalia J. D. Mavalia	Bhavna S Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	K. M. Kothari Mehul A. Kothari	Vijit V. Shah	
51A	52A	53A	54A	55A
C. J. Vora		C R Shah J A Shah		
61A	62A	63A	64A	65A
Rekha A Kothari	A. A.	D P S	S R Mehta	Shah P. D.
71A	72A	73A	74A	75A
R. H. B.			S. P. Shah	

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२०२३

of final offer dated 1st **September 2021,** the Society herein, do hereby appoint the Developer herein as the Developer for the Re-development of the property being ALL THAT piece or parcel of land being Plot No. B bearing, CTS No. 68/C/3 (Part) admeasuring 2,860 sq. mts. or thereabouts plus the proportionate benefit existing D P road area, set back area and incidental benefit al common P.G portion of revenue Village Valanai, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban; lying and being situated at Shankar Lane, Kandivali (West), Mumbai-400 067 (*hereinafter referred to as "the said Land" and more particularly mentioned in the First Schedule hereto*) **TOGETHERWITH** the building standing thereon known as **G. K. NAGAR NO.2 CO-OPERATIVE HOUSING SOCIETY LTD.** consisting of two wings "A wing" comprising of Stilt plus Seven upper floors and "B wing" comprising of Stilt plus Four upper floors Further comprising of 55 Residential Premises and standing on the said Land and situated at Shankar Lane, Kandivali (West), Mumbai-400 067, (*hereinafter referred to as "the said Building" and more particularly mentioned in the second Schedule herein*) (*the said Land and the said Building individually, hereinafter shall be collectively referred to as "the said Property"*) and more particularly described in the Third Schedule hereunder written.

5. **TIME LINE:**

The Parties herein have agreed the time line subject to force majeure event. It is further clarified that all the necessary applications which shall be submitted to the MCGM the same shall be intimated to the PMC for transparency of the actions taken by the Developer for the Redevelopment.

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बस्ता - ६/

2953	48	BC

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11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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23
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२०२३

Sr.No.	Timelines	Particulars
1.	within 2½ (Two and half) months, (Total 180 Days) from the execution of the Development Agreement	The Developer will submit the plans to the M.C.G.M.
2.	Within 15 days from execution of Development Agreement	The Society shall get the plans approved from the individual members by obtaining signature and also obtaining individual consent from the members (more than 51%) so that same can be submitted to building proposal department
3.	within 3 (Three) months, from the consent granted by more than 51% of the members	The Developer shall obtain I.O.D. also IOA with necessary approvals & concessions from Municipal Commissioner.
4.	Intimation for vacating the building 2.5 months	
5	Demolition of building within 30 days	
6.	Within 4 (four) months from I.O.D.	The Developer shall obtain plinth level Commencement Certificate
7.	within 4 (Four) months from the date of Plinth Commencement Certificate is obtained	Plinth shall be cast (upto Ground Floor) by the Developer
8.	within 1 (One) month from casting of the plinth	The Developer will complete the 1st (first) slab
9.	within 16 (Sixteen) months of casting the 1st (first) slab	The Developer will complete all the slabs
10.	within 18 (Eighteen) months of casting of the 1st (first) slab.	The Developer will complete the R.C.C. Work
11.	Within in 36 (Thirty Six) months from the date of completion of plinth CC	entire project along with O.C. in respect of the new building will be completed by the Developer.

It is specifically understood that the time for completion of the above milestones shall be essence of this Agreement and in the event of breach thereof, the cost and consequence provided herein shall follow.

Mehul A. Kothari	बस्त - ६/		
Affidavit	2953	41	BC
18 Oct	२०२३		

11A	12A	13A	14A	15A
		B.P. Thar		B.P. Thar
16B	17B	18B	19B	20B
		S.V. Kothari		Preeti S
21A	22A	23A	24A	25A
U Mehta	Y.H. Shah	N.J. Shah B.N. Shah	Y.H. Shah.	
26B	27B	28B	29B	30B
		Bhadu S. Shah	A.B. Vora	
31A	32A	33A	34A	35A
Kalpana H Shah	Atul V Patel		N.M. Vora C.N. Vora	M.M. Bhatt.
36B	37B	38B	39B	40B
P.A. Shah	2182 2nd floor	Jayeeta A. Mehta	Ashish K. Mehta	
41A	42A	43A	44A	45A
Bhavna S. Shah		D.D. Majadia D.D. Majadia	Bhavna S. Shah	U.J. Shah
46B	47B	48B	49B	50B ||	Preeti	K.M. Kothari Mehul A. Kothari		
51A	52A	53A	54A	55A
C.J. Vora		C.R. Shah Y.R. Shah		
61A	62A	63A	64A	65A
Jasmin A Kothari	A.L.	B.P.S.	S.R. Mehta	Shah P.D.
71A	72A	73A	74A	75A
Bhavna Mistry Financial Consultant			S.P. Shah	

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6. **COVENANTS:**

OBLIGATIONS OF THE SOCIETY:

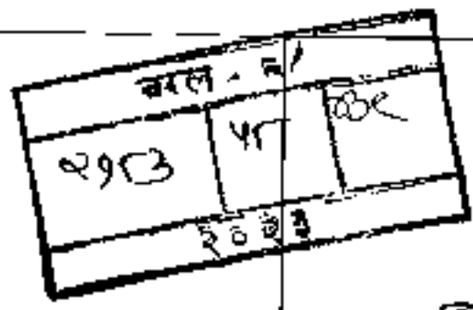
i. The Society shall separately obtain from each of its Members individually (more than 51%) irrevocable consent for the re-development of the said Property. The Society shall endeavor to obtain consent from all the Members and In the event if few Members are unable to provide consent then the Society assures all the required co-operation to the Developer proceed with the remedy available so that redevelopment process can be taken forward smoothly.

ii. The Society shall provide an irrevocable license allowing the redevelopment of the said property a letter permitting the Developer to enter the said property for carrying out redevelopment and remain at site till completion of the present redevelopment project in all respects of the said Property for re-development of the said Property upon the Developers obtaining IOD and within 45 days after issuance of notice to the society asking them to vacate and handover the respective premises for redevelopment..

iii. Upon receipt of I.O.D. the Developer obtaining approval of the plans for the reconstruction of the new building from the competent Authorities, the members shall handover quite and vacant possession of their respective flats along with the key's to the society and society shall in turn handover the possession and the kyes of the respective flats to the Developer.

iv. To require from the Members that the utility bills of the existing flats are cleared by respective Members and to clear all the assessment bills related to the respective flats. Society's building and land upto the date on which they vacate their respective flats upto the date on which the possession is handed over to Developer before vacating of last flat in the Society's building.

(h2)





11A	12A	13A B. P Thar	14A	15A B. P. Thar
16B 24.8.2015	17B	18B S. V. Kothari	19B	20B
21A U H Shah	22A Y. H. Shah.	23A B. N. Shah.	24A Y. H. Shah.	25
26B	27B	28B Bharati S. Shah	29B A. B. Vora	30B J. B. Shah
31A	32A	33A	34A N. M. Vora	35A M. M. Bhatt
36B U. A. Shah	37B 21.8.21	38B Amrapali A. Mehta	39B	40B
41A Bharati S. Shah	42A	43A A. D. Mogalra J. D. Mogalra	44A Bharati S. Shah	45A U. J. Shah
46B 21.8.2015	47B Preeti	48B K. M. Kothari Mehul A. Kothari	49B	50B
51A C. J. Vora	52A	53A C R Shah Y A Shah	54A	55A
61A Mehul A Kothari	62A A. L. Co	63A BPS	64A S A Mehta	65A Shah P. O
71A 21.8.15	72A	73A	74A S. P. Shah	75A

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2913 | ५८ | ७३८
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v. Society has assured that in the event if any member is trying to create any kind of nuisance or hindrance by which the project is stale in that event Developer will be exempted from paying monthly displacement compensation to such member.

vi. That, it shall be responsibility of the Society to allot the Residential/ Premises of the Permanent Alternate Accommodation area in the newly constructed building to each and every Member in lieu of its old Premises and as may be decided and resolved by the General Body.

vii. The allotment of flats to the existing members in new building/s shall commence from 1st (first) habitable floor onwards and the proposed building will initially have podium parking floors and thereafter the habitable floors shall commence;

viii. To make out clear and marketable title of the said Property. However, the Developer has investigated the title of the said property and the Developer is satisfied that the same is clear and marketable and agrees not to raise any further requisition thereon on or after the execution hereof.

ix. To settle any litigation and/or claim arising from any third party pertaining to the title of property. The Society shall contest such litigations entirely at its own cost and expenses, charges.

x. To authorize Developer to disconnect all the Utility connection for the demolition of the existing building and restore the same after the construction of the new building is completed. It is agreed that any past deposits relating to the above utilities shall continue to remain with the utility service company and the member/s shall not insist on refund of the same either from such company or from the Developer. However, if any further deposit/expenses is required to be incurred at the time of re-connection, the same shall be borne

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Mehul A Kothari
Ashish K Mehta
Advocate

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THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 ... SUBURBAN DIST. (BANDRA)

11A	12A	13A B. P. Thar	14A	15A B. P. Thar
16B Pa. 8. 2112	17B	18B S. V. Kothari	19B	20B
21A U H Shah	22A Y. H. Shah.	23A N. J. Shah B. N. Shah.	24A Y. H. Shah.	25A
26B	27B	28B Bhavkis Shah	29B A. B. Vora	30B J. B. Shah
31A Kalpana K Shah	32A Anil Ruia	33A	34A N. M. Vora	35A M M Bhatt
36B	37B 21821	38B Jayshri A Mehta	39B	40B
41A Bharat S Shah	42A	43A A. D. Majalia J. D. Majalia	44A Bharat S Shah	45A U. J. Shah
46B Pa. 2. 2112	47B Preeti	48B K. M. Kothari Mehul A Kothari	49B Vijay V. Shah	50B
51A C J Vora	52A	53A C R Shah	54A	55A D Shah
61A	62A A. R.	63A B P S	64A S R Mehta	65A Shah P. D
71A	72A	73A	74A S. P. Shah	75A

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२४३ | ६९ | ७८
२०२३

(51)

by the Developer without any claim as regards the same on the Society or the member/s.

xi. To co-operate to settle any litigation and/or claim arising from any Member of the Society The Developer shall contest such litigations entirely at Developer's cost, charges and expenses with the consent and co-operation of the Society. The Developer shall be entitled to recover the entire cost form the litigating member/s as mentioned in **Penalty Clause 36 with the help of Society.**

xii. To see that all the Members shall pay all their dues payable to Electricity Charges, the Telephone Charges, Society Maintenance, Assessment Charges and Water Charges and or any other charges payable to any authorities up to the date of handing over the possession of their respective Premises to the Society and Society in turn to the Developer for the development of the said Property.

xiii. In case if there is any deficiency of stamp duty payable by any of respective Member in any of their respective agreements or in any of chain of transaction of their respective agreements then such a Member shall be solely liable to clear and pay the Stamp Duty and Registration Charges payable to the office of the Sub-Registration of Assurance and shall Indemnify the Society and Developer for the same.

xiv. The Developer and the Society shall execute and register Development Agreement and Incidentals such as Power of Attorney and other documents.

xv. The respective Members shall find out for themselves the place for Temporary Alternate Accommodation.

xvi. That, in case there is any dispute in respect of the title of the respective Premises owned by any Member of the Society then the Members shall resolve the same within their respective families or with the help of the said

Mehul A Kothari Ashish K Mehta Issued Sohel				
11A	12A	13A B. P. Thar	14A	15A B. P. Thar
16B	17B	18B S.V. Kothari	19B	20B Preeti S.
21A U.H. Shah	22A Y.H. Shah.	23A N.J. Shah B.N. Shah.	24A Y.H. Shah.	25A
26B J.R.	27B B.B.G	28B Bhakti S. Shah	29B A.B Vora	30B A.B Shah
31A Kalpana Ashar	32A Ashok Ruchi	33A Ramesh	34A N.M. Vora	35A M.M. Bhatt.
36B U.A. Shah	37B Ashish Kothari	38B Ashish K. Mehta Deepti A. Mehta	39B Ashish K. Mehta Ashish K. Mehta	40B Bhavesh Shah
41A Bhavna S Shah	42A Ashish Shah	43A A. D. Magalia D. D. Magalia	44A Bhavna S. Shah	45A U. J. Shah
46B	47B Preeti	48B K.M. Kothari Mehta A. Kothari	49B Vishnu Shah	50B
51A C. J. Vora	52A	53A C R Shah Y R Shah	54A	55A
61A Rohini Khatkhate	62A	63A D P S	64A S A Mehta	65A Shah P.D.
71A	72A	73A	74A S. P. Shah	75A

(53)

बरल - ६/ 27		
2953	६३	७९
२०२३		

Society and the Members further undertake that due to any of their internal problems they shall not obstruct the development of the said Property.

7. **CONDITION PRECEDENT:**

The parties herein agree that the following are the Condition precedents:

a. To provide inspection of all the original documents of title of land and property.

b. To provide inspection of all the original documents of the respective Flats of the Members.

c. Reply to requisition of Title Notice which may be raised by Developers on or before execution hereof.

d. To provide Inspection of registers maintained

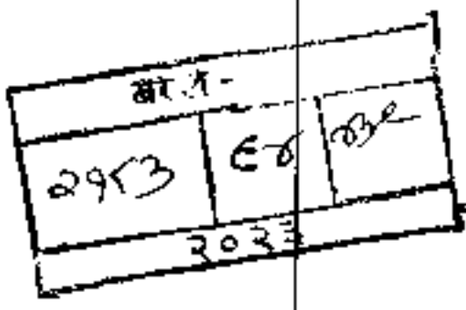
   i. Members Register
   ii. Share certificate Register
   iii. Mortgaged Register
   iv. Sinking Fund Register
   v. Property Register
   vi. Managing Committee Register.
   vii. Special General Body Meeting Register
   viii. Any other register

e. Certified copies of all the important resolutions relating to

   i. Appointment as Developer,
   ii. Providing Digital Signature,
   iii. Finalization of Drafts of transaction documents i.e. Development agreement, Power of Attorney and Permanent Alternate Accommodation,

(53)

Mehul A. Kothari





11A	12A	13A	14A	15A
		B. P. Thar		B. P. Thar
16B	17B	18B	19B	20B
		S. V. Kothari		
21A	22A	23A	24A	25A
U. H. Shah	Y. H. Shah.	N. J. Shah B. N. shah.	Y. H. Shah.	
26B	27B	28B	29B	30B
		Bhakti S. Shah	A. B. Vora	
31A	32A	33A	34A	35A
			N. M. Vora	M. M. Bhatt
36B	37B	38B	39B	40B
		Gupta. A. Mehta		
41A	42A	43A	44A	45A
Bharat S. Shah		A. D. masalia J. D. masalia	Bharat S. Shah	U. J. Shah
46B	47B	48B	49B	50B
	Jagruti Preeti	K. M. Kothari Mehul A. Kothari		
51A	52A	53A	54A	55A
C. J. Vora		C R Shah J A Shah		
61A	62A	63A	64A	65A
		BPS	S R Mehta	Shah P. D.
71A	72A	73A	74A	75A
			S. P. Shah	

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iv. Allotment of Proposed Flats to Members & Its corresponding Parking.

v. Intimating members about notice to vacate &

vi. Utilization of Incentive FSI under DCR 33(7)(b) of DCPR 2034.

f. To authorize the Developer to disconnect all the Utility connections for the demolition of the existing building and restore the same after the construction is completed.

g. Letter of consent will be issued to Developer for demolishing the old building and commencing, carrying out and completing the construction of new building on the Society's Property.

h. All the assessment bills related to the respective flats, society building and land shall be cleared up to the date of vacating of last flat in the Society's building and possession is handed over.

i. To Authorize Developer to demolish the existing building of the Society

j. To Communicate with Developer from time to time about change of address of the respective members.

k. To provide title Documents

l. To publish public notice on or before execution hereof

m. To remove Objection to Public Notice

n. To Provide Survey Report of the land

o. To provide last approved plan of the Respective Flats. The same does not include alterations / additions / encroachments (if any) made subsequently, but includes existing balconies and which are already covered in the carpet area statement derived under the definition of MOFA as certified by the PMC.

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		S. V.		
21A	22A	23A	24A	25A
U H Shah		N. J. Shah B. N. Shah.		
26B	27B	28B	29B	30
		Bhakti S. Shah	A. B. Vora	
31A	32A	33A	34A	35A
			N. M. Vora	
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
Bharma S. Shah		A. D. Mayalia D. D. Mayalia	Bharma S. Shah	
46B	47B	48B	49B	50B
	Jaydip Preeti	K. M. Kothari Mehul A. Kithuri		
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
		D P S	S R Mehta	
71A	72A	73A	74A	75A
			S. P. Shah	

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p. To Provide a photostat copy of building Sanction Plans.

q. To endeavor to provide individual Consent of all the respective flat.

r. To provide necessary documents as may be required by the Developer Professionals

s. To provide specific resolution for application of procurement fungible FSI.

t. The Deemed conveyance order dated 28.05.2014 has not been challenged by anyone (save and except as mentioned in the Title Certificate dated 7th December 2021).

u. To provide all the papers as may be required by the Developer to be submitted to concerned authorities within 15 days as may be applicable;

v. To obtain individual consent of Members on the plans in Special General Body Meeting and based on which the Society shall provide the certified copy of the resolution and a letter acknowledging the consent and concurrence on the proposed plan approved by them.

w. To get all the assessment bills and utility services payments cleared up to the date of possession.

x. To provide necessary special general body resolution as may be demanded by the Developer and/or their professionals from time to time.

y. To execute General Body resolution as per the requirement from MCGM, which is cited herein below:

"As there is a change in Development Control Regulations for Greater Mumbai. It is understood from Society's committee and other relevant sources that the Society's redevelopment proposal will now be scrutinized under the new sanctioned provisions of Development Control & Promotion Regulations

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11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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2034 (DCPR 2034) as against modified Development Control Regulations of 1991 (DCR 1991). Hence the scrutiny of the said Society redevelopment proposal will be subject to various changes in the regulations and policies of approval but subject to the terms and conditions of the Development Agreement between the Society and the Developer. These changes include change in the permissible additional FSI by paying premium and/or quantum of TDR to be purchased from market as per the road width and/or setback advantage and/or FSI due to release of 15% deductible R.G. and/or FSI of Amenity under reg. [illegible] of DCPR 2034 and/or change in rate and quantum of fungible FSI for residential flats.

RESOLVED THAT the Society herein has allowed the Appointed Developer herein, to utilized the Incentive Additional Built up Area (BUA) to the extent of 15% of exiting BUA or 10.00 Sq. mtr. Per Tenements whichever is more, which is accrued on the said plot under the DC Regulation 33 (7) (B) OF DCPR 2034 in this Project. Further as regards to utilization of this Incentive Additional Built up Area (BUA) as per Regulation 33 (7) (B) DCPR 2034, the same shall be decided by the developer, as he may deem fit.

AND FURTHER RESOLVED THAT the society also hereby confirms that this Incentive Additional Built up Area as per Regulation 33 (7) (B) DCPR 2034 is a part of the Project and the developer can utilized and construct this FSI in the project either in exiting members premises or in his free sale portion, as he may deem fit, without exceeding the permissible limit of FSI 3.24.

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	Sanghavi	B. P. Thar		B. P. Thar
16B	17B	18B	19B	20B
Pa. P. 2112		S. V. Jatnani		
21A	22A	23A	24A	25A
V. H. Shah	Y. H. Shah	B. N. Shah.	Y. M. Shah.	2
26B	27B	28B	29B	30B
J. R. Doshi	D B G	Bhakti S. Shah	A. B. Vora	J B Shah
31A	32A	33A	34A	35A
Kalpana K Shah	Ashok V Shah	Jayaram	N. M. Vora	M. M. Bhatt.
36B	37B	38B	39B	40B
P. A. Shah	21821 2018	Ashish K. Mehta	Ashish K. Mehta	Becon
41A	42A	43A	44A	45A
Bharat S. Shah		A. N. Mosalia	Bharat S. Shah	U. J. Shah
46B	47B	48B	49B	50B
21/06/2018	Jagdish Preeti	K. M. Kothari	V. V. Shah	
51A	52A	53A	54A	55A
C. J. Vora		C. R. Shah		P. Shah
61A	62A	63A	64A	65A
	A. R. Jain	B P S	S R Mehta	Ghah P.D.
71A	72A	73A	74A	75A
			Nathji S. P. Shah	

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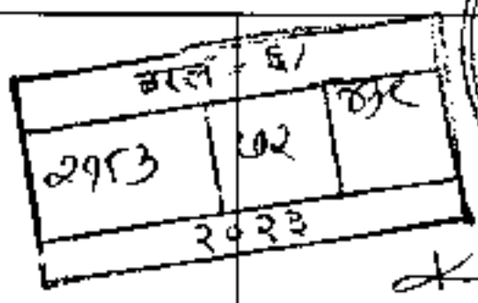
Further Resolved that if the Approving Authority / MCGM provide any specific wording or specific format in the draft of Resolutions, in connection with the above mention resolution when the File goes for the approval, the Managing Committee is permitted to change the wordings of this resolution keeping its spirit intact, and for which NO SGM is required.

The above resolution is passed unanimously in the Special General Body Meeting dated 26.12.2021 is hereby recorded in the Minutes of the Meeting."

