करल -२
९३१९० | १० | ५००
२०२३

३०, टेबल क्रमांक १२ नुसार FSI अनुज्ञेय राहील. CTS No ५६८४(pt) ही मिळकत १२.२० मी रुंद व १२.२० मी रुंद रस्त्यावर स्थित आहे. प्रचलित मार्गदर्शक सुचना क्रमांक ३२ नुसार वार्षिक मुल्य दर तक्यातील जमिन दराच्या ११०% दर विचारात घेणे आवश्यक आहे.

सदर प्रकरणी म्हाडा यांचे कडुन म्हाडा ऑफर लेटर प्राप्त झालेले नसल्यामुळे सदयस्थितीत बृहन्मुंबई महानगरपालिका सुधारीत विकास नियत्रण नियमावली -२०३४ मधील नियम क्रमांक ३३(५) नुसार अनुज्ञेय असलेला FSI विचारात घेवुन मुलयांकन करण्यात येत आहे. म्हाडा यांचे कडुन भविष्यात ऑफर लेटर प्राप्त झाल्यानंतर व त्यामध्ये FSI मध्ये वाढ झाली असल्यास वाढीव FSI नुसार हिशोबित होणा-या मुद्रांक शुल्काच्या अनुषंगाने पुरवणी करारनामा करण्यात येईल असे दस्तातील परी. "L-६" मध्ये नमुद केले आहे

उपरोक्त बाबी विचारात घेता भुखंडधारक सोसायटी मिळणा-या वरील सर्व बाबींचे मुल्य हे जमिन मालकास मिळणा-या हिश्श्याचे मोबदल्याचे मुल्य म्हणुन विचारात घेणेत येत आहे. तसेच जागा म्हाडाच्या मालकीची असल्याने विकास नियंत्रण नियमावली ३३(५) नुसार विकासित होणार असल्याने म्हाडा प्रमाणे अनुज्ञेय असलेला मुळ FSI, Fungible FSI विचारात घेवुन त्यानुसार भुखंडावर अनुज्ञेय होणारे बांधकामातुन भुखडंधारक सोसायटी यांना विनामोबदला मिळणारे बांधकाम क्षेत्रा वजा जाता विकासकास विक्रीसाठी उपलब्ध क्षेत्राचे जमिनदराने येणारे मुल्य हे विकसनकर्ताला मिळणा-या हिश्याचे मुल्य म्हणुन विचारात घेणेत येत आहे. वरील दोन्ही मुल्यापैकी जास्तीचे मुल्य हे या दस्ताचे मुल्य बाजारमुल्य म्हणुन विचारात घेणेत येत आहे.

सदर दस्ताचे मुल्यांकन बाजार मुल्यदर तक्त्यातील मार्गदर्शक सुचना क्रमांक २५ व २७A सविस्तर मुल्यांकन पुढील पानावर सादर

Area of plot					700.31	
FSI permissible					3.00	
Permissable B/U area					2100.93	
Layout FSI					140	
Total Bu Area					2240.93	
Fungible FSI	2240.93	X	35%		784.33	
Total Permissible Built up area					3025.26	
Nos of Society member					16	
Area retained by Society member					2051.52	
Area available to developer					973.74	
3025.26	2051.52					
Value Of Developer Area					₹ 7,77,08,962	A
973.74	X	79805				
Less value of Fungible FSI premium					₹ 1,17,12,583	B
784.33		923.04	X	35%	323.06	
461.26	X	72550	X	35%		
Value of Developers area(A-B)					₹ 6,59,96,379	
				Say	₹ 6,75,77,000	
CONSIDERATION						
Const. cost of area retained by Owmer -					₹ 6,51,61,404	A
2051.52	X	30250	X	1.05		
Rent					₹ 1,92,00,000	B
50000	X	16	X	24	19200000	
Brokerage					₹ 16,00,000	C
50000	X	16	X	2	1600000	

