

401/15638

पावती

Original/Duplicate

Wednesday, November 23, 2022

नोंदणी क्र. 39म

7.46 PM

Regn. 39M

पावती क्र. 16901 दिनांक: 23/11/2022

गावाचे नाव: बांद्रा

दस्तावेजाचा अनुक्रमांक: बदर15-15638-2022

दस्तावेजाचा प्रकार: असाईनमेंट ऑफ डेव्हलपमेंट राईट्स

मादर करणाऱ्याचे नाव: मे/- शिव साई डेव्हलपर्स चे प्रोप्रायटर चंद्रकांत मारुती मालकर

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

8:03 PM ह्या वेळेस मिळेल.

सह. दु. लि. नं. 4

वाजार मूल्य: रु. 14017000/-

मोबदला रु. 0/-

भरलेले मुद्राक शुल्क: रु. 700850/-

सह. दुय्यम निबंधक, अंधेरी क्र. ४,
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रकम: रु. 2000/-

टीटी/घनादेश/पे ऑर्डर क्रमांक: 2311202212185 दिनांक: 23/11/2022

यकचे नाव व पत्ता:

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

टीटी/घनादेश/पे ऑर्डर क्रमांक: MH011091701202223E दिनांक: 23/11/2022

यकचे नाव व पत्ता:

C. m. malika

REGISTERD ORIGINAL DOCUMENT
DELIVERED ON 23 NOV 2022

बदर - १५		
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 D H C Document Handling Charges Inspector General of Registration & Stamps	
Receipt of Document Handling Charges	
PRN 2311202212185	Receipt Date 23/11/2022
Received from DHC, Mobile number 9100000000, an amount of Rs.2000/- towards Document Handling Charges for the Document to be registered on Document No 15638 dated 23/11/2022 at the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.	
	
Payment Details	
Bank Name SBIN	Payment Date 23/11/2022
Bank CIN 10004152022112311264	REF No. 232796693096
Deface No 2311202212185D	Deface Date 23/11/2022
This is computer generated receipt, hence no signature is required.	





Creation Defect Details

Print Date 23-11-2022 07:53:51

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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2311202212185	Date 23/11/2022
Received from DHC, Mobile number 9100000000, an amount of Rs 2000/-, towards Document Handling Charges for the Document to be registered(SARITA) in the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name SBIN	Date 23/11/2022
Bank CIN 10004152022112311264	REF No. 232796693096
This is computer generated receipt, hence no signature is required	

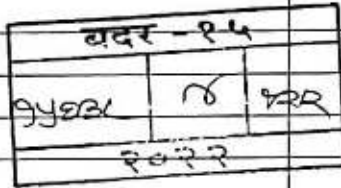




CHALLAN
MTR Form Number-6



GRN	MH011091701202223E	BARCODE			Date	23/11/2022-17:27:52	Form ID
Department			Inspector General Of Registration				
Type of Payment			Registration Fee Ordinary Collections IGR				
Office Name			BDR15_JT SUB REGISTRAR ANDHERI 4				
Location			MUMBAI				
Year			2022-2023 One Time				
Account Head Details			Amount in Rs.				
0030063301 Amount of Tax			30000.00				
Flat/Block No.			SARVODAYA SRA CHSL				
Premises/Building			CTS NO F 1533 FP NO 578 OF TPS III VILLAGE BANDRA F				
Road/Street			TALUKA ANDHERI MUMBAI				
Area/Locality			TALUKA ANDHERI MUMBAI				
Town/City/District			PIN				
			4 0 0 0 5 2				
Remarks (If Any)			SecondPartyName-MS GURUNANAK DEVELOPERS I PVT LTD-				
Total			30,000.00				
Payment Details			IDBI BANK				
Cheque/DD Details			FOR USE IN RECEIVING BANK				
Bank CIN			Ref No				
69103332022112320084			2778678714				
Bank Date			RBI Date				
23/11/2022-17:32:13			Not Verified with RBI				
Name of Bank			IDBI BANK				
Name of Branch			Scroll No. , Date				
			Not Verified with Scroll				



Department ID : Mobile No : 9821412744
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 रादर चडल केवल दुयसम लिखक कार्यालयात नोदणी करावयाच्या दस्तारासाठी लागू आहे. नोदणी न करावयाच्या दस्तारासाठी रादर चडल लागू नाही.



मुद्रांक जिल्हाधिकारी, अंधेरी यांचे कार्यालय

एम.एम.आर.डी.ए. इमारत, पहिला मजला, वांद्रे कुर्ला संकुल, वांद्रे- पूर्व, मुंबई - 400 051.
दुरध्वनी : 022 26591894

ईमेल : cos.andheri@lgrmaharashtra.gov.in

जा.क्र.अभि./अंतिम आदेश/ 8293

दिनांक - 23 जून 2022

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100900/901/2022 अन्वये पक्षकार M/s. Shiv Sai Developers यांनी दिनांक 18/11/2022 रोजी Deed Of Assignment Of Development Right चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे. सदर संलेखामधील तपशिल खालील प्रमाणे.

Particulars	Description
Date of Execution	Unexecuted
Type of Document	Deed Of Assignment Of Development Right.
Previous Developers	M/s. Gurunanak Developers(I) PVT.Ltd
New Developers	M/s. Shiv Sai Developers
The Confirming Party	Sarvodaya SRA Co-operative Husing Society Limited
Details of the Property	
Village	Bandra - F
CTS No.	CTS No.F/1533 F.P.No.578 of TPS-II
Plot Area	710.70 sq.mtrs
Zone - Year 2022-23	25/156 Village - Bandra-F
Rate per sq.mtr.	
Land Rate	Rs. 1,33,590/-
Flat Rate	Rs. 2,37,390/-
Const. Cost	Rs. 30,250/-

