Receipt (pavti)

369/7687
Wednesday,April 19 ,2023
6:24 PM

पावती

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

पावती क्र.: 8655 दिनांक: 19/04/2023

गावाचे नाव: चेंबूर
दस्तऐवजाचा अनुक्रमांक: करल1-7687-2023
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: रोहा रियल्टी प्रायव्हेट लिमिटेड चे संचालक हर्षवर्धन एस टिळेवाला तर्फे कबुलीजबाबाकरिता कु मु म्हणुन योगेश मोरे

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 6500.00
पृष्ठांची संख्या: 325	
एकूण:	रु. 36500.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
6:36 PM ह्या वेळेस मिळेल.

सह. दुय्यम निबंधक
कुर्ला-१ (वर्ग-२)

बाजार मुल्य: रु.87417500 /-
मोबदला रु.167662000/-
भरलेले मुद्रांक शुल्क : रु. 8420280/-

1) देयकाचा प्रकार: DHC रक्कम: रु.500/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1904202313980 दिनांक: 19/04/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1904202310896 दिनांक: 19/04/2023
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1904202309710 दिनांक: 19/04/2023
बँकेचे नाव व पत्ता:
4) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1904202309564 दिनांक: 19/04/2023
बँकेचे नाव व पत्ता:
5) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000709057202324E दिनांक: 19/04/2023

CHALLAN

MTR Form Number-6

GRN	MH000709057202324E	BARCODE		Date	17/04/2023-13:56:35	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AAICP6099F
Office Name	KRL1_JT SUB REGISTRAR KURLA NO 1	Full Name	ROHA REALTY PVT LTD
Location	MUMBAI		
Year	2023-2024 One Time	Flat/Block No.	CTS NO. 828 (PART) SUB 828/106 TO 828/117,
		Premises/Building	VILLAGE CHEMBUR

Account Head Details	Amount In Rs.
0030063301 Amount of Tax	30000.00
Total	30,000.00

Road/Street	CHEMBUR EAST
Area/Locality	MUMBAI
Town/City/District	
PIN	4 0 0 0 0 7 1
Remarks (If Any)	PAN2=AAFAC0149J~SecondPartyName=CHEMBUR JYOTI NIWETAN CHS LTD~
Amount In Words	Thirty Thousand Rupees Only

DEFACED ₹30000.00 DEFACED

करल - १ ७६८७ | १ | ८२५ २०२३

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	6910333202304171381 3	725573343
Cheque/DD No.		Bank Date	RBI Date	17/04/2023-16:54:22	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		100 , 18/04/2023	

Department ID : Mobile No. : 7710040291

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

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

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-369-7687	00004521982023 24	19/04/2023-18:23:56	IGR197	30000.00

THE SEAL OF THE SUB REGISTRAR KURLA-1

Print Date 19-04-2023 06:24:58

GRN :	MH000709057202324E	Amount : 30,000.00	Bank :	IDBI BANK	Date :	17/04/2023-13:56:35
				Total Defacement Amount		30,000.00

करल - १

७६८४	2	324

२०२३

THE SEAL OF THE SUB REGISTRAR KURLA - 1

Print Date 19-04-2023 06:24:58

CHALLAN
MTR Form Number-6

GRN	MH000709057202324E	BARCODE		Date	17/04/2023-13:56:35	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AAICP6099F
Office Name	KRL1_JT SUB REGISTRAR KURLA NO 1	Full Name	ROHA REALTY PVT LTD
Location	MUMBAI		
Year	2023-2024 One Time	Flat/Block No.	CTS NO. 828 (PART) SUB 828/106 TO 828/117.
		Premises/Building	VILLAGE CHEMBUR

Account Head Details	Amount In Rs.
0030063301 Amount of Tax	30000.00
Total	30,000.00

Road/Street	CHEMBUR EAST
Area/Locality	MUMBAI
Town/City/District	
PIN	4 0 0 0 0 7 1
Remarks (If Any)	PAN2=AAFAC0149J~SecondPartyName=CHEMBUR JYOTI NIKETAN CHS LTD~
Amount In Words	Thirty Thousand Rupees Only

करल - १
वेल्ल 3 324
2023

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK
Cheque-DD Details		Bank CIN / Ref. No. 691033320[illegible]
Cheque/DD No.		Bank Date / RBI Date 17/04/2023 Not Verified with RBI
Name of Bank		Bank-Branch IDBI BANK
Name of Branch		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.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदरचे चलन लागू नाही.

Print Date 17-04-2023 04:54:34

Document **H**andling **C**ha₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1904202309710	Receipt Date	19/04/2023

Received from SELF, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 7687 dated 19/04/2023 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	PUNB	Payment Date	19/04/2023
Bank CIN	10004152023041908577	REF No.	5115376834
Deface No	1904202309710D	Deface Date	19/04/2023

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

करल - १
२०२३

THE SEAL OF THE SUB REGISTRAR KURLA-1

Document **H**andling **C**ha₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1904202313980	Receipt Date	19/04/2023

Received from SELF, Mobile number 0000000000, an amount of Rs.500/-, towards Document Handling Charges for the Document to be registered on Document No. 7687 dated 19/04/2023 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

DEFACED
₹ 500
DEFACED

Payment Details

Bank Name	PUNB	Payment Date	19/04/2023
Bank CIN	10004152023041912508	REF No.	5115410218
Deface No	1904202313980D	Deface Date	19/04/2023

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

कुर्ला - ९
जेएल | ५ | ३२५
२०२३

THE SEAL OF THE SUB REGISTRAR

Document **H**andling **C**ha₹ges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1904202309564	Receipt Date	19/04/2023

Received from SELF, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 7687 dated 19/04/2023 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	PUNB	Payment Date	19/04/2023
Bank CIN	10004152023041908447	REF No.	5115375917
Deface No	1904202309564D	Deface Date	19/04/2023

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

करल - १
१९८७ | ₹ 324
२०२३

THE SEAL OF THE SUB REGISTRAR KURLA-1

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1904202310896	Receipt Date	19/04/2023

Received from SELF, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 7687 dated 19/04/2023 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	PUNB	Payment Date	19/04/2023
Bank CIN	10004152023041909681	REF No.	5115384687
Deface No	1904202310896D	Deface Date	19/04/2023

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

करल - १
२०२३

THE SEAL OF THE SUB REGISTRAR KURLA

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1904202309564	Date	19/04/2023
Received from SELF, 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. Kurla 1 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	PUNB	Date	19/04/2023
Bank CIN	10004152023041908447	REF No.	5115375917
This is computer generated receipt, hence no signature is required.			

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1904202309710	Date	19/04/2023
Received from SELF, 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. Kurla 1 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	PUNB	Date	19/04/2023
Bank CIN	10004152023041908577	REF No.	5115376834
This is computer generated receipt, hence no signature is required.			

THE SEAL OF THE SUB REGISTRAR KURLA-1

करल - १
JECV | ५ ३२५
२०२३

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1904202310696	Date	19/04/2023
Received from SELF, 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. Kurla 1 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	PUNB	Date	19/04/2023
Bank CIN	10004152023041909681	REF No.	5115384687
This is computer generated receipt, hence no signature is required.			

करल - १

जेएलआर ६ ३२५

२०२३

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1904202313980	Date	19/04/2023
Received from SELF, Mobile number 0000000000, an amount of Rs.500/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	PUNB	Date	19/04/2023
Bank CIN	10004152023041912508	REF No.	5115410218
This is computer generated receipt, hence no signature is required.			