करल -२		
१३११०	११	५००
२०२३		

Shifting							₹ 8,00,000	D
50000	X	16	X	1		800000		
Hardhip Compensation / Corpus Fund							₹ 3,52,00,000	E
2200000	X	16						
Parking							₹ 9,98,250	F
16	X	13.75	X	30250	X	0.15		
Development Charges under MR&TPAct							₹ 29,76,756	G
2051.52	X	72550	X	2%				
Soc Off/s.cabin							₹ 7,62,300	H
25.20	X	30250						
Premium Paid For Society Area							₹ 1,75,29,879	I
805.42	X	72550	X	30%				
Infrastructure charges							₹ 1,02,57,600	J
2051.52	X	5000						
security Deposit							₹ 22,65,000	J
1,51,00,000	X	2.5	X	6%				
TOTAL VALUE (A TO J)							₹ 15,67,51,189	
						Say	₹ 15,67,51,500	

THE SEAL OF THE SUB REGISTRAR KURLA-2 MUMBAI SUBURBAN DIST. (BANDRA)

वरील प्रमाणे दस्तातील मिळकतीचे मोबदला मुल्य **Rs.15,67,51,500/-** हे बाजारमुल्य **Rs.6,75,77,000/-** पेक्षा जास्त असल्याने मोबदला **Rs. 15,67,51,500/--** जास्तीचे मुल्य असल्याने त्यावर मु.शु. आकारणे योग्य वाटते , त्यानुसार मुद्रांक शुल्क आकारणी खालीलप्रमाणे

A.V.	Article	Stamp Duty
Rs. 15,67,51,500/-	**5(g-a)**	**Rs. 78,37,575/-**

सदर सहाय्यक नगर रचनाकार यांचे अहवालानुसार अर्जदार यांस दि ०६/०७/२०२३ रोजी मुद्रांक शुल्का बाबतचे अंतरीम आदेश देण्यात आले होते. त्या अंतरिम आदेशाच्या अनुषंगाने अर्जदारा AVVAD REALCON LLP यांनी रोजी दि ०६/०७/२०२३ चे AVVAD REALCON LLP सदर मुद्रांक शुल्क मान्य असल्याचे कळविले आहे.

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

अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या दस्तास महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या अनुसुची १ मधील अनुच्छेद ५ (g—a) नुसार मुद्रांक शुल्क रु. ७८,३७,५७५/- देय असल्याबाबत जा.क्र.अभि/आदेश/३०४३/२३ दिनांक. ०६/०७/२०२३ अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा कोणत्याही

करल -२

१३११० | १२ | ५००

२०२३

आक्षेपाविना पक्षकार यांनी केला असल्याने दिनांक. ०६/०७/२०२३ रोजी विरुपित केलेल्या चलना वरुन दिसून येत असल्याने दिनांक. **०६/०७/२०२३** रोजीचा अंतरिम आदेश हा अंतिम आदेश म्हणून कायम करण्यात येत आहे.

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

३. एकुण पाने १ ते आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.

४. सदरील आदेशातील बाजारमुल्याबाबत म. मु. अ १९५८ च्या कलम ३२ – ब नुसार अपील करावयाचे असल्यास आदेशाच्या दिनांका पासुन ६० दिवसाच्या आत मा. अपर मुद्रांक नियंत्रक मुंबई प्रधान मुद्रांक कार्यालय , नगरभवन फोर्ट मुंबई ४००००१ यांचे समक्ष करता येईल

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

(हरिश्चंद्र पाटील)
मुद्रांक जिल्हाधिकारी कुर्ला

प्रति	AVVAD REALCON LLP
पता	1- 2, Shubham Aura, Bldg. No. 130, Pantnagar, Ghatkopar [East) - 400 075
प्रत	सह दुय्यम निबंधक कुर्ला कार्यालय क्र.१/२/३/४/५
Signature	
Name of authorized person	
Mobile No	
Date	

THE SEAL OF THE SUB REGISTRAR KURLA-2 MUMBAI SUBURBAN DIST. (BANDRA)