सदर - १५
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विषयांकित दस्त हा Deed Of Assignment Of Development Right असून सदर मिळकत क्षेत्रातील Previous Developers हे सोसायटीच्या मान्यता सह New Developers यांना सदर मिळकत क्षेत्रातील उर्वरित FSI करिता विकसन हक्क हस्तांतरीत करून देण्यात येत आहे. Previous Developers यांनी सदर मिळकतीवर NO.SRA/ENG/1487/HW/PL/LOI/SRA/ENG/921/HW/PL/LOI दिनांक 18/09/2007 नुसार एकूण 13 मजल्याचे बांधकाम केले होते. LOI नुसार सदर अस्वाचे अवलोकन केले असता, असे दिसून येते की, जुने विकासक यांनी दस्तात Recital मध्ये नमूद दोन्ही मिळकती Clubbing करून विकसीत करण्याचे ठरविले होते, त्याअनुषंगाने जुने विकासकाने LOI व मंजूर नकाशा प्राप्त करून Schedule मधील मिळकतीवर Commencement Certificate प्राप्त करून एकूण 13 मजली इमारतीचे बांधकाम सुरु केले होते, त्यामध्ये 42 Rehab Tenement of Sarvoday Society 12 Rehab Tenement of Nikhar Society, 15 Tenement PAP करिता, 2 सदनिका Refuge Area करिता, 3 सदनिका Amenity करिता व 14 सदनिका गाळे विक्री करिता अशी Composit इमारतीचे



बांधकाम सुरु केले होते, परंतु पूर्ण करू शकले नाही, दस्तातील पृष्ठ क्रं.11, वरील परीच्छेद क्रं.14b मध्ये नमूद नुसार व परवानाधारक वास्तू विशारद श्री. सचिन जाधव (CA/04/34628) यांचे दिनांक 02/11/2022 रोजीचे प्रमाणपत्रानुसार 2720.11 चौ.मी FSI चे वापर करून सदर प्रकल्पात 91% बांधकाम झाले आहे, म्हणजेच प्रकल्प पूर्ण करणे करिता Final Finishing / Occupation Certificate प्राप्त करणेसाठी 9% बांधकाम शिल्लक आहे. सदरचे प्रकल्पात 2736.20 बांधकाम अनुज्ञेय आहे, व विकासकाने एकूण 2720.11 (2000.61 चौ.मी Rehab + 719.50 Sale) बांधकामाचे क्षेत्र वापरले आहे, म्हणजेच 2736.20 - 2720.11 = 16.09 चौ.मी उर्वरित क्षेत्र

जुने विकासकामुळे सदर प्रकल्पाचे काम 12 वर्षे पर्यंत स्थगित राहीले असल्यामुळे सदर इमारतीत पात्र झोपडीधारकांना Allot झालेले त्यांचे Rehab Tenaments व जुने विकासकाने रीतसर नोंदणीकृत दस्तान्वये विक्री केलेले 14 सदनिका खरेदीदाराने अपूर्ण बांधकाम असून त्यांच्या सदनिका गाळ्यांचे ताबा घेतला असल्याचे संदर्भ पक्षकाराने सादर केलेले SRA दिनांक.07/08/2018 रोजीचे पत्रामध्ये आहे. दस्तातील पृष्ठ क्रं.11, परीच्छेद क्रं.14D मध्ये नमूद नुसार विक्री क्षेत्राचे एकूण मोबदला खरेदीदारांकडून जुने विकासकास प्राप्त झाले आहे.

सदर प्रकल्प पूर्ण करणेकरिता सदर दस्तान्वये जुने विकासक सोसायटीच्या संमती सह नवीन विकासकास विकसन हक्क हस्तांतरित करत आहे. दस्तातील पृष्ठ क्रं. 8, परीच्छेद क्रं.4 मध्ये नमूदनुसार सदर इमारतीचे बांधकाम पूर्ण करण्याऐवजी सदर प्रकल्पात मिळणारे Balance FSI व 253.57 चौ.मी Fungible FSI चे वापर करण्याचे हक्क नवीन विकासकाचे राहिल, तसेच मंजूर नकाशाचे अवलोकन केले असता, असे दिसून येते की एकूण अनुज्ञेय FSI 2736.20

चौ.मी मधील 2720.11 चौ.मी चे वापर झाल्याचे दिसून येते 16.09 चौ.मी Balance FSI आहे. सदर दस्तान्वये मूल्यांकन करताना Fungible FSI च्या मूल्यामधून Rehab क्षेत्राचे 9% शिल्लक बांधकाम अपूर्ण वजा करणे आवश्यक आहे.

DQP - 2034 नुसार सदर मिळकत 12.00 मी रुंदीच्या रस्त्याने बांधित असून सदर मिळकतीवर 3.00 FSI अनुज्ञेय होत आहे, परंतु पक्षकाराने सादर केलेले मंजूर नकाशानुसार 3 FSI पेक्षा जास्त एकूण 2736.20 चौ.मी Permissible FSI असून त्यापैकी Sale Area म्हणून 719.50 चौ.मी असल्याचे दिसून येते. तसेच पक्षकाराने सादर केलेल्या LOI नुसार Permissible Sale Built up Area 724.48 चौ.मी दिसून येत आहे, परंतु जुने विकासकाद्वारे Sale Area विकून झाले असल्याने आता त्यावर मिळणारे 35% Fungible FSI म्हणजेच 253.57 चौ.मी अनुज्ञेय होत असल्याचे दिसून येते. सबब वरील बाबी विचारात घेऊन मिळकत क्षेत्राचे मूल्यांकन खालील प्रमाणे करण्यात येत आहे.

मूल्यांकन -

1. Permissible FSI As per Plan	=	2736.20 Sq.Mtrs
2. Consumed FSI As per Plan (2000.61 चौ.मी Rehab + 719.50 Sale)	=	2720.11 Sq.Mtrs
3. Balance FSI (1-2)	=	16.09 Sq.Mtrs
4. Fungible on Balance FSI	=	16.09 x 0.35 = 5.63
5. Fungible FSI On Sale Builtup Area (Mention Document Page No.8, para No.4)	=	724.48 x 0.35 = 253.57 Sq.Mtrs
5. Total Fungible (4 + 5)	=	259.20
6. Value of Balance FSI	=	16.09 x 133590

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	=	Rs.21,49,463/- (A)
7. Value Of Fungible FSI	=	259.20 x 133590 x 0.50
	=	Rs. 1,73,13,264/- ---(B)
8. Rehab Area (As per LOI and plan)	=	2000.61
9. Less Const. Cost of Rehab Area		
for 9% Incomplete Construction	=	2000.61 x 30250 x 0.09
	=	RS. 54,46,660/- ----(C)
10. Market Value (A+B) - C	=	Rs. 1,40,16,067/-
		i.e. Rs.1,40,17,000/-

वरील प्रमाणे दस्तातील मिळकतीचे बाजारमूल्य रक्कम रु. 1,40,17,000/- वर मुद्रांक शुल्क वसूल करण्यात आले आहे.

