369/5071
Friday,March 24 ,2023
8:59 PM

पावती

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

पावती क्रं.: 5732 दिनांक: 15/03/2023

गावाचे नाव: चेंबूर
दस्तऐवजाचा अनुक्रमांक: करल1-5071-2023
दस्तऐवजाचा प्रकार : विकसनकरारनामा
सादर करणाऱ्याचे नाव: रोहा रियल्टी प्रायव्हेट लिमिटेड चे संचालक हर्षवर्धन एस टिब्रेवाला तर्फे कबुलीजबाबकरिता कु मु म्हणुन योगेश मोरे

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 8300.00
पृष्ठांची संख्या: 415	
एकूण:	रु. 38300.00

DELIVERED

दु निबंधक कुर्ला 1
सह. दुय्यम निबंधक
कुर्ला-१ (वर्ग-२)

बाजार मुल्य: रु.102054500 /-
मोबदला रु.164109000/-
भरलेले मुद्रांक शुल्क : रु. 8239530/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH016759660202223E दिनांक: 15/03/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.300/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1503202305037 दिनांक: 15/03/2023
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1503202301694 दिनांक: 15/03/2023
बँकेचे नाव व पत्ता:
4) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1503202301622 दिनांक: 15/03/2023
बँकेचे नाव व पत्ता:
5) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1503202304974 दिनांक: 15/03/2023
बँकेचे नाव व पत्ता:

Receipt (pdf)

6) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1503202304910 दिनांक: 15/03/2023
बँकेचे नाव व पत्ता:

CHALLAN

MTR Form Number-6

GRN	MH016759660202223E	BARCODE		Date	14/03/2023-15:56:38	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	2022-2023 One Time	Flat/Block No.	CTS NO. 828 (PART) SUB 828/94 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 7 1
Remarks (If Any)	PAN2=ABNAS2140N~SecondPartyName=SUBHASH NAGAR CHEMBUR TRINITY CO OPERATIVE HOUSING SOCIETY LIMITED~
Amount In Words	Thirty Thousand Rupees Only

DEFACED ₹30000.00 DEFACED

कुरला - १ ५७९ १ २०२३

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332023031512415	724139371
Cheque/DD No.		Bank Date	RBI Date	15/03/2023-13:24:41	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

SEAL OF THE SUB REGISTRAR KURLA-1

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 कार्यालय, नोंदणी करावयाच्या दस्तांसाठी 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)-369-5071	0008356894202223	15/03/2023-15:43:22	IGR197	30000.00

Print Date 15-03-2023 03:43:40

GRN : MH016759660202223E Amount : 30,000.00 Bank : IDBI BANK Date : 14/03/2023-15:56:38

Total Defacement Amount	30,000.00

करल - १

५७७	२	७५५
२०२३		

THE SEAL OF THE SUB REGISTRAR KURLA-1

Print Date 15-03-2023 03:43:40

CHALLAN
MTR Form Number-6

GRN	MH016759660202223E	BARCODE		Date	14/03/2023-15:56:38	Form ID	

		Payer Details	
Department	Inspector General Of Registration	TAX ID / TAN (If Any)	
Type of Payment	Registration Fee Ordinary Collections IGR	PAN No.(If Applicable)	AAICP6099F
Office Name	KRL1_JT SUB REGISTRAR KURLA NO 1	Full Name	ROHA REALTY PVT LTD
Location	MUMBAI	Flat/Block No.	CTS NO. 828 (PART) SUB 828/94 TO 828/117,
Year	2022-2023 One Time	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 7 1
Remarks (If Any)	PAN2=ABNAS2140N~SecondPartyName=SUBHASH NAGAR CHEMBUR TRINITY CO OPERATIVE HOUSING SOCIETY LIMITED~
Amount In Words	Thirty Thousand Rupees Only

करल - १
१०७३ 3 ३१
२०२३

Payment Details	IDBI BANK
Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK			
Bank CIN	Ref. No.	691033[illegible]0371	
Bank Date	RBI Date	15[illegible]:24:41	Not Verified with RBI
Bank-Branch		IDB[illegible]	
Scroll No. , Date		Not Verified with Scroll	

Mobile No. [illegible]9710040291

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for un[illegible]
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या [illegible] लागू नाही.

Print Date 15-03-2023 01:24:52

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1503202301622	Receipt Date	15/03/2023

Received from SELF, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 5071 dated 15/03/2023 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	15/03/2023
Bank CIN	10004152023031501498	REF No.	5111602190
Deface No	1503202301622D	Deface Date	15/03/2023

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

कुरला - ९
५०७१ | २०२३

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1503202301694	Receipt Date	15/03/2023

Received from SELF, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 5071 dated 15/03/2023 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	15/03/2023
Bank CIN	10004152023031501563	REF No.	5111603323
Deface No	1503202301694D	Deface Date	15/03/2023

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

कुरला - ९
४०६९ | ५ | ४३५
२०२३

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1503202305037	Receipt Date	15/03/2023

Received from SELF, Mobile number 0000000000, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered on Document No. 5071 dated 15/03/2023 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

DEFACED
₹ 300
DEFACED

Payment Details

Bank Name	PUNB	Payment Date	15/03/2023
Bank CIN	10004152023031504546	REF No.	5111642527
Deface No	1503202305037D	Deface Date	15/03/2023

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

कुरला - 9
५०५१ | ८ | ०३
२०२३

THE SUB REGISTRAR MUMBAI

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1503202304910	Receipt Date	15/03/2023

Received from SELF, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 5071 dated 15/03/2023 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	15/03/2023
Bank CIN	10004152023031504432	REF No.	5111641195
Deface No	1503202304910D	Deface Date	15/03/2023

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

कुर्ला - १
५०७१
२०२३

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1503202304974	Receipt Date	15/03/2023

Received from SELF, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 5071 dated 15/03/2023 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	15/03/2023
Bank CIN	10004152023031504487	REF No.	5111641892
Deface No	1503202304974D	Deface Date	15/03/2023

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

कुर्ला - ९
१०७९
२०२३

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1503202304910	Date	15/03/2023
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	15/03/2023
Bank CIN	10004152023031504432	REF No.	5111641195
This is computer generated receipt, hence no signature is required.			

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1503202304974	Date	15/03/2023
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	15/03/2023
Bank CIN	10004152023031504487	REF No.	5111641892
This is computer generated receipt, hence no signature is required.			