करल -२

९३९९० | ९३ | ५००

CHALLAN

MTR Form Number-6

GRN	MH004815427202324E	BARCODE	Date	06/07/2023-16:55:57	Form ID

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatn SoS	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	ABYFA1713B
Office Name	CSK_COLLECTOR OF STAMPS KURLA	**Full Name**	AVVAD REALCON LLP
Location	MUMBAI		
Year	2023-2024 One Time	**Flat/Block No.**	
		Premises/Building	

Account Head Details	Amount In Rs.
0030050801 Amount of Tax	7838000.00
Total	78,38,000.00

Road/Street

Area/Locality

Town/City/District

PIN

Remarks (If Any)

CASE NO. - ADJ/1100901/356/2023

Amount In Words: Seventy Eight Lakh Thirty Eight Thousand Rupees Only

DEFACED ₹7838000.00 DEFACED

THE SEAL OF THE SUB REGISTRAR KURLA-2 MUMBAI SUBURBAN DIST. (BANDRA)

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332023070615623	728834423
Cheque/DD No.		Bank Date	RBI Date	06/07/2023-18:48:30	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 7506777501

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

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	0003524648	0002490455202324	07/07/2023-15:01:21	IGR241	7838000.00
			Total Defacement Amount		78,38,000.00

Print Date 07-07-2023 03:07:08

करल -२		
१३११०	१४	५००
२०२३		





Office of the Collector of Stamp, Kurla

Certificate Under Sec.32 of Maharashtra Stamp Act, 1958

करल -२

९३११० | ९५ | ५००

Received Adjudication Fee RS. **100/-** vide e-Challan GRN No. **MH004323637202324E** Dated **27-06-2023**.

Collector of Stamps
Kurla

हे प्रमाणपत्र महाराष्ट्र मुद्रांक अधिनियम अन्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल झाल्यास, नोंदणी अधिनियम, १९०८, च्या तरतुदीनुसार नोंदणी अधिकारी दस्त नोंदणीची कार्यवाही करतील.

मुद्रांक जिल्हाधिकारी
Kurla

Case No. **Adj/IGR241/356/2023**

Certificate Number: **CER-KUR-ADJ-IGR241-356-2023**

Market Value/Value (if any): **Rs. 67577000**

Consideration Amount (if any): **Rs. 156751500**

Received from **AVVAD REALCON LLP** Residing at **1-2 SHUBHAM AURA BLDG NO 130 PANTNAGAR GHATKOPAR EAST MUMBAI 400075**. Stamp duty of **Rs. 7838000/- (Rs. Seventy Eight Lakh Thirty Eight Thousand only)**. Vide e-Challan GRN No **MH004815427202324E** Dated :- **06-7-2023** The defacement number is **0002490455202324**.

Certified Under Section 32 of the Maharashtra Stamp Act, that the full duty of **Rs. 7837575/- (Rs. Seventy Eight Lakh Thirty Seven Thousand Five Hundred and Seventy Five only) with which this instrument is chargeable under Article Development agreement of Schedule I of the said Act, has been paid.**

this instrument is chargeable under Article 5(g-a).

This Certificate is subject to the provisions of section 53(A) of the said Act.

Place: Kurla

Date:

Collector of Stamps
Kurla

ADJ/1100901/356/2023/K

Pages 1 | 413

करल -२		
१४११०	१६	५००
२०२३		

THE SEAL OF THE SUB REGISTRAR KURLA-2
MUMBAI SUBURBAN DIST. (BANDRA)

Certificate under Section 32 (1)(a) of the Bombay Stamp Act, 1958
Office of the Collector of stamps, Kurla
ADJ/1100901/356/2023/K/553/23/K
Date: 07/07/23
Received from Avvael Realcon LLP
Residing at
Stamp duty Rs. 7838000/-
Seventy eight lakh thirty eight thousand only.
Vide challan/pay order/cash dated 07/07/23
Description of instrument
Bombay Stamp Act, 1958 and the stamp duty
Of Rs. 17837575/- Seventy eight lakh thirty seven thousand five hundred seventy five only
With interest/penalty/fine/composition fee, if chargeable
Has been paid by Book-1 5(f-a)
Of Schedule
This Certificate is issued subject to the provisions
Of section 32(1)(a) of the Bombay Stamp Act, 1958
Place: Kurla 7/07/23
Date: 7/7/2023
Collector of Stamps
Kurla

M.V. = 67577000/-
A.V. = 156751500/-
Area = 700.31 Sq. Mtrs.