8. **GRANT OF DEVELOPMENT RIGHT TO THE DEVELOPER:**

In pursuance of the decision taken by the Special General Body of Members of the Society held on 09th October, 2021 and in consideration of the newly constructed premises agreed to be granted by the Developer to the Society, free of cost, for allotment to its Members, as set out hereinafter and the obligations to be discharged by the Society and Developer as also set out hereinafter, the Society hereby grants to the Developer right and authority to develop "**the said Property**" and more particularly described in the Schedule written hereunder and construct thereon one or more multi-storied Residential Building subject to approval in accordance with the plans approved by, Municipal Corporation of Greater Mumbai viz. the plans and permissibility of maximum TDR, Net Plot FSI potential, FSI available by payment of premium from the relevant authority i.e Fungible FSI, base F.S.I., T.D.R., F.S.I. available on payment of premium to M.C.G.M., the benefits in respect of the compensatory fungible F.S.I., incentive F.S.I. and/or other forms of FSI which may be available now and also in future and other benefits which are available by demolishing the existing building and





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26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44B	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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standing on the said Property, and sell and dispose off the surplus premises hereinafter referred to as "Free Sale Area" remaining after grant of the premises (i.e. the premises agreed to be provided to the Society/its Members and as set out hereinafter) to the persons of their choice on ownership basis and receive and appropriate to themselves the entire sale proceeds thereof, and in the case of set such acquirers of premises also enrolled as Members of the said Society/ Ltd as provided hereinafter.

9. **ENTITLEMENT OF THE PARTIES:** -

A **MEMBERS ENTITLEMENT:** -

a. A detailed list of all the Members, the respective shares held by them, existing Flats occupied by them and the carpet area of their existing Flats are set out in the statement annexed hereto as **Annexure "L"**.

b. In consideration of the grant of irrevocable development rights by the Society in respect of the said Property and the said Building to the Developers, the Developers shall at their own costs and expenses, construct the said New Building by utilizing the maximum development potential in respect of the said Land and provide to the Members, the new Flats in the said New Building having carpet area as per MCGM, free of cost as per the Statement of **Annexure "M"** (which includes the fungible compensatory FSI with or without premium which may be allowed to be exploited as per DCPR) as per the MCGM (hereinafter referred to as "Members New Premises/Members Entitlement").The Developers shall provide the amenities in the Members New Flats as more particularly described **in Annexure "N"** hereto.

c. The Developers have provided to the Society and Members, the tentative plans of the Member's New Flat and also plans elevation and designs in



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		S.V Kothari		
21A U.H-Shah	22A Y.H Shah.	23A N. J. Shah B.N-shah,	24A Y.H Shah.	25A
26B	27B	28B Bhakti S. Shah	29B A.B. Vora	30B J. B Shah
31A	32A	33A	34A N.M. Vora	35A M.M Bhatt
36B U.A. Shah	37B	38B Tanjati A. Mehta	39B Ashish K mehta	40B
41A Bharat S. Shah	42A	43A A. D mojatra J. D mojatra	44A Bharat S. Shah	45A U - J. Shah
46B	47B Preeti	48B K.M. Kothari Mehul A Kothari	49B	50B
51A C.J. Vora	52A	53A C.R Shah Y.R Shah	54A	55A
61A	62A	63A B P S	64A S R Mehta	65A Shah P. D.
71A	72A	73A	74A S. D. Shah	75A

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respect of the said New Building and the same are tentative and are subject to sanction/approval of MCGM.

B **DEVELOPERS ENTITLEMENT: -**

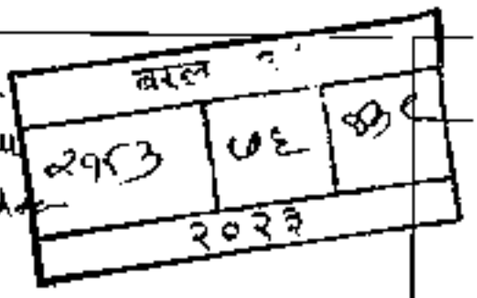
a. In consideration of the grant of development right of the said Property and providing to the Members their respective New Premises in the said New Building, the Developer shall be entitled to construct, sell and deal after obtaining Commencement Certificate on ownership basis or otherwise the Premises forming part of their entitlement mentioned herein below to any third party without being accountable to the society and or the members for the same. Pursuant to the terms of this agreement and interest is created in favour of the sale component and the Developer is entitled to sell, mortgage or create any nature of third party interest in respect of the sale component forming part of Developer's entitlement;

b. The Developers shall be entitled to sell the remaining Flats/Premises (save and except the 55 Member's New Premises), on what is popularly known as "Ownership Basis", in the said New Building to be constructed on the said Property as contemplated herein (hereinafter referred to as "the Developers Flats/Premises").

c. The Developers shall be entitled to allot the remaining car parking spaces (save and except the Car Parking to be provided to the Society to allot to the Members as per this agreement) in the said New Building to the Prospective Purchaser/s (hereinafter referred to as "the Developers Car Parks").

d. The Developers Flats/Premises and the Developers Car Parks unless referred independently shall hereinafter collectively be referred to as "the Developers Premises/Developers' Entitlement").

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11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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e. In respect of unsold and/or un-allotted premises that would remain with the Developers out of their entitlement, the Developers shall only be responsible and liable to contribute the proportionate property taxes in respect of such units/premises and upon the allotment of the such entitlement a interest is created in respect of the allotted premises of entitlement of the Developer.

f. The allotment of the Car Parking Spaces forming part of the Developers entitlement (except parking of existing Members/Society) by the Developers in favour of the Prospective Purchaser/s shall be irrevocable and binding on the Society and its Members and their successors and assigns from time to time. The Society and the Members shall neither object for any allotment made by the Developers in favour of the Prospective Purchaser/s in respect of the car parking space/s nor challenge the same in any Court of Law or any other authorities and the Society shall not disturb and/or cancel the allotment in favour of the Prospective Purchaser/s in future and such allotment of car parking space/s shall be construed to be attached to and/or appurtenant to the Flats of the Prospective Purchaser/s.

18. **CONSIDERATION FOR THE APPOINMENT OF THE DEVELOPER FOR RE-DEVELOPMENT OF THE SAID PROPERTY:**

In consideration of the Society having appointed the Developer as the Developer it is agreed that: -

a. The Developer shall bring at it's own costs Intimation of Disapproval, Commencement Certificate, approved plan from MCGM, and such other relevant documents sanctioned and certified by MCGM and other concerned authorities in respect to redevelopment of society's land and building.

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11A	12A	13A	14A	15A
		B. P. Thar		B. P. Thar
16B	17B	18B	19B	20B
		S. V. Kothari		
21A	22A	23A	24A	25A
U. H. Shah	Y. M. Shah.	N. J. Shah B. N. Shah.	Y. M. Shah.	
26B	27B	28B	29B	30B
		Bhakti S. Shah	A. B. Vora	J. B. Shah
31A	32A	33A	34A	35A
Kalpana K Shah	Paul Anil Abel V Panch		N. M. Vora	M. M. Bhatt
36B	37B	38B	39B	40B
P. A. Shah		Ashish K Mehta Trupti A Mehta	Ashish K Mehta Ashish K Mehta	
41A	42A	43A	44A	45A
Bhavna S Shah		A. D. Mosalia J. D. Mosalia	Bhavna S Shah	U. J. Shah
46B	47B	48B	49B	50B
	Jagruti Preeti	K. M. Kothari Mehul A Kothari		
51A	52A	53A	54A	55A
C. J. Vora		C. R. Shah J. R. Shah		
61A	62A	63A	64A	65A
Abhijit A Kothari	A. R. Cota	BPS	S R Mehta	Shah P.D.
71A	72A	73A	74A	75A
			S. P. Shah	

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b. The Developer shall grant to the Society and its Members free of cost on ownership basis Premises with 30% additional MOFA carpet area over and above the existing carpet area of their respective premises including fungible FSI or such FSI to their existing carpet area as Permanent Alternate Accommodation by virtue of new Premises and construction to be herein after written

c. The Developer shall commence the construction of new building as soon as possible from the date of obtaining Commencement Certificate of the buildings to be constructed on the said Property.

d. In lieu of the surrendering of the present Premises in use and occupation of the Members, to provide to each of the Members of the owners/Society a Premises in the newly constructed building free of all costs on ownership basis.

e. The Developer shall purchase the Transferable Development Rights in the name of Society and FSI, acquire Fungible FSI by paying necessary premium to be loaded and utilized on the proposed building to be constructed on the said Property in the manner as they deem fit and proper.

f. The Developer will be responsible to pay all cost of construction and applicable property taxes, levy, electrical charges, water charges and other charges to the concerned authorities from the date of entering of the said Property for carrying out redevelopment of the said property after all members of the Society have vacated their respective flats.

11. **PERMANENT ALTERNATE ACCOMMODATION:**

a. In lieu of availing the total F.S.I. available in respect of the said Society's property the Developer shall grant to the Members of Society free of cost on ownership basis as and by way of Permanent Alternate Accommodation of

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31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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flats for its Members premises of carpet areas as set out in Statement attached here with to be constructed in the new building on the said Property.

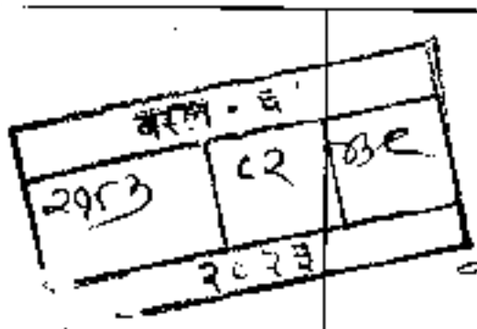
b. The area of the said Newly constructed Flats to each respective individual Members shall be equivalent to the existing carpet area as enumerated in Annexure, annexed herewith of their respective Members plus 30% (Thirty percent) additional carpet area over and above the existing carpet area of their respective flat/s to be constructed and which shall be Carpet Area as provided in the Maharashtra Ownership of Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act 1963 (MOFA) inclusive of fungible FSI, free of applicable stamp duty, and registration charges as mentioned against the names of the Members in the Statement as annexed herewith, and the said additional area allotted to the Flats. The existing carpet area of the respective flats is mentioned in the Tender document / is as per a list annexed hereto and marked Annexure 'L'.

c. The statement showing the detail of the entire area of the said new Premises are set out in Statement as annexed herewith in Annexure "M".

d. The said Premises shall have the amenities as that of the other Premises in the proposed buildings to be constructed on the said Property, however the said amenities, fixtures and fittings shall not be less than or inferior to, as set out in statement of Amenities is as annexed herewith in Annexure N.

e. The said area is free of cost for the reasons that the existing Members have to make sacrifice of the present existing open space and other amenities which was enjoyed by them and now they have to share the same with the new Premises Purchasers of the free sale area.

Mehul A. Kothari





11A	12A	13A B.P. Thar	14A	15A B. P. Thar
16B	17B	18B S.V Kothari	19B	20B
21A U.H.Shah	22A Y.H.Shah.	23A N.J.Shah B.N.Shah.	24A Y.H.Shah.	25A
26B J.R.	27B D.B.G	28B Bhakti S.Shah	29B A.B. Vora	30B J.B. Shah
31A Kalpana K Shah	32A	33A	34A N.M.Vora	35A M.M. Bhatt
36B U.A.Shah	37B 21821	38B Tanjeet A. Mehta	39B	40B
41A Bhavna S.Shah	42A	43A A.D. Masalia J.D Masalia	44A Bhavna S. Shah	45A U.J. Shah
46B 21/04 - 21 - 2015	47B Preeti	48B K.M. Kothari Mehul A. Kothari	49B Vijay V Shah	50B
51A C.J.Vora	52A	53A C R Shah J R Shah	54A	55A
61A	62A A.R.	63A B P S ok	64A S R Mehta	65A P.D.
71A	72A	73A	74A S.P.Shah	75A

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12. **CAR PARKING:**

The Developer agree to provide and allot to the said Society members 1 individual, Independent, non-mechanical Covered Car parking spaces in the proposed Parking area free of costs. And the remaining Balance car parking of the total car park constructed in the new building after allotting the society's 55 car park, shall exclusively belongs to the Developer and it will form part of Developer's Area. Developer will be free to allot car parking spaces to New Incoming Members/purchasers/existing Society members of the premises. The Society understands that the proposed building will have four or such floors as podium parking as per the requirement and thereafter the habitable floors shall commence;

13. **MONTHLY DISPLACEMENT COMPENSATION:**

a. The Developer shall pay to each Member of the Society a monthly compensation of Rs.60/- (Rupees Sixty Only) per Sq. ft. of their respective flat on the existing carpet area per month on pro rata basis to each Member by way of Post Dated Cheques, due and payable every month, for the period of first twelve months.

b. The Developer shall pay such monthly compensation for the period of first 12 months in advance by post- dated cheques, due and payable every month, to the respective Members through Society upon handing over of possession of the respective flat. Society shall take a valid receipt of discharging the Developer from the payment in respect thereof from the individual Members. The statement of the said amount of Monthly Displacement compensation payable by the said Developer to the said Member according to the present carpet areaheld by the individual Member is annexed herewith and marked as **"Annexure- D"**.

c. Upon issuing of vacating Notice and Intimating to the Members for vacant

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16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
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31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
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possession and upon the terms are complied as mentioned in Clause No. 17 herein below and accordingly, a date shall be mutually decided for computation of 36 months period between Society, PMC of Society and Developer and Accordingly, based on such suggested date Developer shall pay to each existing Member every month towards the Temporary Alternate Accommodation a monthly displacement compensation of Rs. 60/- per sq. ft. of the existing carpet area in the First Year, Rs. 65/- per sq. ft. of the existing carpet area in the Second Year and Rs 70/- per sq. ft. of the existing carpet area in the Third Year and the disbursement of displacement allowance shall continue in the following manner:

Sr.	Time Period	Monthly Compensation (in Rupees)
1.	First term of 12 months from the date of handing over of possession of the respective flat/s by the Member/s	Rs.60/- (Rupees Sixty only) per Sq.ft. per month on pro-rata basis
2.	Second term of 12 months after expiry of first term of twelve months	Rs.65/- (Rupees Sixty-Five only) per Sq.ft. per month on pro-rata basis
3.	Third term of 12 months after expiry of second term of twelve months	Rs.70/- (Rupees Seventy only) per Sq. ft. per month on pro-rata basis

d. It is agreed between the parties herein that upon the Developer obtaining receipt of IOD (Intimation of Disapproval) the Developer shall intimate the Society and the respective Members in writing by giving 30 days' time notice of vacating and upon the receipt of such notice all the respective Members of the Society shall handover the possession and keys of their respective Flats to the Developer within 45 days after the notice and shall authorize the developer for the demolishing the existing structure. Upon handing over vacant and peaceful possession by the Member the developer will provide Post Dated Cheques for Monthly Displacement Compensation to the respective Members.

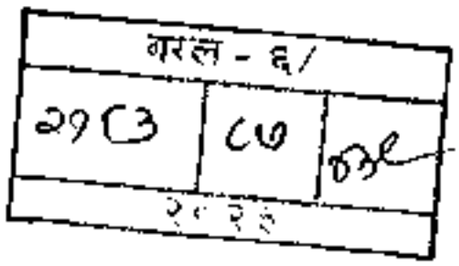
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11A	12A	13A B.P. Thar.	14A	15A B.P. Thar Power of Tu
16B	17B	18B S.V. Kotwani	19B	20B
21A U.H. Shah	22A Y.H. Shah.	23A N.J. Shah B.N. shah.	24A Y.H. Shah.	25A
26B	27B	28B Bhakti S. Shah	29B A.B. Vora	30B
31A Kalpana K Shah	32A	33A	34A N.M. Vora	35A
36B	37B	38B	39B	40B
41A Bharat S Shah	42A	43A A.D. Masalia D.D. Masalia	44A Bharat S Shah	45A U.J. Shah
46B	47B Preeti	48B K.M. Kothari	49B	50B
51A C.J. Vora	52A	53A C.R. Shah Y.R. Shah	54A	55A
61A	62A A.R. Tun	63A B.P.S.	64A S.R. Mehta	65A Shah P.D.
71A	72A	73A	74A S.P. Shah	75A



e. The Developer shall provide post dated cheques for aforesaid monthly compensation for the further period of each 12 months period and /or up to possession of the new flats is offered to the respective Members by obtaining Occupation Certificate.

f. In the event if the Developer fails to complete the construction on or before 36 Months plus grace period of 6 months (save and except force majeure events and material change in government policies) then further grace period be granted for 6 months and in the event if need arises and the Developer seek additional time then what is mentioned hereinabove only in that circumstances the parties may mutually agree that in the event Developer is opting for further period for completion only in that circumstances then the event of a delay in completing the construction of new building and obtaining the O.C. then subject to the terms and conditions of this Development Agreement, the Developer shall be liable to pay to the Society Members monthly displacement compensation @ Rs. 75/- per sq. ft. with every year escalation @Rs. 5/- on pro rata basis for the area held by the Members till possession of Permanent Alternate Accommodation is offered. In the event of dishonour of the above cheque/s on due date on account of insufficiency of funds or any other reason for fault of Developer whatsoever which may result in the cheque being dishonored by the respective Bank; the bank charges, penalties and damages shall be solely borne by the Developer without prejudice to other rights and remedies of the Society.

14. **HARDSHIP COMPENSATION:**

a. The Developer shall pay to each respective Members herein of the Society Rs.1008/- (Rupees One Thousand and Eight Only) per Sq. Ft. on existing

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Mehul A. Kothari
Ashish K. Mehta
Ishaan
Shailesh

P.S.Shah

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 ... DIST. THANA

11A	12A	13A	14A	15A
				B. P. Thakur
16B	17B	18B	19B	20B
[illegible]	[illegible]	S.V. Kothari		[illegible]
21A	22A	23A	24A	25A
U.H. Shah	Y.H. Shah.	N.J. Shah B.N. Shah.	Y.H. Shah.	
26B	27B	28B	29B	30B
		Dhanu S. Shah	A.B. Vora	
31A	32A	33A	34A	35
Kalpana M. Shah	Atul V. Shah		N.M. Vora C.M. Vora	
36B	37B	38B	39B	40B
U.A. Shah	[illegible]	Ashish K. Mehta Anupa A. Mehta	Ashish K. Mehta Ashish K. Mehta	
41A	42A	43A	44A	45A
Bhavna S. Shah		A.D. Masalia J.D. Masalia	Bhavna S. Shah	U.J. Shah
46B	47B	48B	49B	50B
[illegible]	Preeti	K.M. Kothari Mehul A. Kothari	[illegible]	[illegible]
51A	52A	53A	54A	55A
C.J. Vora		F.R. Shah Y.R. Shah		
61A	62A	63A	64A	65A
[illegible]	A.R. [illegible]	B.P.S.	S.R. Mehta	Shah P.D.
71A	72A	73A	74A	75A
[illegible]			S.P. Shah	[illegible]

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carpet area on pro rata basis as Hardship Compensation as per the statement annex as "Annexure- P" and the said amount is paid for the reasons that the existing Members have to made sacrifice of the present existing open space and other amenities which was enjoyed by flats owners and now they have to share the same with the new Flats purchasers. (The Developer shall pay Hardship Compensation as per the statement annexed, calculated and listed as Annexure-P.)

b. The said amount of Hardship Compensation shall be paid to the respective Members directly by the Developer as per the statement of Hardship Compensation as annexure agreed by the Society and the respective Members.

c. The said amount of Hardship Compensation shall be paid in following manner:-

i) The each respective Members shall be entitled to receive 10% of the said Hardship Compensation as first Trench through the Society on pro rata basis upon registration of Development Agreement.

ii) The each respective Member shall be entitled to receive 40% of the said Hardship Compensation as second Trench On handing over the vacant possession of the respective flat to the developer.

iii) The Members shall be entitled to receive the balance 50% out of the said total Hardship Compensation payable as the third trench through Society herein on pro rata basis upon handing over repossession of the new premises in terms of the Permanent Alternate Accommodation Agreement by Developer. The notice for possession of new flats shall be accompanied with the above cheque/s.

d. It is further agreed that in the event if the Members fail to attend the office of the Sub- Registrar of Assurances for registration of Development Agreement,

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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2913	९१	BE
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then such member/s shall be provided the Hardship Compensation upon registration of the Permanent Alternate Accommodation Agreement and as mentioned herein above. However, such member shall be liable to pay stamp duty, registration and all the taxes on the Permanent Alternative Accommodation Agreement.

15. **BROKERAGE CHARGES: -**

a. The parties hereto agree that each respective Members shall be entitled to receive brokerage for acquiring Temporary Alternate Accommodation from the Developer.

b. The Members shall be entitled to receive one month Monthly Displacement Compensation as brokerage charges at the rate as mentioned in Clause No. 12 herein above on pro rata basis of the area held by the Members every year as mentioned in the tabular statement in "Annexure-Q". If the timelines for completion of the project are extended by the Society then the brokerage for each year of extension shall continue in the aforesaid manner. (NOTE: 3 Years, 3 Brokerage at Rs. 60/-,65/-70/-)

c. The Developer shall provide such Brokerage Charges by way of Post-Dated Cheques at the time of the Members vacating the respective premises.

d. The detail of the area of the respective Flat and the amount of Brokerage Payable is set out in the in Statement "Annexure-Q".