कुरला - १
४०५७ | २ | ०२५
R052

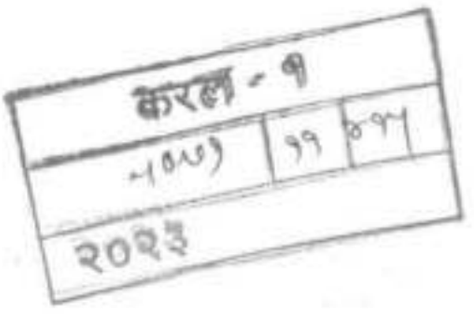
Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1503202305037	Date	15/03/2023
Received from SELF, Mobile number 0000000000, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	PUNB	Date	15/03/2023
Bank CIN	10004152023031504546	REF No.	5111642527
This is computer generated receipt, hence no signature is required.			

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1503202301622	Date	15/03/2023
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	15/03/2023
Bank CIN	10004152023031501498	REF No.	5111602190
This is computer generated receipt, hence no signature is required.			

कुरला - १
४७०९ | ९० | ४९५
२०२३

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	1503202301694	Date	15/03/2023
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	15/03/2023
Bank CIN	10004152023031501563	REF No.	5111603[illegible]
This is computer generated receipt, hence no signature is required.			

THE SEAL OF THE SUB REGISTRAR KURLA 1 OF THE DISTRICT MUMBAI SUB-URBAN DISTRICT


करला - १
२०२३


THE SEAL OF THE SUB REGISTRAR KURLA-I
उपखण्ड अधिकारी कुरला

१) सीएन परिपत्रक क्रमांक, २०००/९४/प्र.क्र.२५/म-१, दि. २४/३/२०००.
२) जे.स.दि.म.मु.नि., पुणे यांचे पत्र क्र.का-३/संगणक/मुद्रांक चोरी दुरुस्ती/०६/३९९, दि.४/१०/२००६.

2019

HEAD OFFICE : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001
OFFICE : COLLECTOR OF STAMP (KURLA), NEW ADMNISTRATIVE BUILDING, GROUND FLOOR, RAMKRISHNA, CHEMBURKAR MARG, MUMBAI - 400 071. **B** 064999

RECEIPT FOR PAYMENT TO GOVERNMENT **NOT TRANSFERABLE**

Receipt No.

Receipt Date : 23/02/23

Received From : Poha Realty P. Ltd

On Account of :

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

DELIVERED
13 MAR 2023

कुर्ला - १
४०७ | ९२ | ०५५
२०२३

Case No.

Lot No. : Lot Date : Total D.O. :

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	In Rupees

DELIVERED
13 MAR 2023

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

Rupees :

ier / Accountant

Signature / Designation

मुद्रांक जिल्हाधिकारी, कुर्ला यांचे कार्यालय

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

जा.क्र/ मुजीकु / आदेश / ११५१ / 23 दि. 13/03/2023

(महाराष्ट्र मुद्रांकअधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/1100901/101/2023 अन्वये पक्षकार M/S. ROHA REALTY PRIVATE LIMITED यांनी दिनांक 28/02/2023 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	SUBHASH NAGAR CHEMBUR TRIANGLE CHS LTD.
The Developer	M/S. ROHA REALTY PRIVATE LIMITED
The Members	Prabhavati C. Singh & Other
Detail of the Property	
Village	Chembur
Taluka	Kurla
Plot Area	795.94 Sq.Mtrs. + Tit bit 121.22 Sq.Mtrs = 917.16 Sq.Mtrs
Members	36
C.T.S No	828 (Part) Sub 828/94 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

करल - १ ४३ ३१५ २०२३

THE SEAL OF THE SUB REGISTRAR KURLA-1

संबंधित दस्ताबाबत सहाय्यक नगर रचनाकार यांनी खालील प्रमाणे अहवाल [illegible] आहे.

अभिनिर्णयाकरीता प्राप्त झालेला उपरोक्त दस्त हा Development Agreement चा दस्त असुन निष्पादित झालेला नाही. दस्ताचे अवलोकन केले असता असे दिसुन येते की, दस्तात नमुद Sheduled नुसार भुखंडाचे एकुण क्षेत्र ९१७.१६ 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 २२६०.४० चौ.फुट कारपेट म्हणजेच २४०८.९२ चौ मी

बाधिव क्षेत्र विनामुल्य देणार आह, तसेच १८ कार पार्कीग देणार आहे. दस्तात नमुद केल्यानुसार विकासक सभासदाना भाडे , बोंकरेज 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 परी. "u" 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 भुखडेधारक सोसायटी यांना विनामोबदला मिळणारे बांधकाम क्षेत्रा वजा जाता विकासकास विक्रीसाठी उपलब्ध क्षेत्राचे जमिनदराने येणारे मुल्य हे विकसनकर्तांला 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 नुसार करण्यात येत आहे. सविस्तर मुल्यांकन सादर

Area of plot						917.16	
FSI permissible						3.00	
Permissable B/U area						2751.48	
Fungible FSI		2751.48			35%	963.02	
Total Permissible Builtup area						3714.50	
Nos of Society member						36	
Area retained by Society members						2408.92	
Area available to developer						1306	
3714.50		2408.92					
Value Of Developer Area						₹ 12,07,65,786	A
1305.58	X	92500					
Less value of Fungible FSI premium						₹ 1,87,11,520	B
963.02		1100.16	X	35%	385.06		
577.96	X	92500	X	35%			
Value of Developers area(A-B)						₹ 10,20,54,266	
					Say Rs.10,20,54,500/-		
			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						₹ 1,20,44,610	J
2408.92	X	5000					
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)						₹ 16,41,08,602	
					Say Rs.16,41,09,000/-		
Security Flat							
61.34	X	185190				₹ 1,13,59,238	
					Say	₹ 1,13,60,000	

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वरील प्रमाणे दस्तातील मिळकतीचे मोबदला मुल्य Rs. 16,41,09,000/- हे बाजारमूल्य Rs. 10,20,54,500/- पेक्षा जास्त असल्याने मोबदला Rs. 16,41,09,000/- जास्तीचे मुल्य असल्यामुळे त्यावर मु.शु. आकारणे योग्य वाटते, त्यानुसार मुद्रांक शुल्क आकारणी खालीलप्रमाणे

A.V.	Article	Stamp Duty
Rs. 16,41,09,000/-	5(g-a)	Rs. 82,05,450/-
Security Flat Value Rs.1,13,60,000/-	54	Rs. 34,080/-
		Rs. 82,39,530/-

सदर सहाय्यक नगर रचनाकार यांचे अहवालानुसार अर्जदार यांस दि ०३/०३/२०२३ रोजी मुद्रांक शुल्का बाबतचे अंतरीम आदेश देण्यात आले होते. त्या अंतरिम आदेशाच्या अनुषंगाने अर्जदारा M/S. ROHA REALTY PRIVATE LIMITED यांनी रोजी दि १३/०३/२०२३ 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.