बाजारमूल्य	अनुच्छेद	मुद्रांक शुल्क
रु. 1,40,17,000/-	5 (g-a) 5%	रु. 7,00,850/-

अंतिम आदेश

- अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 मधील अनुच्छेद 5(g-a)(5%) नुसार मुद्रांक शुल्क रु. 7,00,850/- देय असल्याबाबत जा.क्र.अभि/आदेश/8241/2022 दिनांक. 22/11/2022 अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरून मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपविना पक्षकार यांनी केला असल्याने दिनांक. 23/11/2022 रोजी विक्रय प्रत्येकन क्र. MH011034156202223E वरून दिसून येत असल्याने दिनांक 22/11/2022 रोजीचा अंतरिम आदेश हा अंतिम आदेश म्हणून कायम करण्यात येतो.
- प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करान्वये नोंदणी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व बांधकाम अनधिकृत असल्यास ते अधिकृत होणार नाही हयाबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहिल त्यास महाराष्ट्र शासन मुद्रांक जिल्हाधिकारी, अंधेरी हे जबाबदार राहणार नाहीत.
- एकुण पाने 1 ते 91 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.

(डॉ. जयश्री कटारे)

मुद्रांक जिल्हाधिकारी, अंधेरी.

प्रति	M/s. Shiv Sai Developers
पत्ता	608, Suchita Business Park, Y.S.Jadhav Marg, Ghatkoper (East), Mumbai - 400077.
प्रत	सह दुय्यम निवधक अंधेरी कार्यालय क्र.1/2/3/4/5/6/7

बदर - १५		
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बदर - १५		
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CHALLAN
MTR Form Number-6



GRN	MH011034156202223E	BARCODE	[Barcode]		Date	22/11/2022-19 09 55	Form ID
Department			Inspector General Of Registration				
Non-Judicial Stamps			Payer Details				
Type of Payment			Duty on Doc Voluntarily brought for adjudication SoS				
Office Name			CSA_COLLECTOR OF STAMPS ANDHERI				
Location			MUMBAI				
Year			2022-2023 One Time				
Account Head Details			Amount in Rs.				
0030050801 Amount of Tax			700850.00				
Flat/Block No.			SARVODAYA SRA CHSL				
Premises/Building			Road/Street				
			CTS NO F 1533 FP NO 578 OF TPS III				
Area/Locality			VILLAGE BANDRA F				
Town/City/District							
PIN							
Remarks (If Any)			ADJ/1100900/901/022				
			बदर - १५				
			९५६३५ ८ १२२				
			२०२२				
Amount in			Seven Lakh Eight Hundred Fifty Rupees Only				
Words							
Payment Details			IDBI BANK				
Cheque-DD Details			FOR USE IN RECEIVING BANK				
Bank CIN			Ref No		69103332022		
Bank Date			RBI Date		22/11/2022		
Name of Bank			Bank-Branch		IDBI BANK		
Name of Branch			Scroll No. , Date		100 , 23/11/2022		

Department ID
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चालन केवल केवल न्यायिक कार्यालय नोदणी करवायाच्या दस्तावेजासाठी लागू आहे. नोदणी न करवायाच्या दस्तावेजासाठी सदर चालन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1		0005457336202223	23/11/2022-12 32 41	IGR240	700850.00
Total Defacement Amount					7,00,850.00

बल्लार - १५		
9YEBL	90	92R
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Area - 710.70 sq. mtrs
M.V. - 1,40,17,000/-

एकूण मूल्य १ ते १।

Certificate n/a. 32(1) (b) of the Bombay
Stamp Act, 1958.

Office of the
Collector of Stamps
Case No. Adj. 1100900/901/2022
Date 15/11/2022

बदर - १५		
95436	99	722
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Received from Shri. M/S. Shiv Sai Developers
residing at Mumbai
Stamp duty of Rs. (7,00,850/-)
... (seven lakh eight hundred fifty only)
vide challan No. 1100900/901/2022
Certified under Section 32(1) (b) of the
Bombay Stamp Act, 1958 that the duty
of Rs. (7,00,850/-) (seven lakh eight hundred fifty
only) which is in accordance with the schedule
of schedule

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

Place... Andheri

Date... 23 NOV 2022
Collector of Stamps
Andheri



GRN-MHD110341562022236
Defn 0005457338202223
Date 23/11/22

DEED OF ASSIGNMENT OF DEVELOPMENT RIGHT

THIS DEED OF ASSIGNMENT OF DEVELOPMENT RIGHT is
made and entered into at Mumbai this 23rd day of November,
2022 executed by and between;

M/S. GURUNANAK DEVELOPERS (I) PVT. LTD. is the private
limited company incorporated under the provision of Companies
Act, 1956 through its director MR. PARESH VRAJLAL
CHABHADIA, having their place of business at
401, Bezzola Complex, sumannagar, chembur mumbai, hereinafter
referred to as the "PREVIOUS DEVELOPERS", (which expression
shall unless it be repugnant to the context or meaning thereof shall be
deemed to mean and include its directors) OF THE FIRST PART.

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AND

M/s. SHIV SAI DEVELOPERS, through its Proprietor MR. CHANDRAKANT MARUTI MALKAR, having their place of business at 608, Suchita business park, Y.S Jadhav marg, Patel chowk, Ghatkopar Eas, Mumbai-400077 hereinafter referred to as the "NEW DEVELOPERS", (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) OF THE SECOND



AND

SARVODAYA SRA CO-OPERATIVE HOUSING SOCIETY LIMITED, a society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 having its Registration No. MUM/SRA/HSG/T.C./11369/30/08/2007, through its office bearer Secretary & treasurer having its registered office at CTS No. F/1533, Plot no. 578, 5th road, khar west, mumbai-400052. hereinafter referred to as the "CONFIRMING PARTY", (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its members or member for the time being of the said society, its Managing Committee and its Managing Committee members therein and its successors and assigns) OF THE THIRD PART.

WHEREAS:-

- By virtue of Development Agreement dated 18.02.2006 and Irrevocable General Power of Attorney dated 18.02.2006 executed by and between Sarvodaya SRA co-operative housing society Ltd. (therein referred to as the "PROP. SOCIETY") of the one part, and M/s. Gurunanak Developers (I) Pvt. Ltd. (therein referred to as

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the "DEVELOPERS") of the second part, the said M/s. Gurunanak Developers (I) Pvt. Ltd. have obtained development right in respect to the property being all that piece or parcel of land bearing CTS No. F/1533, F. P. No. 578 of TPS - III of Village Bandra - F, lying, being and situated at Bandra, Taluka Andheri, District Bombay suburban District, Greater Bombay along with structure standing thereon and known as "Waghela Chawl" zopadpati and total land under the said slum area is 710.70 sq. mtrs. upon the terms and condition more particularly recorded in the said Development Agreement (for brevity sake the said property is hereinafter referred to as "the said Property").