कुर्ला - १

१० एप्रिल

२०२३

THE SEAL OF THE SUB REGISTRAR KURLA-1 * MUMBAI SUBURBAN DIST. (MAHARASHTRA)

मुद्रांक जिल्हाधिकारी, कुर्ला यांचे कार्यालय

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

जा.क्र/ मुजीकु / आदेश / 1697/ 23 दि.17/04/2023

(महाराष्ट्र मुद्रांकअधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक **ADJ/1100901/193/2023/K** अन्वये पक्षकार **M/S. ROHA REALTY PRIVATE LIMITED** यांनी दिनांक 11/04/2023 रोजी **Development Agreement** चा दस्त अभिनिर्णयाकरीता सादर केलेला आहे. सदर दस्तातील तपशिल खालील प्रमाणे

Particulars	Description
Date of execution	Unexecuted
Type of Document	Development Agreement
The Society	CHEMBUR JYOTI NIKETAN CHS LTD.
The Developer	M/S. ROHA REALTY PRIVATE LIMITED
The Members	Rajani Chandrasekharan Pillai & Others
Detail of the Property	
Village	Chembur
Taluka	Kurla
Plot Area	838.95 Sq.Mtrs. + Tit bit 35.24 Sq.Mtrs. = 874.19 Sq.Mtrs
Members	36
C.T.S No	828(PT) , 828/106 TO 828/117
Zone 2022-23	98/445 Chembur
Rate per sq.mtr	
Land Rate	Rs. 92,500/-
Const.Cost	Rs. 30,250/-
Flat Rate	Rs. 1,85,190/-
Completion period	24 Months

कुर्ला १
वर्ष ७१ ३२५
२०२३

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

अभिनिर्णयाकरीता प्राप्त झालेला उपरोक्त दस्त हा Development Agreement चा दस्त असून नोंदणीकृत झालेला नाही. दस्ताचे अवलोकन केले असता असे दिसुन येते की, दस्तात नमुद Survey नुसार भुखंडाचे एकुण क्षेत्र ८७४.१९ चौ.मी (including Tit bit) आहे. त्यावर सोसायटीची जुनी इमारत असुन त्यामध्ये एकुण ३६ सदनिका आहेत. सोसायटी सदर दस्ताद्वारे सदर मिळकतीचे विकसनाचे अधिकार विकासकास देत आहे. दस्तात नमुद केल्यानुसार सभासदाच्या ताब्यात एकुण ११००.१६ चौ मी अस्तित्वातील बाधिव क्षेत्र असुन सदर सदनिकेच्या मोबदल्यात विकासक नविन इमारतीमध्ये सभासदास प्रत्येकी ६०० चौ.फुट कारपेट क्षेत्राचे एकंदर म्हणजेच एकुण २१६००.०० चौ.फुट कारपेट म्हणजेच २४०८.९२ चौ मी बाधिव क्षेत्र विनामुल्य देणार आह, तसेच १८ कार

करल - १

९२ | ३२५

पार्कींग देणार आहे. दस्तात नमुद केल्यानुसार विकासक सभासदाना भाडे , बोकरेज व शिफ्टींग चार्जेस इत्यादी देणार असल्याचा उल्लेख 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 पृष्ठ क्रमांक ४ परी. ब मध्ये नमुद केले आहे

उपरोक्त बाबी विचारात घेता भुखंडधारक सोसायटीस 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, तसेच नियमावलीतील नियम क्रमांक ३१(३) नुसार अनुज्ञेय असलेल्या Fungible FSI विचारात घेवुन त्यानुसार भुखंडावर अनुज्ञेय होणारे बांधकामातुन भुखंडधारक सोसायटी यांना विनामोबदला मिळणारे बांधकाम क्षेत्रा वजा जाता विकासकास विक्रीसाठी उपलब्ध क्षेत्राचे जमिनदराने येणारे मुल्य हे विकसनकर्तास 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 २७ नुसार करण्यात येत आहे. सविस्तर मुल्यांकन पुढील पानावर सादर

Area of plot						874.19	
FSI permissible						3.00	
Permissable B/U area						2622.57	
Fungible FSI	2622.57	X	35%			917.90	
Total Permissible Built up area						3540.47	
Nos of Society member						36	
Area retained by Society member						2408.92	
Area available to developer						1132	
	2408.92						
Value Of Developer Area						₹ 10,46,68,150	A
1131.55	X	92500					
Less value of Fungible FSI premium						₹ 1,72,50,808	B
917.90		1100.16	X	35%	385.06		
532.84	X	92500	X	35%			
Value of Developers area(A-B)						₹ 8,74,17,342	
					Say Rs.8,74,17,500/-		
			CONSIDERATION				
Const. cost of area retained by Owmer -						₹ 7,65,13,383	A
2408.92	X	30250	X	1.05			
Rent						₹ 2,47,96,800	B
28000	X	36	X	12	12096000		
29400	X	36	X	12	12700800		
Brokerage						₹ 10,08,000	C

28000	X	36	X	1	1008000		
Shifting						₹ 5,40,000	D
15000	X	36	X	1	540000		
Hardhip Compensation / Corpus Fund						₹ 1,44,00,000	E
400000	X	36			14400000		
Society outstanding paid by developer						₹ 6,25,000	
Parking						₹ 18,71,719	F
18	X	13.75	X	30250 X	0.25		
Development Charges under MR&TPAct						₹ 44,56,506	G
2408.92	X	92500	X	2%			
Soc Off/s.cabin / gym						₹ 22,19,745	H
73.38	X	30250					
Infrastrcutre Charges						₹ 1,55,97,770	J
2408.92	X	92500	x	7%			
Value Of New Area Over & Above Free Fungible FSI Area						₹ 2,56,32,840	K
923.71	X	92500	x	30%			
TOTAL VALUE (A TO K)						₹ 16,76,61,761	
					Say Rs.16,76,62,000/-		
Security Flat							
66.91	X	185190				₹ 1,23,91,063	
					Say	₹ 1,23,92,000	

करल - १

DELV	93	324
2023		

वरील प्रमाणे दस्तातील मिळकतीचे मोबदला मुल्य Rs. 16,76,62,000/- हे बाजारमुल्य Rs. 8,74,17,500/- पेक्षा जास्त असल्याने मोबदला Rs. 16,76,62,000/- जास्तीचे मुल्य असल्याने त्यावर मु.शु. आकारणे योग्य वाटते, त्यानुसार मुद्रांक शुल्क आकारणी खालीलप्रमाणे

A.V.	Article	Stamp Duty
Rs. 16,76,62,000/-	5(g-a)	Rs. 83,83,100/-
Security Flat Value Rs.1,23,92,000/-	54	Rs. 37,180/-
		Rs. 84,20,280/-

सदर सहाय्यक नगर रचनाकार यांचे अहवालानुसार अर्जदार यांस दि १३/०४/२०२३ रोजी मुद्रांक शुल्का बाबतचे अंतरीम आदेश देण्यात आले होते. त्या अंतरिम आदेशाच्या अनुषंगाने अर्जदारा M/S. ROHA REALTY PRIVATE LIMITED यांनी रोजी दि १७/०४/२०२३ चे M/S. ROHA REALTY PRIVATE LIMITED सदर मुद्रांक शुल्क भरणा शासनास करण्यात येत असल्याचे कळविले आहे.

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

करल - १

1.	अभिनिर्णयाकरीता	सादर केलेल्या दस्तास महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या अनुसुची १ मधील अनुच्छेद ५ (ह-i) नुसार मुद्रांक शुल्क रु. ८४,२०,२८०/- देय असल्याबाबत जा.क्र.अभि/ आदेश/१६८०/२३ दिनांक. १७/०४/२०२३ अन्वये आदेश पारित करणेत आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा पक्षकार यांनी केला असल्याने दिनांक. १७/०३/२०२३ रोजी विरुपित केलेल्या चलना वरुन दिसून येत असल्याने दिनांक. १७/०४/२०२३ 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 हयाबाबतचो 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 ४०००० १ यांचे समक्ष करता येईल

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

(हरिश्चंद्र पाटील)
मुद्रांक जिल्हाधिकारी कुर्ला

प्रति,	M/S. Roha Realty Private Limited
	office A- 44, 45, IJT House, Road No. 2, MIDC Andheri (East), Mumbai — 400 093
प्रत	सह दुय्यम निबंधक कुर्ला कार्यालय क्र.१/२/३/४/५
Signature	
Name of authorized person	
Mobile No	
Date	