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अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या दस्तास महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या अनुसूची १ मधील अनुच्छेद ५ (g—a) नुसार मुद्रांक शुल्क रु. ८२,३९,५३०/- देय असल्याबाबत जा.क्र.अभि/ आदेश/१०२२/२३ दिनांक. ०३/०३/२०२३ अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा पक्षकार यांनी केला असल्याने दिनांक. १३/०३/२०२३ रोजी विरुपित केलेल्या चलना वरुन दिसुन येत असल्याने दिनांक. **०३/०३/२०२३** 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 ४०००२१ 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
पत्ता	Office A- 44, 45, JJT House, Road No. 2, MIDC Andheri (East), Mumbai — 400 093
पत	सह दुय्यम निबंधक कुर्ला कार्यालय क्र.१/२/३/४/५
Signature	
Name of authorized person	
Mobile No	
Date	

मुद्रांक जिल्हाधिकारी कुर्ला

CHALLAN
MTR Form Number-6

GRN	MH016590552202223E	BARCODE		Date	10/03/2023-16:44:29	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	2022-2023 One Time	Flat/Block No.	
Account Head Details	Amount In Rs.	Premises/Building	
0030050801 Amount of Tax	8239530.00	Road/Street	
		Area/Locality	
		Town/City/District	
		PIN	
		Remarks (If Any)	ADJ/1100901/101/2023/K
Total	82,39,530.00	Amount In Words	Eighty Two Lakh Thirty Nine Thousand Five Hundred Thirty Rupees Only
Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN / Ref. No.	691033320230313115 93 / 724012241
Cheque/DD No.		Bank Date / RBI Date	13/03/2023-13:09:13 / Not Verified with RBI
Name of Bank		Bank-Branch	IDBI BANK
Name of Branch		Scroll No. , Date	Not Verified with Scroll

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DEFACED ₹8239530.00 DEFACED

Department ID : Mobile No. : 7045666608

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 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		0008308925202223	13/03/2023-16:33:52	IGR241	8239530.00
			Total Defacement Amount		82,39,530.00

Print Date 13-03-2023 04:33:55

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२०२३		



GRN = MH016590552202223E - dt 10-3-23
Def = 00083089252022223 — dt. 13/03/23

AV = 16,41,09000/-
MV = 10,20,54,500/-
Area = 917.16 Sq mtr

Certificate u/s 32 (1)of the Bombay Stamp Act, 1958
Office of the
Collector of stamps, Kurla
ADJ No.: 1100901/101/23/K
Date:
Received from shri. M/S Roha Realty Pvt Ltd
Residing at
Stamp duty of Rs.($82,39,530/-$ Rs Eighty two lakhs Thirty Nine thousand five hundred thirty Only)
Vide challan No. GRN Dated 13/03/23
Certified under Section 32 (1) (b) of the Bombay Stamp Act, 1958 that the full duty Of Rs.(82,39,530/- (Rs Eighty two lakhs Thirty Nine thousand five hundred thirty only)
With Which this instrument is chargeable
Has been paid u/article No. 5(g-9)
Of Schedule
This Certificate is subject to the provisions Of section 53 A of Bombay Stamp Act, 1958
Place. Kurla
Date 13/03/23
Collector of Stamps
Kurla

सह दुय्यम निबंधक कुर्ला

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and executed at Mumbai on this 15th day of MARCH 2023,

BETWEEN

Subhash Nagar Chembur Trinity Co-operative Housing Society Limited, a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG/7646 year 1981 and having its address at Building No. 46, Subhash Nagar, Chembur (East), Mumbai – 400 071, hereinafter referred to as **'THE SOCIETY'** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the 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**;

AND

M/S. ROHA REALTY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, 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:**

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AND

All 36 Members of the Society having their respective address on the tenements shown opposite to their respective names in the **Second Schedule** hereto in the Building namely Building No. 45 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".

WHEREAS:

a) 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 828/94 to 828/117 at Village Chembur, Subhash Nagar, Chembur (East), Mumbai – 400 071 in the registration Sub-District of Kurla, Mumbai Suburban District, admeasuring 795.94 Sq. mtrs., or thereabout (hereinafter referred to as **"the said Land"**) together with structure standing thereon bearing Building No. 45 (hereinafter referred to as **"the Old Building"**) and Tit bit Area of 121.22 Sq. mtrs. or thereabout (hereinafter referred to as **"the said Tit bit area"**) aggregating to 917.16 sq. mtrs. The said Land, the said Tit bit area and the Old Building are hereinafter collectively referred to 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 line on the plan thereof hereto annexed and marked as **Annexure "A"**.

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 Allottees in possession of their respective tenements.

c) The Allottees of the tenements in Building No: 45 consisting of ground plus 2 upper floors (hereinafter called **"the Old Building"**) came together and formed a Co-operative Housing Society viz. Subhash Nagar Chembur Trinity Co-operative Housing Society Limited which is duly registered under provisions of Maharashtra Co-operative Societies Act, 1960 vide Registration No. BOM/HSG/7646 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 out in **Annexure "B"** annexed hereto. The carpet area per tenement of all members is about is 212.37 sq. ft. equivalent to 19.73 sq.mt (as per sale deed dated 23/11/2000)The said members are hereinafter collectively referred to as the **"Existing Members".**

e) Under an Indenture of Lease dated 23/11/2000 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 favour of the Society "Lessee" the said plot on Lease for a period of 99 years with effect from 01/04/1980 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. **ADJ/NO.1636/2000/2048**, Copy of the Index II is annexed to this Indenture at **Annexure "C".**

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f) By and under an Indenture of Sale dated 23/11/2000 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. **ADJ/NO.1636/2000/2048,** MHADA sold and conveyed to the said Society the said Old Building. Copy of the Index II of the said Sale Deed is annexed herewith as **Annexure "D"**.

g) The said Old Building was constructed somewhere in the year 1960 and because of normal wear and 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 CDIC Private Limited, having their office at Tilak Nagar, Chembur, Mumbai – 400 089, as the 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 to do other ancillary activities for the purposes of re-development of the said Society.