- b. The said Development Agreement dated 18.02.2006 and Irrevocable General Power of Attorney dated 18.02.2006 was duly notarized with the Public Notary on 18.02.2006.
- c. By virtue of Agreement for Development dated 21.09.2006 executed by and between (1) Shankar Mangu, (2) Kishan Tulsi, (3) Kanu Shivram, and (4) Ajit Khimji Waghela (therein referred to as the "VENDORS") of the first part and M/s. Gurunanak Developers (I) Pvt. Ltd. (therein referred to as the "DEVELOPERS") of the second part, the said M/s. Gurunanak Developers (I) Pvt. Ltd. have obtained development right in respect to the property being all that piece or parcel of land bearing CTS No. F/1533, F. P. No. 578 of TPS - III of Village Bandra - F, lying, being and situated at Bandra, Taluka Andheri, District Bombay suburban District, Greater Bombay along with structure standing thereon and known as "Waghela Chawl" zopadpati and total land under the said slum area is 710.70 sq. mtrs. upon the terms and condition more particularly recorded in the said Development Agreement. The said Property is more particularly described in the SCHEDULE hereunder written.

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- d. The said Agreement for Development dated 21.09.2006 was duly registered with the office of sub-registrar of Assurance at Andheri - 2 under registration No. BDR - 4/ 07224/ 2006 dated 22.09.2006.
- e. By virtue of Irrevocable General Power of Attorney dated 22.09.2006 executed by (1) Shankar Mangu, (2) Kishan Tulsi, (3) Kanu Shivram, and (4) Ajit Khimji Waghela in our favour M/s. Gurunank Developers (I) Pvt. Ltd. in respect to the development of the said property.



- f. The said Irrevocable General Power of Attorney dated 22.09.2006 was duly registered with the office of sub-registrar of Assurance at Andheri - 2 under registration No. BDR - 4/ 07225/ 2006 dated 22.09.2006.
- g. In the like manner one another society known as NIKHAR SRA CHS LTD. appointed M/s. Gurunank Developers (I) Pvt. Ltd. as a developer to redevelop the property being all that piece or parcel of land bearing CTS No. E/128, F.P. No. 663 of TPS - III, of Village Bandra - E lying, being and situated on Government land, at Bandra, Taluka Andheri, District Bombay suburban District, Greater Bombay along with structure standing thereon and total land under the said slum area is 613.20 sq. mtrs.
- h. In view of the obtaining development right of Sarvodaya SRA CHS Ltd. and Nikhar SRA CHS Ltd. by M/s. Gurunank Developers (I) Pvt. Ltd., the previous developers herein has submitted proposal for clubbing of SR scheme of Sarvodaya SRA CHS Ltd. and Nikhar SRA CHS Ltd.
- i. Pursuant to the said Application for clubbing of SR Scheme of Sarvodaya SRA CHS Ltd. and Nikhar SRA CHS Ltd., the SRA has allowed the said Application by issuing revised letter of intent dated 25.05.2007 was issued in favour of M/s. Gurunank Developers (I) Pvt. Ltd.
- j. There are 42 eligible slum dwellers of Sarvodaya SRA CHS Ltd. and M/s. Gurunank Developers (I) Pvt. Ltd. proposed to shift 12

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rehab tenement along with 15 PAP of SR scheme of Nikhar SRA CHS Ltd. to the site of SR scheme of Sarvodaya SRA CHS Ltd.

- k. As against the accommodation of 12 rehab component along with 15 PAP of SR scheme of Nikhar SRA CHS Ltd. at the site of SR scheme of Sarvodaya SRA CHS Ltd., the sale component of the SR scheme of Sarvodaya SRA CHS Ltd. is to be shifted to the site of SR scheme of Nikhar SRA CHS Ltd.

- l. In view of the issuance of the revised letter of intent dated 25.05.2007 & 12.04.2010 for joint development of Sarvodaya SRA CHS Ltd. and Nikhar SRA CHS Ltd. under clubbing

the intimation of approval to rehab/ composite building of Sarvodaya SRA CHS Ltd. was issued on 11.09.2007 and same was amended from time to time and lastly amended on 01.07.2010 for the construction of Gr.+13 floors for 69 residential tenements (42

residential tenements of Sarvodaya CHS Ltd., 12 residential tenements of Nikhar SRA CHS Ltd. and 15 PAP tenements). Accordingly, the plinth commencement certificate for rehab building at Sarvodaya SRA CHS Ltd. was issued on 18.09.2007 and further commencement certificate was issued on 01.07.2010.

- m. In the like manner, intimation of approval to sale building at Nikhar SRA CHS Ltd. was issued on 06.12.2005 and same was amended from time to time and lastly amended on 03.02.2010. Accordingly, plinth commencement certificate to sale building at the site of Nikhar SRA CHS Ltd. was issued on 22.12.2005 and further commencement certificate was issued on 03.02.2010.

- n. Subsequently, M/s. Gurunanak Developers (I) Pvt. Ltd. has obtained necessary permissions/ sanctions/ approvals from the concern planning authorities and constructed multistoried building consisting of Gr. + 13th upper floors at the site of Sarvodaya SRA CHS Ltd. and accommodated 42 eligible slum dwellers of Sarvodaya SRA CHS Ltd. and 12 eligible slum dwellers together with 15 PAP of Nikhar SRA CHS Ltd., 2 Flats

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for refuge area & 3 Flats as Amenity area and 14 sale units which has been already sold by previous developer in the building constructed at the site of Sarvodaya SRA CHS Ltd. However, unable to complete the project at site of Sarvodaya SRA CHS Ltd. The copy of amended plans is annexed hereto and marked as Annexure "A".

- o. The said M/s. Gurunank Developers (I) Pvt. Ltd. expressed their inability to complete the project of Sarvodaya SRA CHS Ltd. and consented for appointment of some new developer who complete the development of the said buildings.



Pursuant to the said consent, the society has preferred Application before the competent authority under section 13(2) of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 for termination of the said M/s. Gurunank Developers (I) Pvt. Ltd. appointment as a Developer and appointment of new Developers.