करत -२
92990 | 9U | Y00
2023

D.L.Shah.

'DEVELOPMENT AGREEMENT'

This **'DEVELOPMENT AGREEMENT'** is made and entered into at Mumbai, this 11th day of JULY, 2023; **BETWEEN ;**

GRN = MH004815427202324E — 06/07/23
Dt. = 000249045520232 — 07/07/23

1

Name of 'The Society'	**'SUVARNA REKHA CO-OP. HOUSING SOCIETY LTD.'**	
M.H.A.D.A. Building(s)	**'Building No. 175'**	
P.A.N. of 'The Society'	**AAOAS6454P**	
Nature of 'The Society'	Co-Operative Housing Society	
Registered under	Maharashtra Co-operative Societies Act, 1960	
Bearing Registration Number	**BOM/HSG/1121/1966**	
Registered Office Address	Building No. 175, Pantnagar, M.H.A.D.A. layout, Ghatkopar (East), Mumbai - 400075	
Hereinafter referred to as	**'The Society'** (which expression shall unless it be repugnant to the context, or the meaning thereof deemed to include its successors and assigns)	
Represented through its	Managing Committee	
Designation	**Name**	**Age (years)**
The Chairman	**Mr. Rajendra A. Shah**	**73**
The Secretary	**Mr. Ashok Amrutlal Shah**	**66**
The Treasurer	**Mrs. Asha M. Bhavsar**	**54**
on behalf of	**'The Existing Member(s)' of 'Building No. 175'**	
Project	Proposed Redevelopment Project.	
Being The Party of	**'The Party of the First Part'**	

THE SEAL OF THE SUB REGISTRAR KURLA-2 ... SUBURBAN DIST. (BANDRA)

ADJUDICATION FEE 100/- PAID

AND

The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'
		Asha M. Bhavsar	D.L.Shah.

ADJ/1100901/356/2023/K
Pages 3 | 413

करल -२
९३९९० | १८ | ५००
२०२३ 2.

Name of the Firm	**AVVAD REALCON L.L.P.**
P.A.N. of the Firm	**ABYFA1713B**
Nature of firm	**Limited Liability Partnership (L.L.P.)**
Registered under	Limited Liability Partnership Act, 2008
Registered Office Address	1- 2, Shubham Aura, Bldg. No. 130, Pantnagar, Ghatkopar [East) - 400 075
Branch Office Address	**Q: 29, A.P.M.C. Market–2, Sector - 19, Dana Bazaar, Sector - 19, Vashi, Navi Mumbai–400703.**
Represented by	**Partners (as detailed in the LLP Agreement) vide resolution dated 7th June 2023.**
hereinafter referred to as	'The Promoter(s)/The Developer(s)' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).
Being The Party of	**'The Party of the Second Part'**

THE SEAL OF THE SUB REGISTRAR KURLA-2 MUMBAI SUBURBAN DISTRICT

AND

3. 'The Existing Member(s)' of **'Building No. 175'** of **SUVARNA REKHA CO-OP. HOUSING SOCIETY LTD.'**, all adult(s), Owner(s) of their respective Tenements of 'Building No. 175' standing thereon the plot bearing;

C.T. S. No.	:	**5684 (Pt)**
Final Plot No.	:	**320**
Survey No.	:	**236-A of Village Ghatkopar-Kirol**
T.P. Scheme No.	:	**III**

and plot being situate at junction of Shree Gurudatta Mandir Marg and existing 12.2 Mtr wide road, Pantnagar, M.H.A.D.A. layout, Ghatkopar (East), 'N' –Ward, Mumbai – 400075, hereinafter referred to as 'The Existing Member(s)' **and/or 'The Confirming Party'**, as mentioned in the list detailed hereunder, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors in title, and assigns), hereinafter referred to as **'The Party of the Third Part'** and the detailed List of 'The Existing Member(s)' of **'Building No. 175'** being **'The Party of the Third Part'** and/or **'The Confirming Party'** is mentioned hereunder ;