16. **SHIFTING & RE-SHIFTING CHARGES: -**

a. The Developer shall pay Rs. 10,000/- (Rupees Ten Thousand Only) towards Shifting charges and Rs. 10,000/- (Rupees Ten Thousand Only) towards Re-shifting Charges for shifting from the respective Flat to the Temporary Alternate Accommodation acquired by the respective Members and re-

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2023

Mehul A Kothari
Ashish K Mehta
1800 sqft
Land

P Shah

11A Jal Kapi	12A Sanghavi	13A THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 6 MUMBAI SUBURBAN DIST. (BANDRA)	14A	15A B P Thar Parag Tha
16B Rs. 5.30L	17B	18B Kothari S. V. Kothari	19B	20B Jivani Trustee
21A U H Shah Land	22A Y M Shah.	23A N J Shah B N Shah.	24A Y M Shah.	25A
26B J R Doshi	27B D B G	28B Bhakti S. Shah	29B A. B. Vora	30B J B Shah COLLECTOR BOI
31A Kalpana L Shah	32A Ashok V Rach	33A Ramrais	34A N M Vora C M Vora	35A M M Bhatt
36B J A Shah	37B 21821	38B Ashish K Mehta Trupti A Mehta	39B Ashish K Mehta Ashish Kothari	40B Bread
41A Bhavna S. Shah	42A Jshah	43A A D Masalia J D Masalia	44A Bhavna S. Shah	45A U J Shah
46B Rukmaniya 22a.2nd Floor - Th - 2nd	47B Jagdish Preeti	48B K M Kothari Mehul A Kothari	49B V P Vora	50B Bhavna Shah Bhavna
51A C J Vora	52A	53A C R Shah J A Shah	54A	55A D Shah
61A Amita Bhatnagar	62A A. R. Lad	63A B P S	64A S R Mehta	65A Shah P D
71A Bhavna Shah Bhavna S. Shah R.H.B	72A	73A	74A S. P. Shah	75A Jain P. Sanghavi Chandrakant Jain

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shifting in the Permanent Alternate Accommodation i.e. the new premises.

b. The detail of the area of the respective Flat and the amount of Shifting and re-shifting Charges receivable by Members are set out in the Statement **"ANNEXURE-R".**

c. The Developer shall provide such Shifting Charges by way of one Post-Dated Cheques through the Society herein at the time of Members are vacating the respective flats and Re-Shifting Charges by way of one Post-Dated Cheques through the Society herein at the time of providing Permanent Alternate Accommodation to the Members.

17. **BENEFIT OF ADDITIONAL AREA:**

The commercial terms mentioned in final offer shall not be revised in any case of any reduction/ decrease or increase in actual plot area of 2652.41 sq. meters or thereabout. The Society permits and allows the developer to utilize the benefits of any additional FSI which may be accrued over and above 2652.41 on or before the Developer obtain the Occupation Certificate by M.C.G.M. in respect of the new building to be constructed by Developer considering the commercial offer given by them. However, It is agreed that the benefits of FSI in respect of a layout road admeasuring around 167.5 sq. meters comprised in the above plot /said Land may not be immediately available for utilization due to certain technical reasons and as such, the Society permits and allows Developer to utilize the benefits for a further period of 5 (five) years from the date of issue of Occupation Certificate by M.C.G.M. in respect of the new building to be constructed by Developer, without asking for any benefits in terms of money or otherwise, as more particularly enumerated in Clause 2(a)(VIA) hereinabove.

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2953 RT DC
2023

Mehul A Kothari
Ashish K Mehta

P Shah

11A	12A	13A B. P. Thakkar	14A	15A B P. Thakkar
16B	17B	18B S. V. Kothari	19B	20B
21A U.H.Shah	22A Y. H. Thakkar	23A N. J. Shah B.N.Shah.	24A Y. H. Thakkar	25A
26B	27B	28B Bhakti S. Shah	29B A. B. Vora	30B
31A Vidyadhar K Shah	32A	33A	34A N.M.Vora	M.M.Bhatt
36B U.A. Shah	37B	38B Mehta A Mehta	39B Ashish K Mehta	40B
41A Bhavna S. Shah	42A	43A A.D. Mayatra S.D. Mayatra	44A Bhavna S. Shah	45A U. J. Shah
46B	47B Preeti	48B K.M.Kothari Mehul A Kothari	49B V. V. Shah.	50B
51A C.J.Vora	52A	53A C.R.Shah J.R.Shah	54A	55A P Shah.
61A	62A	63A BPS	64A S R Mehta	65A Shah P D
71A	72A	73A	74A Naitik S. P. Shah	75A

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18. **CONSIDERATION FOR ADDITIONAL AREA:**

In the event if Developer fails to complete the Society's allotted area in a timely manner, the consideration payable by the existing members to the Developer towards additional areas purchased by them in the new building shall stand assigned to the Society who shall utilize the same to complete the construction of the Society's allotted area.

19. **VACATING NOTICE:**

The parties herein have agreed to strictly follow the entire time line for vacating of the respective members.

a. The developer will issue a Notice of 30 days for execution and registration of Permanent Alternate Accommodation Agreement.

b. Society will intimate to the Member about the same and Society shall address a letter to respective Member for fixing a date and time for registration of Permanent Alternate Accommodation Agreement.

c. The respective Members have to give their confirmation by replying in writing for execution and registration of Permanent Alternate Accommodation Agreement.

d. In the event if some of the Members are not responding then those shall be considered as non-co-operating Members and Society shall intimate to Developer in writing about such dissenting Members and request Developer to take appropriate steps either for negotiation with those Members or legal action against those Members.

e. Accordingly, appropriate steps shall be taken by Developer for obtaining orders from the court against such dissenting Members. Upon Developer getting reliefs from the court thereafter, the developer will provide 30 days notice to Society so that in turn Society can issue the notice to the Members

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Mehul A Kothari
Ashish K. Mehta.
P S Lad



11A	12A	13A	14A	15A
		B		B P Thakur
16B	17B	18B	19B	20B
		S. V. Kotwani		
21A	22A	23A	24A	25A
U H Shah	Y. H. Shah.	N. J. Shah, B. N. Shah.	Y. H. Shah.	
26B	27B	28B	29B	30B
		Bhakti S Shah	A. B. Vora	
31A	32A	33A	34A	35A
Kalpana K Shah	Atul V Shah		N. M. Vora	M. M. Bhatt.
36B	37B	38B	39B	40B
U. A. Shah		Trupti. A. Mehta		
41A	42A	43A	44A	45A
Bhakti S Shah		A. N. Mayekar, J. N. Mayekar	Bhakti S Shah	U. J. Shah
46B	47B	48B	49B	50B
	Jagtap Preeti	K. M. Kothari, Mehul A. Kothari	V. V. Shah.	
51A	52A	53A	54A	55A
C. J. Vora				
61A	62A	63A	64A	65A
Hemant A Kothari	A. R.	B P S	S R Mehta	Shah P.D
71A	72A	73A	74A	75A
			S. P. Shah	

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for vacating and accordingly, all the Members will adopt appropriate actions for shortlisting their temporary alternate accommodation.

f. Upon expiry of the period of 30 days, the Members shall start handing over vacant possession of the respective flats to the Developer in presence of the Society within 45 days from the Developer giving notice to vacating member/s respective flats and Developer shall start paying monthly compensation to the Members.

g. In the event if any member/s fail to hand over possession of their respective flats to Developer within 45 days (as per compliance in Clause 9 above) then Developer is entitled to withhold the payment of monthly compensation and other payment of those members to whom Developer have started paying monthly compensation until the total possession of all the flats is handed over to Developer, provided the notice to vacate is issued after obtaining appropriate court orders against dissenting members and after concurrence of the Society as regards the notice to vacate.

20. **REGISTERED AGREEMENT WITH EACH MEMBER OF THE SOCIETY FOR PERMANENT ALTERNATIVE ACCOMMODATION BEFORE VACATING PREMISES:**

All out-of-pocket expenses, stamp duty, registration charges and incidental expenses on this agreement and power of attorney shall be borne and paid by the Developer alone save and except these expenses for such members who are not a party to Development Agreement while it is getting registered apart from this, the Stamp Duty and Registration and incidental expenses in respect of the individual agreements to be entered into with the existing individual Member/s of the Society for providing them permanent alternative accommodation in the new building/s as stated above shall also be borne and paid by the Developer only.

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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However, the additional area purchased by the Members of the Society for consideration, stamp duty, registration charges, GST and all taxes in respect thereof shall be borne and paid by such Members of the Society.

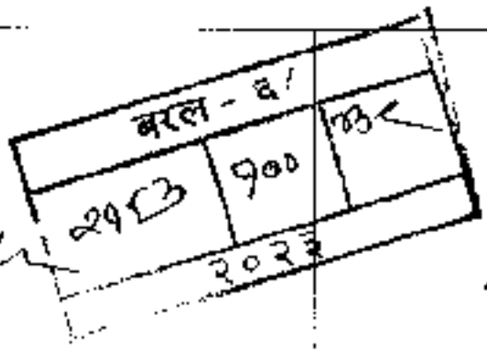
21. **CONDITION FOR SALE OF PERMANENT ALTERNATE ACCOMMODATION:**

The parties herein agree that once the Members are allotted permanent alternate accommodation, they may sell the said new premises subject to their intended purchasers agree to abided by the terms of the development agreement and other commercial terms. It is clarified that in the event if the member who is allotted Permanent Alternate Accommodation Agreement is willing to sell the premises during under construction period and in the event if any stamp duty which may be levied on the transaction then either the member or the intended purchaser shall be liable to pay such stamp duty. The Developer will not seek transfer fees or other charges on such transfer but the Society shall be entitled to charge the same as per prevailing norms. The Developer agrees to issue / replace unpaid or balance cheques relating to disbursals in favour of the new purchaser based on joint request from the old member and new purchaser.

22. **HANDING OVER POSSESSION OF THE RESPECTIVE PREMISES BY THE RESPECTIVE MEMBERS:**

a. The parties here in agree, upon the Developer addressing notice to Society for providing vacate possession in writing the Society shall in-turn communicate same to the Members and call upon the Members to handover vacate and peaceful possession to their respective premises. Upon receipt of such possession from the respective Members the Society shall intimate the Developer and handover such possession to the Developer for demolition of existing building in terms of this present. The demolition and debris disposal





11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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will be as per the Solid Waste Management Rules 2016 and other applicable laws / norms /guidelines. The entire salvage value will be retained by the Developer and the Society or the member/s shall not have any claim on it.

b. It is clarified that the respective Member shall not remove grills, windows, flooring, main door, internal door, bathroom fittings etc. as this will form part of the existing premises to be handed over.

23. **REDEVELOPMENT AT SITE:**

a. Simultaneously on execution and registration of this Development Agreement, the Society shall issue a letter of license to the Developer to enter upon the said property, to commence and carry out the redevelopment thereof and remain at site till the completion of the project in accordance with the terms and conditions recited above.

b. The Developer agree and undertake to depute a security guard. The security guard shall be present for 24 hours and accordingly necessary actions will be taken by Developer to protect the said Property. The Society has represented that they shall be giving necessary co-operation to the Developer for obtaining the total possession of the said Property.

24. **DEMOLITION OF EXISTING BUILDING:**

The parties herein agree that upon the members initiating the process of vacating the respective flats and the Developer entering the said property for carrying out redevelopment thereof; they shall be authorized by the Members and the Society to demolish the existing building or part therefore, or disconnect the utilities or removing doors, windows grills etc., with an intention to construct a new building in its place on the said Property.

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Mehul A Kothari
Ashish K Mehta
Preeti

11A	12A	13A	14A	15A B. P. Thakur
16B R. P. Singh	17B	18B S. V. Kothari	19B	20B
21A U. H. Shah	22A Y. M. Shah.	23A N. J. Shah B. N. Shah.	24A Y. M. Shah.	25A
26B J. R. Doshi	27B	28B Bhakti S. Shah	29B A. B. Varu	30B J. B. Shah
31A Kalpana K Shah	32A Abdul U Rauf	33A	34A N. M. Vora	35A M. M. Bhatt
36B P. A. Shah	37B K. Kothari 21721	38B Ashish K. Mehta Preeti A. Mehta	39B Ashish K. Mehta Ashish K. Mehta	40B (Blnz. does not)
41A Bharat S. Shah	42A	43A A. D. Mayekar J. D. Mayekar	44A Bharat S. Shah	45A U. J. Sil
46B 21/05/2013	47B Preeti	48B K. M. Kothari Mehul A. Kothari	49B Vijay V. Shah.	50B
51A C. J. Vora	52A	53A C R Shah	54A	55A
61A	62A A. R. [illegible]	63A BPS	64A S R Mehta	65A Shah P.D
71A Bharat Shah	72A	73A	74A S. P. Shah	75A

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25. **DEBRIS**: -

All the debris belong to the Developer and the Society has no right on such materials, Stones, Bricks, Iron Rods, Wooden Frames, Windows, Doors, main door, internal fittings, bathroom fittings etc. And the Developer are the sole Owner of this debris and free to dispose the same as he may deem fit, without recourse to the Society &/or its Members.

26. **DISPLAY BOARD: -**

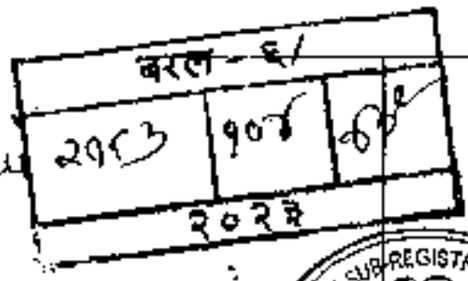
After execution of this Agreement and Issue of notice to vacate, the Developer is entitled to cover the site by erecting temporary sheet fencing the Developer shall be allowed to put their brand name on such fencing subject to applicable laws. The Developer shall also be allowed to put their Display Board displaying their Brand Name. The Developer shall also be allowed to display their logo and branding on the walls of the building and if same is required any nature of lighting, then the Developer shall take a separate Electric meter for such activity after execution of this agreement and notice to vacate.

27. **EXISTING MEMBERS SHALL CO-OPERATE WITH THE DEVELOPER:**

That the existing Members of the said Society shall co-operate with the Developer to complete the construction of the said Proposed building. The Members shall not obstruct and/or become hindrance in any construction work of the said Developer.

28. **AMALGAMATION: -**

In the event the Developer intends to carry out the redevelopment of the present property jointly with adjoining property/s or by amalgamating the same with adjoining property or combining with other schemes such as Regulations 33 (9) or 33 (14); then the same would require explicit prior written consent of the Society.



Mehul A Kothari
Ashish K. Mehta
18/8/21

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A U.H.Shah	22A Y.H.Jhah.	23A N.J.Shah B.N.Shah.	24A Y.H.Jhah.	25A
26B	27B	28B Bhakti S. Shah	29B A.B.Vora	30B
31A	32A	33A	34A N.N.Vora	35A
36B	37B	38B	39B	40B
41A Bhavna S. Shah	42A	43A A.D.Mosalia J.D.Mosalia	44A Bhavna S. Shah	45A U.J.Shah
46B	47B Preeti	48B K.M.Kothari Mehul A. Kothari	49B	50B
51A C.J.Vora	52A	53A C.R.Shah J.R.Shah	54A	55A
61A	62A	63A B P S	64A S R Mehta	65A
71A	72A	73A	74A S.P.Shah	75A

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29. **NEW BUILDING TO BE CONSTRUCTED:**

a. The Developer shall construct on the said Property the proposed building as permissible by the MCGM. Further the proposed new construction shall consist of lift elevator in wing as per MCGM rules and regulations, as per the MCGM approved plan. The Developer hereby endeavor to provide and construct Society office, Watchmen Security Cabin, parking subject to same are approved on the basis of free of FSI by MCGM.

b. The Developer has agreed that upon execution hereof they shall prepare draft plan and take necessary approval from the Society on the proposed plan and upon getting such approval in writing they shall submit the necessary proposal to the MCGM department for getting approval of concessions.

c. The Plans which are approved by the MCGM shall be conclusive Plan and same shall be binding on the Society and its Members provided such proposed changes by MCGM are discussed with the Society. The society agree to grant their concurrence within 15 days and in the event if the concurrence are not granted within 15 days by the Society then same shall be treated as deemed to be approved and developer shall proceed further as developer has to meet the timelines as provided herein.

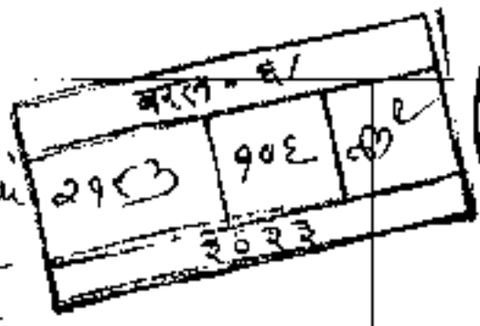
30. **TENTATIVE PLANS APPROVED BY SOCIETY:**

a. The proposed plans which will be submitted by the Developer will be approved by the Society.

b. The Developer shall endeavor to get the same approved from MCGM.

c. The plans approved by MCGM shall be concluded plan and same shall be binding upon the parties herein.

d. The Developer assures to the Society that in the event there are any changes which they have proposed to carry out in the Members flats





11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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area/location/dimension, they shall obtain written consent from the Society. The Society agree and undertake to provide such written consent within 15 days from the receipt of such intimation. It is clarified that in the event if consent is not provided within 15 days -then the plans shall be deemed to be approved by the Society. .

e. The Developer shall construct on the said Property the proposed building plan as approved by Society and permissible by the MCGM. Further the proposed new construction shall consist of lift elevator in wing as per MCGM rules and regulation and/or as per the MCGM approved plan.

f. That Allotment of the new Premises to the Members of Society shall be as per the plans approved by Society and sanctioned by MCGM.

g. That Allotment of the new flats to the respective Members of the said Society shall be as per the plans approved by the Society.

h. In the event due to planning constraints variation in the area to the extent of 3% carpet area shall be compensated in terms of money as per the prevailing market value on such less/more area in respect to the premises. If there is variation of more than above limit of 3%, the member will be entitled to refuse possession of new flat.

i. The Developer shall keep existing R.G. open to sky.

j. The Developer is aware that the Society's building is located in a common layout.

31. **DIGITAL SIGNATURES:**

The Society agree and undertake to provide Digital Signature of the Chairman, Secretary and Treasurer for the sole purpose of submitting the plans on behalf of Society. The same shall otherwise be in custody of the Socelty. It is further clarified that Developer shall not be authorized to use the said Digital Signature for any

(98)

Mehul A Kothari
Ashish K. Mehta
Keerti
Lalit

11A	12A	13A	14A	15A
		B. P. Thar		B. P. Thar
16B	17B	18B	19B	20B
		S. V. Kothari		
21A	22A	23A	24A	25A
U H Shah	Y. M. Thakkar	B. N. Shah	Y. M. Thakkar	
26B	27B	28B	29B	30B
		Bhakti S. Shah	A. B. Vora	
31A	32A	33A	34A	35A
Kalpana K Shah			N. M. Vora	M. M. Bhatt
36B	37B	38B	39B	40B
P. A. Shah	21831 20/11/2014	Ashish K. Mehta	Ashish K. Mehta	
41A	42A	43A	44A	45A
Bhavna S. Shah		A. D. Masalia	Bhavna S. Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	K. M. Kothari		
51A	52A	53A	54A	55A
C. J. Vora		C R Shah		
61A	62A	63A	64A	65A
		B P S	S A Mehta	Ghosh P. D.
71A	72A	73A	74A	75A
			S. P. Shah	

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purpose other than submitting the plans to the building proposal department. The Developer agrees and undertake that upon the entire construction is completed, the Developer shall return the said Digital Signature to the Society Member. The entire cost and renewal of such Digital Signature shall be borne by the Developer. The respective Chairman, Secretary and Treasurer agree, undertake and confirm to provide necessary co-operation, documents and their video which is required to be submitted for obtaining such Digital Signature. The Society shall also execute a special Power Of Attorney for the same. The Developer shall use the above D.S.C. solely at his risk and costs and only for the purpose of present redevelopment project. The Developer agrees to indemnify and keep indemnifies the Society, its office bearers and the members against any claim, loss, cost or damages resulting from use of the aforesaid D.S.C. by the Developer or its agents or representatives or employees.

32. **DISCONNECTION OF UITILITY PREMISES:**

a. Upon the demolition of the existing building the Developer shall also be taking necessary steps for removal of the essential utility services. All such utilities Services such as reconnect MGL, Electricity, Water Connection, Sewerage, MTNL lines, cable line etc. the Society agree and undertake to sign necessary papers, documents, affidavit, declaration, etc. the Developer further undertake that upon completion of the new building all the utility connection will be reconnected by the Developer at its cost charges and expenses. The member/s may keep disconnected telephone landlines in their custody to retain telephone numbers.

b. It is further agreed and understood that the members shall not demand the refund of already paid deposits lying with such authorities and the Developer agrees to pay additional deposits if any required for the purpose of this

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26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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redevelopment for restoration of such utility which for the benefit of such member or nominee.

33. **UTILISATION OF FSI:**

Subject to what is stated in the Clause 2(a)(v) it is agreed by and between the parties that in consideration of the Society appointing the Developer and consenting to grant to them development rights and permitting the Developer to consume the entire F.S.I. potential, which may be available now and also in future (upto the issue of O.C. by M.C.G.M.) including basic FSI, Fungible FSI Premium FSI, available on payment of premium to M.C.G.M., and/or otherwise available on the property, the benefits in respect of the compensatory fungible F.S.I., Incentive FSI, Road setback all permissible FSI in respect of the said Property and/or other forms of FSI as permissible under the Development Control Regulations 2034 of Greater Bombay by submitting the proposals as may be advised by the Architects under the provision of 33(6), 33(7)A, or 33(7)B which may from time to time being amended and by virtue of enactment, modification of Act and/or by virtue of circulars which are time to time passed by Government of Maharashtra, MCGM, MMRDA, and/or other governmental or semi-governmental Authorities, at the Developer costs and to acquire T.D.R. in form of F.S.I. and load the same on the said Property as permissible at the Developer cost, expense and consume the same on said Property and sell the premises as may be available to the Developer (excluding the premises committed for existing Members of the Society) after development of the said Property. The Developer shall be entitled to utilize the full FSI or any further FSI which may be granted out of the net land potential till the Occupation Certificate is issued by the M.C.G.M. in respect of the new building to be constructed on the said property.