CHALLAN
MTR Form Number-6

GRN	MH000645349202324E	BARCODE		Date	15/04/2023-13:07:13	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps Duty on Doc Voluntarily brought for adjudicatn SoS	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	CSK_COLLECTOR OF STAMPS KURLA	Full Name	ROHA REALITY PVT LTD
Location	MUMBAI		
Year	2023-2024 One Time	Flat/Block No.	
Account Head Details	Amount In Rs.	Premises/Building	
0030050801 Amount of Tax	8420280.00	Road/Street	
		Area/Locality	
		Town/City/District	
		PIN	
		Remarks (If Any)	
		ADJ/1100901/193/2023/K	
Total	84,20,280.00	Amount In Words	Eighty Four Lakh Twenty Thousand Two Hundred Eight y Rupees Only

कुरला - 9
VELS 94 3224
2023

₹ 8420280.00

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	691033320230417119151	
Cheque/DD No.		Bank Date	RBI Date	17/04/2023-13:15:15	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :
Mobile No. : 7710040291
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1		0000362758202324	17/04/2023-16:36:58	IGR241	8420280.00
			Total Defacement Amount		84,20,280.00

Print Date 17-04-2023 04:37:02

करल - १		
७८८७	१६३५	
२०२३		



Office of the Collector of Stamp, Kurla

Certificate Under Sec.32 of Maharashtra Stamp Act. 1958

करल - १

	९७	३२५

२०२३

Received Adjudication Fee RS. **100/-** vide e-Challan GRN No. **MH017603942202223E** Dated **28-03-2023**.

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/IGR241/193/2023**

Certificate Number: **CER-KUR-ADJ-IGR241-193-2023**

Market Value/Value (if any): **Rs. 180054000**

Received from **ROHA REALITY PVT LTD** Residing at **ANDHERI EAST MUMBAI**. Stamp duty of **Rs. 8420280/- (Rs. Eighty Four Lakh Twenty Thousand Two Hundred and Eighty only)**. Vide e-Challan GRN No **MH000645349202324E** Dated :- **15-4-2023** The defacement number is **0000362758202324**.

Certified Under Section 32 of the Maharashtra Stamp Act, that the full duty of **Rs. 8420280/- (Rs. Eighty Four Lakh Twenty Thousand Two Hundred and Eighty only) with which this instrument is chargeable under Article Development agreement of Schedule I of the said Act, has been paid.**

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

Place: Kurla
Date:

Collector of Stamps
Kurla

ADJ/1100901/193/2023/IK

Pages 1 | 83

करल - १		
७६७७	१८	३२५
२०२३		





Certificate u/s 32 (1) of the Bombay Stamp Act, 1958
Office of the Collector of Stamps, Kurla
ADJ No. 1100901 193/23/K/327
Date 17/04/23
Received from M/s. Roha Realty Pvt. Ltd.
Residing at
Sum of duty of Rs. 8420280/-
Eighty four lakh twenty thousand two hundred eighty only.
Vide challan No. 9216 Dated 15/04/23
Certified under Section 32 (1) (a) of the Bombay Stamp Act, 1958 that the full duty
Of Rs. 8420280/- Eighty four lakh twenty thousand two hundred eighty only.
With Which this instrument is chargeable
Has been paid under S. No.
Of Schedule 5(g-a), 54
This Certificate is subject to the provisions
Of section 53-A of Bombay Stamp Act, 1958
Place Kurla
Date 17/04/23

Dd = 0000362758242324 - Dt 17/04/23
M.V. = 8,74,15,500/-
AV. = 16,76,62,000/- +
Security Flat value = 1,23,92,000/-

सहायक जिल्हाधिकारी

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and executed at Mumbai on this 19th day of April 2023

Area = 838.95 Sq. mtr. + Tit Bit 35.24 Sq. mtr. = 874.19 Sq. mtr.

DOE = 19/4/2023

BETWEEN

Chembur Jyoti Nutanlal Co-operative Housing Society Limited, a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, bearing RegistrationNo. BOM/HSG/7568 the year 1981 and having its address at Building No. 44, Subhash Nagar, Chembur (East), Mumbai – 400 071, hereinafter referred to as **"THE SOCIETY"** (which expression shall unless itbe repugnant to the context or meaning thereof be deemed to mean and include the said Society, it's present and future members, for the time being, and from time to time and their respective heirs, executors,administrators and assigns as also the successors, administrators, and assignees of the said Society) of the**FIRST PART**;

करला १
वेल्व | १८ | ३२५
2023

ADJUDICATION 100/- PAID

AND

M/S. ROHA REALTY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956,CIN U70109MH2016PTC281339, having its registered office at A- 44, 45, JJT House, Road No. 2, MIDC Andheri (East), Mumbai – 400 093, hereinafter referred to as **"THE DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns) of the **SECOND PART:**

AND

All 36 Members of the Society having their respective address on the tenements shown opposite to theirrespective names in the **Second Schedule** hereto in the Building namely Building No. 44 situated at Subhash Nagar, Chembur (East), Mumbai - 400 071, herein collectively referred to as **"THE MEMBERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective successors, heirs and permitted assigns) of the **THIRD PART:**

The Society, the Developer, and the Members shall hereinafter be individually referred to as "the Party" and collectively as "the Parties".

THE SEAL OF THE SUB REGISTRAR KURLA-1

WHEREAS:

The Maharashtra Housing and Area Development Authority (hereinafter called **"MHADA"**) a Statutory Corporation under The Maharashtra Housing and Area Development Act, 1976 and having its office at Griha Nirman Bhavan, Bandra (E), Mumbai – 400 051, is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No.67 to 71, CTS NO. 828 (Part) Sub 8 2 8 / 1 0 6 to 828/117 of Village Chembur, area admeasuring 838.95 Sq. mtrs. or thereabout situated at Subhash Nagar, Chembur (East), Mumbai – 400 071 in the registration Sub-District of Kurla, Mumbai Suburban District, (hereinafter referredto as **"the said Land"**) together with structure standing thereon bearing Building No. 44 (hereinafter referred to as **"the Old Building"**) and Tit bit Area (hereinafter referred to as **"the said Tit bit area"**) aggregating to 35.24 Sq. Mtrs or thereabout. The said Land, the said Tit bit area, and the Old Building are hereinafter collectively referredto as **"the said Property"** and more particularly described in the **First Schedule** hereunder written. The said Property is more particularly shown surrounded by a Red Colored boundary lineon the plan thereof hereto annexed and marked as Annexure "A".

MB

ADJ/1100901/193/2023/K
Pages 3 | 93

b) The MHADA prepared a layout of the larger property in the Subhash Nagar Layout and constructed thereon several buildings comprising of Ground plus 2 upper floors in or about the year 1960 and allotted the various tenements therein to individual/s Allottees of the Lower Income Group on a tenancy basis under various Letters of Allotment and placed the various Allotteesin possession of their respective tenements.

c) The Allottees of the tenements in Building No: 44 consisting of ground plus 2 upper floors (hereinafter called **"the Old Building"**) came together and formed a Co-operative Housing Society viz. Chembur Jyoti Niketan Co-operative Housing Society Limited which is duly registered under provisions of Maharashtra Co-operative Societies Act, 1960 vide Registration No. BOM/HSG/7568 year 1981 the **("said Society")**..

d) The Members are the shareholders of the said Society and as such are the Members of the said Society and are in occupation of the tenements in the said Building. There are 36 tenements/members who are holding their respective tenements in the said building as set outin **Annexure B** annexed hereto. The carpet area per tenement of all members is about 212.37 sq. ft. equivalent to 19.73 sq.mt (as per the sale deed dated 29/02/1992). The said members are hereinafter collectively referred to as the **"Existing Members"**.

e) Under an Indenture of Lease dated 29/02/1992 entered into at Mumbai, between **MHADA** referred to as the "Lessor" therein, the said MHADA in its capacity as the owner of the plot of land demised in favor of the Society "Lessee" the said plot on Lease for a period of 99 years with effect from01/04/1980 and the said Lease Deed was duly registered at the office of the Sub-Registrar of Assurances, Kurla, Mumbai Suburban District (Bandra) under Sr. No. PBDR/2680/1992, Copy of the Index II is annexed to this Indenture at **Annexure "C"**.