			D.L. Shah
The Chairman	**The Secretary**	**The Treasurer**	**'The Promoter(s)/The Developer(s)'**

करल -२
९३११० | १९ | ५००
२०२३

'Building No. 175'

Sr. No	Names of Existing Members	Tenement Numbers	Wing – Floor	PAN	Existing Carpet Area (sq. mtrs.)	Existing Built-up Area (BUA) (sq. mtrs.)
1	Rekha Ashok Shah Ashok Amrutlal Shah	4875	A – Ground	AAVPS3199K ADUPS7113H	44.59	57.69
2	Ruchi Gandhi	4876	A – Ground	AEHPG2440P	44.59	57.69
3	Narendra Nageshrao Sawant	4877	A – First	BVBPS5018P	44.59	57.69
4	Sundeepa Jaysing Sawant	4878	A – First	AAIPS0241D	44.59	57.69
5	Madhu Rajnikant Gandhi	4879	A – Second	AFAPG7692H	44.59	57.69
6	Lachidevi Girijashankar Mishra	4880	A – Second	CHJPM9835R	44.59	57.69
7	Mehta Neeta Bharat	4881	A – Third	ALEPM3294K	44.59	57.69
8	(i) Sanjay Umakant Salunke (ii) Shashikant U. Salunke (iii) Shruti Milind Satghare (iv) Shweta V. Salunke (v) Kamlakant Satish Salunke (vi) Pooja Siddhesh Asolkar	4882	A – Third	AHEPS9425L BEYPS4383F BIEPS5022F CWFPS4301H GDWPS4565M CBMPS0464D	44.59	57.69
9	Sunil Pandurang Naik	4883	B – Ground	AAEPN0456D	44.59	57.69
10	Asha M. Bhavsar	4884	B – Ground	AUKPB3007A	44.59	57.69
11	Kankuben M. Jain	4885	B – First	AFTPJ9608P	44.59	57.69
~~12~~	~~Sachin R. Raje~~	~~4886~~	~~B – First~~	~~AABPR0134K~~	~~44.59~~	~~57.69~~
13	Sulabha Date	4887	B – Second	AJVPD0401A	44.59	57.69
14	Sandeep Vasant Magdum	4888	B – Second	AALPM3603L	44.59	57.69
15	Meena Rajesh Patel	4889	B – Third	ADHPP2534Q	44.59	57.69
16	Chandrika Rajendra Shah Rajendra A. Shah	4890	B – Third	AAIPS4339N AAEPS8295D	44.59	57.69
				TOTAL Existing Built-up Area (BUA) in Sq. Mtrs.		**923.04**

Note – Existing carpet area of flat as per MHADA "Deed of Sale"

The Chairman	The Secretary	The Treasurer	'The Prompter(s)/The Developer(s)'
R. Ashah	~~[illegible]~~	Asha M. Bhavsar	D. L. Shah

ADJ/1100901/356/2023/K
Pages 5 | ५१३

कुरला -२
१३१९० | २० | ५००
२०२३

WHEREAS:

(A) THE LAND

[A] 1. The **Maharashtra Housing and Area Development Authority** and/or **Maharashtra Housing and Area Development Board,** a statutory Corporation constituted under the Maharashtra Housing and Area Development Authority Act 1976, (MAH. XXVIII of 1977), having its office at; **Griha Nirman Bhavan, Kala Nagar, Bandra (East), Mumbai - 400 051**, hereinafter referred to as the 'M.H.A.D.A.' and/or 'M.H.A.D.B.', was possessed or otherwise well and sufficiently entitled to a larger and/or multiple pieces or parcels of Land, hereinafter referred to as **M.H.A.D.A. LAYOUT,** consisting of Plots having various survey Nos.