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 are not 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 23/07/2022 unanimously agreed to call for offers from prospective Developers 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, balance FSI and potential balance layout FSI, FSI in the form of Transfer of Development Rights (TDR), under of roads, Garden and/or plots under Reservations and/or of Slum could be consumed for construction of additional area on the said Property 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 23/07/2022, a majority of the Members have resolved to redevelop the said Property by utilizing basic FSI, permissible FSI, additional FSI and by acquiring Transfer of Development Rights (TDR) 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 PMC invited offers from interested Developers and the said Society received offers from several reputed Builders and Developers. The PMC scrutinized the offers so received and all such offers were duly considered in subsequent Managing Committee Meetings and also in the Special General Body Meeting of the said Society.

m) The Developer herein has expertise in developing/redeveloping properties & also have sufficient

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financial terms for such development, and being interested in the redevelopment project of said Property of the Society, had also submitted its proposal. Thereafter, pursuant to various meetings with the Developer, the Developer submitted its revised offer vide their Letter dated 03/10/2022.

n) At the Special General Body Meeting held on 04/12/2022, in the presence of the Authorized Officer Mr. Pramod Kulkarni, deputed by the Registrar of Co-operative Society, MHADA, the Managing Committee placed before the Members the proposal dated 03/10/2022, received from the Developer and the Members present unanimously selected the Developer to develop the said Property.

o) The Society has complied with requisite procedures for appointment of Developer as laid down under section 79(A) of Maharashtra Co-operative Societies Act, 1960, read with directives of 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. 85/14-Sa dated 04/07/2019 regarding Redevelopment of Buildings of Co-operative Housing Societies. The Deputy Registrar of Co-operative Societies by his letter dated 07/12/2022, granted his NOC for the redevelopment of the said Property by the Developer herein. The Extracts of the Minutes of the said Special General Body Meeting dated 04/12/2022 and NOC dated 07/12/2022, issued by the Deputy Registrar are annexed hereto and collectively marked as **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 Appointment letter dated 07/12/2022, for appointment of the Developer (hereinafter referred to as **'the said Letter of Appointment '**), which is annexed hereto and marked as **Annexure "G".**

q) The Developer vide its Letter dated 09/12/2022 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 26/02/2023 the Society has passed the necessary resolutions for approving the draft of this Development Agreement and and other documents related to Redevelopment of society and authorized three members of 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 26/02/2023, is annexed hereto as **Annexure "H".**

s) Each individual member of the Society has consented to the appointment of the Developer herein to 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 intend to 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 aforesaid Property in favour of the Society and the Developers over and above the basic 3 FSI

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and fungible FSI mentioned in the Development agreement, in that event the Developer and Society shall make and execute Supplementary Agreement to that effect and the Developer alone shall bear and pay the stamp duty liability and/or any other costs, expenses, penalties, etc., required to be paid to the IGR, 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 way of 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 with respect to the development of the said Property.

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

1. **RECITALS TO FORM PART OF THE AGREEMENT:**

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 municipal taxes 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 all the outstanding/unpaid dues, taxes and other outgoings payable to MHADA, MCGM and/or any other Statutory Authorities. Further, the Developer also undertakes to reimburse the expenses of Rs. 6,25,000/- (Rupees Six Lakh Twenty-Five Thousand only) ("Reimbursement Amount") incurred by the Society for obtaining certain NOC's 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.

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 work on 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 Agreement

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is in existence, in force or any part thereof, and also 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 necessary agreement for development in favour of the Developer and other documents in consonance with the aforesaid General Body Resolution dated 26/02/2023. The Society further declares that the Managing Committee in its meeting dated 26/02/2023 has also confirmed draft of this Agreement and the Power of Attorney.

i. The Society hereby agrees and covenants that after execution of this agreement, neither of its 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 infavor of any such Purchasers without obtaining an 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 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 such transfer.

j. There is no prohibitory order under any statute or under any act or otherwise and/or 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 provided to their respective tenement, taxes, duties, charges, bills etc. payable by them upto the date for 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.

9. **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 20th February 2023.

b. The Developer has verified all the title documents of the Society including the payments made by the 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 grant of NOC/Approval from MHADA/MCGM and or any other competent authority in respect of the said Property along with the right to allow the Developer to sell the Developer's Component (being the Developers Sale Flats and Developers Parking Spaces) on such redevelopment.

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

d. Subject to the Force Majeure events as defined herein below, the Developer agrees to use its best endeavors to obtain IOA/IOD within 6 months from the execution of the Development Agreement, and 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 to be allowed to the Developer beyond 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 and lack of finance.

f. After Registration of this agreement, if any litigation arises due to act of Developer or any person acting through or under him, then it shall be defended by the Developer alone at Developer's cost and 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 omission or 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.

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 any person whatever against the Members and/or the Society on account of the Developer carrying out the 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 breach of any of the terms and conditions of this agreement and/or on account of non-fulfilling any of the 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 Society/ 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, procure any obligation on behalf of the Members or the Society.

k. The legal Ownership of the said Property shall always belong to the Society except 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 as mentioned in the Annexure hereto. The amenities for common areas used shall be the same 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 the Developer 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/ or quality 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 endevors 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.

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 restrictions as 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 Centres
   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 purpose 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 subject to 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

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additional FSI / benefits (under any nomenclature) become available upto 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/TDR as well as obtain all the permissions, approved plans, licenses, premiums, etc., in the name of the Society only.

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-Registry 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 their cost.

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 payment of 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 the present rules and regulations and shall also include the incentive FSI or compensatory FSI available under any schemes permissible under the building regulations and rules framed by MHADA from time to time and at any time hereafter.

b. **'TDR'** shall mean Transferable Development Rights and/or additional built up area or FSI as may be allowed to be used by of MHADA / M.C.G.M. by charging a premium or fees or otherwise as per their rules and policy. (Both these expressions, that is TDR and FSI will have the same meaning assigned to them as per Municipal Laws Rules and regulations for the time being in force).

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

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

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

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

g. **'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 perMunicipal rules and regulations.

h. **'Existing members'** shall mean the members occupying the existing buildingstanding on the said property and mentioned in **Annexure 'B'** hereto and include their respective

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executors, administrators and/or assigns.

i. **'Building potential'** shall mean the entire building potential in respect of the said property including right to utilize FSI, TDR, 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 Municipal Authorities under the present rules and regulation including under Regulation 33(5) of the DCR.

j. **'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 including its FSI, MHADA FSI, TDR, 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 to time & thereafter sell the premises (**"Saleable Component"**) constructed thereon to third party flat/shop purchasers.

k. **'Offer letter'** shall mean a letter issued by competent authority i.e. MHADA for sanction of project and offer for grant of FSI for project on certain terms and conditions as enumerated in the letter.

l. **'Amalgamation'** shall mean Clubbing of one or more societies/ plots in the same layout/societies adjacent to the said Property including the Building No. 44.