f) By and under an Indenture of Sale dated29/02/1992 entered into at Mumbai between MHADA as the "Vendor" of the one part and the said Society as the "Purchaser" of the other part and duly registered at the office of the Sub-Registrar of Assurances, Kurla Mumbai Suburban District (Bandra) under Sr. No. PBDR/2682/1992, MHADA sold andconveyed to the said Society the said Old Building. Copy of the Index II of the said Sale Deed isannexed herewith as **Annexure "D"**.

g) The said Old Building was constructed somewhere in the year 1960 and because of normal wearand tear, heavy water leakage during monsoons, the cement plaster has become lose and cracks have developed and the Old Building is in a dilapidated condition and requires extensive urgent repairs and the expenses that may be required to be incurred for repairing the said Old Building will be exorbitant and therefore the Society and the Members preferred reconstruction and redevelopment as per the provisions of the Development Control and Promotion Regulations – 2034.

h) In their Special General Body Meeting held on 17/01/2021, the Society passed a resolution unanimously appointing a Project Management Consultant (hereinafter referred to as the **"PMC"**)of the Society for the above-said project with effect from the date of the Special General Body Meeting. The said Society entrusted to PMC the work of inviting offers and doing other ancillaryactivities for the purposes of re-development of the said Society.

i) As per the provisions of the Development Control Rules & Regulations (DCR) and Bombay Municipal Corporation Act and also the Rules & Regulations of MHADA, further FSI is available for construction on the said Land, and hence the Society and the Existing Members are desirous of carrying out permissible re-construction by demolishing the said Old Building, but as they arenot conversant with the development procedure and also unable to raise finance for the redevelopment/ reconstruction of the said Old Building, the Society in its Special General Body Meeting held on 15/01/2023 unanimously agreed to call for offers from prospectiveDevelopers with a view to get the best offer under DCR 33(5) as amended up to date and from time to time by the Government of Maharashtra.

j) As per the provisions of the Development Control Rules & Regulations (DCR)and Bombay Municipal Corporation Act and also the Rule & Regulations of MHADA/any other FSI and potential balance layout FSI, , as per the provisions under DCR 33(5) as amended up to date and from time to time by the Govt. of Maharashtra.

k) At a Special General Body Meeting of the Society convened on 28/[illegible]2022 a majorityof the Members have resolved to redevelop the said Property by utilizing basic FSI, permissible FSI and additional FSI / development potential under any nomenclature by acquiring additional FSI, and Fungible Compensatory FSI as per the prevailing Development Control Rules and Regulations as well as the MCGM/MHADA Policy after demolishing the Old Building and constructing a New Building**('New Building')**, by engaging the services of a suitable developer.

l) The Society invited offers from interested Developers and the said Society received offers from several reputed Builders and Developers. The Society scrutinized the offers so received and all suchoffers were duly considered in subsequent Managing Committee Meetings and also in the SpecialGeneral Body Meeting of the said Society.

m) The Developer herein has expertise in developing/redeveloping properties & also has sufficient financial means for such development, and is interested in the redevelopment project of said Property of the Society, had also submitted its proposal. Thereafter, pursuant to various meetingswith the Developer, the Developer submitted its revised offer vide their Letter dated 09/01/2023.

n) At the Special General Body Meeting held on 12/02/2023, in the presence of the Authorized Officer Mr. Pramod Kulkarni, deputed by the Registrar of Co-operative Societies, the Managing Committee placed before the Members present the proposal dated 09/01/2023 received from the Developer and the majority of the Members present have selected the Developer to develop thesaid Property.

The Society has complied with requisite procedures for the appointment of Developer as laid down under section 79(A) of Maharashtra Co-operative Societies Act, 1960, read with directives of the Government of Maharashtra vide circular no. G. R. No. Sa. Gru. Yo. 2007/Pra. kra. 554/14-Sa dated 03/01/2009 and circular no. CHS 2018/Pra.Kra. 85/[illegible] dated 04/07/2019 regarding Redevelopment of Buildings of Co-operative Housing Societies. The Deputy Registrar of Co-operative Societies by his letter dated 15/02/2023, granted his NOC for the redevelopment of thesaid Property by the Developer herein. The Extracts of the Minutes of the said Special General Body Meeting dated 12/02/2023 and NOC dated 15/02/2023, issued by the Deputy Registrar annexed hereto and collectively marked as Annexure "**Annexure " E"** & **Annexure "F"**.

p) In pursuance of the acceptance of the Developer's Proposal and NOC from the Dy. Registrar of Co-operative Societies, the Society issued in favour of the Developer a Letter of Intent dated 16/02/2023, for appointment of the Developer (hereinafter referred to as **'the said Letter of Intent'**), which is annexed hereto and marked as Annexure **Annexure "G".**

q) The Developer vide its Letter dated 21/02/2023 has accepted and confirmed the appointment as Developer of the said Property. The Developer hereby accepts to redevelop and reconstruct at its own costs, efforts, and expenses the said Property by demolishing the said Old Building and constructing a New Building by consuming the available FSI/TDR FSI and fungible FSI as per new Development Control and Promotion Regulations, 2034 and/or applicable laws, rules and regulations of the MHADA and/or MHADB and/or MCGM and/or any other Governmental Authorities.

r) At the Special General Body Meeting held on 02/04/2023 the Society passed thenecessary resolutions for approving the draft of this Development Agreement and Power of Attorney and authorized three members of the Society's Managing Committee to sign and register this Agreement and the Power of Attorney. A certified true copy of the extracts of the minutes of the Special General Body Meeting held on 02/04/2023 , is annexed hereto as **Annexure "H"**.

ADJ/1100901/93/2023/IK
Pages 5 83

करल - 9

JELD	22	324

२०२३

s) The majority of the Members of the Society have consented to the appointment of the Developer hereinto undertake redevelopment of the property of the Society by signing individual consent affidavits.

t) Pursuant to the proposal and the scheme proposed by the Developer herein, the Developer intendsto develop the said Property under the provisions of the Regulations of the DCR including the provisions of Regulation No. 33(5) thereof as the Developer may deem fit and proper.

u) It is agreed by and between the Parties hereto that the Society and Developer herein declare that Society has not yet obtained MHADA Offer Letter for Re-Development of the aforesaid Property till date. The Society and Developer herein jointly declare and undertake that in case any additional FSI is granted by MHADA or concerned Development authority in respect of aforesaidProperty in favour of the Society and the Developers over and above the basic 3 FSI and fungibleFSI mentioned in the Development agreement, in that event the Developer and Society shall makeand execute Supplementary Agreement to that effect and the Developer alone shall bear and paythe stamp duty liability and/or any other costs, expenses, penalties, etc., required to be paid to theIGR, MHADA and/or to the concerned Development/ Statutory Authorities. The enhanced FSI shall be utilized on the said Plot of the Society and shall not be transferred to any other Plot.

v) The Society has agreed to enter into an Agreement for Development for the said Property by wayof this Agreement and has also decided to execute a Special Power of Attorney of even date in favour of the Developers herein to enable the Developers inter alia to take all necessary steps withrespect to the development of the said Property.

1. NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY CONFIRMED, DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

The Recitals, Schedules, and Annexure's of this Agreement shall form an integral part hereof.

2. **DECLARATION REPRESENTATIONS AND WARRANTIES BY THE SOCIETY**:

a. The statements contained in the recitals hereto are true and correct.

b. The members enlisted in **Annexure B** hereto are *bona-fide* Existing Members of the Society who are either the original Allottees of the tenements by MHADA and/or are *bonafide* transferees of the said tenements.

c. None of the Existing Members have received any show cause notice or eviction notice from MHADA.

d. Members and area of tenements in their occupation enlisted in Annexure 'B' hereto is true and correct as per the records of the Society.

e. The Society and its members have paid to M.C.G.M., MHADA, and all other statutory authorities concerned all the dues, taxes, charges, and other outgoings including municipaltaxes payable in respect of the said Property. The Society hereby declares that the said Property is free from any reservation, encumbrance or requisition, or acquisition of any nature whatsoever. The Developer undertakes to pay the outstanding water bill and outstanding MCGM/ MHADA dues to the extent of Rs. 25,00,000/ (Rupees Twenty Five Lakh only) and or actuals (whichever is less) subject to the society providing bills with respect to the same to the Developer and as per the instalment provided by the concerned authority. Further, the Developer also undertakes to reimburse the expenses of Rs. 6,25,000/- (Rupees Six Lakh Twenty-Five Thousand only) ("Reimbursement Amount") incurred bythe Society for obtaining certain NOCs and/or approvals in connection with the re- development of the said Property. 100% of the aforesaid Reimbursement Amount shall be paid by the Developer to the Society at the

time of issuing the Letter of Entry by the Society to the Developer.