[A] 2. M.H.A.D.A. constructed various buildings consisting of various types and sizes of Tenements, having different carpet area and sold all such Tenements to various buyers/purchasers under Economic Weaker Section (E.W.S.), Low Income Group (L.I.G.), Middle Income Group (M.I.G.), High Income Group (H.I.G.) category and those buyers/purchasers formed themselves into Co-operative Housing Society of their respective building(s).

[A] 3. The purpose of said scheme was to (i) construct buildings, (ii) Allot and Sell Flats / Tenements to 'the prospective purchaser(s)' (iii) Convey the rights, title and interest of said plot in favor of the respective Society, M.H.A.D.A. being the 'Vendor' and the 'Lessor' and 'The Society' being 'The Purchaser' and 'The Lessee'. The Society was formed by the tenement Lessor & owners of respective tenements of buildings standing on said plots. The Co-operative Housing Society so formed is duly registered under the **Maharashtra Co-operative Societies Act, 1960**.

(B) THE SAID BUILDING, SAID PLOT & SAID PLOT/PROPERTY

[B] 1. M.H.A.D.A. had a scheme of construction, allotment and sale of tenements, out of many such buildings constructed by M.H.A.D.A., herein mentioned is 'Building No. 175', hereinafter referred to as the **'Said Building' or "Building No. 175"**, standing on plot bearing C. T. S. No. 5684 (Part), Final Plot No. 320 Survey No. 236-A, situate at junction of Shree Gurudatta Mandir Marg and existing 12.2 Mtr wide road, village Ghatkopar-Kirol, being part of M.H.A.D.A. layout at Pantnagar, Ghatkopar, (East), Mumbai-400075, in the registration Sub-District of Kurla, Mumbai Suburban District, consisting of 16 tenements therein, hereinafter referred to as the **'said Plot'**. The tenements were bought by the allottees/buyers/purchasers, who themselves jointly formed into a co-operative housing society by the name of **'Suvarna Rekha Co-operative Housing Society Ltd.'**, duly registered under the Maharashtra Co.-Operative Societies Act, 1960 and bearing **Registration No. BOM/HSG/1121/1966 Dated 17.2.1966**, hereinafter referred to as **'The Society'**.

		Ashok M. Bharsar	D.L. Shah.
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

करल -२
९३९९० | २१ | ५००
२०२३

[B] 2. The rights, title and interests, of M.H.A.D.A. being the 'Vendor' and the 'Lessor', in the 'Said Building', standing on plot bearing C. T. S. No. 5684 (Part), final plot No. 320, Survey No. 236-A, situate at junction of Shree Gurudatta Mandir Marg and existing 12.2 Mtr wide road, Village Ghatkopar-Kirol, being part of M.H.A.D.A. layout at Pantnagar, Ghatkopar, (East), Mumbai-400075, in the registration Sub-District of Kurla, Mumbai Suburban District, consisting of 16 tenements therein, were sold and conveyed, on certain terms, conditions and covenants, in favour of "The Society", being the 'Purchaser' and the 'Lessee', contained therein more particularly vide and under documents duly registered with the Sub–Registrar of Assurances, bearing various Registration No. as mentioned hereunder and thus 'The Society' has become the owner of the 'said Building', situated at Pantnagar, Ghatkopar (East), Mumbai - 400 075. The 'said Plot' and the 'said Building' standing thereon are collectively referred to as the **"said Plot/Property".**

Document	Dated	Registration No.	Registration Date
'Indenture of Lease'	16.03.2016	2385/2016	23.03.2016
'Deed of Sale'	16.03.2016	2386/2016	23.03.2016

A copy of the 'Indenture of Lease' and 'Deed of Sale' is annexed hereto as **'Annexure – A'**

[B] 3. On the Plot of Land bearing;

C.T.S No.	:	**5684 (Pt)**
Final Plot No.	:	**320**
Survey No.	:	**236-A**
Village	:	**Ghatkopar-Kirol**
T.P. Scheme No.	:	**III**

situate at junction of Shree Gurudatta Mandir Marg and existing 12.2 mtr wide road, Pantnagar, M.H.A.D.A. layout, Ghatkopar - East, 'N'-Ward, Mumbai – 400075, M.H.A.D.A. constructed **'Building No. 175'**, comprising of Ground plus Three upper Floors, consisting of 16 (Sixteen) tenements. M.H.A.D.A. sold said 16 (sixteen) tenements to individual buyers/purchasers, the said Plot/Property is more particularly described in the **'Schedule – 1: Description of Plot/Property'.**

[B] 4. The said 16 (sixteen) Tenements in the said Building have been allotted by MHADA as per MIG scheme, sold to individual purchasers and after any/several transfers upon sale of respective tenements or otherwise the final updated list of 'The Existing Member(s)' is attached herein, and they are the parties to this Agreement.