- q. The said Application under Section 13(2) of Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 was allowed by the competent authority vide it's order dated 15.06.2022 inter alia the appointment of said M/s. Gurunank Developers (I) Pvt. Ltd. was terminated by appointing the Developer herein as a new developer to complete the redevelopment project. The copy of the said order dated 15th June 2022 is annexed hereto and marked as Annexure "B".
- r. In view of the above, the Sarvodaya SRA CHS Ltd. has called its Special General Body Meeting jointly with "Nikhar SRA CHS LTD" which was attended by all its member of the both the societies. Where in all the abovementioned facts were placed before the members of the societies and after considering the same the members of the both the societies have unanimously passed common resolution dated 24.03.2022 inter alia resolved that the new developer herein is appointed as developer to

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complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. upon the terms and condition mentioned herein after. The copy of the said GBR dated 24.03.2022 is annexed hereto and marked as Annexure "C".

- s. Since the project is incomplete by utilising it's full potential, the previous developer has not obtained occupation certificate. However, the 42 eligible slum dwellers of Sarvodaya SRA CHS Ltd., 12 eligible slum dwellers of Nikhar SRA CHS Ltd. and various purchasers of 14 sold units took the possession of their respective allotted units in the said incomplete project.
- t. The parties hereto are desires of reducing the litigation and recording hearing the terms and conditions so agreed upon between them.



NOW THIS AGREEMENT THEREFORE DOTH WITNESETH AND RECORDS THOSE MUTUALLY AGREED TERMS, CONDITIONS AND COVENANTS AS AGREED UPON BY AND BETWEEN THE PARTIES HERETO AND RECORDED AS UNDER:

1. It is expressly agreed by and between the parties hereto that the recitals recited herein above shall form the integral part of the contract contained in these presents and shall be treated as terms and conditions stated herein and for the sake of brevity, the same may be treated as stated herein, recorded and forming part of terms and conditions of these presents.
2. In pursuance of the decision taken in the Special General Body Meetings by majority of members of confirming party in meeting held on 24.03.2022 and upon confirmation by the confirming party hereto, the Previous developers hereby granted the development right to the new developers to complete the incomplete project in all respect at site of Sarvodaya SRA CHS Ltd. in accordance with the sanction/ permission/ approval to be

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granted by the planning authority at their own costs, charges and expenses.

3. The confirming party as per Resolutions dated 24.03.2022 confirm the appointment of the new Developers herein, as the new Developers to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. more particularly described in the schedule hereunder written on the terms, conditions and covenants mutually agreed upon by and between the parties hereto. Pursuant to the said resolution dated 24.03.2022, the Asstt. Registrar of SRA by its letter dated 01.07.2022 confirmed the appointment of new developers as a developer to complete the incomplete project. The copy of said letter dated 01.07.2022 is annexed hereto and marked as Annexure "D".

4. Pursuant to the issuance of LOI by the SRA authority, all FSI of rehab component is constructed and in the like manner all FSI of sale component is also constructed and constructed flat in sale component FSI are already sold to the prospective flat purchaser as per the list of purchasers annexed hereto and marked Annexed "E". Accordingly, the new developer herein shall be entitled for the benefit of available fungible FSI apprx. 253.57 sq. mtr. in the said project.

5. The new Developers shall carry out development of the property mentioned in the Schedule hereinafter as per the scheme approved by the SRA as well sanction/ permission/ approval to be granted by the concern planning authority. Accordingly, the confirming party hereby confirm and Previous developers hereby (a) grants to new developers the Development rights as per laws in force or any other law/ provision in force at the relevant time of development in respect to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. and (b) permit the developers to construct to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd.

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6. It is expressly agreed, declared and confirmed by and between parties hereto that new developers shall have right and shall be entitled to (a) on entering into this agreement to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd., and (b) may sell, transfer and/or otherwise deal with and dispose of the new developers premises, for residence purpose and on such terms as new developers may deem fit and receive, retain and appropriate the sale proceeds and other consideration in respect thereof subject to what is provided herein in respect.

7. The new Developers shall at their own risk and responsibility, appoint Architects and R consultants, contractor, labours and other persons to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd.

8. Notwithstanding anything contained in this Agreement, it is agreed between the parties hereto that if because of any Force Majeure, approval issues, unavoidable circumstances, etc. the Developers are prevented from carrying on with the development work and/or are hampered in performance of any of their obligation under this Agreement or otherwise (hereinafter referred to as the "Developers' Disability") then the performance of all the obligations of the new Developers under this Agreement or otherwise shall stand suspended for such time as the new Developers' Disability continues and such time shall be excluded for the purpose of computation of time for performance of the new Developers obligation.

9. It is expressly agreed that for the purpose of this Agreement the 'Force Majeure' shall include fire, earthquake, flood, natural calamity, epidemic, riot, civil disturbance, war, civil commotion, shortage/ non availability of construction materials, encroachments and any acts of God, which are beyond the control of the new Developers. It is expressly agreed and undertaken that

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strike, lock-out, stop work notice, failure, omissions, delays or acts of public authorities, Societies and/or any of its member (not arising out of new Developers' defaults, acts or omissions) that prevent or delay the performance of any one or more obligations of the new Developers, including change in law, regulations or the policies of the Government or other regulatory authority, shall be construed as "Force Majeure" or of any of their obligations as contained herein or otherwise, and/or all other acts or any other



as the facts are related to the schedule properties.

The new Developer shall get the extension period on their satisfaction of the previous developers and confirming party about the justification for the delay caused on the above counts by way of production of documents or correspondence exchanged with the different Statutory Authorities on their behalf.

11. The previous developers shall on execution hereof made and executed Irrevocable General Power of Attorney in favour of M/s. Shiv Sai Developers of new developers, granting to the partners the powers and authorities for planning purposes hereby conferred and execution thereof. Such powers and authorities shall, however be exercised by the new Developers' nominees at their own costs and expenses and the new Developers at the same time agree, assure and undertake to the Previous developers from and against any claims that may arise on account of misuse of any of the powers and authorities conferred under the said Power of Attorney.

12. The new Developers have made inquiries and satisfied themselves about the title of the schedule property in all respects and the extent of construction permissible thereon. The new Developers is satisfied with the Title of the party of the Previous developers in respect of the schedule properties.