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

n. **'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 of the 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 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 for any 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,

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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 permitted assigns,
g. Where the day on or by which any thing is to be done is not a business day,that thing must be done on or by the subsequent business day, and
h. Preambles, exhibits, schedules, addenda and annexures attached to thisagreement 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 legislative enactment, 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;

5.4 The Developer hereby declares that :-

a) The Developer has visited the site of the said Property for re-development and are aware of 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 said Society Building. The Developer has also verified the plot area and capability of receiving/loading TDR/FSI/FCFSI/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 permitted in accordance with the rules but without in any manner affecting the area and location of the 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 respect of the said New Building. The Developer also agrees to provide copy of

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correspondence made to the authorities concerned with the said Project. In case the Developer is required to 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 construction of 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 hereby 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 TDR also other premium FSI as may be permissible. The Developer shall purchase and acquire the said TDR and premium FSI in the name of the Society only and at the costs, efforts and expenses of the Developer. The TDR 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 by the Developers only. All expenses pertaining to giving effect of transfer of TDR in the name of the Society in the records of the Corporation shall be incurred exclusively by the Developers.

6.3 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.

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

6.5 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 Occupation Certificate, 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/ TDR or otherwise whatsoever or LUC taxes payable to the concerned MHADA and MCGM, statutory authorities or otherwise whatsoever from the Handover Date till obtaining the Occupation Certificate.

6.6 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

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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/exploiting the 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.

6.7 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.

6.8 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.

6.9 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 restriction on 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.

6.10 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).

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 said area to be constructed by the Developer for the existing members of the said Society is hereinafter referred to as **'Existing Members Premises'**. The Developer

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shall provide amenities in the Existing Members Premises as mentioned in the list of amenities annexed herewith as **Annexure "I"**.

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 representatives of the 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 compensated 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 not be 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 registration of the PAAA shall be delayed by the parties hereto beyond 90 days from the date of issue of the Letter of Entry by the Society to the Developer.

d. In addition to the Existing Members Premises, the Developers shall also provide to the said 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 permitted rules. These structures shall be provided only out of the free FSI and as per the norms, rules and 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) out of 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 the Society agrees and shall be bound to honour the same. The Society agrees and assures that Society will NOT cancel/ allot/ re-allot the allotted parking spaces to the prospective Flat/Shop Purchaser under any circumstances.

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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 per BMC/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 dealt with by the Society as may be mutually decided by the Members in the Special General Body Meeting.

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

In the entire Layout of 832.35 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 land M.H.A.D. had constructed 'Building No. '45' having Ground plus 2 (two) upper floors consisting of 36 Tenements in all 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.	BPUILTUP AREA in sq. mt.	BUILTUP AREA sq. ft.
	30. 56	329
	1100.16 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 agreed to contribute a sum of Rs. 25,000/- (Rupees Twenty Five thousand only) towards repairs and contingency funds. 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.

b. Any amount recoverable from the members such as liquidated damages, dues, charges

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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 and construct 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 Society **Monthly 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 in respect 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 or 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. The Transit Rent for the first three months shall be paid by Cheque and thereafter by remittance 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

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instructions either to its Bankers or the Society/Members for not presenting the cheque for encashment for any reason whatsoever. Further, if the cheques with respect to the Corpus, Transit Rent, Brokerage & Shifting are dishonoured for any reason whatsoever, the Society shall issue a Notice to the Developer asking him to pay the amount of the dishonoured cheques along with Bank charges within 30 (Thirty) days from the date of receipt of the said Notice, failing which the Society/Member shall be at liberty to take a legal recourse in respect of the same.

10. **TIME PERIOD AND VACATING OF PREMISES:**

The Developer hereby agrees, accepts and undertakes to comply with the following timelines:

10.1 The Developer shall submit the proposed floor plans for the Members New Flats to the Society/Managing Committee for the approval of its Members. The Society through Managing Committee shall revert with comments/ proposed changes, if any, within **15 (Fifteen) days** from the receipt of the same.

The Developer shall make such changes if the same are commercially viable and technically/principally approvable to them and MHADA / Competent Authority approving Plans. If the Society does not revert within 15 (Fifteen) days from the providing the proposed floor plans by the Developer then the same shall be deemed to have been accepted by the Society and its Members.

10.2 Upon receipt of the IOA, the Developer shall submit to the Society one copy of the IOA along with the Approved Plan alongwith the Notice to Vacate in writing to the Society and its Members, calling upon them to vacate and handover the Old Building including Existing Members' old Flats, within 30 **(Thirty) days** of receipt of such Notice to Vacate in accordance with the terms of this Agreement (**"Notice to Vacate"**).

10.3 The procedure for handover of the Tenements of the Exiting Members, payment of Monetary Compensation to the Existing Members and the issue of Letter of Entry to the Developer by the Society shall be as follows:

a. Upon issue of the Notice to Vacate by the Developer, an Authorised Official from the Developer's Office, on a pre-decided date and time every week during the period of Notice to Vacate shall remain present in the Society Office.

b. Against the Member handing over the vacant and peaceful possession of his/her/their Tenement and the keys of the said Tenement to the Authorised Official from the Developer's Office, the Authorised Official of the Developer shall handover the cheques towards Corpus, Transit Rent, Brokerage & Shifting to the Member.

c. Upon receipt of all the keys of the tenements of the Existing Members, the Society shall handover the Letter of Entry to the Developer on or before the expiry period of the Notice to Vacate and take acknowledgement thereof **("Handover Date)**.

10.4 Without prejudice to the rights and entitlements of the Developer herein or otherwise available to the Developer at law and further without prejudice to the liability and the obligations of the Member to abide by the terms and conditions of this Agreement, the Society has represented to the Developer and hereby agrees, accepts and undertakes that the Society shall be responsible to cause all the Members to handover quiet, vacant and peaceful possession of their respective flats in the Old Building to the Developer for the demolition of the same within a period of 30 (Thirty) days from the Developer issuing to the Society a **Notice to Vacate** requiring the Society to handover possession of the said Property being the Handover Date and issue Letter of Entry to the Developer.

10.5 The Members do and each of them doth hereby irrevocably agree that they shall handover quiet, vacant and peaceful possession of their respective flats in the Old Building within a period of 30 days from the date of the issuance of the **Notice to Vacate** i.e. the Handover Date

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for the purposes of this Agreement, and the Society puts the Developer in quiet, vacant and peaceful possession of said Property, such that the Developer is in a position to forthwith demolish the Old Building.