करल - १

९६५	६३३२५	
२०२३		

f. That prior to the execution of this Agreement hereof, the Society has not granted or agreed to grant to any person any right to carry out any development/additional construction workon the said Property or any part thereof.

g. That there is no outstanding, encumbrances, mortgage, charge, lien, notice of requisition, acquisition, set back or outstanding interest or claim by any person/s or charge in respect of the said Property and the said Tenements and shall not do in future, till said Agreementis in existence, in force or any part thereof, and also save and except the complaint filed before Joint CEO, MHADA by one member of the Society, the said Property is not the subject matter of any pending suit, litigation or attachment either before or after Judgment. The individual member of the society has also made out his/her tenements title clear and marketable free from all encumbrances.

h. The General Body of the Society has by a resolution authorized the Managing Committee of the Society to proceed with the project of redevelopment of the said Property and execute the necessary agreement for development in favor of the Developer and other documents in consonance with the aforesaid General Body Resolution dated 02/04/2023 The Society further declares that the Managing Committee in its meeting dated 02/04/2023 hasalso confirmed the draft of this Agreement and the Power of Attorney.

i. The Society hereby agrees and covenants that after execution of this agreement, neither ofits members shall sell or transfer or mortgage, or let out or give on leave and license or assign the tenements to anyone without obtaining an undertaking from their Purchaser/licensee that he/she will be bound by this Agreement, nor shall the Society transfer the tenements and share certificate in favour of any such Purchasers without obtaining a N.O.C. from the Developer herein, as also an undertaking that such purchaser will abide by the terms of this Agreement. Only after the proposed buyer consents to the process of redevelopment, the Society shall issue NOC for the sale of the individual tenements of the respective members. It is further agreed that the Developer shall neither unreasonably withhold such transfer nor shall charge any fees/charges in respect of the such transfer.

j. There is no prohibitory order under any statute or under any act or otherwise restricting the rights of the Society and its Members to enter into this Agreement.

k. All members of the Society shall clear their dues in respect of the utilities pertaining to their respective tenement, taxes, duties, charges, bills etc. payable by them upto the date of vacation of their respective tenement. In the event of any deficit in such payment, the same shall be borne and paid by the individual tenant/member. In case, the same is required to be paid by the Developer, the said amount shall be deducted from the Hardship Compensation payable to each Member.

3. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and covenants with the Society that:

a. The Developer is a Private Limited Company registered under the provisions of the Indian Companies Act, 1956 and the signatories of these presents are authorized, vide Board Resolution dated 20/02/2023.

b. The Developer has verified all the title documents of the Society including the payments made bythe Society to MCGM and MHADA and after verifying all the documents, the Developer has agreed to enter into this Development Agreement, therefore, the Developer shall not raise any dispute in future, in respect to the title of the Society. The Developer has agreed to accept the redevelopment rights of the Property of the said Society subject to the grant of NOC/Approval from MHADA/MCGM and or any other competent authority in respect of the said Property along withthe right to allow the Developer to sell the Developer's Component (being the Developers Sale Flats and Developers Parking Spaces) on such redevelopment.

ADJ/1100901/193 /2023/K	
Pages 7	83

c. The Developer has the capacity, expertise, skill, and knowledge in commencing, implementing, and completing redevelopment and rehabilitation in time.

करल - १
३९ | ४ | २०२३
२०२३

d. Subject to the Force Majeure events as defined herein below, the Developer agrees to use its best endeavors to obtain LOI/DA/IOD within 6 months from the execution of the Development Agreement. The Developer also agrees to use its best endeavors to obtain commencement certificate within one year from the date of obtaining IOD and the Developer agrees to complete the RCC Work of super structure of the New Building within 24 (Twenty Four) months from the date of receipt of the Plinth Commencement Certificate ("**Project Commencement Date**"). The Grace Period of 12 (Twelve) months is to be allowed to the Developerbeyond the expiry of the aforesaid period of 24 months.

e. That Developer has ample means, resources, and finance to complete the projects without any hindrance or lack of finance.

f. After Registration of this agreement, if any litigation arises due to the act of the Developer or any personacting through or under him, then it shall be defended by the Developer alone at Developer's costand Developer undertakes to indemnify the Society and its members against the same.

g. Neither the Society nor any of the Members will be responsible in any manner for act of omissionor commission of the Developer and the Developer alone shall be responsible for all their acts, representations, contracts, promises, assurances and omissions and for the same the Developer keeps indemnified the Society/members/and office bearers.

h. Till the plans are finalized by MHADA/BMC/MCGM or other planning authority, the Developer undertakes to share a conceptual layout of the Project to the Society for the knowledge of its Members. However, notwithstanding any such changes/amendments in the plans, subject to the finalization of plans there will be no change in the carpet area of flats being provided in the Existing Members' Premises.

THE SEAL OF THE SUB REGISTRAR

i. The Developer shall also save harmless, indemnify and keep indemnified and hereby indemnifies the Members and the Society against any claim, loss, costs, charges, etc., that may be made by anyperson whatever against the Members and/or the Society on account of the Developer carrying outthe said development and/or on account of any act of commission or omission by the Developer and/or his servants and agents or on account of the Developer committing a breach of any of the terms and conditions of this agreement and/or on account of non-fulfilling any of his obligations/responsibilities or otherwise under the provisions hereof and shall reimburse the Society/Members all such costs, losses, claims, expenses, damages, suffered by the said Soc Members on account of such breach.

j. Nothing herein contained shall constitute a Partnership or any Joint Venture Relationship between the Society and the Developer nor the Developer shall in any manner incur or create any obligationon behalf of the Members or the Society.

k. The legal Ownership of the said Property shall always belong to the Society except for the Developer's Component. The Developer confirms that the time for the payment of the consideration amount, fulfillment of terms, and completion of construction by the Developer to the Society and/or its Existing Members as per the said Agreement which is set out herein shall be the essence of the contract, subject to the Society and/or the Existing Members complying with the terms of this Agreement.

l. The Developer agrees to use building material of good quality. The amenities used shall be common for the Existing Member's Premises and the Developer's Component. A list of amenities is annexed herewith and marked as **Annexure – "I"**. The Society and Members confirm that the Developer shall not be liable to provide any other additional specifications, fixtures, fittings, and amenities in the Existing Members' Premises, save as set out in Annexure – I. It is specifically agreed between the Parties hereto that theDeveloper shall have the right to change/ substitute the said fixtures, fittings, or amenities, in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/ orquality and for any reasons beyond the control of the Developer. If any change,

as aforesaid becomes necessary, the Developer shall be entitled to choose substitutes and/ or alternatives thereof in consultation with the Managing Committee/PMC. The Developer shall however make reasonable endeavors to ensure that the substitute and/ or alternatives as hereunder agreed, in quality and/ or quantity are similar to the amenities as hereunder agreed in quality and quantity, as far as may be reasonably possible.