The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

ADJ/11009911356/2023/K
Pages 7 | 413

करल २
93990 | 22 | 400
२०२३

[B] 5. There are 16 (Sixteen) Tenements in the 'Building No. 175' which are respectively owned and occupied by the said 16 (Sixteen) Members herein, who all are the bonafide members of 'Suvarna Rekha Co-operative Housing Society Ltd.', hereinafter referred as **'The Existing Member(s)'.**

[B] 6. "The Society" passed a Resolution at its General Body Meeting held on **25/09/2021** deciding to undertake redevelopment of their building on the leasehold land appurtenant to the building.

[B] 7. M.H.A.D.A./M.H.A.D. Board had constructed **'Building No. 175'** somewhere in the year 1963 and as years passed by the said Building has become unfit for human habitation hence 'The Existing Member(s)' of 'Building No. 175' were keen to demolish and reconstruct/redevelop the said old **Building** as per the provisions of the Development Control & Promotion Regulations - 2034 (D.C.P. Regulations) by utilizing the available F.S.I from M.H.A.D.A. and M.C.G.M. in accordance with Regulation 33(5).

[B] 8. As per the policy / scheme of M.H.A.D.A. and/or modified DCPR, 2034 of M.C.G.M., enhanced / additional F.S.I. was available for construction on the said Plot/Property, and hence 'The Existing Member(s)' herein along with 'The Society', are desirous of undertaking / launching the **'Scheme of Redevelopment'** by demolishing the said old **'Building No. 175'** and constructing new building on the same plot, by awarding the scheme of redevelopment to a reputed builder/developer, with the concept of 'No Costs' to "The Society" and/or 'The Existing Member(s)'.

(C) THE SOCIETY

[C] 1. That out of many such buildings constructed by M.H.A.D.A. in Pantnagar layout herein mentioned is building bearing **'Building No. 175'** standing on plot (as detailed below);

Building No.	**'Building No. 175'**
Name of 'The Society'	Suvarna Rekha Co-operative Housing Society Ltd.
Society Registration No.	**BOM/HSG/1121/1966 Dated 17.2.1966**
No. of Tenements	16 (Sixteen)
C.T.S. No.	5684 (Pt)
F.P. No.	320
Survey No.	236 – A
Address	junction of. Shree Gurudatta Mandir Marg and existing 12.2 Mtr wide road, Village Ghatkopar-Kirol, Pantnagar, Ghatkopar (East), Mumbai - 400075

		Akhil M. Bharsar	D. C. Shah
The Chairman	**The Secretary**	**The Treasurer**	**'The Promoter(s)/The Developer(s)'**

दस्त २
93990 | 22 | 400
2023

(D) 'THE EXISTING MEMBER(S)'

[D] 1. The said 16 (Sixteen) tenements in the said building have been allotted, sold to individual purchasers and after several transfers upon sale of respective tenements or otherwise the final updated list of 'The Existing Member(s)' is annexed hereto as **'Annexure – B'**

The detailed list of 'The Existing Member(s)' contains the following (i) Names of the Existing Members, (ii) Tenement number, (iii) Floor and (iv) Old existing Carpet Area. (v) Share Certificate Numbers and Distinctive Numbers. That all the tenement owners are the bona-fide members of 'The Society' and they are in use, occupation and possession of their respective tenements in said Building. Attached in '**Annexure – G**'.