10.6 It is an integral part of this Agreement that notwithstanding anything contained to the contrary, the Members shall vacate their respective tenements only after the Developer complies with all of the following:

a. Gets the plans of the entire New Building submitted and obtains the IOA for primary FSI with permission to load TDR /FSI required for constructing the New Building at their own cost in the name of the Society as per the prevailing DCPR regulations.

b. Upon receipt of Notice to Vacate, the Members shall handover vacant possession of their respective tenements along with key to the Developer as mentioned hereinabove.

11. **LICENSE TO ENTER THE PROPERTY**

It is clearly agreed and understood that upon handing over the vacant and peaceful possession of the said Property as mentioned above, upon receipt of the Letter of Entry the Developers are entitled to enter upon the said Property to take all the necessary steps for commencing development of the said Property as stipulated in this agreement.

12. **ENTITLEMENTS OF DEVELOPERS**

12.1 Developers shall immediately upon receipt of the necessary permission or sanction commence the construction of building/s entirely at their own costs and expenses, and for that purpose shall be entitled to do all the following acts, deeds, matters and things:-

a. Purchase and acquire maximum permissible FSI and/or TDR fungible FSI, any other FSI allowed under as set out in the DC Rules including Regulation 33(5) of D.C. Regulations and load the same loaded or annexed to the said Property and obtain sanction for the purpose of redevelopment of the said Property,

b. Apply for premium/ incentive / compensatory FSI available or permissible by payment of premium to the concerned statutory authorities including Municipal Corporation of Greater Mumbai, MHADA, for development of the said Property, as per the present rules and regulations and as per any future modifications and or amendments in the said rules and regulations.

c. Submit the necessary building plans to concerned statutory authorities including Municipal Corporation of Greater Mumbai, MHADA and other concerned authorities for redevelopment of the said Property,

d. The Society and the members have given their irrevocable consent in writing, to the Developer entitling the Developer to modify, alter or amend the plans as and when required with prior sanction of Municipal Corporation of Greater Mumbai, MHADA or any concerned authority till the completion of the construction. However, the Society must be informed in writing and its approval must be taken in advance for the approval/ amendment of plans or revised of plans on sanction by Municipal Corporation of Greater Mumbai/MHADA, subject to the area of the Existing Members Premises not being reduced in any case.

e. The Developer shall with the prior written intimation to this Society be entitled to amend/revise the approved layout / building plans from time to time for the optimum

development of the said Property, and to enable the Developer to utilize the full building potential (FSI/TDR/Fungible FSI) of the said Property as may be available from time to time, in present and future, provided that such amendments / revisions do not reduce the carpet area of the Permanent Alternate Accommodation as agreed to be provided to the Existing Members.

f. Carry out re-development of the said Property by utilization of the FSI TDR and/or FSI of 33(5) or clubbing of schemes and such other building potential as may be allowed to be utilized on the said Property as per the present norms or under any scheme prescribed under the Development Control Regulations for Greater Mumbai, 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/ exploiting the maximum FSI in all formats that will be available in respect of the said Property as per the provisions of law and/or as per the present regulations and rules,

g. The Developer shall have authority and powers to carry out the redevelopment of the said Property and the Society shall execute a Specific Power of Attorney to enable Developer to carry out the development work of the new building/s. The said Special Power of Attorney shall be in co-existence and co-terminus with this Development Agreement.

h. The Developer shall be entitled to amalgamate the said Property with any other neighboring/ adjoining property including Building No. 44 and/or to develop the said Property jointly with adjoining Property as joint development and load available FSI/ TDR and other building potential of such neighboring/adjoining Property on the said Property as the Developer may deem fit and proper. In the event of any additional benefit & facilities agreed to be provided by the Developer to the members of the other society which will be amalgamated with the Society and /or the said Property, then, the same shall be provided to the members of the Society and same shall be recorded by way of a supplementary deed.

i. It is agreed that the Developer herein will be entitled to the benefit and use of all the orders, permissions and exemptions, which the various authorities may grant in the course of the development of the said Property as also the building plans or amendments thereto as may be sanctioned from time to time subject to the terms of this Agreement.

j. It is agreed that the Developer shall be entitled to put up their hoardings and/or advertisement boards on the said Property and print brochures, letters, advertisements or issue advertisements in newspapers, with a view to advertise sale/ disposal of the flat/shops/ units in the proposed New Building to be constructed by the Developer on the said Property. However, at the time of handing over proposed New building to the Society, the Developer shall be required to remove such hoardings and/or advertisement boards on the said Property. The Developer shall not be allowed to make any permanent fixtures on the flooring of the open terrace for affixing its logo and neon signs.

k. The Developer shall be entitled to create a charge security in respect of the Developer's Component to be constructed by the Developer or the development rights granted vide this Development Agreement hereby in favour of the Developer, with any bank, financial institutions or any other public or private body or person and to raise any loan for finance and to execute any memorandum of Equitable Mortgage or Registered Mortgage or create any other type of mortgage on the Free Sale Area and /or the development rights granted hereunder in favour of the Developer; and to lodge documents for registration with the Sub-Registrar of Assurances and to admit execution thereof, as the Developer

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may desire at its sole and absolute discretion. It is clarified that in the event of the financer or lender requires the Developer to any assignments of rights in respect of the Free Sale Area out of the Developer's Component for securing such loan for financial assistance availed of by the Developer, then the Developer shall be entitled to execute the requisite Deed of Assignment of the rights and entitlements the Developer hereunder in favor of the lender/financial institution or any third part, as the institution / lender may nominate. **This Clause shall at all times operate as the irrevocable no objection of Society and Existing Members in that behalf.** The Developer shall under no circumstances create a security either in the form of a charge or mortgage or otherwise in respect of the Existing Members Premises and/or the Society's Property. The Developer shall be solely responsible for repayment of such loans or financial assistance and the Society and existing members shall not be responsible for the repayment thereof. The Developer hereby indemnifies and keeps the Society and the Existing Members indemnified from any such losses, claims, charges or account of loans and financial assistance availed of by the Developer from any lender/s. The Society shall not sign or execute any papers/documents as co-signatories or co-mortgagors with any Bank or Financial Institution for any finance to be raised by the Developers on the Developer's Component. If a NOC is required by the Purchasers of the unit in Developer's Component by the Banks/ financial institutions, the Society shall diligently issue the same.

l. While the construction hereby contemplated is in progress, such construction as also all material or plants and machinery used or to be used in constructionof the same shall remain on the said Property or any part thereof. The Developer shall, with a view inter alia to protect all such material and/or plants and machinery, be entitled to put up on the said Property, but at the costs of the Developer alone, necessary shed/s and/or cabin/s for accommodating workmen and/or security-personnel and/or for site office of the Developer. The Developer shall obtain necessary permissions from all the concerned Authorities as may be required for that purpose.