	24	324

m. That the Developer shall procure separate water and electric line for carrying on construction on the Society's Property and the Developer shall be liable to clear all the dues of such water and electricity lines used during the construction period.

n. That the Developer shall construct a New Building and that the user of the building shall be Residential-cum-Commercial. The commercial space on the Ground Floor shall be with restrictionsas regards to its usage. The below-mentioned usage would not be allowed perpetually. This clause would be specifically mentioned in all the sale/lease/leave & license/gift deed agreements or transfer of rights in any form, in aforesaid commercial space by any means, by the Developer, while selling or alienating such commercial spaces, further in case of future sales, such prospective buyers/occupier will undertake to adhere by the same. The restrictive negative list is as under:-

a. Liquor shops
b. Poultry Shops/ Mutton Shops
c. Flour mills.
d. Restaurants and Bars
e. Gambling & Lottery Centers
f. Pan Bidi Shops
g. Fast food (except with electronic heating devices)
h. Such other business/activity involving any illegal/immoral activities

The Developers undertakes that barring the commercial space on the Ground Floor, First Floor, and Second Floor (as per the approved plans), the Developers Flats shall be sold to the prospective purchasers for residence purposes only and the same shall be captured in the Sale Agreement to be executed with the prospective purchasers.

o. The Developer undertakes that the Developer shall in no manner deviate from the terms of the Development Agreement and sanctioned plans of the New Building and shall allow the Societies' Architect and RCC consultants to inspect and verify the same.

p. The Developer hereby confirms that the time for the payment of the Hardship Compensation Amount, fulfillment of the terms of the said Agreement shall be the essence of the contract subjectto the Force Majeure events and the Society and/ or the Existing Members complying with the terms of this Agreement.

q. If any legal action/proceedings are initiated by any Statutory Authority due to non-compliance/negligence/delays on the part of the Developer to obtain the necessary Approvals/ Permissions or for any reason whatsoever, the Society/its Members shall not be held responsible for such action initiated by the statutory authority in any manner what so ever and all risks, costs, penalties and any other consequences arising due to the above non-compliance on the Developer's part shall be the sole responsibility and liability of the Developer.

r. Upon execution of these presents, if there is any revision in the FSI/benefits available to the Developer on account of the change in Government Policy, the Developer undertakes to honor its commitment of providing the agreed area in the Existing Members' Premises and/or the compensation payable to the Members as per the terms of this Agreement. Similarly, if any additional FSI / benefits (under any nomenclature) become available up to the date of obtaining the Full Occupancy Certificate, the Developer shall be solely entitled to the same.

s. The Developer undertakes to acquire/purchase the necessary FSI/Development Potential under any nomenclature as well as obtain all the permissions, approved plans, licenses, premiums, etc., in the name of the Society only.

ADJ/1100901/193 /2023/K	
Pages 9	33

t. As on date hereof, there are no winding-up petition insolvency application is pending against the said Developer, and/or the said Developer has not filed any petition for dissolution and or bankruptcy.

u. The Developer shall cause to execute the necessary Lease Deed with MHADA and register the same with Sub-Registrar with regard to the said tit bit area/land in favour of the Society before obtaining Occupation Certificate and also get the mutation effected in the records of rights at theircost.

The aforesaid warranties shall be continuing in nature throughout the existence of this Agreement till the Full Occupancy Certificate is obtained.

4. DEFINITIONS

4.1 For the purpose of this agreement, the following expressions shall have the meaning as given below:

a. **'FSI'** shall mean 'Floor Space Index' and includes FSI that can be availed of by paymentof premium and which is free of FSI i.e. area of balcony, common passage etc. and shall also include the fungible FSI, if applicable and/or available on the said property as per thepresent rules and regulations and shall also include the incentive FSI or compensatory FSIavailable under any schemes permissible under the building regulations and rules framedby MH[illegible]A from time to time and at any time hereafter.

b. **'M.C.G.M.'** shall mean Municipal Corporation of Greater Mumbai and all its Departments.

c. **'MHADA'** shall mean Maharashtra Housing and Area Development Authority and its various departments.

d. **'State'** shall mean State of Maharashtra and its various departments.

e. **'Property'** shall mean the property described in the schedule hereunder written.

f. **'Premium/ incentive FSI'** shall mean the additional buildable area available against payment of some premium to the concerned statutory and Municipal Authorities and also includes FSI that may be available as an incentive as per Municipal rules and regulations.

g. **'members'** shall mean the members occupying the existing building standing onthe said property and mentioned in **Annexure 'B'** hereto and include their respective heirs,executors, administrators and/or assigns.

h. **'Building potential/ Development Potential'** shall mean the entire building potential in respect of the said propertyincluding right to utilize FSI, , MHADA FSI, premium FSI and/or fungible FSI or such other compensatory or incentive FSI as may be sanctioned and/or granted on the said Property by MHADA and the concerned sanctioning local and statutory MunicipalAuthorities under the present rules and regulation including under Regulation 33(5) of theDCR.

i. **'Project'** shall mean the project of development of the said Property by joint development/ amalgamation with adjoining building/ properties of societies belonging to MHADA and constructing thereon residential building/s having basement, podium, stilt plus upper floors residential units by utilizing entire building potential of the said Property includingits FSI, MHADA FSI, premium FSI, Fungible FSI (if and when allowed) or such other compensatory or incentive FSI including under regulation 33(5) or any other provisions of the DC Regulations as may be sanctioned on the said Property from time totime & thereafter sell the premises (**"Saleable Component"**) constructed thereon to thirdparty flat/shop purchasers.

j. **'Offer letter'** shall mean a letter issued by competent authority i.e. MHADA for sanctionof

project and offer for grant of FSI for project on certain terms and conditions as enumerated in the letter.

करल - १

१६८७	८०/३२५	
२०२३		

k. **'Amalgamation'** shall mean the Clubbing or joint development of one or more societies/ plots in the samelayout/societies adjacent to the said Property or within the Subhash Nagar Chembur layout including Building No. 45.

l. **'Carpet Area'** in relation to Existing Members' Premises shall be computed in accordancewith the definition of the term 'Carpet Area' as provided in Section 2 (k) of the Real Estate (Regulation and Development) Act, 2016

m. **'Force Majeure'** for the purpose of this Agreement shall mean all events including but not limited to acts of God, war, fire, earthquake, floods, pandemic, invocation of NDMA/Epidemic Diseases Act, riots or break in supply chain or change in government policy or delay in grant of approvals or any other event beyond the reasonable control ofthe Developer including any notice, order, rule, notification of the Governmental Authority (as defined below) affecting the redevelopment of the said Property. Any restraint and/or injunction and/or prohibition order of the Court and/or any other judicial or quasi-judicial authority and/or any statutory authority affecting the redevelopment of the said Property, any notification, change in law and/or regulations, which materially affects the development of the Property. On the occurrence of an event of Force Majeure, all the obligations of the Developer shall be suspended, and the Developer shall not be liable forany of its performance, except payment of the Monthly Transit Rent to the Member. All the time period of performances of the Developer under this Agreement shall stand automatically extended with such time as the subsistence of an event of Force Majeure.

4.2 It is clarified that in this agreement, unless the context otherwise requires, headings and under linings are for convenience only and do not form part of this agreement and/or affect the interpretation or meaning of this agreement.

a. Words importing the singular include the plural and vice versa
b. Words importing a gender include any gender,
c. An expression importing a natural person includes any company, partnership, association, corporation or other body corporate,
d. A reference to anything includes a part of that thing,
e. A reference to statutes or ordinance shall include any statutes or ordinances amending consolidating or replacing the same,
f. A reference to a party to a document includes that party's successors and permittedassigns,
g. Where the day on or by which any thing is to be done is not a business day, that thing mustbe done on or by the subsequent business day, and
h. Preambles, exhibits, schedules, addenda and annexures attached to this agreement are by reference made a part of this agreement.

5. TITLE OF THE PROPERTY:

5.1 The Society confirms and declares that the Society is the Lessee of the said Property and said Property is free from all encumbrances. The Society for the purpose of verification of title has handed over to the Developer and/or their advocates copies of all the original documents of title and the documents set out in the recitals of this agreement and have given inspection of the original documents to enable them to investigate the title to the said property prior to the execution of this Agreement.