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Mehul A Kothari

Ashish K Mehta

11A	12A	13A B. P. Thar	14A	15A B. P. Thar
16B	17B	18B S. V. Kotwani	19B	20B
21A	22A Y. M. Shah	23A N. J. Shah B. N. Shah.	24A Y. M. Shah.	25A
26B	27B	28B Bhakti S. Shah	29B A. B. Vora	30B J. B. Shah
31A Kalpana K Shah	32A Abdul U Peerh	33A	34A N. M. Vohra C. M. Vora	35A M. M. Bhatt
36B P. A. SHAH	37B	38B Ashish K. Mehta Jagruti A. Mehta	39B Ashish K. Mehta Ashish K. Mehta	40B
41A Bhanu S. Shah	42A	43A A. D. Masalia J. D. Masalia	44A Bhanu S. Shah	45A U. J. Shah
46B	47B Preeti	48B K. M. Kothari Mehul A. Kothari	49B Vijay Shah.	50B
51A C. J. Vora	52A	53A C R Shah J R Shah	54A	55A P Shah.
61A	62A A. R. Lad	63A B P S	64A S R Mehta	65A Shah P. D.
71A RMB	72A	73A	74A S. P. Shah	75A

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34. **ENHANCE FSI**

a. The parties here in agree that in the event if there is any enhancement FSI other than what is available as mentioned in the Development Agreement (for example: when there is increase in Base land FSI, this will be treated as enhanced FSI, for further clarification, today Base Land FSI is 2.4 times along with 35% of Fungible Area, in future if the Base Land FSI is increased that will be treated as enhanced FSI) As recorded in the Registered Conveyance Deed dated 20th April 2015 in the P. R. Cards, the plot area admeasures 2500 sq. meters but as per the sanctioned plans based on the proportionate utilisation of F.S.I., the same is 2652.41 sq. meters. There is a variance of 207.59 sq. meters or thereabout. In that event the parties have mutually agreed that in case the Society becomes entitled to the F.S.I. benefits or any other benefits in respect of the above differential area or a part thereof, the same shall entirely belong to the Developer, till the date of obtaining the Occupation Certificate of entire project Developer shall be entitled to utilise the same entirely, at their cost and expenses without passing on any benefits under whatsoever name/ head, Monetary or otherwise to the Society and Society shall not object for the same;

b. However, It is agreed that the benefits of FSI in respect of a layout road admeasuring 9.15 meters wide, comprised in the above plot /said Land may not be immediately available for utilization due to certain technical reasons and as such, the Society permits and allows Developer to utilize the benefits for a further period of 5 (five) years from the date of issue of Occupation Certificate by M.C.G.M. in respect of the new building to be constructed by Developer.

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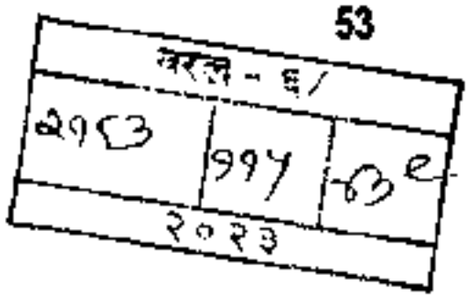
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Mehul A. Kothari



11A	12A	13A	14A	15A B. P. Thkr.
16B	17B	18B S.V.Kothari	19B	20B
21A U.H.Shah	22A Y.H.Shah.	23A N.J.Shah B.N.Shah.	24A Y.H.Shah.	25A
26B J.R.Doshi	27B B.G	28B Bhakti S.Shah	29B A.B.Vora	30B J.B.Shah
31A Kalpana A Shah	32A Ashok V Shah	33A	34A N.M.Sodha	35 M.M.Bha
36B U.A.Shah	37B	38B K.Mehta Deepti A.Mehta	39B K.Mehta	40B
41A Bhanu S.Shah	42A	43A A.D.Mayekar J.D.Mayekar	44A Bhanu S.Shah	45A U.J.Shah
46B	47B Preeti	48B K.M.Kothari Mehul A.Kothari	49B V.V.Shah	50B
51A C.J.Vora	52A	53A C.R.Shah J.R.Shah	54A	55A
61A	62A	63A B P S	64A S R Mehta	65A Shah P.O.
71A	72A	73A	74A S.C.Shah	75A



35. **RERA REGISTRATION: -**

The Developer shall upon the sanctions of the plan and obtaining Commencement Certificate shall registered the project under the provision of MAHA RERA (RERA Act, 2016) and forward the photocopy of registration certificate to the Society for their record. The entire responsibility of compliance with the provisions stipulated under the RERA 2016 and the Rules/Regulations issued thereunder (including procedure relating to the registration on the MahaRERA website and updating the same from time to time) shall be that of the Developer. The Developer agrees to indemnify and keep indemnified the Society against any loss, claim, damages, cost, penalty or interest resulting from the default of the Developer in timely compliance with the provisions of the RERA and the Rules/Regulations issued thereunder or any claim, damages, cost or action of any Assignee/s or Purchaser/s of the Developer's allotted premises (including car parks) or any person claiming under or in trust of the Developer in respect thereof.

36. **PENALTY:**

a. The parties herein agree that Developer will be incurring huge expenses before the members are vacating and therefore if there is any dissenting member and such member is not coming forward for execution of the transaction document and also not showing its willingness for vacating under such circumstances as per resolution passed in SGM dated 26.12.2022, by which it was agreed by all the member that whatsoever investment which is incurred (towards payment of Government premium, towards payment of stamp duty and registration charges, towards payment of professional fees such as architect fees, Lawyers, Liasoning fees, payment of premiums, construction cost, marketing cost, interest on investment etc., other professionals, towards payment made to Society under development

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Mehul A Kothari
Ashish K Mehta
Ibrahim
Shah

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THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 6 ★ MUMBAI SUBURBAN DIST. (MAHARASHTRA) ★

11A	12A	13A	14A	15A
		B. P. Thar		B. P. Thar
16B	17B	18B	19B	20B
		S. V. Katnani		
21A	22A	23A	24A	25A
U H Shah	Y. H. Shah.	N. J. Shah B. N. Shah.	Y. H. Shah.	
26B	27B	28B	29B	30B
		Bharati S. Shah	A. B. Vora	
31A	32A	33A	34A	35A
			N. M. Joshi	M. M. Bhatt.
36B	37B	38B	39B	40B
		Jayesh A. Mehta	Ashish K. Mehta	
41A	42A	43A	44A	45A
Bharati S. Shah		A. D. Mayekar J. D. Mayekar	Bharati S. Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	K. M. Kothari Mehul A. Kothari	V. V. Shah.	
51A	52A	53A	54A	55A
C. J. Vora		C. R. Shah Y. R. Shah		
61A	62A	63A	64A	65A
		B P S	S R Mehta	Shah P D
71A	72A	73A	74A	75A
			S. R. Shah	

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Agreement such as Earnest Money deposit, professional fees of Society's professionals and any other expenses which shall be incurred by the Developer all such expenses shall be treated as expenses incurred for the project and the developer shall be entitled to claim interest from the dissenting members on such investment). It is agreed that all the unwarranted costs shall be borne and paid by the Developer and Society shall reimburse the same to the Developer after collecting these monies at 21% interest as per its bye-laws from the non-cooperating Members. In case of existing Members do not vacate and handover possession within 45 days as per the process mentioned in clause No. 18 (f) herein above (Vacating Notice), then the said Non-Cooperative Member shall be liable to pay by way of liquidated damages at the rate of Rs. 3,000/- (Rupees Three Thousand Only) per day such Non-Cooperative Member to the Society till the said Member vacates and handovers his/her existing Premises to the Society (hereinafter referred to as **"the said Liquidated Damages"**) which in turn Society shall return to the Developer herein. It is further clarified that in the event if any litigation which is required to be filed for vacating the Members, then entire cost of litigation which shall be including court fees, counsel fees, attorney/advocate fees, shall be liability of the disputing Members. It is further clarified that in case if Arbitration Proceeding is filed pursuant to order of the court by which arbitrator is appointed then in that case all the expenses related to the arbitrator i.e arbitrator fees, booking of conference hall, booking of stenographer, appearance per date of Counsels and Attorneys and All the expenses pertaining to photocopies of the document which may be taken for such Arbitration Proceeding shall be *hereinafter referred to as* ***"the said Unwarranted Expenses"***. (*The liquidated damages and unwarranted expenses are hereinafter referred to as* ***"the said Penalty"***). The Society has

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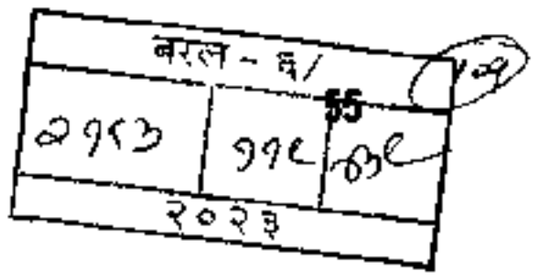
Ashish K Mehta

Ashish K Mehta

K P Shah

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 5 ... MUMBAI SUBURBAN DISTRICT

11A	12A	13A	14A	15A
		B. P. Thar.		B. P. Thar
16B	17B	18B	19B	20B
		S. V.		
21A	22A	23A	24A	25A
U.H.Shah	Y.H.Shah.	N-J-Shah B.N-shah.	Y.H.Shah.	
26B	27B	28B	29B	30B
J.R.Doshi	D.B.U	Bhakti S. Shah	A.B.Vora	G.B Shah
31A	32A	33A	34A	35A
Kalpana K Shah	Paul Pereira Abel V Paul	Ramraj	N.M.Joshi	
36B	37B	38B	39B	40B
M.A.Alvi		Ashish K. Mehta Jyoti A. Mehta	Ashish K. Mehta Ashish K. Mehta	
41A	42A	43A	44A	45A
Bharat S Shah		A. D. Mavalia J. D. Mavalia	Bharat S. Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	K. M. Mathur Mehul A. Kothari		
51A	52A	53A	54A	55A
C. J. Vora		C R Shah J R Shah		
61A	62A	63A	64A	65A
	A. R. Tirodkar	B P S	S R Mehta	Shah P. D
71A	72A	73A	74A	75A
			S. P. Shah	



specifically intimated the Developer that in the event if there is said penalty amount due upon the Member for non-cooperation then that Member shall clear and make payment to the Society. In the event if the payment is not cleared then until such payment is cleared the Developer shall withhold the possession of the new Premises to be handed over to the disputing Member and the Developer shall also not be liable to pay monthly compensation amount to such member under such special circumstances where possession is already offered. The Developer to complete the entire construction within 36 months from the date of obtaining plinth Commencement Certificate (save and except Force Majeure events and material change in government policies) together with a grace period of 6 months.

b. It is further clarified that in the event if there are any litigation which is required to be contested for getting the premises vacated in that event for that period Developer shall not be liable to pay monthly compensation to the dissenting Members.

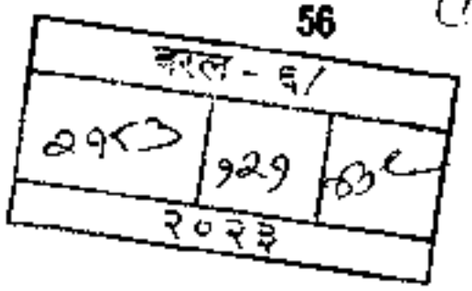
c. The Society has instructed and authorised the developer to adjust the Penalty amount from hardship compensation or displacement compensation payable to such dissenting or non-co-operating Member as well as withhold possession of new flat allotted to the dissenting or non-co-operating Member till such payment;

d. The Developer shall also be entitle to claim the cost of interest on the expenses incurred i.e , stamp duty charges, registration charges, professional fees, liasoning expenses, TDR purchased, premium paid, all expenses incurred shall be considered as the expenses incurred in the project and due to loss in time by the Developer in respect of the delay which solely attributes to the action of the non-cooperative members and therefore Developer shall be entitle to recover the same from such non – co-operative members.

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31A	32A	33A	34A	35
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A



37. **OCCUPATION CERTIFICATE:**

Developer have agreed and undertaken that they will obtain Full Occupation Certificate on completion of the new building on the said Property comprised of Existing Member's Premises as well as New Proposed Purchased Premises. Only Upon obtaining Full Occupation Certificate as aforesaid, the Developer shall hand over possession of the new flats to the Society Members and the sale component purchasers.

38. **REPOSSESSION:**

Developer shall upon receipt of communication from the Architect that they are in process of obtaining OC from MCGM, they shall communicate to the Society in writing and Society shall in turn communicate to the respective Members about the offering the possession of the new premises. It is further clarified that the Developer shall offer possession to the Members in respect of their area and thereafter only offer possession to the premises purchaser for sale component area. The possession will be offered only after O.C. and no possession shall be offered on ground of fit-outs without O.C. The member/s will not make any structural alteration or plumbing changes even after taking possession without consent of the Society and the Developer.

39. **HANDING OVER CHARGE:**

Within 90 days of total completion of building, Developer shall handover all the paper and certified copies pertaining to the said Property to the Society. The Developer shall also hand over book of allotment related to the amount collected by them towards advance payment toward the monthly maintenanceThe Developer shall hand over all original certificates charge pertaining to the said Property unto and in favor of Society.

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K P Shah



11A	12A	13A	14A	15A
		B. P. Thar		B. P. Thar
16B	17B	18B	19B	20B
		S. V. Kotwani		
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U. H. Shah	Y. H. Shah.	N. J. Shah B. N. Shah.	Y. H. Shah.	
26B	27B	28B	29B	30B
		Bhakti S. Shah	A. B. Vora	J. B. Shah.
31A	32A	33A	34A	35A
Kalpana K Shah			N. H. Vora	M. M. Bh
36B	37B	38B	39B	40B
		Preeti A. Mehta		
41A	42A	43A	44A	45A
Bhavna S. Shah		A. D. Mavani J. D. Mavani	Bhavna S. Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	K. M. Kothari Mehul A. Kothari	Vijay Shah.	
51A	52A	53A	54A	55A
C. J. Vora		C R Shah J R Shah		K Shah.
61A	62A	63A	64A	65A
		B P S	S R Mehta	Shah P D
71A	72A	73A	74A	75A
R M B			S. P. Shah	

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40. **BENEFIT IF ANY DUE TO CHANGE IN GOVERNMENT POLICY:**

If there is any change in government policies and rules pertaining to redevelopment or there is additional FSI is available to the Society (ILLUSTRATION: that any benefit such as Road FSI, Incentive FSI i.e. by virtue of any enactment and circular, under such circumstances the same is not treated as Enhanced FSI) then at all stages of construction of the building, the benefit of the same shall avail to the Developer after deducting expenses incurred as expenses pertaining to architect fees, Liasoning fees, payment of premiums, construction cost, marketing cost, interest on investment etc. The Developer shall be entitled to utilize entire potential of the said Property as per Development control rule Regulation 2034, along with any modification, enactment, or circular amendment which may be applicable or may be in force from time to time.

41. **LAWFUL AUTHORIZATION: -**

AGREED THAT the Society shall empower the Developer with requisite lawful authorization including Power of Attorney to pursue concerned authorities for the matters related to development and construction of the property/the building during the pendency of this contract.

42. **NO OBJECTION CERTIFICATE FROM BANK/ FINANCIAL INSTITUTION:**

If it is found that any of the Members of Society have taken Housing Loan or created charge, mortgage or encumbrance of whatsoever nature shall get the same released and discharged or otherwise shall produce the required N.O.C. to the Developer from the concerned Banks/ financial Institution/person and the Society shall be responsible for the same. The Developer shall not be responsible to obtain NOC from bank / financial institution.

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Mehul A Kothari

Ashish Kantilal Shah

D B Shah

Sheetal

K P Shah

11A	12A	13A	14A	15A B.P Thao
16B	17B	18B S.V. Kothari	19B	20B
21A U.H. Shah	22A Y.H. Shah.	23A N.J. Shah B.N. Shah.	24A Y.H. Shah.	25A
26B	27B	28B Bhakti S. Shah	29B A.B. Vora	30B
31A Malpani K Shah	32A Atul V Parekh	33A	34A N.M. Vohra	35A M.M. Bha
36B	37B	38B Trupti A. Mehta	39B Ashish Kantilal	40B
41A Bhavna S. Shah	42A	43A A.O. Masala J.A. Masala	44A Bhavna S. Shah	45A U.J. Shah
46B	47B Preeti	48B K.M. Kothari Mehul A Kothari	49B Vijit V. Shah	50B
51A C.J. Vora	52A	53A C.R. Shah Y.R. Shah	54A	55A R Shah.
61A Hasina A Kothari	62A A.R. [illegible]	63A B P S	64A S R Mehta	65A Ghatkopar P.O.
71A R.H.B	72A	73A	74A S.P. Shah	75A

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43. **BANK LOAN:**

The Developer may raise finance from any financial institutions, bankers and/or NBFC by creating lien in respect of the sale component and/or by creating lien on the receivable amount in respect of the sale component from the prospective intended buyer other than those due from the existing members who have purchased additional areas till completion of the Society's allotted premises in all respects. The Developer further agree and undertake that they shall never create any lien or charge in respect of the land and/or in respect of the Member's area. It is further clarifying that in the event if any Member wants to purchase additional area and amount payable for such additional area shall not be available for creating a lien till completion of the Society's allotted premises in all respects. The Society are granting consent and no objection for creating lien by the Developer as mentioned hereinabove. It is further clarified that under no circumstances Society shall be liable to repay such loans and it is always Developer's responsibility to repay such loan, who shall keep the Society indemnified against any cost, interest, damages, loss or penalty due to the default committed by the Developer in timely repayment of the principal, interest or other charges due or payable to the financial institution/bank.

44. **REFUNDABLE SECURITY DEPOSIT:**

a. Developer shall deposit with the Society, on execution hereto an interest free refundable deposit of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only) as a 'Performance Deposit', / Security Deposit which shall be kept deposited with the Society till the time, of obtaining the Full O.C. from the M.C.G.M. In respect of the proposed new building/s to be constructed on the said property.

b. The Society undertakes to refund the entire Performance Deposit / Interest Free Security Deposit of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only)

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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without any interest and without any default, delay or demur under any guise or pretext whatsoever after successful completion of defect liability period of 5 (five) years from the date of O.C..

c. Within 15 days upon completion of the period of Defect liability or sooner expiry of the term of defect liability by conduct of construction activity of the member or the flat purchasers in that event upon a letter being addressed by the developer to the society and a confirmation from the Society's PMC in this regard the society shall forthwith return the amount. In case of delay there will be interest which shall be payable by the Society at the rate of 18% p.a. from the date of notice till the realization of the amount.

45. **WORKMANSHIP GUARANTEE:**

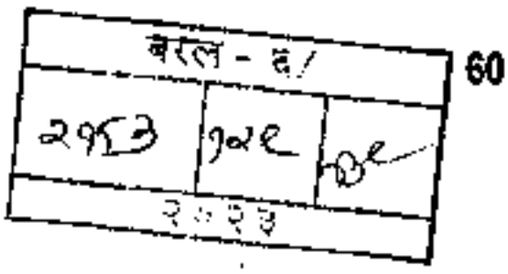
The Developer agree and undertake to guarantee the workmanship of the construction for a period of 5 (Five) years from the date of the Occupation Certificate or from the date of offering the possession for the fit out (whichever is earlier) The said workmanship guarantee shall cover defect liability from the date of full Occupation Certificate for structural defects. The Developer also agree and undertake to guarantee the workmanship for a period of 1 (one) year from the date of Occupation Certificate for lifts, pumps, etc. The Society will however carry out routine maintenance, which will be the Society's responsibility. The Developer agree and undertake to guarantee the workmanship for a period of 1 (one) year from the date of Occupation Certificate for CP fittings, plumbing etc. The Developer shall procure the requisite enforceable warranty from manufacturers of lifts and other material. Water proofing in Terrace will be guaranteed for 10 (ten) years and water leakages from the external walls, toilet blocks, kitchen, etc. will be guaranteed for 5 (five) years from the date of offering possession of new building/s. However, if any Member rectifies/alters any work for interior decoration

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16B Pu. B. ०११६	17B	18B S.V.Jamani	19B	20B Meet S
21A U.H.Shah	22A Y.H.Shah.	23A N.J.Shah B.N.Shah.	24A Y.H.Shah.	25A
26B	27B	28B Bharti S. Shah	29B A.B.Vora	30B J.B.Shah.
31A Kalpana K Shah	32A Atul Amit Shah	33A	34A N.M.Vora C.M.Vora	35A
36B	37B २१४२१ २०१४	38B Mehul A. Kothari	39B	40B
41A Bharti S. Shah	42A	43A A.D mojaira J.D mojaira	44A Bharti S Shah	45A U.J.Shah
46B ०१२६६. सं- ०११६	47B Preeti	48B M.M. Kothari Mehul A Kothari	49B	50B
51A	52A	53A C R Shah J R Shah	54A	55A
61A Mehul A Kothari	62A	63A B P S	64A S R Mehta	65A Shah P D
71A RHB	72A	73A	74A S. R Shah	75A



of his flat or otherwise which are in nature of structural alterations/modifications or undertakes any activity materially damaging brickbat coba, brick work or waterproofing and carrying out any nature of Acid wash in the premises in the individual flats, or in common premises, In such cases, no defect liability will be on the part of the Developer as regards damages caused by such alterations/modifications. In the event, Developer fail or neglect to carry out the said rectification work, the same will be carried out by the Society at the cost and cost of the Developer and the expenditure shall be deducted from the Guarantee retained by the Society for the defect liability period. If such cost exceeds the amount of the Guarantee, the difference between the expenditure incurred and the Guarantee shall be recovered from Developer;

46. **RIGHT TO DISPOSE OFF FREE SALABLE AREA BY THE DEVELOPER:**

The Parties agree that the Developer shall be entitled to sell and dispose of and/or give on lease and/or give on leave and license and/or entitled to appoint contractor/Sub Contractor in respect of the saleable component area coming to their share for being used and occupied for such purposes as may be permissible by MCGM/ AUTHORITY and under Development Control & Promotion Regulation, 2034. Without being liable either to render the account and/or make over the sale proceeds and/or profits made by the Developer to Society, the Developer however, shall be liable to pay to the Society, non-occupancy charges, maintenance if any as decided by Society upon the expiry of one year from the date of handing over of charge to the Society, however, the municipal assessment shall have to be paid by the Developer immediately upon handing over of the charge to the society in respect of any unsold inventory. In the event if there are upto 5 flats remaining as an unsold flats then in that case, Society has agreed that Society shall not demand any non-occupancy charges, maintenance and such other charges from

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16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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Developer, and Developer will not be liable to pay the same up to 12 months from the date of obtaining the Occupation Certificate.