m. The Developer shall ensure that the workers working on the said Property during the course of the development of the building/s shall be covered by a comprehensive insurance policy which will be in force till all the workers leave the construction site of building/s on the said Property.

n. The Developer will be at liberty to develop the said Property through any of its group entity or SPV specifically formed for this purpose. No separate consent will be required for the same at the material time, provided Roha Realty Private Limited shall continue to hold majority share in such entity or SPV till the receipt of the Occupation Certificate for the New Building. It is agreed that the Developer and such group entity or SPV shall continue to remain liable and responsible to acts and deeds agreed to be performed by the Developers in terms hereof and agreements / writing executed with the Society and /or its Members, and that such group entity and SPV shall also be liable to abide by the Terms of this Development Agreement.

o. The Agreement shall remain in force till the Developers complete the work of constructions in its entirety and obtain Full Occupation Certificate. The Developer is also authorized to decide and to provide required space of the Society land for electrical substation only if such compulsion is imposed and/or demanded by MHADA and/or MCGM and/or insisted by power Supply Company and society shall subsequently enter into lease agreement for the said portion of the land with the concerned power supply company.

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13. **OBLIGATIONS OF DEVELOPERS**

13.1 In carrying out the said work of re-development of the said Property by constructing a New Building on the said Property, the Developer shall confirm to the provisions of all the Acts, Rules Bye laws, for the time being in force and will obtain all the necessary sanctions of statutory and/or local authorities in respect of or for the proposed re-development of the said Property and shall carry out the construction work in conformity with the plans approved for that purpose and with consent of statutory or local authorities. The Developer shall not start any work of development on the said Property unless the building plans are approved and I.O.D. and concerned NOCs are received from concerned statutory authority, such as MHADA, M.C.G.M. etc. in respect of such proposed New Building, the Developer shall indemnify the Society keep them indemnified from and against all and any demand, claim arising out of any violation or breach of any provision of law, rules or regulations connected with re-development of the said Property.

13.2 The Developer shall hereafter pay all deposits, premiums, fees and/or charges to the Municipal Corporation of Greater Mumbai, MHADA or other authorities for obtaining their approval and sanction to plans submitted by the Developer and for the aforesaid purpose shall be entitled to give all writings, affidavits or undertakings as may be required.

13.3 It is agreed between the parties hereto that all charges and expenses including but not limited to the construction costs, IOA, C.C, Occupation charges, betterment charges, development charges and all other charges or fees including but not limited to all architects, engineers, surveyors fees, PMC charges, Legal Advisor Charges etc. and/or all the deposits to be made or to be paid to the concerned statutory authority, M.C.G.M., MHADA or any other Government Charges and/or all incidental expenses for the purpose of re-development of the said Property as may be incurred hereinafter shall be borne and paid by the Developer alone. The Developer shall at their costs and expenses comply with the prevailing norms and rules and regulations relating to rain water harvesting, which is required to be followed as per New Building regulations. The Developer shall indemnify and keep indemnified the Society against any claim which may be made by anyone as a result of the Developer committing any breach of the provisions of any law or terms of any agreement entered into by the Developer for carrying out the said development construction work.

13.4 The Developer shall in the course of construction and completion of new building to be constructed on the said Property, do all lawful acts and things required by and perform the works in conformity, in all respects, with the provisions of the statutes applicable thereto and with bye-laws and the rules and regulations of the concerned statutory authorities, M.C.G.M., MHADA or any public body or local authorityor authorities having jurisdiction to regulate the same and shall throughout save harmless and keep the Society indemnified of, from and against all claims for the fees, charges, fines and other payment whatsoever, which during the progress of the work may become payable or be demanded by the said authorities or for anytime done or caused to be done or omitted to be done under the authority herein contained.

13.5 The Developer shall bear all the taxes, duties, dues and outgoings from the Handover Date till the receipt / obtaining of the Occupation Certificate for the New Building. It is agreed that Developer shall hereinafter be responsible to pay all the land under construction (LUC) taxes in respect of the proposed new development of the said Property. After obtaining the Occupation Certificate and upon expiry of the thirty days of the Possession Notice, the Developer shall not be liable for all times in future, to pay the municipal taxes and other outgoings, N.A. Taxes, etc.

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in respect of the said plot of land and the said New Building and the responsibility of the taxes and/or other outgoings in respect of the New Building shall be that of the Society and its Members. The Developer also agrees and undertakes to incorporate in the agreement with flat/shop purchasers about their liability of taxes.

13.6 Subject to the Force Majeure events, the Developer agrees to :

a. Use its best endeavors to obtain IOA/IOD within 6 months from the execution of the Development Agreement.

b. Obtain occupation certificate within a period of 24 (Twenty Four) months from the receipt of the Plinth Commencement Certificate, The Grace Period of 12 months shall be allowed to the Developer beyond the expiry of the aforesaid period of 24 months. However, the Developer will not be responsible for delay in construction and completion on account of reasons beyond the Developers control, such as acts of God, earthquake, flood, pandemic, lightningor any litigations or stay orders by any court or statutory authorities, not arising from the default of the Developer and also other circumstances like strike, war, civil unrest, order or notification of the government or other force majeure conditions but not limited to any change in policy decision or litigation subject to the Developer not discontinuing the Transit Rent.

In the event, other than force majeure, if there is a delay in obtaining the Occupation Certificate and handover of the Existing Members' Premises within period of 36 months from the date of receipt of the Plinth Commencement Certificate, the Developer shall be liable to pay to the Society liquidated damages to the tune of Rs. 1,00,000/- (Rupees One Lakh Only) per month as genuine agreed pre-estimated liquidated damages, till receipt of the Occupation Certificate.

14. The Developers shall in the course of erection and completion of the said buildingdo all lawful acts and things required and perform the acts in conformity in all respects with the provisions of the statutes applicable thereto and with the Byelaws and Development Control Regulations of the Municipal Corporation, MHADA, Development Control Rules and Regulations of other public Body or local authority or authorities which have jurisdiction to regulate the same and shall throughout save harmless and keep the said Society indemnified from and against all claims, fees, charges, fines and other payments whatsoever which during the progress of the work may become payableor be demanded by the said authorities in respect of the said work or anythingdone or caused to be done or omitted to be done under the authority herein contained and shall generally and from time to time discharge and pay as from the date of possession all claims, easements, outgoing, rents, Municipal taxes and other dues imposition and burden at any time hereafter chargeable against the Society or occupiers in respect of new tenements proposed to be occupied and enjoyed by the new members of the society or otherwise relating to the said land and building or any building thereon and when they shall become due and/or payable and shall keep the said Society indemnified from and against the paymentthereof.