5.2 No notice from Government or any other local body or authority or under the Maharashtra Municipality Act or the Epidemic Diseases Act or Land Acquisition Act or Bombay Land Requisition Act or Town Planning Act, the Defense of India Act or under any other legislativeenactment, Government Ordinance Order or Notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Society or on any person interested in the said Property or any part thereof;

5.3 The Society has not created any easement or license over or in respect of the said Property or any part thereof;

ADJ/1100001/193/2023/K	
Pages 19	83

5.4 The Developer hereby declares that :-

a) The Developer has visited the site of the said Property for re-development and are awareof the present physical condition of the site. The Developer has also verified all the Original Document of Title to the said Property and has satisfied itself that the said documents are sufficient enough for undertaking the process of redevelopment of the saidSociety Building. The Developer has also verified the plot area and capability of receiving/loading TDR/FSI/ECFSI/LAYOUT FSI/FUNGIBLE FSI and any other FSI and shall not raise any objections in respect of the same at a later date.

b) The Developer shall for and on behalf of the Society and in the name of the Society be entitled to submit to the concerned Municipal Corporation (Building Department)/ MHADA and all other concerned authorities Plan for getting the said Property re- developed and get the same sanctioned. The Developer shall also at all times be entitled to reasonably alter and or modify the building Plan/s as they may desire and as permittedin accordance with the rules but without in any manner affecting the area and location ofthe Existing Members Premises allotted to the existing society member/s.

c) The Developer shall submit to the society for its record a true copy of the said approved Plans, IOD (Intimation of Disapproval, Commencement Certificate (CC), amendments/ modifications, and all other permissions, approvals, orders, correspondence, etc. in respectof the said New Building. The Developer also agrees to provide a copy of correspondence made to the authorities concerned with the said Project. In case the Developer is requiredto alter the Plans by the authorities, prior intimation to the Society is mandatory. In No case the area of the Existing Members' Premises shall be reduced on account of the alternation/amendments of the Plans.

d) It is hereby declared and agreed that the subject matter of this Agreement is confined to the re-development of the said Property as is herein contemplated, that such redevelopment is to be carried out by demolition of the said Old Building and constructionof a New Building (hereinafter referred to as the "**New Building**") as may be permitted by MHADA/MCGM or any other competent government authority, on the said Property.

6. **GRANT OF REDEVELOPMENT RIGHTS:**

6.1 The Society and its Members hereby appoint the Developer and grant to the Developer full, exclusive, and absolute development rights in respect of the said Property and the Society he confirms that the Developer shall demolish the Old Building and construct the New Building on the said Property as per clause 33 (5) of DCPR 2034 and/or applicable laws, rules and regulations of the MHADA and/or MHADB and/or MCGM and/or any other Governmental Authorities.

6.2 The Developers, in order to make the proposal viable, shall be entitled to purchase and utilize FSI / development potential (under any nomenclature) also other premium FSI as may be permissible. The Developer shall purchase and acquire the FSI / development potential (under any nomenclature) and premium FSI in the name of the Society only and at the costs, efforts and expenses of the Developer. The FSI / development potential (under any nomenclature) purchased in the name of the Society shall be free from all encumbrances, charges, defects, lien, etc. and all consideration in that regard shall be paid bythe Developers only. All expenses pertaining to giving effect of transfer of FSI / development potential (under any nomenclature) in the name ofthe Society in the records of the Corporation shall be incurred exclusively by the Developers.

6.3 It is specifically agreed and understood between the parties hereto that the Developer, in its sole discretion, shall be entitled to amalgamate the said Property with any other neighboring/ adjoining property in Chembur Subhash Nagar Layout. The Society and the Members hereby grant their consent to amalgamate the said Property with the adjacent property i.e. Building No. 45 i.e. Subhash Nagar Trinity Co-operative Housing Society Limited, a Co-operative Housing Society and proceed with the joint development of the amalgamated plot. The Society and the existing Members undertake and agree to comply with the required formalities in respect thereof.

In such event, the Societies shall merge into a single society i.e. Chembur Jyoti Niketan Co-operative Housing Society Limited shall merge into Subhash Nagar Chembur Trinity Co-operative Housing Society Limited or in any other manner as may be decided by the Developer. As far as possible and subject to planning constraints, the Developer agrees to accommodate the members of these two societies in the lower floors of the separate wing, however, the Developer shall be at liberty to construct composite building/ wings or separate building / wings for rehabilitation of members of these societies. It is agreed that the Developer shall accommodate the Society members of the Building No.44 in Wing B of the New Building to be constructed.

6.4 The Developers shall be entitled to display their name board/s on the said Property immediately after the execution of these presents and the same shall be kept on display upto the handover of the new building to the Society.

6.5 The Developers shall be entitled to create third party rights in relation to the sale of the Developer's Component.

6.6 It is hereby agreed that all costs and expenses of and related to the redevelopment project including the entire cost of construction/ that may be incurred herein from the time of the handing over of the vacant possession of the said Property to the Developer upto the time the Developer reinstating the Existing Members in the New Building upon receipt of the OccupationCertificate, shall be borne and paid by the Developers alone. The said costs shall include, but not be limited to the cost of construction, architects' fees, Legal Advisor Charges, municipal charges and Taxes for redevelopment period, cost of purchase of FSI/ Development potential (under any nomenclature)/ fungible FSI / premium FSI or otherwise whatsoever or LUC taxes payable to the concerned MHADA and MCGM, statutory authoritiesor otherwise whatsoever from the Handover date till obtaining the Occupation Certificate.

6.7 The Developer shall be entitled to develop the said Property as per the approved plans as may be revised and approved by the concerned planning authority or authorities and under any scheme prescribed under the Development Control Regulations for Greater Mumbai, 2034 including in accordance with the D.C. Regulation 33(5) of the Development Control Regulations for Greater Bombay, 2034 as amended up to date and as amended from time to time or under any other housing scheme formulated under any statute by consuming/exploitingthe maximum FSI in all formats that will be available in respect of the said Property as per the provisions of law, as per the present norms and rules, provided that the area of Existing Members Premises agreed to be given to the Existing Members shall not be reduced.

6.8 The Developer shall, at their own costs and responsibility, obtain all necessary NOCs, permissions, sanctions and extensions etc. and shall also be entitled to apply for modifications or variations in such sanctions/ permissions from the M.C.G.M., MHADA and/or any other concerned statutory and municipal authority or authorities for the development of the said Property and construction of the New Building. The Society shall provide consent and extend all necessary co-operation for obtaining the NOCs.

6.9 For the purpose of development of the said Property, the Developer shall be entitled to make optimum utilization of the entire building potential of the said Property as per the present rules and norms and for the purpose to avail all the benefits accorded under various statutes for the time being in force.

6.10 Notwithstanding anything to the contrary contained in this Agreement, the Parties agree, declare and confirm that, upto the receipt of the Full Occupation Certificate, there shall be no restrictionon the Developer in consuming any type of FSI (by whatever name called) and any quantum FSI on the said applicable provisions of the DCPR as the same be amended from time to time.

6.11 The ownership of the new building/s/structure shall vest in the Society alone. The prospective flat/shop purchasers shall be admitted as member of the Society, and will have right to use and occupy their respective flat/shop as member of the Society and to hold the same under the provisions of the Maharashtra Co-operative Societies Act, 1960(MAH.XXIV of 1961).

ADJ/1100001/ 193 / 2023K
Pages 13 | 83

7. APPOINTMENT OF ARCHITECTS, CIVIL ENGINEERS AND OTHER CONSULTANTS:

The Developer shall at their own costs be entitled to appoint architects and/or Civil Engineers and/or other contractors, labour contractors or sub-contractors or experts or other workers or personnel or professionals of their choice for the purpose of carrying out the project of development contemplated by this agreement including for preparing and submitting, lay-out and building plans for sanction by MHADA/MCGM and other concerned authorities.