13. The new Developers at their own costs and expenses shall be entitled to appoint Architects, R.C.C. Consultants and other

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professionals of their choice and also pay the various amounts on account of deposit, charges, fees and expenses. The new Developers shall also be liable to obtain all requisite permissions from various authorities at their own costs and expenses.

14. The previous developers has declared and represented to the New Developers as under:-

- That there is no case or any legal proceedings pending against the said Society pertaining to the development of the said property.
- The construction work of the existing building as constructed on the site of Sarvodaya SRA CHS Ltd is approx. 91% completed.
- The construction cost of the existing building as constructed at the site of Sarvodaya SRA CHS Ltd and Nikhar SRA CHS Ltd. which includes approval cost, pending bills, charges & rents or any liabilities toward the scheme under reference of the previous developers shall be adjusted against the compensation in this scheme and the same shall be mutually agreed and decided by the previous developers and new developers.
- Entire sale proceeds received by the previous developer from purchasers in respect of sold units.
- On the previous Developers being granted the License to enter upon the said property herein, the new Developers shall process for the development of project.
- There is no mortgage, lien, charge, right or any other encumbrances or impediments on the said Property or any art thereof.

15. Pursuant to the aforesaid, the new Developers covenant with the previous developers that:

- They shall at their own costs and expenses and with their own efforts to complete the incomplete project in all

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respect at the site of Sarvodaya SRA CHS Ltd. through contractors.

b. They shall carry out the development works at their own costs and expenses and in the course of development of the said property mentioned in the Schedule, do all acts, deeds, matters and things lawfully and in accordance with the Rules and Regulations under 33(10) of DCPR 2034 and the provisions of all relevant statutes and in conformity with the Plans and authorization as may be issued by the local and other authorities, in connection with such development works and shall keep the Previous developers and members of society to safe, harmless and indemnified of, from and against any claims, charges and expenses that may be made by anyone on account whatsoever relating to or arising out of breach or violation by the new Developers of any Act, Bye-laws, Regulation, Authority or permission and also of and from the consequences of any workman, employee, by it at site pursuant hereto for the purpose of development of the said property.

c. They shall carry out the development to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. by using good building materials along with the fittings, fixtures and amenities of reputed makes as required and prescribed for the construction as per the Indian Standard Code of practice of building construction, strictly according to sanctioned building Plans and under the supervision of competent Structural Engineers and Architects.

d. They shall at their own costs and expenses and with their own efforts obtain all necessary sanctions/ permission for fire safety and installed fire safety measure/ equipment only.

e. The new Developer shall obtain the Intimation of approval, approval of plans and all other approvals/

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sanctions/ permissions in respect of the construction of to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. from the concerned planning Authority.

16. The society and previous developers hereby agree to give expressed authority to the new developer and their nominees as the case may be to do at their own cost and following acts did and things namely:

- To appoint licensing architect, design architect, structural engineer, service consultant engineer, plumber, and all such other professionals which are required for the proposed development and also to be responsible for the management and coordination of all the said personal.
- To apply for and obtained from the corporation and other concerned authorities all approval/ sanction/ NOC/ permissions in connection with the development/ construction to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd.
- To make in submit all necessary applications in respect of construction to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd., the Maharashtra water supply and sewerage board, the chief fire officer, the aviation authority, Maharashtra state police and or any other body or authority and to obtain necessary orders thereon.
- To obtain from time to time all kind of permission/ certificate to the extent of development/ construction to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd.
- To make payment of electricity charges, water charges, land tax and any other taxes and fees payable on the said land and over the work in progress during construction to complete the

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incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd.

- f. To employee, labour work, main contractor, sub contractor in all other personal as may be required for carrying out the proposed development work and make all required payment in connection with such appointments.
- g. To complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. by using first quality material in consonance with the terms and condition of the various section permission approval as well as development control regulations.



h. To complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. As per the DCPR-2034.

17. In addition to above the new developer shall have following rights and responsibility:

- a. To take all steps necessary for marketing the project and sale promotion to the extent of flats to be constructed through brochure, advertising, broker, networking or through such other mean is maybe through feet by the developer.
- b. To enter into agreement for sale and to receive sale consideration for flats to be constructed.
- c. To handover possession of the duly completed units premises to be constructed to the respective purchases in terms of agreement for sale.

18. The new Developers will comply with all the provisions of The Maharashtra Co-operative Societies Act, 1960 and the M.O.F. Act 1963 and as amended thereafter and comply with all its statutory obligations thereunder and will not do any act, deed, matter or thing in contravention of the provisions of the said Act, Rules made there under. The new Developers solely shall procure necessary permissions from Co-operative Authorities/ Officers for the proposed development to complete the incomplete project

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in all respect at the site of Sarvodaya SRA CHS Ltd. The Society and previous developers shall cooperate with the new Developer to procure any documents from the Statutory Authorities.

19. It is agreed by and between the parties hereto that on and after the execution hereof, the Society at the request and cost and expenses of the new Developers as and when called upon by the new Developers shall sign and execute all such forms, declarations and documents for submitting the Plan of the proposed construction work before the competent authority for the development of the said property without any delay.

20. It is expressly agreed between the parties hereto that upon execution hereof the new developers shall proceed with the development and construction to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. and previous developers shall not claim and right, title and/ or any interest in the new flats to be constructed by the new developers under this development agreement.

21. The Developers shall complete the construction to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. and upon completion of the said construction work, the Developer shall obtain the Occupation Certificate (OC) in respect thereof.

22. As regards the sale premises, to be sold by the new Developers, the Society shall admit the new Purchasers of the new Developers Premises as its Members within one month of their receiving a written intimation thereof, from the new Developers without demur or delay and when the new purchasers shall complete all statutory requirements that may be needed for their admission to the Society as new members.

23. On completion of the entire construction work, the new developers shall upon receipt of Occupation Certificate and

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handing over of possession, hand over to the Society all documents pertaining to the said property/ new construction as may have been obtained by the new Developers and/ or their Architects to the societies which includes (but are not limited to) sanctioned Plans, Commencement Certificate, Occupation Certificate, etc. There shall be no developing activity after this period as the development process will be finally declared as complete.

24. The new Developer shall also handover the following to the Society.



The Original intimation of approval along with approved plans, Commencement Certificate and other permissions/ sanctions/ approvals in original.

b. The agreements (duly stamped and registered) for acquiring LDR/FSI along with copies with D.R. Certificate.

c. Details of expenses incurred by the new Developer for maintenance of the New Building from obtaining OC till handing over possession of the New Building to the Society.

d. Balance Amount of Maintenance Charges that may have been collected by the new Developers from prospective purchasers and details thereof.

e. Details of bank charges if created, by the prospective purchaser in favour of financial institution in respect of the agreed to be purchased from the new developer's sale components.