47. **BRAND NAME AND TRADEMARK:**

The name of the new building will be mutually decided by the Society and the Developer. The Parties here and have agreed that upon completion of the building the Developer shall use their brand name and trademark in form of word mark and device mark and get it registered under Trademarks Act, 1999 in respect of the name of Developer project of this building. The Developer shall be entitled to use a specific logo and register the brand name and logo and for which Society is granted its consent. The Developer shall be entitle to affix the signage and for which appropriate separate electric meter. The Society shall grant access to the Developer for changing and repairing the pattern of signage for the period of 30 years or until the new building is not demolished for such separate electricity connection. Developer shall be liable to pay electricity bill.

48. **HEADINGS:**

The headings in this Development Agreement have been included solely for ease of reference and shall not be consider in the interpretation or construction of this Agreement.

49. **ASSIGNMENT:**

a. It is expressly agreed between the parties here to that the Developer shall been entitled to develop the said Property by themselves.

b. The Developer shall not be entitled to assign or transfer the entire benefit of the Development Rights to any third party or agency without prior consent of the Society.

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	23A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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c. The whole of the works included in the contract shall be executed by the Developer and the Developer shall not directly or indirectly transfer, assign or sublet the development contract. Any change in the shareholding pattern or composition of the board of directors which has an effect of changing the existing interest/control in Company of Shri Prakaash Sevantilal Shah or his immediate family members, shall require a prior permission from the Society.

d. It is agreed that the Developer shall not mortgage, charge or create lien or dispose of or create third party rights or create any encumbrances in respect of the areas of Premises agreed to be constructed by the Developer for the existing Members of the Society as per this Agreement for the purpose of raising any loan/ finances or otherwise whatsoever.

e. The parties herein further authorize Developer to grant necessary No Objection in the prescribed bank format to their Premises purchasers who wants to mortgage the Premises and obtain necessary loans.

f. It is further clarified that in the event if Developer require to obtain certain financial facilities from Bankers, NBFCs, Private Financers than in that event they shall be entitled to obtain such finance by they are further authorized to create charge on the sale component only and also grant necessary assignment of development right as per the norms laid down by the financial institutions to financial institutions (banks & NBFC) for financing the project. The above finance shall be solely used for execution of the present project In the event, if any Member intends to purchase additional area and they want to mortgage or create their respective area through Developer with the sole intention for acquiring additional area, then Developer shall be authorizing to communicate with Bankers, NBFCs, Private Financers.

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11A	12A	13A	14A	15A
				B. P. Thar
16B	17B	18B	19B	20B
		S. V.		
21A U. H. Shah	22A Y. H. Jhah.	23A N. J. Shah B. N Shah.	24A Y. H. Jhah.	25A
26B	27B	28B Bhakti S. Shah	29B A. B. Vora	30B
31A Kalpana K Shah	32A	33A	34A N. M. Vora A. N. Vora	35A M. M. Bhatt
36B	37B 21821	38B Ashish K. Mehta Trupti. A. Mehta	39B Ashish K. Mehta Ashish K. Mehta	40B
41A Bhavna S. Shah	42A	43A A. D. Mogaria J. D. Mogaria	44A Bhavna S. Shah	45A U. J. Shah
46B	47B Preeti	48B K. M. Kothari Mehul. A. Kothari	49B Vijay Shah.	50B
51A C. J. Vora	52A	53A C R Shah J R Shah	54A	55A Shah.
61A	62A	63A B P S	64A S R Mehta	65A Shah P D
71A	72A	73A	74A S. P. Shah	75A

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g. In the event the Developer is declared as Insolvent under the provisions of IBC, or any other extant laws, this Development agreement shall Ipso facto stand terminated.

h It is however expressly clarified that the Developer in their own right and at their own risks as to consequences thereof shall be free to deal with the free sale area (save and except Members additional purchased free sale area)/Premises and parking space coming to their share that is the sale component under these presents in the manner they deem fit and proper.

50. DEATH OF MEMBER:

At any time hereafter, but before the possession of the new premises is handed over to the Member, if any Member dies, then in that event, the Society shall recommend the name of the Nominee as per their record and the Developer shall handover the said new Premises in possession of the nominee who shall be taking possession of the said new Premises as the Trustee of the said deceased and the legal heir or next of kin of the deceased Member under the laws of the succession by which Member was governed will be entitled to all the rights and benefits under this Agreement including to receive possession of the new premises from the Trustee.

51. ENROLLMENT OF PURCHASERS OF THE DEVELOPER AS MEMBERS OF THE SOCIETY:

a. The Developer shall on his account be at liberty to sell or allot on ownership basis the Premises other than those allotted to Society in the new building to be constructed by the Developer on the said Property and for that purpose to enter into agreements, allotment letters and such other writings or documents

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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in their own name, the intention being that the Developer alone shall be liable and responsible to such prospective buyers.

b. It is also agreed that the Developer shall be entitled to receive and to retain with them all the monies from the persons to whom the said Premises are sold or allotted other than those allotted to the Society, as the case may be, in the new building to be constructed by the Developer on the said Property and to appropriate the same in such manner as the Developer may deem fit and proper.

c. All the money which shall be received by the Developer from such persons shall belong to the Developer alone and will be received by them on their own account.

d. The Developer are hereby entitled to enter into agreement/ allotment for sale of Premises which are to be constructed on the said Property in pursuance of these presents to such persons and entitled to receive consideration price from such Purchasers.

e. The Developer and Society undertake that each and every new purchaser will become the Member of the Society, upon compliance of the provision of Bye-laws and M.C.S. Act 1960.

f. The Society shall admit as its new Members, all the Premises purchasers purchasing Premises in the Building that may be constructed by the Developer on the said land and from time to time be nominated by the Developer. Provided however that such new Members will be required to pay to the Society the Entrance Fee of Rs. 100/- and Share money of Rs. 500/- and to complete formalities for enrolment as the Members of the Society as per its Bye-Laws. No donation or premium or any other compensation shall be charged by the Society from such new Members for admitting them as the Members of the Society.

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11A	12A	13A	14A	15A
		B. P. Mar		B. P. Mar
16B	17B	18B	19B	20B
		S. V.		
21A	22A	23A	24A	25A
U. H. Shah	Y. H. Shah.	N. J. Shah B. N. Shah.	Y. H. Shah	
26B	27B	28B	29B	30B
	DBG	Bhakti S. Shah	A. B. Vora	
31A	32A	33A	34A	35A
Kalpana K Shah			N. M. Vora	
36B	37B	38B	39B	40B
		Trupti. A.		
41A	42A	43A	44A	45A
Bhavna S. Shah		A. D. Mavani J. D. Mavani	Bhavna S. Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	K. M. Kothari		
51A	52A	53A	54A	55A
C. J. Vora		C. R. Shah J. R. Shah		
61A	62A	63A	64A	65A
	A. R.	BPS	S. R. Mehta	Shah P. D.
71A	72A	73A	74A	75A
			S. P. Shah	

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g. It is agreed that on the Developer nominating the prospective purchasers of Premises/s or other premises in the new building to the Society, the Society shall simultaneously issue Share Certificate in favor of such purchasers, subject to Proposed Purchaser &/or Developer completes all the formalities as prescribed under the MCS Act 1960 & adopted Byelaws.

h. Such purchasers may be any person including an individual, firm, company or any other person to hold Premises in a Co-operative Housing Society as per the Model Bye-laws and used the Premises for Residential purpose only.

i. The Society shall not recognize any purchaser as its Members unless the Developer in writing have nominated such person.

j. The Society and the Members undertake that they shall not correspond directly with the Premises purchaser/proposed Members and the Share Certificate and other relevant documents shall be handed over by the Society to the Developer and photocopies of the same shall also be furnished to the Developer.

52. **DURING THE PERIOD OF CONSTRUCTION OF THE BUILDING/S ON THE SAID PROPERTY THE DEVELOPER SHALL BE RESPONSIBLE / LIABLE FOR THE FOLLOWING:**

a. For strict compliance of all applicable laws, bye-laws, Rules and Regulations and payment of statutory dues, charges for electricity, property tax, water tax etc and all such payments that may be levied upon the project during the construction period.

b. For payment of wages, salaries, fees, charges etc. and costs of building materials, to every person/s including all contractors, suppliers, workmen, laborers, employees, supervisors, security personnel, payment to the

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THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 6

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		S. V. Kothari		
21A	22A	23A	24A	25A
U. H. Shah	Y. H. Dhah.	N. J. Shah B. N. Shah.	Y. H. Dhah.	
26B	27B	28B	29B	30B
		Bharti S. Shah	A. B. Vora	
31A	32A	33A	34A	35A
Kalpana K Shah				M. M. Bhatt
36B	37B	38B	39B	40B
		Trupti A. Mehta		
41A	42A	43A	44A	45A
Bharati S Shah		A. D. Mojadra J. D. Mojadra	Bharati S Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	K. M. Kothari Mehul A. Kothari		
51A	52A	53A	54A	55A
C. J. Vora		C. R. Shah Y. R. Shah		
61A	62A	63A	64A	65A
		BPS	S R Mehta	Shah P. D.
71A	72A	73A	74A	75A
			S. P. Shah	

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consultants, specialists, engineers etc. engaged in the development of, and construction of Buildings on the said Property; employed by the Developer.

c. For payment of all dues to all persons, workmen etc. engaged in the construction work including payment of any compensation / claims etc. of whatsoever nature.

d. For all kinds of acts, deeds, omissions and / or commissions of, by any and every person engaged in development of and/or construction work on the said Property.

e. For adequate insurance of all workmen/staff/ laborers /employees / agent etc. engaged in the construction work and/or for the development of the said Property and for vicarious liabilities, claims of whatsoever nature including those under the provisions of Workmen's Compensation Act and/or any other law applicable.

f. For all or any third-party claim/s in relation to the construction.

g. The Developer shall solely and entirely be responsible for any accidents, disaster, catastrophe, tragedy, calamity, misfortune, mishap, or any such happenings upon the site or any part thereof. The Developer shall keep Society indemnified against all such claims, losses and damages.

h. The Developer shall obtain all necessary insurance in respect of the Society's property (including the buildings proposed to be constructed thereon) and other incidental matters at their own costs and expenses during the construction period as may be provided in the Development Agreement.

53. **COMPLAINTS / GRIEVENCES:**

It is agreed by the Society that no Member of the Society shall directly approach the Developer for any grievance and/or complaint. If any grievance, complaint, suggestion is to be given it shall be routed through managing committee of the

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Mehul A Kothari

Ashish K Mehta

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11A	12A	13A	14A	15A
				B. P Thar
16B	17B	18B	19B	20B
		S. V. Kothari		
21A	22A	23A	24A	25A
U H Shah	Y H Shah.	B. N. Shah.	Y. H Shah.	
26B	27B	28B	29B	30B
		Bhakti S. Shah	A. B. Vora	J. B. Shah.
31A	32A	33A	34A	35A
Kalpana K Shah				
36B	37B	38B	39B	40B
		Trupti A. Mehta		
41A	42A	43A	44A	45A
Bhavna S. Shah		A. D. Mogera	Bhavna S. Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	M. M. Kothari		
51A	52A	53A	54A	55A
C. J. Vora				
61A	62A	63A	64A	65A
		B P S	S R Mehta	Shah P. D.
71A	72A	73A	74A	75A
			S. P. Shah	

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२०२३		

Society to the Developer before taking possession of newly constructed Premises and it is further agreed by the Society that no individual complaint by Members to any Competent Authority, Municipal Corporation shall be made and the Society agree that such individual complaint if made shall be ignored and shall not be treated as an official complaint by the Society and shall be treated as withdrawn forthwith.

54. **PAYMENT OF PROPERTY TAXES IN RESPECT OF THE SAID PROPERTY:**

All property tax and other taxes, levies, assessment dues etc., in respect of the said Property up to the date of handing over the vacant possession of the entire buildings standing on the said Property shall be borne and paid by the Society. If any demand for such taxes, levies, assessments, dues etc. in respect of the said buildings and the said Property is received for a period prior thereto, the same shall be borne and paid by the Society without recourse to the Developer and thereafter all such taxes, levies, L.U.C, etc. and the demand made in respect thereof shall be borne and paid by the Developer alone till Occupation Certificate is obtained and thereafter, in respect of unsold flats. In case the flat/s comprised in the Developer's allotted premises are not sold on the issue of O.C. from the M.C.G.M. in respect of the new building. The Developer shall become the member of the Society after 12 months from the date of Occupation Certificate in respect of the flats if there are unsold flats which are more than 5 and bear and pay the Society maintenance charges in respect of those flat/s .

55. **UNDERTAKING BY THE SOCIETY:**

a. It is hereby specifically agreed by and between the parties hereto that the Society shall furnish No objection Certificate and all other documents, papers, declarations, affidavits/Resolution etc. from time to time as and when required

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Mehul A Kothari

Ashish K Mehta

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				B P Thakur
16B	17B	18B	19B	20B
		Kothari		
21A	22A	23A	24A	25A
U H Shah	Y H Shah	N J Shah	Y H Shah	
		B N Shah		
26B	27B	28B	29B	30B
		Bhabu S Shah	A B Vora	
31A	32A	33A	34A	35A
			N M Vora	
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
Bharat S Shah		A D Mayekar		U J Sil
		J D Mayekar	Bharat S Shah	
46B	47B	48B	49B	50B
	Preeti	Mehul A Kothari		
51A	52A	53A	54A	55A
C J Vora		C R Shah		
		Y R Shah		
61A	62A	63A	64A	65A
		BPS	S R Mehta	Shah P O
71A	72A	73A	74A	75A
			S P Shah	

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for re-development of the property and the Society also undertake to sign all declarations, applications, forms, undertakings, affidavits from time to time at the entire costs and expenses of the Developer after consulting the Society's Solicitors & P.M.C..

b. Society will morally, actually and practically be involved in supporting the Developer in case if any Member is not co-operating.

56. **UNDERTAKING BY THE MEMBER:**

It is hereby specifically agreed by and between the parties hereto that the respective Member shall furnish No objection Certificate and all other documents, papers, declarations, affidavits/Resolution etc. from time to time as and when required for re-development of the property and the respective Members also undertake to sign all declarations, applications, forms, undertakings, affidavits from time to time at the entire costs and expenses of the Developer.

57. **EXECUTION OF POWER OF ATTORNEY BY SOCIETY IN FAVOUR OF DEVELOPER:**

a. The Society shall on execution hereof at the same time execute a General Power of Attorney in favor of the Directors namely Mr. Prakaash Sevantilal Shah and Mr. Khyat Prakaash Shah of the Developer granting to such person power and authority to do the several acts and exercise the several powers and authorities on registration of this present conferred.

b. The Society shall on execution hereof also execute a General Power of Attorney in favor of the Developer and its representatives granting power and authority to do the several acts and exercise the several powers and authorities hereby conferred upon.

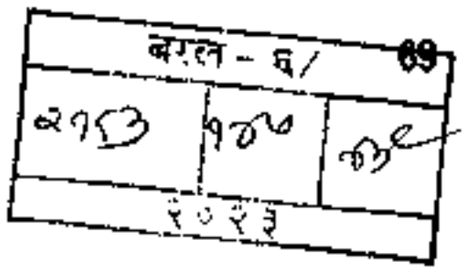
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Mehul A. Kothari
Ashish K. Mehta
Ibrahim
Lalchand



11A	12A	13A	14A	15A
		B.P. Thar		B.P. Thar
16B	17B	18B	19B	20B
		Kothari S.V Jethwani		
21A	22A	23A	24A	25A
U.H. Shah	Y.H. Shah.	N.J. Shah B.N. shah.	Y.H. Shah.	
26B	27B	28B	29B	30B
		Bhavik S. Shah	A.B. Vora	
31A	32A	33A	34A	35A
Kothari Kalpana K Shah	Parikh Akhil V Parikh		N.M. Vohra	
36B	37B	38B	39B	40B
	Kothari Rajesh Sampat	K. Mehta Gayatri A. Mehta	K. Mehta	
41A	42A	43A	44A	45A
Bhavna S. Shah		A.D. Majithia J.D. Majithia	Bhavna S. Shah	U.J. Shah
46B	47B	48B	49B	50B
Khemchand Jain Trust Date: 25-2-2022	Preeti	K.M. Kothari Mehul A. Kothari		
51A	52A	53A	54A	55A
C.J. Vora		C.R. Shah Y.R. Shah		
61A	62A	63A	64A	65A
Bhavna Kothari		BPS	S.A. Mehta	Shah P.D.
71A	72A	73A	74A	75A
Shivaji Nagar Mitra Mandal Trust R.H.B			S.P. Shah	Navin P. Sanghavi



i) To carry out leveling, filing constructing roads, drainages etc. and building and structures thereon and for effective development to do or cause to be done all further acts, deed matters and things.

ii) To demolish the said buildings standing on the said land at the Developer's expenses.

iii) To amend or alter the plans or get prepared the new plans for the proposed building or building and structures to be constructed on the said Property and to submit the same to MCGM, or any other appropriate authorities for its sanction and /or amendment or the said plans and /or submit new plans to the said authorities as the Developer may deem fit and proper and /or as required under the law and to get the said plans sanctioned from the said authorities and obtain approvals thereon subject to the terms and conditions of this Development Agreement with a prior approval of the society if such amendment in plan is affecting the area, dimension and location of the members allotted premises;



iv) To carry out and fulfill all the requisitions that may be made by the concerned authorities in connection with such plans of sub-division, layout amalgamation, repairs or the buildings plans after prior mutual discussion with the Society & thereafter written consent of the Society.

v) To make necessary applications for electricity, gas, water sewerage and internet connections with the concerned authorities and to obtain necessary orders, sanctions and permissions pursuant thereto and to do all acts, deed matters and things to carry out development of the said Property.

vi) To engage and employ surveyors, engineers, R.C.C. specialist designer contractors, sub contractors' workmen's, laborers and other persons and to pay their fees remuneration, wages and salary and other emoluments.





Mehul A Kothari Ashish K. Mehta Ishaan Lalah बरल - ६/ २०२३ १४ मे 2023				
11A Anil Kapi	12A Jaghan	13A B. P. Thar B. P. Thar	14A	15A B. P. Thar. B. P. Thar
16B Pa. ?. 2112	17B [illegible]	18B S. V. [illegible]	19B	20B [illegible]
21A U H Shah Lalah	22A Y. H. Jhaveri.	23A N. J. Shah B. N. Shah,	24A Y. H. Jhaveri.	25A
26B J R. Doshi	27B D. B. [illegible]	28B Bhakti S. Shah	29B A. B. Vora	30B J. B. Shah
31A Kalpana K Shah	32A Atul V Shah	33A Ramesh	34A N. Mehta	35A M. M. Bha
36B M. P. Shah	37B Kothari 2102 2022	38B Ashish K. Mehta Jayanti. A. Mehta	39B Ashish K. Mehta Ashish K. Mehta	40B Bhavna S. Shah
41A Bhavna S Shah	42A J. N. Shah	43A A. D. Mosalia A. D. Mosalia	44A Bhavna S. Shah	45A V. J. Shah
46B [illegible] 2022. [illegible] 2022	47B Jagruti Preeti	48B H. M. Kothari Mehul A. Kothari	49B Vijay V. Shah.	50B [illegible]
51A C. J. Vora	52A	53A C R Shah Y R Shah	54A	55A
61A Bhimji Kothari	62A A. R. [illegible]	63A B P S	64A S R Mehta	65A Shah P. D.
71A [illegible] 2022. [illegible] [illegible]	72A	73A	74A S. P. Shah	75A [illegible]

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vii) To make sign and execute necessary letters and writings and/or undertakings as may be required from time to time for redevelopment project only. In matters relating to the said Property in favor of the concerned local authorities so as to obtain sanctions and approvals for building plans for constructions thereon.

viii) To carry on correspondence and to sign and execute papers applications and documents including affidavits, plans petition declaration indemnity and usual undertakings etc. may be required for redevelopment project only. To comply with all the terms of the building plan, IOD commencement Certificate and for the purpose, to apply for and obtain and receive in lieu thereof FSI and /or TDR and to load and consume such FSI and /or TDR on the said Property as the Developer may deem fit and proper.

ix) To carry on and complete in all respect the construction of building and other structures on the said Property, by utilizing entire FSI of the said Property which is available now or that may be available hereinafter and also by loading, consuming and utilizing TDR of the said Property or any other property to the extent permissible under the DC Regulations that may be in force from time to time.

x) To make applications and submit the amended or new building plans to the MCGM / AUTHORITY / MCGM MMRDA or any other authorities to get the building plans sanctioned, obtain IOD and commencement certificate and get the same revalidated from time to time and to obtain the occupation permission and to give such other application, writings and undertakings as may be required for water connection electricity supply and other necessary incidental requirements like electricity,

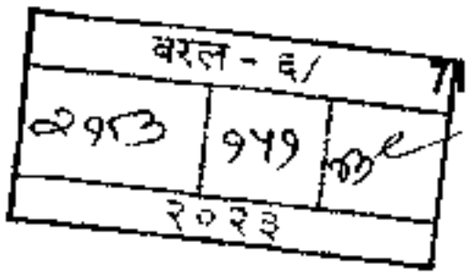
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Ashish K. Mehta
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Mohan

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THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 4 MUMBAI SUBURBAN DIST.