8. CONSIDERATION FOR GRANTING DEVELOPMENT RIGHTS:

8.1 PERMANENT ALTERNATIVE PREMISES:

a. As per the agreed terms, the Developer shall provide to each Existing Member a new Flat on ownership basis in the proposed New Building each having **600 sq. ft. MOFA Carpet Area**. The exact RERA carpet area will be mentioned in PAAA after finalization of plans. The said area to be constructed by the Developer for the existing members of the said Societyis hereinafter referred to as **'Existing Members Premises'**. The Developer shall provide amenities in the Existing Members Premises as mentioned in the list of amenities annexed herewith as Annexure 1.

b. Before giving Possession Notice, one sample Flat from the Exiting Members Premises shall be jointly surveyed by the Society's authorized representative along with the representativeso...e Developer. Increase/Decrease in the agreed area of the Existing Members Premises upto 3% (Three Percent) is acceptable to both the Developer and the Existing Members. If the decrease in the agreed area of the Existing Members Premises is in excess of 3%, then the same shall be refunded by the Developer to such Member at the current market rate.In the event of the increase in the area of the Existing Members Premises over 3% of the agreed area, then the same shall mutually compensated by the Member to the Developer.

c. The Developer shall use its best endeavors to execute a Permanent Alternate Accommodation Agreement (PAAA) with each member for the Existing Members Premises after expiry of 30 days of the issue of the Letter of Entry by the Society to the Developer, but in no case the Tenure in which the PAAA shall be delayed by the parties hereto beyond 90 days fromthe date of issue of the Letter of Entry by the Society to the Developer. ~~Not acceptable~~

d. In addition to the Existing Members Premises, the Developers shall also provide to the ...d Society, Society office premises for society office and also watchman cabin in the building alongwith a common toilet at the ground floor for utility staff, watchman, drivers etc., and will hand over the same to the Society free of cost as per BMC/MCGM/MHADA permittedrules. These structures shall be provided only out of the free FSI and as per the norms, rulesand regulations of the BMC/MCGM/MHADA.

e. The Developer will ensure that all the norms of the construction of the New Building as provided by MHADA/MCGM and all stipulated Government authorities shall be followed strictly including the permissible height of building, the overhead water tank and Lift Machine Room. The height of each flat/shop between clear flooring and clear ceiling shall be as per the D.C. Rules and Regulations.

8.2 CAR PARKING SPACES

a. It is agreed that the Developer shall provide Car Parking area (mechanical/ stack/ basement/ pit/ puzzle) in the proposed new building (without consuming FSI) as per DC Rules & MCGM norms.

b. The Developer shall allot **18 (Eighteen) car parking spaces** (covered/ stilt/ stack/ basement/pit/ puzzle) to the Society for its Existing Members.

c. Allotment of Car Parking Spaces (covered/ stilt/ stack/ basement/pit/ puzzle/ put) to the Developers Car Parking to any prospective Flat/Shop Purchaser in the Sale area shall be right/ entitlement/ prerogative of the Developer. The Developer shall be entitled to sell and/or allot Car Parks to its prospective customers at sole discretion of Developer and theSociety agrees and shall be bound to honour the same. The Society agrees and assures thatSociety will NOT cancel/ allot/ re-allot the allotted parking spaces to the prospective Flat/Shop Purchaser under any circumstances.

d. The Developer agrees to make necessary provisions (channels/conduits) for installations of the charging units for Electric Vehicles at a later stage.

e. It is specifically agreed by the Developer that they will not sell car parking spaces in the New Building to any outsider who is not a purchaser of the flats/shops in the said New Building. The Developer shall also provide Visitors/Emergency Car Parking as perBMC/MCGM/MHADA rules. The Developer undertakes to share the details of the manufacturer and the design of the Car Parking to be installed in the New Building with the Society after receipt of Full Occupation Certificate. The Developer further undertakes to share the parking plans with the Society after receipt of Full Occupation Certificate. The Members Car Parking Spaces shall be [illegible] the Society as may be mutually decided by the Members in the [illegible] Meeting.

8.3 THE EXISTING BUILDING(S)[OLD BUILDING[S]

In the entire Layout of 874.19 many such parcels of land were developed by M.H.A.D.A. out of which one portion of land was bearing Survey No. . 67-71 and on said portion M/s [illegible] had constructed 'Building No. '44' having Ground plus 2 (two) upper floors consisting of 36 Tenements inall which were sold to various purchaser who later formed themselves into Co-operative Housing Society Limited of their respective building. That Carpet Area and Built Up Area of the existing tenements are detailed below;

TOTAL BUILT UP IN SQ. MTS.	BUILTUP AREA in sq. mt.	BUILTUP AREA sq. ft.
	30. 56	329
	1100.31 Sq. Mts.	11,844 Sq. Fts.

9. **FINANCE ARRANGEMENT – Corpus (Hardship Compensation), Transit Rent,Brokerage & Shifting**

9.1 **CORPUS (HARDSHIP COMPENSATION)**:

a. The Developers shall pay to each of the Existing Members of the Society Rs. 4,00,000/- (Rupees Four Lakhs only) as corpus fund /Hardship Compensation in the following manner;

(i) Rs. 1,00,000/- (Rupees One Lakh only) shall be paid to each member/s at the time of registration of the Development Agreement;

(ii) Rs. 1,00,000/- (Rupees One Lakh only) shall be paid to each member/s, after all the members of the Society hand over vacant possession of their respective Tenement to the Developer; and

(iii) Rs. 2,00,000/- (Rupees Two Lakhs only) shall be paid to each member/s at the time of hand over of vacant and peaceful possession of the Existing Members Premises to the respective member/s of the Society. Each existing member of the Society

करल - १
ADJ/1100901/ 193/2023/K
Pages 15 83

agreed to contribute a sum of Rs. 25,000/- (Rupees Twenty Five thousand only) towards repairs and contingency funds. As mutually agreed, the Developer shall deduct a sum of Rs.25,000/- (Rupees Twenty Five thousand only) per existing member from the above corpus installment payable to the existing members, and deposit the said amount with the Society.

करल - १

७ Dec	९२३२५
२०२३	

b. Any amount recoverable from the members such as liquidated damages, dues, charges etc. or any amount paid by the Developer on behalf of the members or society shall be adjusted from the corpus fund/ hardship compensation of the individual Member.

9.2 TRANSIT RENT

a. The Society shall ensure that all its Existing Members vacate their existing tenements and co-operate with the Developer to enable the Developer to demolish the existing building andconstruct a New Building in its place and stead. To enable such Existing Members to arrange for such temporary alternative accommodation during the period of redevelopment of the said Property, the Developer shall pay to each of the Existing Member of the SocietyMonthly Rent Compensation of Rs. 28,000/- (Rupees Twenty-Eight Thousand only) towards Transit Rent and there shall be an increment of 5% (Five percent) in the rent every year on year upto the expiry of 30 days of the Possession Notice issued by the Developer inrespect of the Existing Members Premises to the respective member/s of the Society upon receipt of the Occupation Certificate.

b. Transit Rent shall be paid per member for his/her/ their existing tenements from the 31st day from the vacation notice (provided the members actually hand over of vacant possession of their respective tenements to the Developer within the notice period) till the expiry of 30 days of the Possession Notice issued by the Developer to the Existing Members of the Society to take possession of Existing Members Premises in the proposed New Building ("**Possession Notice**") alongwith the copy of the Occupation Certificate. If the member fails to take possession of the Existing Members Premises within 30 (Thirty) days from the receipt of the Possession Notice, the liability of the Developer to pay the transit compensation shall thereafter come to an end.

c. Transit Rent for the first three months shall be paid by Cheque and thereafter by advance of the amount as payable for the respective period through NEFT/RTGS to the Bank Accounts of the Existing Members. The Developers undertake to make the payment of Transit Rent for that month on or before the 7th day of that month.

d. It will be the sole responsibility of each Existing Member to find temporary alternate accommodation on their own and the Developer has no liability or obligation in this regard.

9.3 BROKERAGE & SHIFTING

a. The Developer shall pay one-time payment to each of the Existing Members a lump sum amount of Rs. 15,000/- (Rupees Fifteen Thousand only) towards shifting charges for shifting their belongings from the existing tenements to their temporary alternate accommodation.

b. It is further agreed by the Developer that they shall pay a one-time amount equivalent to Rs.28,000/- (Rupees Twenty-Eight Thousand only) as brokerage at the time of the Existing members handing over vacant and peaceful possession of their respective tenement to the Developer through the Managing Committee.

9.4 The cheques for Corpus, Transit Rent, Brokerage & Shifting shall be handed over by the Developer to the members of the Society against handing over vacant peaceful possession of their respective existing tenements. The Developer undertakes not to issue any notice or instructions either to its Bankers or the Society/Members for not presenting the cheque for