(E) SCHEME OF REDEVELOPMENT OF M.H.A.D.A

[E] 1. M.H.A.D.A. has the scheme / policy of granting enhanced/additional FSI, Pro-rata per tenement and/or additional built-up area and/or layout FSI and/or incentive FSI, etc. to 'The Society' and allowing/granting permission for redevelopment by demolishing the said Building and constructing new building on the same plot.

[E] 2. The said scheme of redevelopment was categorized under **33(5)** of **Development Control Promotion and Regulation - 2034 (D.C.P.R.) of M.C.G.M. and Development Plan – 2034.**

THE SUB REGISTRAR KURLA-2

(F) APPOINTMENT OF 'THE PROMOTER(S)/THE DEVELOPER(S)'

कुर्ला

[F] 1. After due discussions and deliberations, 'The Existing Member(s)' in the various General Body Meetings of the Society unanimously agreed to undertake proposed redevelopment project, more particularly as contemplated herein and to achieve the end goal of redevelopment of their building as below;

a. Appoint a Project Management Consultant (PMC).

b. Appoint a reputed Developer for proposed redevelopment project.

c. Apply, approach and obtain from M.H.A.D.A. and/or M.C.G.M. all the available and eligible FSI, requisite approval(s), permission(s), sanction(s), etc. required to construct new building.

d. Demolish the existing building being, 'Building No. 175'.

e. Redevelop the same by constructing in its place new **'Residential'** building with the concept of 'No Costs' to "The Society" and 'The Existing Member(s)' and allot them 'Proposed New Flat(s)' on 'Ownership Basis' with bigger area and latest Amenities.

The Chairman'	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'
R...hade		Ashok M. Bhakta	D.L.Shah

ADJ/1100901/356/2023/K
Pages 9 | 413

करल - ५
९३९९० | २८ | ५००
२०२३

[F] 2. 'The Society' after approval from 'The Existing Member(s)' appointed a 'Project Management Consultant' (hereafter called "PMC") and fixed his remuneration. Accordingly, the 'Project Management Consultant' (PMC) prepared the feasibility report and tender documents and submitted the same to "The Society" for approvals.

[F] 3. "The Society" passed resolutions approving the feasibility report and the tender documents submitted by the PMC. "The Society" proceeded to complete the developer selection formalities by publishing a tender notice in a newspaper.

[F] 4. Accordingly, advertisement was published in the newspaper (as detailed below) inviting tenders from reputed developers for redevelopment of 'Building No. 175' as per the terms and conditions stated in the tender document;

Name of the Newspaper	**Dated**
Navshakti	3rd Jan 2022

[F] 5. 'The Society' was in receipt of tender documents duly filled in by various promoter(s)/developer(s) willing to undertake the proposed redevelopment of Building no. 175. 'The Society' had laid down certain parameters and criteria about the offer and the promoter(s)/developer(s) for shortlisting the eligible promoter(s)/developer(s), inter alia a few of them are mentioned below;

a. Additional Carpet Area
b. Hardship Compensation
c. Monthly Compensation (Rent)
d. Brokerage Compensation
e. Transportation Compensation
f. No cost to "The Society" and The Existing Members for entire redevelopment
g. Time taken for redevelopment and offering possession of new flats to existing members in the redeveloped building
h. List of Amenities included in the redeveloped building for "The Society" & individual Flat(s)
i. Reputation of promoter(s)/developer'(s)
j. Past Performance & quality of construction of completed projects
k. Interviews & Interactions with 'The Existing Member(s)'

[F] 6. After the receipt of the tender document dated 22.01.2022 of the Developer herein along with other offers, the 'Existing Member(s)' of 'Building No. 175' unanimously resolved to appoint M/S. **AVVAD REALCON L.L.P.** a Limited Liability Partnership Firm, having Partners (carrying on the business of construction as builders and developers, having its office at : 1- 2, Shubham Aura, Building no. 130., Pantnagar, Ghatkopar [East') - 400 075 as the only developer for furtherance of the proposed re-development of 'Building No. 175', until its completion thereof.

		Asha M. Bhaksar	D.C. Shah
The Chairman	**The Secretary**	**The Treasurer**	**'The Promoter(s)/The Developer(s)'**