15. The Building shall be constructed meeting all compliances as per DC Rules. The height requirement shall also be as per DC Rules.

16. The Developers shall not at any time cause or permit any public or private nuisance in or upon the said Property or do anything which shall cause unnecessary annoyance, inconveniences suffering hardship or disturbance to the Owner or to the occupants of the neighboring properties.

17. It is agreed that all costs, charges and expenses in relation to the demolition of the existing building on the said Property shall be borne and paid by the Developers alone whereas before vacating their respective tenements/premises the members can take their fixtures and the Developer shall be entitled to receive all that stuff left by the Members which include iron steel doors, windows, wood, bricks etc. The Developer shall be entitled to sale and to retain the proceeds thereof for the purposes of the benefits of the Developer.

18. The Developer shall obtain all the necessary approvals/ permissions for redevelopment of the said work and will fulfill all the conditions stipulated in such approval/ permissions before handing over the possession of Existing Members Premises to existing members after obtaining Occupation Certificate from the M C G M/MHADA Any lapses onthis will be sole responsibility of the Developer.

19. **QUALITY OF WORK**

19.1 The construction work of the New Building shall be carried out by the Developer in good workmanship manner. The standard and quality of work of construction and the material used for construction will be conforming to ISI standards and specifications in consonance of the National Building Code of India. All the construction materials of new building will be used as per the make and qualities agreed between the Society and Developer and will provide all amenities for all Existing Members Premises of existing members of the society as per **Annexure "I".**

19.2 The structure so constructed by the Developers will be earthquake resistant as recommended by RCC consultant and geologist. The concrete mixture shall be used as per the RCC Consultants recommendations for earthquake resistant designs. Quality of construction of entire project shall be certified by Architect.

20. **EARMARKING OF AREA AND SALE OF TENEMENTS:**

20.1 Immediately after preparation of all plans of the new building and its approval from the competent authorities and issuance of I.O.D. and C.C., the parties shall earmark the Existing Members' Premises and Developer Sale Premises.

20.2 The Developer shall on their own account be entitled to sell or allot on ownership basis or otherwise various residential Flat/Shop/premises to be constructed by them in building/s on the said Property coming to their share **("Developers Sale Component")** with or without open and/or enclosed parking spaces and Developer shall be entitled to appropriate and receive consideration of sale from such prospective purchasers and for that purpose shall be entitled, to enter into agreement or arrangement in their own name in such manner as they may deem fit and proper. Such agreement mentioned in this clause shall be on 'principal to principal' basis and shall not be as agent or representative of the said Society. Such agreements shall be in consonance with and in keeping with other terms of this Agreement. The Developer's Sale Component wherever appears in this Agreement shall include all Developers Sale Flats, Shops and Developers Car Parking Spaces and shall exclude Existing Members' Premises, Existing Members' Car Parking Spaces, Visitors Car Parking Spaces and Common Areas as mentioned in Section 2 (n) of the RERA Act.

20.3 It is expressly agreed and understood that Developer herein shall be entitled to sellunits coming to their shares in their own name in such manner as they may deems fit and proper and also entitled to seek and avail of financial facilities from banks and/or financial institutions by

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creating charges or mortgage in respect of the Developers Sale Component in such manner as they may deem fit and proper without putting any financial liability on the said Society and will keep the Society indemnified from such deeds.

20.4 The Developer shall be liable to pay to the Society maintenance charges in respect of the unsold flat after 12 (Twelve) months from receipt of Full Occupation Certificate (OC). Further, if the Developer enters into leave and license/lease Agreement in respect of unsold Flats, then the Developer has to pay the non-occupancy charges as may be as per the applicable provisions in respect thereof.

20.5 It is agreed that for the purpose of giving effect to this clause the Developer shall be entitled to sign and execute necessary agreements, letter of allotment, memorandum of understanding and/or writings for transfer, sale or allotment of the units in favour of prospective purchasers or buyers including to receive and accept consideration amount from the prospective buyers and purchasers and to appropriate the same for their own benefits and to give valid receipts and discharges for the same. The Developer shall also be entitled to register such documents with registering authorities.

20.6 As per the Development Agreement the Society agrees and undertakes to admit new prospective flat/shop purchasers as members of the said Society. The Society shall admit the Flat/Shop Purchasers as per the list provided by the Developers to the Society alongwith necessary application for membership and copies of their respective sale agreements. The Flat/Shop Purchasers shall be required to pay the requisite Transfer Fee of Rs. 500/- and the Entrance Fees of Rs. 100/-. In addition to the same, each Flat/Shop Purchaser shall be required to contribute a sum of Rs. 25,000/- (Rupees Twenty Five thousand only) towards repairs and contingency funds which shall be in the same proportion i.e. Rs. 25,000/- (Rupees Twenty Five thousand only) as deposited on behalf of the Existing Member of the said Society by the Developer. The Developer shall deduct a sum of Rs.25,000/- (Rupees Twenty Five thousand only) per existing member from the corpus amount payable to the existing members as per Clause No. 9.1 (a) (iii) stated above and deposit the said amount with the Society. The Developer shall capture the same in the sale agreement to be executed with the flat/shop purchasers. Save and except the amounts as stated hereinabove, the Society shall not demand / charge any other amount under any pretext from the purchasers of Developers Component for the membership of the Society.

21. BRANDING AND NAME OF THE NEW BUILDING.

21.1 It is agreed between the parties that the entire branding of the said project shall be undertaken by the Developer under their name and the Developer shall be entitled to put up their hoardings and/or advertisement boards on the said property and print brochures, letters, advertisements or issue advertisements in newspapers, with a view to advertise sale/ disposal of the premises/ units in the proposed new buildings to be constructed by the Developer on the said Property. The Developers undertakes to remove such hoardings and/or advertisement boards upon handover of the proposed New Building to the Society. In any case such authorization of fixing up name board(s) shall not create any rights, title and interests on 'The said Property' or any part thereof, except for 'The Development Right(s)' and/or 'The Selling Right(s)' of the Developers Sale Component as conferred herein.

21.2 The Developer shall have the right to name the building and the Society agrees to retain the name. The Developer shall invite Society's suggestions for name/s of building. The Society agrees that it will not change/ alter the name of building without prior written permission of the Developer even after the new building is handed over to the Society.