11A	12A	13A B.P. Thar	14A	15A B. P. Thar
16B	17B	18B S.V. Kothari	19B	20B
21A U H Shah	22A Y.H. Shah.	23A N. J. Shah B. N. Shah.	24A Y H Shah.	25A
26B J.R.	27B D.B.G.	28B Bhavvi S. Shah	29B A.B. Vora	30B J.B. Shah
31A Kalpana K Shah	32A Atul U Shah	33A	34A N. M. Vora	35A M.M. Bhatt.
36B	37B	38B Ashish K Mehta	39B Ashish K Mehta	40B
41A Bhavna S Shah	42A	43A A. D. Mavalre J D Mavalre	44A Bhavna S. Shah	45A U. J. Shah
46B	47B Preeti	48B K.M. Kothari Mohul. A Kothari	49B	50B
51A C.J. Vora	52A	53A C R Shah J R Shah	54A	55A V Shah
61A	62A	63A B P S	64A S R Mehta	65A Shah P.D.
71A	72A	73A	74A S.P. Shah	75A



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Mahanagar Gas, Water, Drainage/ sewerage and Telephone and Internet connections.

c. Having regards to such powers and authorities shall however be exercised by the directors of the Developer's Company at and for their nominee/s in respect of the said Property for its redevelopment, authorizing them to all lawful acts deed things matters pertaining to the redevelopment of the said Property for its redevelopment, authorizing them to do all lawful thing in the said Property and for the said purpose to approach relevant authorities including Municipal Corporation of Greater Bombay and Adani Power energy Ltd/ TATA Power and such authorities appointed under relevant law pertaining to the said Property (in the name of Society). The said power of attorney shall come to an end immediately upon completion of the project , or earlier determination hereof, since the same shall be co-terminus with this Development Agreement.

58. **UNSOLD PREMISES: -**

The Developer shall be entitled to retain the additional Premises, which they are not able to dispose off in their own name until such time they find a purchaser. However, till 12 months the Developer will not pay any outgoing charges to the Society (other than property taxes / municipal assessment) in respect of the said unsold Premises until such time the Premises are sold.

59. **EXISTING CONNECTIONS: -**

All the existing electric meters of the Members shall be installed in the new building to be constructed and the Members shall not be liable to pay any amount or charges, expenses for the same. It is understood and agreed that in the event the existing meters are to be changed for Members, the cost, charges & expenses

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11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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including the additional deposits (if any) thereof shall be borne and paid by the Developer alone.

60. **RESPONSIBLE FOR ANY DAMAGES: -**

a. The Developer shall construct and/or develop the said Property with quality material and as per the I.S Code of practice.

b. The Developer shall be responsible, for any defect or damages caused to the proposed building and/or Premises including water leakages except natural calamities within 5 years.

c. However, the Developer shall not be responsible for any damages caused to the Premises allotted to the existing Members or premises purchasers if such damages are due to the structural change/alternations made by the Members of the Society or any of the premises purchasers. The Society will however carry out routine maintenance, which will be the Society's responsibility

61. **FORCE MAJEURE EVENTS: -**

The parties shall not be responsible for any delay, default, commission or omission on their part if the same occurs due to acts of God or events beyond the reasonable control of the affected Party which could not reasonably have been expected to occur, analogous to storm, cyclone, hurricane, flood, landslide, lightning, earthquakes, volcanic eruption or fire, exceptionally adverse weather conditions, Radioactive contamination, Ionizing radiation, Pandemic', Epidemic, famine, An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast/explosion, politically motivated sabotage or civil commotion, any change in government policy by way of proposed notifications, directions and/or circulars passed by the State Government and/or

Mehul A Kothari
Ashish Kumar Mehta

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2023		

11A	12A	13A	14A	15A
		B.P. Thar		B.P. Thar
16B	17B	18B	19B	20B
		S.V. Jethani		
21A	22A	23A	24A	25A
U.H.Shah	Y.H.Shah.	N.J.Shah B.N.Shah	Y.H.Shah.	
26B	27B	28B	29B	30B
		Bhakti S.Shah	A.B.Vora	J.B.Shah
31A	32A	33A	34A	35A
Kalpana U Shah			N.H.Vora	M.M.Bhatt
36B	37B	38B	39B	40B
U.A.Shah		Jayeti A. Mehta	Ashish Kumar	
41A	42A	43A	44A	45A
Bhavna S.Shah		A.D.Masalia J.D.Masalia	Bhavna S.Shah	U.J.Shah
46B	47B	48B	49B	50B ||				
51A	52A	53A	54A	55A
C.J.Vora		C.R.Shah Y.R.Shah		D.Shah
61A	62A	63A	64A	65A
	A.N.Jain	Bela P.Shah	S.R.Mehta	Shah F.D.
71A	72A	73A	74A	75A
			S.P.Shah	

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Central Government and/or any M.C.G.M or any other concerned authorities materially affecting the execution of the present project, any kind of non-availability of construction material such as steel, sand, bricks and or any other material relevant for construction and non-availability of labor and/or workers to do construction work on the site. However, in order to invoke the force majeure clause, the Developer shall be required to give a notice to that effect within 15 (fifteen) days of occurrence of such force majeure event.

62. **CORRESPONDENCE EXCHANGED TO VARIOUS AUTHORITY:-**

The Developer shall also disclose and provide copies to the Society of all the correspondence made by them in respect of the development with various authorities or any other parties.

63. **NOT TO CREATE ANY THIRD-PARTY RIGHT BY MEMBERS: -**

a. During the subsistence of this Development Agreement, no Member will transfer his/her shares or his/her rights in the Society unless and until the transferee/s thereof give/s an undertaking in writing that he/she shall abide and comply with all the obligations of the transfer or under this Development Agreement without any demur. This Development Agreement shall be binding on the new purchaser/transferee to all intents and purposes and such purchaser alone shall be entitled to such new premises and the concerned Member's share of the consideration or the balance thereof. The Member who sells/ transfers his premises shall cease to have any rights to the new premises or to the proportionate share of the consideration or under this Development Agreement

b. It is further clarified that in the event if the member is selling the flat and the exemption availed by the member for payment of stamp duty paid on

11A	12A	13A B.P.	14A	15A B.P. Thar
16B	17B	18B S.V Kothari	19B	20B
21A Unshah	22A Y.H.Shah.	23A N.J.Shah B.N.Shah.	24A Y.H.Shah.	25A
26B	27B	28B Bhakti S.Shah	29B A.B.Vora	30B
31A Kalpana K Shah	32A	33A	34A N.M.Vora	35A M.M.Bhatt
36B	37B 21/22 Appointment	38B Ashish K.Mehta Trupti A. Mehta	39B Ashish K.Mehta Ashish K.Mehta	40B
41A Bhavna S Shah	42A	43A A.D. Masalia J.D. Masalia	44A Bhavna S Shah	45A U.J.Shah
46B Attention Lien Ltr	47B Preeti	48B K.M.Mehta Mehul A Khetani	49B	50B Yogi Bhai
51A C.J. Vora	52A	53A C R Shah J R Shah	54A	55A Shah
61A Advocate Kothari	62A A. R. Lien	63A B P S	64A S R Mehta	65A Shah P.O
71A Lien Ltr. Received Remain to obtain RnB	72A	73A	74A S.P.Shah	75A Navin P. Sanghvi

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२०२३		

Permanent Alternate Accommodation Agreement and if any excess duty is payable under such circumstances, it is the duty of such member to pay the stamp duty.

64. **EXECUTION OF TRIPARTITE AGREEMENT:-**

a. It is agreed by and between the parties that Permanent Alternate Accommodation Agreement between the Society, it's member and the Developer herein shall be executed at the earliest from the date of execution of this Development Agreement and obtaining IOD.

b. The Developer shall execute Agreement for Permanent Alternate Accommodation after obtaining IOD and get it registered with the concern Sub- Registrar of Assurance and bear all applicable stamp duty, registration charges and all out of pocket expenses for this work provided the member is party to this development agreement.

65. **HANDING OVER POSSESSION / ALLOTMENT OF PREMISES TO MEMBERS:-**

a. The Developer shall complete the construction within 36 months from the date of Plinth Commencement Certificate with Grace period of 6 Months, and shall offer for the handover their respective Premises/s and on obtaining Occupation Certificate.

b. The allotment of flats to the existing members in new building/s shall commence from 1st (first) habitable floor onwards. The Society understands that the proposed building will have three to four floors or as such required as podium parking and thereafter the habitable floors shall commence;

Mehul A Kothari Ashish K. Mehta Executive Lokesh	बरल - ६/ 2913 | 945 | ६/ 2023			
11A	12A	13A B. P. Thaker	14A	15A B. P. Thaker
16B Raj. P. Shah	17B	18B S. V. Jethani	19B	20B Mehul S
21A U H Shah	22A Y H Shah.	23A N. J. Shah B. N. Shah.	24A Y H Shah.	25A
26B J R Doshi	27B DBG	28B Bhakti S. Shah	29B A. B. Vora	30B J. B. Shah
31A Kalpana K Shah	32A Atul V Shah	33A	34A N. M. Vora	35A M. M. Bhatt
36B U. A. Shah	37B 21821	38B Tarpti A. Mehta	39B Ashish K. Mehta Ashish K. Mehta	40B
41A Bhavna S Shah	42A	43A A. D. Mayekar J. D. Mayekar	44A Bhavna S Shah	45A U. J. Shah
46B 27-2-2015	47B Preeti	48B K. M. Kothari Mehul A Kothari	49B Vijay Chheda	50B
51A C. J. Vora	52A	53A C R Shah Y A Shah	54A	55A
61A Hasmukh Kothari	62A A. N. Vora	63A BPS	64A S R Mehta	65A Shah P. D.
71A Rohan Jitendra Mistry Rishabh Jitendra Mistry Minor R.H.B	72A	73A	74A S. P. Shah	75A Maria P. Sanghavi Dhananjay Rishi

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66. **LIBERTY FOR MODIFICATION: -**

a) Agreed that notwithstanding anything stated or provided herein, the parties hereto shall have full power and discretion to modify, alter or vary the terms and condition of this Development Agreement in any manner whatsoever as the parties herein may deem fit, by mutual Agreement and such changes / amendments/modifications shall be binding on the parties only in the event of the same being recorded and/or reduce to writings and the same being signed by both the parties herein and there upon the said writing shall become appendage and part of this Development Agreement.

b) The plan/s or layout proposed to be submitted to M.C.G.M. in respect of new building/s to be constructed on the said property shall have to be approved by the Society in writing prior to submission thereof. The plans shall be submitted by you for getting the concessions and approval from M.C.G.M. The approvals and the plans sanctioned by M.C.G.M shall be binding on all the parties. In the event of any proposed modification/amendment in the plan/s or changes in layout after submission to M.C.G.M., such modification/amendment shall also require prior approval from the Society in writing unless such modification/amendment is mandated by M.C.G.M. In order to meet requirement of any prevailing laws/regulations/ modifications. The Developer shall be free to modify the plans in respect of the Developer's allotted area provided the same would not impact area, dimension or location of the flat/s agreed to be allotted to the existing member/s in new building/s to be constructed on the said property. The Developer are at liberty to modify the plans in respect of sale component for which no written approval or consent is required from Society provided the same does not adversely affect floor, location, dimension of Room, Internal Layout of the Flat, and area of the flats to be allotted to the existing members of the Society.



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Mehul A Kothari
Ashish Kantilal Mehta
IESubhash Lalchand Shah

K P Shah

11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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67. **TRANSFERABLE DEVELOPMENT RIGHT:**

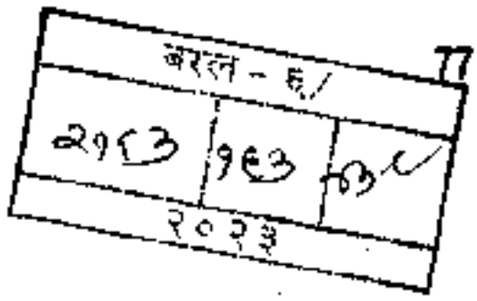
It is agreed and confirmed that entire net plot FSI whether base F.S.I or compensatory fungible FSI or FSI available on payment of premium to M.C.G.M. or incentive F.S.I. or protected F.S.I. or F.S.I. in lieu of setback area or T.D.R to be purchased by Developer from open market in the name of the Society, and any further future FSI as per the DCPR 2034 and any amendments, enactment and modifications made therein from time to time, shall belong to the Developer and the Developer shall be entitled to utilize and consume the same.

68. **DEPOSIT ALL PREMIUMS:**

Prior to issuing notice to vacate to the members of the Society, Developer shall deposit/pay required premiums, charges, costs and expenses to M.C.G.M. required for obtaining plinth commencement certificate (C.C.) After plinth Commencement Certificate Developer shall apply for the Commencement Certificate up to the 10th habitable floors in the new building in which the flats have been allotted to the existing members of the Society. After receiving the Commencement Certificate for Members area up to the 10th habitable floors Developer shall apply for the balance floors. The Developer shall load the FSI up to the 10th habitable floors by obtaining IOD and get the plans sanctioned under IOD issued by M.C.G.M in respect of proposed new building prior to issue of notice to existing individual members asking them to vacate and handover the premises for demolition and reconstruction. The Developer agree, confirm and record that till such time the F.S.I upto 10th habitable floor is not loaded on the plans to be sanctioned by M.C.G.M. in respect of proposed new building, the Member shall not be required to vacate their existing premises under any circumstances whatsoever and upon completion of 8th Habitable floor or expiry of 15 months from IOD the Developer shall pay full premium and obtain full potential of plots.



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11A	12A	13A B.P Thaer	14A	15A B.P Thaer
16B R.S.Rk	17B	18B S.V. Kothari	19B	20B
21A U H Shah	22A Y.H.Shah.	23A N.J.Shah B.N.Shah.	24A Y.H.Shah.	25A
26B	27B	28B Bhavna S. Shah	29B A.B. Vora	30B J B Shah
31A	32A	33A	34A N.M.VORA C.N.VORA	35A M.M. Bhatt
36B	37B Follow 2921	38B Ashish K.Mehta Jayesh A. Mehta	39B Ashish K.Mehta Ashish K.Mehta	40B
41A Bhavna S. Shah	42A	43A A.D. Mavalia J.D. Mavalia	44A Bhavna S. Shah	45A U.J. Shah
46B	47B Preeti	48B M.M. Kothari Mehul A. Kothari	49B	50B
51A C.J. Vora	52A	53A C.R. Shah J.R. Shah	54A	55A D Shah
61A	62A A.R. Lin	63A B.P.S	64A S.R Mehta	65A Shah P.O.
71A	72A	73A	74A S.P. Shah	75A



69. **DEED OF CONFIRMATION:**

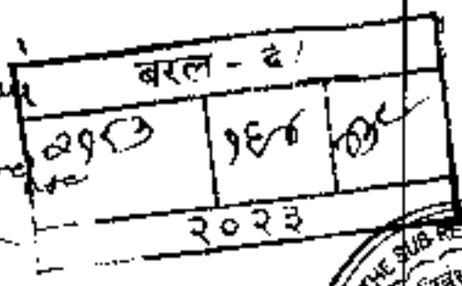
The Parties herein have agreed that all those Members who have principally agreed on the terms of the Development Agreement but due to their personal reasons and difficulties they are unable to be signatory to the present Development Agreement but are agreeing upon the terms of this presents and are ready and willing to execute a deed of Confirmation confirming the transaction of Development Agreement under such circumstances the Society and the Developer shall endeavor to consider that the Member/s is/ are co-operative Member/s and shall get benefit of Stamp Duty under Permanent Alternate Accommodation Agreement. It is further clarified that in the event if such exemption on stamp duty is not granted then that member shall be liable to pay the stamp duty.

70. **ENTIRE AGREEMENT – AMENDMENTS: -**

This Agreements supersedes all documents and writings (if any) executed / exchanged between the parties hereto in respect of the subject matter hereof. No addition / alteration or amendments to any of the terms, condition and provision mentioned herein, shall be valid, operative, effective, binding upon or enforceable against any of the parties hereto unless the same are recorded in writing and signed by the parties hereto.

71. **FURTHER ASSURANCES: -**

Each of the parties hereto shall co-operate with the others and execute and deliver such instruments and such document and take such other action as may be reasonably requested from time to time in order to carry out, give effect to and confirm the rights under this Development Agreement



11A	12A	13A	14A	15A
16B	17B	18B	19B	20B
21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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72. **NON-CO-OPERATION BY MEMBERS:**

It is understood that the Society shall secure consent of requisite majority of its members as per G.R. dated 4th June 2019, however the primary responsibility of having the members vacating their existing premises shall be that of the Developer. In case of any dissenting member who refuses to vacate the premises, the Developer shall initiate appropriate legal action for having the same vacated at their own cost and expense and the Society shall render necessary co-operation and assistance in respect thereof. The time stipulated for the completion of the project will be suitably extended in the event of hindrance created by any dissenting member provided the Developer have diligently pursued legal proceedings against such dissenting member. It is further understood that the Developer will be entitled to first issue notice to vacate those members who have not granted their consent for present re-development project or have refused to become party to the Development Agreement and have their respective flats vacated by pursuing appropriate legal proceedings and thereafter, issue notice to vacate to remaining members. The Developer shall be entitled to recover all direct and indirect expenses along with damages if any relating to legal proceedings initiated against a dissenting or a non-co-operating member from such member and the Society shall render appropriate co-operation and assistance for such recovery of costs and expenses incurred by the Developer. The Developer are free to adjust the same from hardship compensation or displacement compensation payable to such dissenting or non-co-operating member as well as withhold possession of new flat allotted to the dissenting or non-co-operating member till such payment.

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THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6

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26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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73. **NON CO-OPERATION BY SOCIETY: -**

The Society hereby agree to co-operate with the Developer and shall also provide all the necessary consent and resolution which the Developer may require from time to time for the purpose of development as per the instructions of its Architect and/or any Competent Authority the Society shall grant such resolution within reasonable period of 15 days. This will be considered as obligation statutorily and due to which if there is any delay which may be caused, same shall solely be attributed to the Society.

74. **CONFIDENTIALITY: -**

The Parties here to undertake to hold confidence and not to disclose to third parties (Except to their professional advisor) without the prior written consent of the other, as the case may be, the terms and conditions of the Transactions contemplated hereby.

75. **NOTICES: -**

Any notice or other communication of like nature that may be given by one party to other shall always be in writing and shall be served by hand delivery duly acknowledge or to be sent by Registered post with acknowledgement due and by no other mode at the respective addresses set out herein below or at such other address as may be subsequently intimated by one party to the other in writing as set out herein. Any such communication shall be deemed to have been served when sent by registered post when actually received by the addressee There shall be deemed acceptance of communication in case of refusal/evasion of service of the communication.

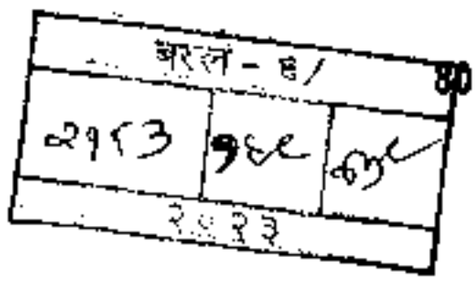
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Mehul A Kothari
Ashish K Mehta

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				B. P. Thar
16B	17B	18B	19B	20B
		S. V. Kothari		
21A	22A	23A	24A	25A
	Y. H. Shah.	N. J. Shah B. N. Shah.	Y. H. Shah.	
26B	27B	28B	29B	30B
J. R. Doshi		Bharat S. Shah	A. B. Vora	J. B. Shah
31A	32A	33A	34A	35A
Kalpana K Shah	Amit V Parekh		N. M. Vora C. N. Vora	
36B	37B	38B	39B	40B
		Jayanti A. Mehta		
41A	42A	43A	44A	45A
Bharat S Shah		A. D. Mehta J. D. Mehta	Bharat S Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	Mehul A Kothari		
51A	52A	53A	54A	55A
C. J. Vora				
61A	62A	63A	64A	65A
Anirudh Kothari		B P S	S R Mehta	Shah P D.
71A	72A	73A	74A	75A
			S. P. Shah	

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6



DEVELOPER : **CHANDRAKOSHA KONSTRUCTIONS PVT. LTD.,**

ADDRESS : Flat No-702, Om Asha Niketan Chs Ltd Jitendra Cross Road, Malad East Mumbai-400097

E-MAIL : *admin@ckpl.in*

SOCIETY : **G. K. NAGAR NO. 2 CO-OPERATIVE HOUSING SOCIETY LTD.**

ADDRESS : Shankar Lane, Kandivali West, Mumbai – 400 067

E-MAIL : **gknagarno2@gmail.com**



76. BINDING NATURE OF THE AGREEMENT: -

The obligations under this Deed will be binding upon and its benefits will ensure to the benefit to the parties.

77. SEVERABILITY: -

In the event of any part of this Development Agreement being struck down by any court and/or being rendered as not enforceable in Law, then in that event such part of this Deed shall be treated as if not forming part of this Development Agreement while remaining Deed shall to be continued to be in force.