25. As regards unsold Flats, the new Developers shall be liable to pay all outgoings, dues and taxes from the date of receipt of the occupation certificate in respect thereof until such Flats are sold and the concerned Purchasers are admitted as Members of the Society.

26. All the premiums, staircase premium, balcony enclosure charges, fines, fees, etc., as shall become payable to Municipal Corporation and other concerned authorities for obtaining approval of the

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Building Plans to the extent of construction to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. shall be borne and paid by the new Developers.

27. The new Developers shall throughout hereafter and always save harmless and keep the Previous developers and Society and its Members fully indemnified and its Members and their estates and effects from and against all acts, suits, costs, charges, expenses, damages, fines, penalties, etc., resulting on account of the omission or any breach or default on the part of the developers in developing the said property of any Rules, Regulations, terms or conditions or otherwise.

28. It is also agreed that the new Developers shall be entitled to receive and retain with them all the moneys including consideration from the person/s to whom the premises comprised in the new Developers' Premises are sold and/or allotted as the case may be, in the additional construction and to appropriate the same in such manner as the new Developers may deem fit and proper.

29. The Society assures that it shall under no circumstances whatsoever correspond with any proposed member until the new Developer gives the Purchaser the possession of its respective flat after obtaining Occupation Certificate.

30. All stamp duty, registration charges, incidental expenses, GST in respect of execution and registration of this Development agreement as well as any such other documents, including Power of attorney, shall also be borne and paid by the new Developers and neither the Previous developers nor society or any of the members shall be liable to pay the same.

31. The new Developers shall at their own costs apply and obtain water connection in the Flats to be constructed to ensure adequate water supply.

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32. If during the course of construction, any utility lines and/or connections including telephone, electricity, water lines, gas lines, underground tanks, overhead tanks, meter cabin electric sub-station, sewerage or drainage pipes, water meter, electric meter room and gas meter room, etc., need to be constructed or shifted or relocated or removed, then as per the advice of the Architects of the new Developers, the Society and its Members hereby irrevocably permit the new Developers to do so at their own costs and expenses.

33. During the subsistence of this Agreement, the previous developers and/ or Society would not enter into any commitment/ Agreement for redevelopment and/or create Third Party Rights in respect of the said property without the N.O.C. of the new Developers in respect of the said property.

34. It is specifically agreed by the new developer that the entire cost towards the development/construction to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. whether the same is specifically mentioned in hearing or not shall be born and paid by the new developer.

35. The new developers agree to comply with all the rules regulation and law of the Council Corporation for the purpose of development and construction to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd. and shall not hold the previous developers and/ or society responsible or liable for violation of any of the rules regulation in law.

36. The new developer will be entitled to issue no objection certificate on behalf of Previous developers and/ or society to the prospective purchaser of the flat to be constructed for availing the loan from the financial institution or banks by mortgaging the flat purchased by the prospective purchaser.

37. This agreement shall always be subject to rules and regulation of SRA and/ or other authorities governing this transaction.

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38. It is expressly agreed between the parties that the obligations and rights arising out of the contract contained in these Presents shall form integral part of the contract; and if any breach is committed by either of the party, the other party shall have all remedies available to them under the Law, common Law and equity.

39. If the new Developer is restrained or unable to complete the development of the said property due to any approval issues, change in policies, court order, etc. then the new Developer shall complete the development upon clearance of all the issues with a time bar to it, mutually agreed upon by the existing developers, Society and new Developer.

40. It is specifically agreed between the parties hereto that the new Developers upon execution of this Agreement shall be entitled to enter upon the said property anytime, start the process of development to the extent of construction to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd.

41. The new Developers shall not cause or permit to be caused any nuisance deliberately in or upon the said property and shall carry out the work of development of the said property in a manner as not to cause any unwarranted trouble to the occupiers or premises in the neighbouring building.

42. The Prospective Purchasers of the new Developers' Premises shall be free to borrow/avail Housing Loan from financial institution/ Bank/ Organization/Employer by mortgaging the Flat allotted to them. The re-payment of loans and interest and other charges on such loan shall be the sole responsibility of the prospective Purchasers availing such loan. However, it is expressly agreed that the new Developers shall be deemed to have shown to the said prospective Purchasers, all the necessary documents mentioned hereinabove. It is specifically agreed that neither the

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new Developers nor such prospective flat purchasers of the new Developers nor the said financial institutions/ Banks/ Organizations/ Employers shall claim any equity of any nature whatsoever vis-à-vis the existing flat purchasers/members of the Society.

43. It is agreed between the parties if any additional FSI will available in future under Regulation 33(10) of DCPR-2034 or as per revise LOI the New Developer shall be entitled to utilize such additional



FSI. The new Developer shall be free to borrow/avail Loan from any financial institution, Bank, Organization, individual, etc. by mortgaging the new Developers Premises and/or Development Rights and/or new Developers property without affecting the Society property and/or premises/flats of the existing members of the Society. The Society shall sign such documents as may be necessary to enable the new Developers to create mortgage in favour of the banks, financial institutions, organizations or individual and borrow funds from them.

45. The parties hereby agree confirm and declare that the new developers is entitled to entered into Joint Venture or any such understanding with the third party without NOC of the previous developers and/ or society to complete the incomplete project in all respect at the site of Sarvodaya SRA CHS Ltd.

46. It is further agreed between the parties hereto that in view of execution hereof and execution of Irrevocable General Power of Attorney, the new developer shall convey the said property in favour of the society within 30 days from the date of obtaining occupation certificate.

47. It is expressly agreed between the parties hereto that the previous developer has redeveloped the property as per letter of intent dated 25.05.2007 and 12.04.2010. However, the additional FSI as available in LOI scheme parameters if any shall be utilized by

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carrying out further construction work at the site of Sarvodaya CHS Ltd and we shall not carry any construction work at the site of Nikhar CHS Ltd.

48. This agreement shall be subject to the Jurisdiction of the Courts of Mumbai. All the disputes between the parties hereto shall be adjudicated in the Courts of Mumbai.