78. INDEMNITY: -

The Developer shall throughout hereafter always indemnify, save harmless and keep indemnified and harmless the Society and its Members and their heirs respective estates and effects of, from and against actions, suits, costs, charges, expenses, damages, fines, penalties, etc. resulting on account of any act of commission or omission or any breach on the part of the Developer or any person claiming under them to be performed in developing the said Property.

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26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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79. **LITIGATION:**

The Society shall at their cost defend any proceedings that may be initiated by any person claiming any rights which may adversely affect the right, title and interest of the Society or the marketability of its title to the said Property, insofar as it relates to the premises to be disposed of by the Developer, and also insofar as it affects development of the said Property by the Developer.

80. **ARBITRATION: -**

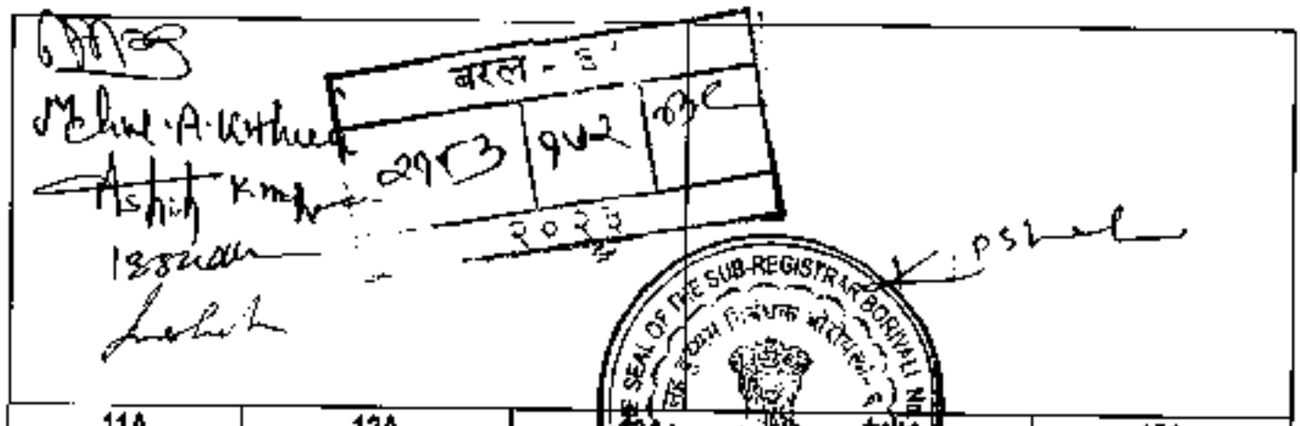
If any disputes or differences arise between the parties hereto arising out of this Development Agreement, or as to the rights, obligations, liabilities and duties of the parties hereto or as to the interpretation of this Development Agreement, then the same shall be referred to a Sole Arbitrator. The arbitration shall be conducted at Mumbai, as both the parties are having their offices/ premises in Mumbai and the same shall be governed in accordance with provisions of Arbitration and Conciliation Act, 1996. Place, seat, bench and venue of the Arbitration shall be at Mumbai only. The Language of the Arbitration shall be in English.

81. **JURISDICTION: -**

Subject to the provisions of the arbitration clause herein above it is expressly agreed by and between the parties hereto that any suit, application and/or any other legal proceeding with regard to any matter, claims, differences and for disputes arising out of this agreement shall be filed and for referred to the courts at Mumbai for the purpose of jurisdiction.

82. **GST:**

The parties herein agree that Developer is the service provider. Further, the parties herein agree that Developer shall be liable to bear and pay any GST amount in



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26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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respect of the constructed area of Members to be provided free of cost and it shall be the sole liability of the Developer for making payments of such GST amount due on the constructed area which they are getting by virtue of Permanent Alternate Accommodation free of cost. Further, the parties herein agree that GST amount in respect of additional area purchased by the Members shall be paid by the Members to the Developer. It is also clarified that the GST if any applicable in respect of saleable flats coming to the share of the Developer and the construction works shall be borne and paid by the Developer.

83. **STAMP DUTY, REGISTRATION AND OTHER CHARGES**

a. All stamp duty and registration charges payable for the sale of newly constructed premises that is the Premises Purchasers from the Developer shall be borne and paid by the purchasers of the Premises concerned and the Society shall not be liable to them in any manner.

b. All Stamp Duty, Registration Charges and all incidental expenses, on this Development Agreement shall be borne and paid by the Developer alone.

c. That the applicable taxes Stamp Duty and Registration Charges for the additional area if any which may be agreed to be sold by the Developer to the Members concerned shall be borne and paid by the Members alone.

d. All stamp duty and registration charges payable for Individual permanent Alternate Accommodation Agreement of the Members herein shall be borne and paid by the Developer if they are party to this DA.

e It is however clarified that the stamp duty and registration fees in respect of the individual Member/s who refuse to be a party to the Development Agreement, shall be entirely borne by such Member/s.

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21A	22A	23A	24A	25A
26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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84. **INCOME TAX LIABILITY:**

It is agreed that the Society and respective Members shall discharge the Income tax / and such other government liabilities or any which is individually payable by them of any nature arising out of this contract or out of this redevelopment project by themselves and the Developer shall not be liable for the same.

85. **ALTERNATE ARRANGEMENT: -**

The Society Members shall make/ find their own alternate arrangement for their own residence (temporary alternate accommodation) till possession of the Premises in the new constructed building is allotted by the Developer.

86. **RETURNABLE DEPOSITS:**

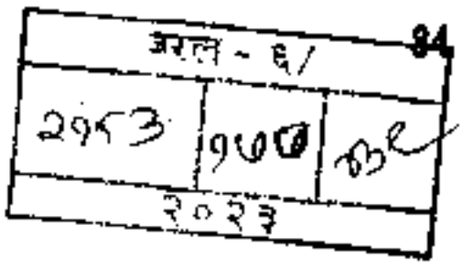
Any refundable deposit which the Developer shall have to pay to the MCGM/ AUTHORITY/ MCGM or any other authorities in relation to the construction of the new building either in the name of the Developer or in the name of the Society, the Developer alone shall be entitled to get the refund of such deposits directly from the concerned authorities and the Society shall sign necessary writing application etc. as may be required for the same. In the event, any of such deposits refunded directly to the said Society by the authorities the Society shall reimburse the same to the Developer.

87. **MISCELLANEOUS: -**

a. It is agreed and recorded by and between the parties hereto that this Development Agreement shall not be construed as partnership and / or joint venture by and between the parties hereto, but are the relations between the parties hereto are on principal-to-principal basis.

11A	12A	13A	14A	15A B.P Thar
16B	17B	18B S.V.Jethani	19B	20B
21A U.H.Shah	22A Y.N.Shah.	23A N.J.Shah B.N.Shah.	24A Y.N.Shah.	25A
26B	27B	28B Bhakti S. Shah	29B A.B.Vora	30B J.B. Shah
31A	32A	33A	34A N.M.Vora	35A M.M.Bhatt
36B P.P.Shah	37B	38B Bakti A. Mehta	39B	40B
41A Bhavna S. Shah	42A	43A A.D.Majalia J.D.Majalia	44A Bhavna S. Shah	45A U.J.Shah
46B	47B Preeti	48B K.M.Kothari Mehul A. Mehta	49B Vijay V. Shah.	50B
51A C.J.Vora	52A	53A C.R.Shah Y.R.Shah	54A	55A V.Shah.
61A	62A A.R.	63A B.P.S	64A S.R.Mehta	65A Shah P.D
71A	72A	73A	74A S.P.Shah	75A

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b. The parties hereby admit that this Agreement has been fully explained to them and they have understood the meaning of all the clauses of this agreement and they have signed this agreement with full understanding of the obligations therein.

c. Any relaxation or indulgence granted or shown to the Developer shall not, in any way, prejudice the rights of the Society and/or its members or persons legally claiming through them, and shall not, in any way, add to or affect any part of this Agreement.





88. **TERMINATION**:

The parties herein agree that the Society will be entitled to terminate this Agreement if the Developer fails to obtain IOD and/or complete construction up to 6th habitable floor within a stipulated time period and it is further clarified that in the event if the Developer has obtained Commencement Certificate and completed RCC framework till 6th habitable floors then the parties have agreed that they shall not terminate the Agreement. If the Developer commits a breach of terms of this Agreement in any of the following manner:

(i) Fails to honour its financial commitments due to Society and/or its members in the manner stated herein, or

(ii) Fails to secure the I.O.D. and/other clearances/no objections set out hereinabove, or adhere to the time frame prescribed in this Agreement, subject to force majeure event; or

(iii) Fails to commence actual construction works within 16 (Sixteen) Week of obtaining C.C./endorsements thereon to the extent of works specified therein;

(iv) assigns/transfers benefits of this Agreement/ amalgamation/ subdivides/changes the scheme of redevelopment/effects change in the

11A	12A	13A	14A	15A
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26B	27B	28B	29B	30B
31A	32A	33A	34A	35A
36B	37B	38B	39B	40B
41A	42A	43A	44A	45A
46B	47B	48B	49B	50B
51A	52A	53A	54A	55A
61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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shareholding pattern as mentioned above without prior written consent of the Society;

(v) is adjudged insolvent or is wound up N.C.L.T.;

(vi) suspends work at site for a continuous period of 24 (twenty four) weeks other than by reason of force majaure as provided above;

Then upon occurrence of any of the unforeseen events

a. **Show Cause Notice:**

the Society shall issue a show cause notice intimating the Developer about the breaches committed by them as per the knowledge of the Society and call upon the Developer to provide reply to the same .

b. **Clarification by Developer :**

Upon receipt of such Show Cause Notice the Developer shall reply to the same within 30 (thirty) days of receipt thereof. .

c. **Society's letter for Recourse**

Upon receipt of such letter from Developer or in case if no response is provided by the Developer Society shall issue a final notice for rectifying the defect within 90 (ninety) days and the Developer shall be entitled to rectify and cure the defect during this period. If Developer fails to rectify the defect then Society by issuing a suitable notice enforce their termination or step-in right depending upon the stage of project completion.

89. FIRST CHARGE & LIEN:

The Developer declares, confirms and records that, Developer shall obtain sanction of plans & the IOD from MCGM within the 3 months from the consent granted by more than 51% of the members till 10th habitable floor comprising of 60 (sixty) self-contained flats and the IOD in respect of the balance 6 (six) habitable


Mehul. A. Kothari
Ashish Kanakia
B. P. Thar
S. V. Jotwani
N. J. Shah
B. N. Shah.
A. B. Vora
Bhakti S. Shah
Kalpana K Shah
M. M. Bhatt
Ashish Kanakia
Bhavna S. Shah
A. D. Mistry
U. J. Shah
Preeti
Mehul A. Kothari
Vijay V. Shah
C. J. Vora
S. R. Mehta
Ghosh P.D
S. P. Shah
SEAL OF THE SUB-REGISTRAR BORIVALI NO. 8
COLLECTOR

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floors shall be obtained within 15 months from the date of receipt of IOD or completion of 8th habitable slab, whichever is earlier (time being of essence). The parties further agree that upon completion of 8th habitable floor or before expiry of 15 months from the date of receipt of IOD the Developer has to load the entire FSI by paying required premium. The Developer agrees and confirms that the Society shall have a first charge and lien on 5 (five) self contained flats to be earmarked on the plans sanctioned by MCGM before demolition of existing building. The Developer has created such nature of lien by virtue of this presents and upon the full potential FSI being loaded on the plans and the IOD for the same is obtained then the lien and charge on the flats are required to be released and same shall be released by registration of Deed of Cancellation for release of charge on the security flats for this the Society shall execute a Deed of Cancellation Besides this, the Developer shall furnish an irrevocable on demand bank guarantee of Rs. 1,11,00,000/- (Rupees One Crore Eleven Lakhs Only) of a nationalized bank, to the Society before demolition of existing building. The Society confirms and records that, the aforesaid first charge and lien along with the Bank Guarantee shall stand released on the Developer obtaining the sanction of Plans and IOD from MCGM in respect of the balance 6 (six) habitable floors.

90. **STEP-IN RIGHTS:**

i. Both parties agree, confirm and record that the member's allotted area shall be comprised in 10 habitable floors in respect of which the Agreement for Permanent Alternate Accommodation shall be executed and registered prior to issuing notice to Vacate to the individual members (save and except 6 (six) individual members who are allotted flats on beyond 10th habitable floor and who shall be issued a letter of allotment in respect of 6 (six) flats within 10 habitable floors as and by way of security towards due performance of the

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31A	32A	33A	34A	35A
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41A	42A	43A	44A	45A
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61A	62A	63A	64A	65A
71A	72A	73A	74A	75A

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above obligation of the Developer, besides Registered Agreement for Permanent Alternate Accommodation in respect of the flats as per agreed original allotment as per Annexure M

ii. The Developer also agrees, confirms and records that in the event of breach of any timelines after casting of 7 (seven) number of slabs of habitable floors (after the event of termination as provided in clause 30 (a) (i)), the sale proceeds due to the Developer in respect of his sale component and /or the additional area purchased by the existing members shall stand ipso facto assigned to the Society, for utilization towards completion of balance works in respect of the Member's area including for obtaining necessary approvals from the competent authorities. On completion of the Member's area after exercise of the aforesaid step-in-rights by the Society in the manner provided above, the Developer is entitled to complete the Developer's area till 12 (twelve) months from the exercise of aforesaid step-in-rights provided the Developer reimburses/pays to the Society and its Members any shortfall in the expenses incurred by the Society for the above purposes as well as all the monetary claims of the Society and the Developer as recited in this Development Agreement.

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

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Mehul A. Kothari

Ashish K. Mehta

Ketan Mehta

P.S. Mehta

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		B. P. Thaor		B. P. Thaor
16B	17B	18B	19B	20B
		S. V. Jethwani		
21A	22A	23A	24A	25A
U. M. Shah	Y. H. Shah.	N. J. Shah B. N. Shah.	Y. H. Shah.	
26B	27B	28B	29B	30B
		Bharati S. Shah	A. B. Vora	J. B. Shah
31A	32A	33A	34A	35A
			N. M. Vora	
36B	37B	38B	39B	40B
		Tarapti A. Mehta		
41A	42A	43A	44A	45A
Bharati S. Shah		A. D. Mojalta J. D. Mojalta	Bharati S. Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	K. M. Kothari Mehul Akothari		
51A	52A	53A	54A	55A
C. J. Vora		C. R. Shah Y. R. Shah		
61A	62A	63A	64A	65A
		B. P. S.	S. R. Mehta	Shah P.D.
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			S. P. Shah	

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THE FIRST SCHEDULEABOVEREFERREDTO:

(the said Land)

ALL THAT piece or parcel of land being Plot No. B bearing, CTS No. 68/C/3 (Part) admeasuring 2,860 sq. mts. or thereabouts plus the proportionate benefit existing D P road area, set back area and incidental benefit at common R G Portion of revenue Village Valanai, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban; lying and being situated at Shankar Lane, Kandivali (West), Mumbai-400 067 and bounded as follows-

On or towards the West by : Property bearing CTS No. 68/C/3/B of Jadeja Bld

On or towards the South by: Property bearing CTS No/ 92

On or towards the North by : 18.30 Mtrs wide existing road

On or towards the East by : Partly by property bearing CTS No. 68/C/3/A of Vardhman CHS Ltd. And partly by CTS No. 68 C/2

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Mehul A Kothari

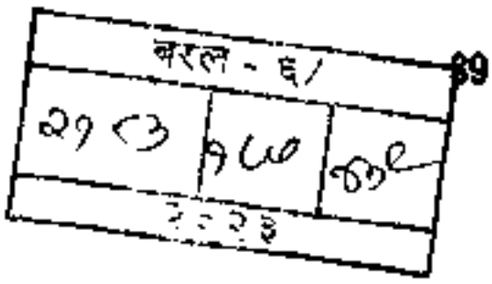
Ashish K Mehta

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		S. V. Jethmini		
21A	22A	23A	24A	25A
U. H. Shah	Y. H. Shah.	N. J. Shah B. N. Shah.	Y. H. Shah.	
26B	27B	28B	29B	30B
		Bhakti S. Shah	A. B. Vora	
31A	32A	33A	34A	35A
Kalyana K Shah			N. M. Vohra	
36B	37B	38B	39B	40B
		Jagruti A. Mehta		
41A	42A	43A	44A	45A
Bhavna S. Shah		A. D. Mosalia J. D. Mosalia	Bhavna S. Shah	U. J. Shah
46B	47B	48B	49B	50B
	Preeti	K. M. Kothari Mehul A. Kothari		
51A	52A	53A	54A	55A
C. J. Vora		C R Shah Y R Shah		
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	A. R. Cha	B P S	S R Mehta	Shah P. D.
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			S. P. Shah	



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THE SECOND SCHEDULE ABOVE REFERRED TO:

(the said Building)

ALL THAT building standing thereon known as **G. K. NAGAR NO.2 CO-OPERATIVE HOUSING SOCIETY LTD.** consisting of two wings "A wing" comprising of Stilt plus Seven upper floors and "B wing" comprising of Stilt plus Four upper floors, Further comprising of 55 Flats and standing on the said Land and situated at Shankar Lane, Kandivali West, Mumbai – 400 067, standing on the said Land which is more particularly described in First Schedule hereinabove.

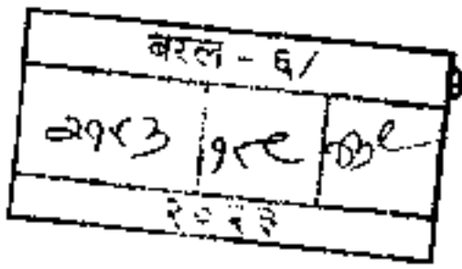


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16B	17B	18B S. V. Patwari	19B	20B
21A	22A Y. H. Shah.	23A N. J. Shah B. N. Shah.	24A Y. H. Shah.	25A
26B	27B	28B Bhakti S. Shah	29B A. B. Vora	30B
31A	32A	33A	34A N. M. Vora	35A M. M. Bhatt
36B	37B	38B Ashish K. Mehta Lalgate. A. Mehta	39B Ashish K. Mehta Ashish K. Mehta	40B
41A Bhavna S. Shah	42A	43A A. D. Mayekar D. D. Mayekar	44A Bhavna S. Shah	45A U. J. Shah
46B	47B Preeti	48B K. M. Kothari Mehul A. Kothari	49B	50B
51A C. J. Vora	52A	53A C. R. Shah Y. R. Shah	54A	55A
61A	62A	63A B P S	64A S. R. Mehta	65A Shah P. D.
71A	72A	73A	74A S. P. Shah	75A



THE THIRD SCHEDULEABOVEREFERREDTO:

(The said Property)

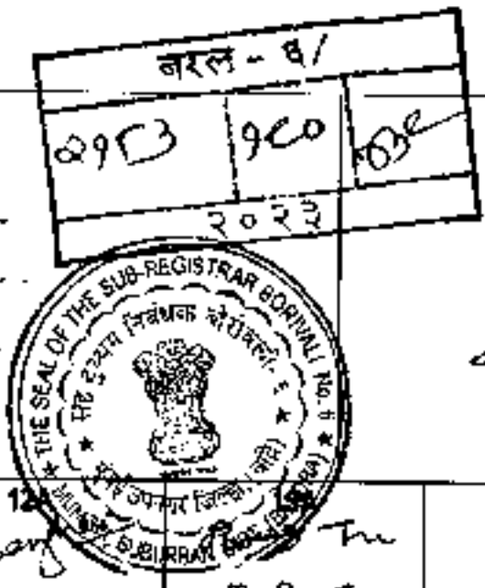
ALL THAT piece or parcel of land being Plot No. B bearing CTS No. 68/C/3 (Part) admeasuring 2,860 sq. mts. or thereabouts plus the proportionate benefit being D P road area, set back area and incidental benefit at Valamman R. C portion of Revenue Village Valanai, Taluka Borivali, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban; lying and being situated at Shankar Lane, Kandivali (West), Mumbai-400 067 **TOGETHERWITH** the building standing thereon known as **G. K. NAGAR NO.2 CO-OPERATIVE HOUSING SOCIETY LTD.** consisting of two wings "A wing" comprising of Stilt plus Seven upper floors and "B wing" comprising of Still plus Four upper floors, Further comprising of 55 Flats and standing on the said Land and situated at Shankar Lane, Kandivali West, Mumbai – 400 067, and bounded as follows that is to say–

On or towards the West by : Property bearing CTS No. 68/C/3/B of Jade C.H.S Ltd

On or towards the South by: Property bearing CTS No/ 92A

On or towards the North by : 18.30 Mtrs wide existing road

On or towards the East by : Partly by property bearing CTS No. 68/C/3/A of Vardhman CHS Ltd. And partly by CTS No. 68 C/2



Mehul A Kothari Ashish K. Mehta Ishan Lalah			K P Shah	
11A Jal Kapi	12A Jay	13A B. P. Thar	14A	15A B. P. Thar
16B R. B. 2115	17B Parimal	18B Kothari S. V. Kothari	19B	20B Jaiveer.
21A Lalal Unshah	22A Y H Shah.	23A N. J. Shah B. N. Shah.	24A Y. H. Shah.	25A
26B J. R. Doshi	27B RJB	28B Bhakti S. Shah	29B A. B. Vora	30B B. D. Sh B. Sh
31A Kalyana K Shah	32A Paul Anil Atul V Rank	33A Ramrao	34A N. M. Vora N M Vora	35A M. M. Bhatt
36B P. A. Shah	37B Keshav 21821 Anirudh	38B Ashish K mehta Surjeet A. mehta	39B Ashish K. mehta Ashish K mehta	40B Bhat Bhat (BM)
41A Bhavna S. Shah	42A Jay Shah	43A A. R. Mosalia J. R. Mosalia	44A Bhavna S. Shah	45A U. J. Sh
46B Dinesh Jain Ang 01105 - 25 - 2115	47B Jagdish Preeti	48B K. M. Kothari Mehul A Kothari	49B Vijay V. Shah.	50B Jayvir Dharmesh
51A C. J. Vora	52A	53A C R Shah J R Shah	54A	55A D Shah
61A Ravi Akotari	62A A. R. Vora	63A B P S	64A S R Mehta	65A Shah P. D.
71A Jignesh Kumar Mishra Jignesh Kumar Mishra Ajay R M B	72A	73A	74A S. P. Shah	75A Pravin P Surtani Pravin P Surtani

बरळ - ६/
२९५३ | १९९ | ५३

COMMON SEAL OF

WITHINNAMED "THE SOCIETY"

G. K. NAGAR NO.2 CO-OPERATIVE HOUSING SOCIETY LTD

has hereunto affixed pursuant to the Resolutions passed by the Special General Body Meeting held on _____.

(i) **Mr. Ashish A Shah** Hon. Chairman

Photograph Left Hand Thumb Impression



(ii) **Mr. Mehul A. Kotharl**, Hon. Secretary

Photograph Left Hand Thumb Impression



(iii) **Mr. Ashish K. Mehta**, Treasurer

Photograph Left Hand Thumb Impression



(iv) Mr. **Kirti R. Shah**, Committee Member

Photograph: Left Hand Thumb Impression:





(v) Mr. **Hiren N. Shah** Committee Member)

Photograph Left Hand Thumb Impression)





In the presence of ... .

1.

2.

बरल - ६/		
२९८३	१८३	५७/-
२०२३		

COMMON SEALED OF

by the Within named DEVELOPER

CHANDRAKOSHA KONSTRUCTIONS PVT. LTD.

was hereunto affixed pursuant to the resolution of the Board of Directors Meeting dated 31/1/23

Through its Directors

Mr. Khyat Prakaash Shah

FOR CHANDRAKOSHA KONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

Photo



Left Hand Thumb Impression



In the presence of.....

2.

SIGNED AND DELIVERED BY THE

within named "**The Member/s**".

1. Dhaval Shailesh Kapasi

Photograph



Left Hand Thumb Impression



2. Chetan Jawaharlal Sanghavi

Photograph



Left Hand Thumb Impression



3. a. Parag R. Thar

Photograph



Left Hand Thumb Impression



b. Bhavna P Thar

Photograph



Left Hand Thumb Impression



4. **Ashish** A. Shah

Photograph



Left Hand Thumb Impression



5. a. Bhavna P. Thar

Photograph



Left Hand Thumb Impression



b. Parag R. Thar

Photograph



Left Hand Thumb Impression



6. a. **Kalpesh J. Shah**

Photograph



Left Hand Thumb Impression



b. Vimlaben J Shah

Photograph

Left Hand Thumb Impression





7. Jaibala Rajendra Shah

Photograph

Left Hand Thumb Impression





8. a. Vijaykumar T. Kothari

Photograph

Left Hand Thumb Impression





b. Shilpa V Kothari

Photograph

Left Hand Thumb Impression





9. Anamika Vipul Kothari

Photograph | Left Hand Thumb Impression





10. a. Shailesh P. Kapasi

Photograph | Left Hand Thumb Impression





b. Heeta S. Kapasi

Photograph | Left Hand Thumb Impression

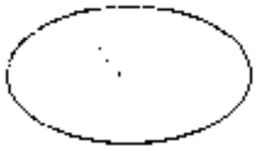




11. a. Hiren N. Shah

Photograph | Left Hand Thumb Impression





बरण - ६/		
२१३	१६८	९४

b. Jmi H Shah

Photograph



Left Hand Thumb Impression

c. Vidisha H. Shah

Photograph



Left Hand Thumb Impression

12. a Hiten Bipin Shah

Photograph



Left Hand Thumb Impression

b. Yogita Hiten Shah

Photograph



Left Hand Thumb Impression

13. a. Nimesh J. Shah

Photograph



Left Hand Thumb Impression



Nimesh J. Shah

b. Bijal N Shah

Photograph



Left Hand Thumb Impression



B.N.Shah.

14. a. Hiten Bipin Shah

Photograph



Left Hand Thumb Impression



b. Yogita Hiten Shah

Photograph



Left Hand Thumb Impression



15. Chirag Mahendra Shah

Photograph



Left Hand Thumb Impression



16. Tejas Rajendra Doshi

Photograph



Left Hand Thumb Impression



17. a. Dipesh L Shah

Photograph



Left Hand Thumb Impression



b. Dipal B Gandhi

Photograph



Left Hand Thumb Impression



c. Sweety Shah

Photograph



Left Hand Thumb impression



18. a. Shailesh Chinubhai Shah

Photograph



Left Hand Thumb Impression



b. Bharti S. Shah

Photograph



Left Hand Thumb Impression



19. Anshu Bharat Vora

Photograph



Left Hand Thumb Impression



20. a. Bipin Dalchand Shah

Photograph



Left Hand Thumb Impression





b. Ila B Shah

Photograph



Left Hand Thumb Impression



21. a. Kirti R. Shah

Photograph



Left Hand Thumb Impression



b. Kalpana K Shah

Photograph



Left Hand Thumb Impression



22. a. Alka A. Parikh

Photograph



Left Hand Thumb Impression



b. Atul V Parikh

Photograph



Left Hand Thumb Impression



23. a Pratibha Fatechand Mehta

Photograph



Left Hand Thumb Impression



b Anjana Mukund Mehta

Photograph



Left Hand Thumb Impression



c. Neeta Ashok Doshi



Left Hand Thumb Impression

d. Aarti Shailesh Shah

Photograph



Left Hand Thumb Impression



e. Sejal Pankaj Shah

Photograph



Left Hand Thumb Impression





24. a. Nitin M. Vora

Photograph



Left Hand Thumb Impression



b. Chintan N. Vora

Photograph



Left Hand Thumb Impression





c. Nikita C. Vora

Photograph



Left Hand Thumb Impression



25. Mahesh M. Bhatt

Photograph



Left Hand Thumb Impression



26. Rajnikant A. Shah

Photograph



Left Hand Thumb Impression



27. a. Ashok C Kothari

Photograph



Left Hand Thumb Impression



b. Rajeshkumar C Kothari

Photograph



Left Hand Thumb Impression



28 a. Ashish K. Mehta

Photograph



Left Hand Thumb Impression



b. Trupti A. Mehta

Photograph



Left Hand Thumb Impression



29. a. Anastiya K Mehta

Photograph



Left Hand Thumb Impression



b. Ashish K. Mehta

Photograph

Left Hand Thumb Impression



30. a. Beena Sudhir Vora



Left Hand Thumb Impression





b. Sudhir Narsidas Vora

Left Hand Thumb Impression





31. a Bhavna S Shah

Photograph

Left Hand Thumb Impression







b. Sandeep D Shah

Photograph

Left Hand Thumb Impression





32. Mr. Dimple Nimesh Shah

Photograph



Left Hand Thumb Impression



33. a Ashish D. Masalia

Photograph



Left Hand Thumb Impression



b. Jaya D. Masalia

Photograph



Left Hand Thumb Impression



34. a. Sandeep D Shah

Photograph



b. Bhavna S. Shah

Left Hand Thumb Impression



Photograph



Left Hand Thumb Impression



35. Urvi J. Shah

Photograph



Left Hand Thumb Impression



36. a. Sadhanaben N. Shah

Left Hand Thumb Impression





b. Narendra A. Shah



Left Hand Thumb Impression



37. a. Jaydeep N. Vora

Photograph



Left Hand Thumb Impression

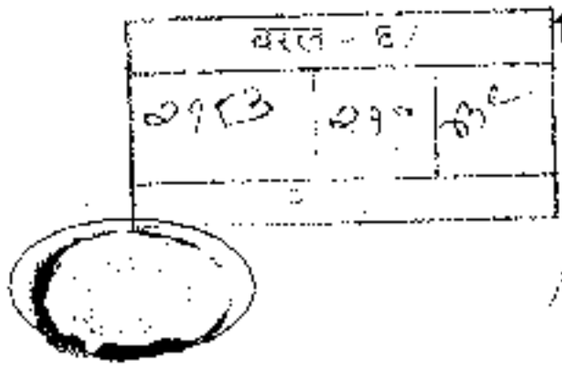


b. Preeti J. Vora

Photograph

Left Hand Thumb Impression





38. a. Khushbu M. Kothari

Photograph

Left Hand Thumb Impression





b. Mehul A. Kothari

Photograph

Left Hand Thumb Impression







39. Ajit V. Shah

Photograph

Left Hand Thumb Impression





40. a. Pushpa D. Doshi

Photograph

Left Hand Thumb Impression





b. Dharmendra T Doshi



Left Hand Thumb Impression



41. Chirag Jitendra Vasa



Left Hand Thumb Impression



42. Shashikant T. Maniyar

Photograph



Left Hand Thumb Impression



43. a. Chandresh R. Shah



Left Hand Thumb Impression



b. Yogesh R Shah

Photograph

Left Hand Thumb Impression



14. a. Brpin M Shah



Left Hand Thumb Impression



b) Haren Shah

Photograph



Left Hand Thumb Impression



15. a. Chetan H. Shah

Photograph



Left Hand Thumb Impression



b Krunal H Shah

Photograph



Left Hand Thumb Impression



46. Anila Ashok Kothari



Left Hand Thumb Impression



47. Ashok R Kothari



Left Hand Thumb Impression



48. a. Bela P. Shah



Left Hand Thumb Impression



b. Khyat P. Shah



Left Hand Thumb Impression



49. Sandhya R. Mehta

Photograph



Left Hand Thumb Impression



50. Pravina Dinesh Shah

Photograph



Left Hand Thumb Impression



51. a Kalpanaben H. Bhandari



Left Hand Thumb Impression



b Himmatlal J. Bhandari

Photograph



Left Hand Thumb Impression



c Nirav H. Bhandari

Photograph



Left Hand Thumb Impression



d. Ritesh H. Bhandari

Photograph



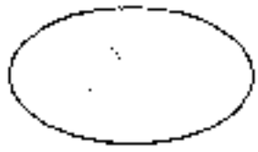
Left Hand Thumb Impression

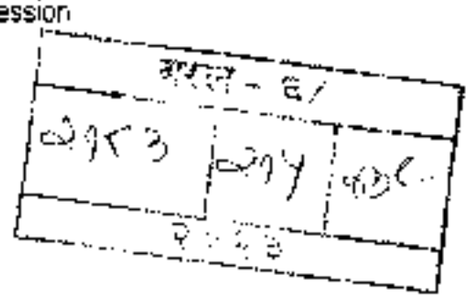


Photograph

Left Hand Thumb Impression





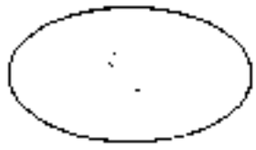


53. Labhuben G. Karelia

Photograph

Left Hand Thumb Impression







54. a. Naitul P. Shah

Photograph

Left Hand Thumb Impression





Naitul. P. Shah

b. Swati P. Shah

Photograph

Left Hand Thumb Impression





Swati. P. Shah

55. a. Navin P. Sanghavi

Photograph

Left Hand Thumb Impression





Navin P. Sanghavi

बरल - ब/
२१८३ | २१६ | ७८
२०२३

b Bharti N Sanghvi

Photograph



Left Hand Thumb Impression



1.

2.







ANNEXURE A

2913	2910	[illegible]
2525		

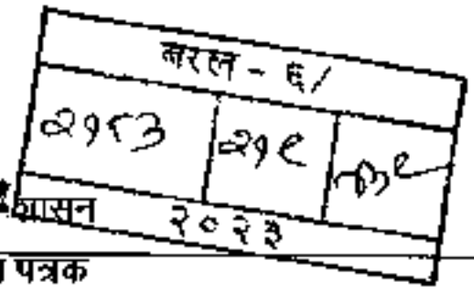


करण - ६/		
२४३	२४५	४३
२५२		





ANNEXURE B



(209)

मालमत्ता पत्रक

1884

गाव/पेठ : वळनई | तालुका/न.भू.का. : नवर भूमापन अधिकारी, बोरिवली | जिल्हा : मुंबई उपनगर

नगर भूमापन क्रमांक	सिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	महसुलात दिलेल्या आकारासह किंवा भोगवट्यासह उपरिक्षण आणि त्या बाबत केलेल्या निक्षेप बाब
६८/पै/३/अ			४८८१.६०	सी	-

चुकिलाधिकार	
हक्काचा मुळ धारक व वै:	
पट्टेदार	
दुसरे खंड	
इतर शेरे	

दिनांक	व्यवहार	खंड क्रमांक	नवीन धारक(धा) पट्टेदार(प) किंवा भार	साक्षांकन
५/१५/१९८८	सा.न.भू.अधि. क. १० याखेरजील आदेश क्र. वळनई ६७, ६८ दि. २०/११/१९८४ अन्वये [illegible] कब्जाची नोंद केली.		१ बजोन एफ परेरा २ थॉमस ब्रुस्टोस ३ लक्ष्मण पद्मीक ४ अशोक जोसेफ ५ मिसफुल किनीयन ६ अलीना मेरी कमला नायक की, जॉन एफ. परेरा यांचे मालकीचा आहे.	सही- २०/११/१९८४ जि.नि.भू.अ. तथा न.भू.अ.क्र. १० मुंबई उपनगर, मुंबई
०२/१०/१९९३	मा. उपसंचालक भूमि अभिलेख कोकण प्रदेश मुंबई यांचेकडील आदेश क्र. न. भू. १ / क्षेत्र पाळणा/ल्वी /एस. आर १२३/८६ दि. १०/०३/१९८७ चा आदेश व जि. नि. भू. अ तथा न. भू. क्र. १० दि. १६/०२/१९८७ रे आदेशान्वये क्षेत्र ५९९३.३ चौ.मी. पैकी जे ५९९८.१ चौ.मी जमीन दुरुस्ती केली.			सही- १६/०२/१९८७ जि.नि.भू.अ. तथा न.भू.अ.क्र.१० मुंबई उपनगर, मुंबई
०६/०८/१९९३	दि.२७/०८/१९९१ चे जा.दे.प्रमाणे विनशेती सनद्याची नोंद केली. व्यापार क्षेत्र 3336.८५ सारा रु. ७७०२.० रहाणेकरीता क्षेत्र १८७५.७१ सारा रु.१८७ ० एकाणेकरीता क्षेत्र २४५.९२ सारा रु. १५८.० स्वरीपुजी भा.जैवी. सो. ३ कलेक्टर मुंबई उपनगर यांची याचेकडील दिनांकी आदेश क्र. ADC/LND / E/ ५२४८			सही- ०६/०८/१९९३ जि.नि.भू.अ. तथा न.भू.अ क्र.१० मुंबई उपनगर, मुंबई
०६/०८/१९९३	मा, जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश क्र. सी./ कार्या -७/ पी.पी./एस, आर १२३३ दि. ०१/०५/१९९२ व ०८/०८/१९९३ चे पोटविभागणी आदेशाप्रमाणे व दि. १५/११/१९९२ पी मोजणी, मा. जि. नि. भू.अ. तथा न. भू. अ. क्र. १० मुंबई याचेकडील दि ०६/०८/१९९३ चे अंमलबजावणी ६८/क १६३ चौ.मी. क्षेत्र ४पी वजा ११.७ चौ.मी. क्षेत्र ४पी मोजणी ६८/क/४ अशी नवीन मिळकत बजिका उपाडली व ६८/क या ६८/क/३-असा सेज वहात केला व ५१८६.४ चौ.मी. क्षेत्र कायम केले.			सही- ०६/०८/१९९३ जि.नि.भू.अ. तथा न.भू.अ.क्र. १० मुंबई उपनगर, मुंबई
०१/१०/२०१३	मा.डिस्ट्रीक डेप्युटी रजिस्ट्रार सो.ऑफ.सेल्स मुंबई, सी टी (३) कॉम्पीटेन्ट ऑथॉरीटी यांचेकडील आदेश क्र.DDR3/Mum/Deemed Conveyance / 1606 Reg /१३ /8८ दि. ८/१/२०१३ व सह दुय्यम निबंधक बोरीवली क्र.२ मुंबई जि.यांचेकडील नोंदणीकृत अभिस्वातांरण पत्र क्र.बरल-३/ ४५३२/२०१३ दिनांक १९/०६/२०१३ अन्वये न.भू.क्र.६८क/३ या मिळकतीचे क्षेत्र ५९८६.४ पैकी १३०५.८० चौ.मी. क्षेत्रास खरेदी घेतला जे.व को.ऑप.हौ सो.सा.लि, यांचे नांवे दाखल केले.		H [जेड को.ऑप.हौ.सोसा.लि.] [क्षेत्र १३०५.८ चौ.मी.]	रोखरकार क्र.४८२ प्रमाणे सही- ०१/१०/२०१३ न. भू. अ. बोरीवली
२०/११/२०१४	पोटविभाजन आदेशान्वये मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील एकत्री/पोटविभाजन आदेश क्रमांक सीई/कार्या.७४/एलएनडी/पी वि/एसआरवी-५/१४ दि. १४/१०/२०१४ व दुय्यम निबंधक बोरीवली क्र.२ मुंबई यांचेकडील अभिस्वातांकित एन्क्रोचमेन्ट /पोटविभाजन पत्र ए पं.नि/८/२०१४/ दि ३०/१०/२०१४ अन्वये वरील न.भू.क्र. ६८क/३ चे ५९८६.४० चौ.मी, क्षेत्रापैकी पोटविभाजनाने १३०५.८० चौ.मी, क्षेत्र वजा करून त्याची न.भू.क्र. ६८क३/८ अशी स्वतंत्र मिळकत पश्चिम उपनगर व्यास मान्यक सहरी जेड को.ऑ ऑफ हौ.सो.लि.व सताप्रकारे पूर्वप्रमाणे कायम केले.तसेच न.भू.क्र.६८क३ चे क्षेत्र ४६८१.१० चौ.मी. कायम केले व त्यास न.भू.क्र. ६८क/३/अ असा सेज वहात केला.तसेच न.भू.क्र. ६८क/३/ब या मिळकतीचे एकुण क्षेत्र ५२०४.८० ची मी यावर सार्वजनिकरस्ताचे न.भू.क्र. ६६४/१ चे ८२९.०० चौ.मी व न.भू.क्र. ६८क/१ चे ७०.२०चौ.मी. क्षेत्र समाविल करून न.भू.क्र.६८क/३अ चे क्षेत्र २७६५.८० चौ.मी क्षेत्र कायम केले.व न.भू.क्र.६६४/१ व ६८४/१ या मिळकत पत्रिका स्वतंत्र तयार करण्याची नोंद दाखल केली.			रोखरकार क्र.४७० प्रमाणे सही- २०/११/२०१४ न. भू. अ. बोरीवली
२५/०९/२०१५	मा.डीव्हिजनल डेप्युटी रजिस्टर को.ऑ.सो मुंबई विभाग-III कॉम्पीटेन्ट ऑथॉरीटी यांचे कडील आदेश क्र no.DDR-३ मुंबई/डि/ALC NAGAR no.२ को.ऑ .सो.७५/ २०१५ दि २८/५/२०१५ व सह दुय्यम निबंधक बोरीवली क्र.२ मुंबई उपनगर यांचेकडील दस्त क्र.क्रमांक ८५/४७२/२०१५ दि १२/५/२०१५ अन्वये वरील न.भू.क्र. १८ क /१ अ या मिळकतीपैकी ५६८१.६ चौ.मि पैकी २८६०.०० चौ मि. क्षेत्रास खरेदी घेणार दि.के.नगर क्र.२ को..सो.सो.लि.यांची सचवाही नोंद दाखल केली.		H जी.के.नगर क्र.२ को.ऑ.हौ.सो.लि.क्षेत्र २८६०.०० चौ.मि.	रोखरकार क्र.४८३ प्रमाणे सही- २५/०९/२०१५ न.भू.अ.बोरीवली
१८/१२/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र मा.भू.व/जि.व./जमाबंदी नोंद/२०१५/पुणे दि १६/२/२०१५ व हकलीलचे आदेश क्र न.भू.वरलवाई/फे.क्र ५०२ दिनांक १८/१२/२०१५अन्वये फेरफार यांचेकडी नोंदवहीवरील क्षेत्र व मिळकत पत्रिकावरील क्षेत्र मेळात असलेने मिळकत पत्रिकेवर मयूद असेचे क्षेत्र ४८.१९० असरी खाद हणाद माद्य ओ एक्सक्लुडेची पोईट खाद ची मी दाखल केले.			फेरफार क्र.५०२ प्रमाणे सही- १८/१२/२०१५ न.भू.अ बोरीवाल

हि नियंत्रण पावती (दिनांक १२/१०/२०१८ १२:००:०० AM रोजी) डिलीटेड एकत्रीत ७८-ही असल्याकारणे त्यावर कोणत्याही सही शिक्याची आवश्यकता नाही.
नियंत्रण पावतीचा जावकक्रमांक वि नंबर १०/२८/२०२१ ३:१६:२७ PM
वैधता पडताळणी साठी http://aaplesarkar.mahabhumi.gov.in/DELR/propertycard या संकेत स्थळावर खालील २०३७०००१४३४२४ हा क्रमांक वापरावा.

बरल - ६/

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THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 6
उपनिबंधक बोरिवली क्र. ६
मुंबई उपनगर जिल्हा (बांद्रा)
MUMBAI SUBURBAN DIST. (BANDRA)

COLLECTOR