49. In the event of any dispute between the parties hereto and/or its members relating to interpretation or implementation of this Development agreement and/or any other document, the same shall be referred to any common arbitrator to be mutually decided and introduced by the previous Developers, Society and the new Developer, and his decision will be final and binding upon the parties and arbitration proceedings shall be conducted at Mumbai. The arbitration proceedings shall be in accordance with the provisions of Arbitration & Conciliation Act and Award shall be binding upon the parties.

50. This Agreement sets forth the entire understanding and Agreement between the parties as to the subject matter hereof and supersedes all communications, negotiations, commitments and writings prior to the date hereof.

51. Each party shall pay his/her or its respective debts and liabilities including but not limited to liabilities for payment of taxes and shall indemnify and keep indemnified one another for payment of the same and from all claims, demands, actions, proceedings, costs, charges and expenses in connection therewith or relating thereto.

52. The Stamp Duty and Registration Charges on this Agreement and on Permanent Alternate Accommodation Agreements shall be borne and paid by the new Developers.

[Signature]

[Signature]

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ON OR TOWARDS WEST : Plot No. 583
ON OR TOWARDS EAST : 12.00 Mtr.wide khar 5th road.
ON OR TOWARDS SOUTH : Plot No. 577
ON OR TOWARDS NORTH : Plot No. 579

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SIGNED DEAELED AND DELIVERED by the)
 Withinnamed the NEW DEVELOPERS)
 M/S. SHIV SAI DEVELOPERS)
 Through its Proprietor)
 MR. CHANDRAKANT MARUTI MALKAR)

c m. malakar



In the presence of)

1.



SIGNED DEAELED AND DELIVERED by the)
 Withinnamed the SOCIETY)
 SARVODAYA CO-OPERATIVE HOUSING)
 SOCIETY LIMITED)
 Through its Secretary Shri Yusuf Noor)
Mohammed Khan

yusuf



In the presence of)

1.

2.



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MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. Ch.E/DP3420220111372052 D.P. Rev. dt. Refer Inward Number: HW/2022/111372154 Payment Dated 01/02/2022

Office of the Chief Engineer (Development Plan)
Municipal Head Office, 5th Floor,
Annex Building, Fort,
Mumbai - 400 001

DP 2034 Remarks

To,

Mr./Mrs. vidhi parash chabhadia
E06 suchita business park, Patel Chowk, Ghatkopar east

Sub: Development Plan 2034 remarks in respect to Land Bearing F.P. No(s) 578 of TPS BANDRA No. III situated in HW Ward, Mumbai.

Ref : Application u/no HW/2022/111372154 Payment Chalan No DP3420220111372052 Dated 01/02/2022 certifying payment of charges made under Receipt no. 18200028836 Dated 01/02/2022

Sir/Madam,

With reference to above, Development Plan 2034 remarks sanctioned by GoM in respect of subject land boundaries, shown in blue color boundary on the accompanied plan, are as follows.

Description	Nomenclature	Remarks
FP No.	578	
TPS	TPS BANDRA No. III	
Development Plan 2034 referred to Ward	HW	
Zone (as shown on plan)	Residential(R)	
Sanctified Roads affecting the Land (as shown on plan)	Existing Road	Present
	Proposed Road	NIL
	Proposed Road Widening	NIL
Reservation affecting the Land (as shown on plan)	NO	
Reservation abutting the Land (as shown on plan)	ROS 1.4 (Play Ground)	
Existing amenities affecting the Land (as shown on plan)	EMS 1.2 (Municipal Chowky) (578: 722.40 sqm)	
Existing amenities abutting the Land (as shown on plan)	NO	
Whether a listed Heritage building/ site	Yes / No	
Whether situated in a Heritage Precinct	Yes / No	
Whether situated in the buffer zone/Vista of a listed heritage site	Yes / No	
Whether a listed archaeological site (ASI)	Yes / No	
Whether situated in the buffer zone/Vista of a listed archaeological site (ASI)	Yes / No	
Note The remarks are offered based on the records of CS/CTS boundaries/CS/CTS Nos available with this office. However the boundaries shown in the records of City Survey Office shall supersede those shown on the DP Remarks Plan.		

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CHE/DP3420220111372052/DP/HW

Demarcation: The Alignment of the proposed road/R L and boundaries of reservations and their area are subject to the actual demarcation on site by E E T&C /A E (Survey) as case may be

Remarks are offered only from the zoning point of view without reference to ownership and without carrying out actual site inspection and without verification of the status of the structures if any on the land under reference. Status of the existing road, if any, shall be confirmed from the concerned Ward Office

Since the land is under T P Scheme, remarks from Town Planning Section of this office should be obtained separately before any development.

The DP Remarks and Plan shall be read with notification no. TPB 4317/629/CR-118/2017/UD-11 dt 8 11 2017, TPB 4317/778/CR-267/2017/UD-11 dt 7 2 2018, TPB 4317/629/CR-118/2017/DP/UD-11 dt 8 5 2018 & TPB 4317/629/CR-118/2017/EP/UD-11 dt 8 5 2018 before granting any development permission on the land/s (For the Sanctioned Modification & Excluded Portion the link for notification is as under -

Notifications

MCGM Home Page (portal mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034 Plans

EP Sheets - MCGM Home Page (portal mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034> Development Plan 2034 (Excluded Part) EP Sheets, 8th May 2018 - For Suggestions / objections by Government

SM Sheets - MCGM Home Page (portal mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034> Development Plan 2034(sanctioned part) SM sheets, 8th May 2018

Additional Information

Water pipeline Remark
Water pipeline near the plot (4.42 meters far) has 150 mm pipe diameter

Sewerline Remark
Sewer Manhole near the plot (Node No. 14206301, 6.81 meters far) has invert level 27.22 meters with reference to Town Hall Datum (THD)

Ground level
The plot has minimum 29.80 meters and maximum 30.00 meters ground level with reference to Town Hall Datum (THD)

RL Remark
REGULAR LINE REMARKS (Traffic)
As far as Traffic department is concerned, there is no proposed or sanctioned Regular Line/Road Line at present along the plot F.P. No. (s) 578 of Scheme TPS BANDRA No. III in H/W ward of M.C.G.M. as shown bounded blue on accompanying plan

REGULAR LINE REMARKS (Survey)
As far as Survey department is concerned, there is no proposed or sanctioned Regular Line/Road Line at present along the plot F.P. No (s) 578 of Scheme TPS BANDRA No. III in H/W ward of M.C.G.M. as shown bounded blue on accompanying plan

Acc: As Plan

Note: The above information is as per the data received from concerned MCGM Departments.

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