[illegible] पावती Original/Duplicate

Tuesday,September 27 ,2022 नोंदणी क्र. :39म

9:45 AM Regn :39M

पावती क्रं.: 20138 दिनांक: 27/09/2022

गावाचे नाव: घाटकोपर

दस्तऐवजाचा अनुक्रमांक: करल5-19073-2022

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: मेसर्स श्री साई रिअलटर्स तर्फे भागीदार श्रीधरन के. सुधाकरन

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 5480.00
पृष्ठांची संख्या: 274	
एकूण:	रु. 35480.00

DELIVERED

Joint [illegible]

सह. दुय्यम निबंधक
कुर्ला-५ (वर्ग-२)

बाजार मुल्य: रु 115436000 /-

मोबदला: रु.158854000/-

भरलेले मुद्रांक शुल्क : रु. 7929500/-

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 26092022056866 दिनांक: 27/09/2022
बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 26092022207720 दिनांक: 27/09/2022
बँकेचे नाव व पत्ता:

3) देयकाचा प्रकार: DHC रक्कम: रु.1480/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2709202200175 दिनांक: 27/09/2022
बँकेचे नाव व पत्ता:

4) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008293738202223E दिनांक: 27/09/2022
बँकेचे नाव व पत्ता:

Sr. 19073 इतर पावती Original/Duplicate

Tuesday,27 September 2022 3:45 PM

नोंदणी क्र. :39म

Regn :39M

पावती क्र.: 20194 दिनांक: 27/09/2022

गावाचे नाव: -घाटकोपर

दस्तऐवजाचा अनुक्रमांक: करल5-19073-2022

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: मेसर्स श्री साई रिअल्टर्स तर्फे भागीदार श्रीधरन के. सुधाश्यन वर्मन

दस्त हाताळणी फी रु. 520.00

पृष्ठांची संख्या: 26

DELIVERED

एकूण: रु. 520.00

Joint S.R.

सह. दुय्यम निबंधक

कुर्ला-५ (वर्ग-२)

1); धनकाचा प्रकार: DHC रक्कम: रु.520/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2709202205475 दिनांक: 27/09/2022

बँकेचे नाव व पत्ता:

27-09-2022

D Document Handling Charges
Inspector General of Registration & Controller of Stamps

करल - ५
९२०७३ | ९ | ३००
२०२२

Receipt of Document Handling Charges

PRN	27092022205475	Receipt Date	27/09/2022

Received from SELF, Mobile number 0000000000, an amount of Rs.520/-, towards Document Handling Charges for the Document to be registered on Document No. 0 dated 27/09/2022 at the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

DEFACED
₹ 520
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	27/09/2022
Bank CIN	10004152022092704996	REF No	CHK5449147
Deface No	27092022205475D	Deface Date	27/09/2022

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

THE SEAL OF THE SUB REGISTRAR KURLA 5 MUMBAI SUBURBAN DIST. (BANDRA)



Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2709202205475	Date	27/09/2022
Received from SELF, Mobile number 0000000000, an amount of Rs.520/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	SBIN	Date	27/09/2022
Bank CIN	10004152022092704996	REF No.	CHK5449147
This is computer generated receipt, hence no signature is required.			

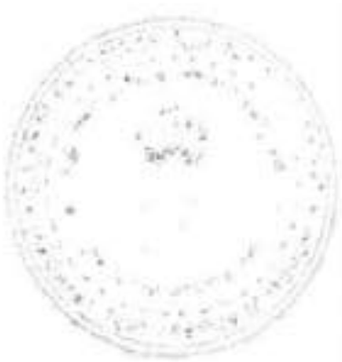
करल - ५

१९०७३	२	३०१

२०२२

THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)





D H C
Document Handling Charges
Inspector General of Registration & Stamps

करल - 4
१९०७३ | २५ | 300
२०२२

Receipt of Document Handling Charges

PRN	2709202200175	Receipt Date	27/09/2022

Received from SELF, Mobile number 0000000000, an amount of Rs.1480/-, towards Document Handling Charges for the Document to be registered on Document No 19073 dated 27/09/2022 at the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

DEFACED
₹ 1480
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	27/09/2022
Bank CIN	10004152022092700152	REF No.	CHK5416466
Deface No	2709202200175D	Deface Date	27/09/2022

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

THE SEAL OF THE SUB REGISTRAR OFFICE 4-5 MUMBAI SUBURBAN DIST. (BANDRA)

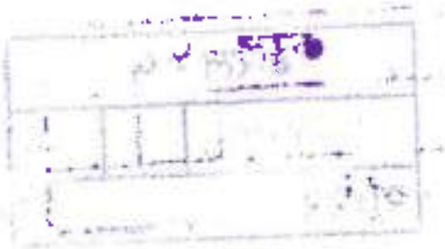


Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2709202200175	**Date**	27/09/2022
Received from SELF, Mobile number 0000000000, an amount of Rs. 14000, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	SBIN	**Date**	27/09/2022
Bank CIN	10004152022092700152	**REF No.**	CHK5416466
This is computer generated receipt, hence no signature is required.			

करल - ५
१८०७३ | ४ | ३०० | २०२२

MUMBAI SUBURBAN DIST. (BANDRA)







Document Handling Charges
Inspector General of Registration & Stamps

करल - ५

Receipt of Document Handling Charges

PRN	2609202207720	Receipt Date	27/09/2022

Received from SELF, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 19073 dated 27/09/2022 at the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	26/09/2022
Bank CIN	10004152022092607169	REF No.	CHK5385666
Deface No	26092022077200	Deface Date	27/09/2022

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

THE SEAL OF THE SUB REGISTRAR KURLA 5
MUMBAI SUBURBAN DIST. (BANDRA)

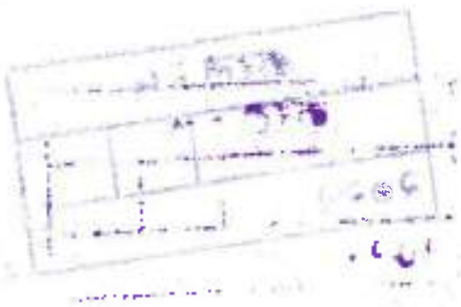


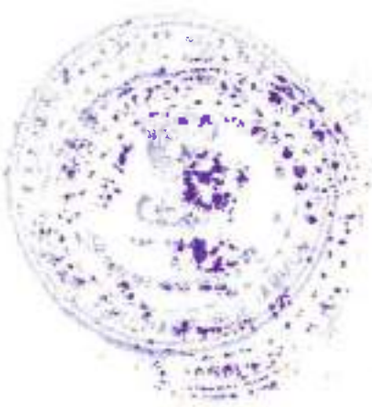


Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2609202207720	Date	26/09/2022
Received from SELF. Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	SBIN	Date	26/09/2022
Bank CIN	10004152022092607169	REF No.	CHK5385686
This is computer generated receipt, hence no signature is required.			

करल - ५
१९०५३ | ६ | 300
२०२२

THE SEAL OF THE SUB REGISTRAR OF JOINT A-5 MUMBAI SUBURBAN DIST. (BANDRA)





D H C
Document Handling Charges
Inspector General of Registration & Stamps

कुर्ला - ५
१९०७३ | ₹ 300
२०२२

Receipt of Document Handling Charges

PRN	2609202205866	Receipt Date	27/09/2022

Received from self, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 19073 dated 27/09/2022 at the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	26/09/2022
Bank CIN	10004152022092605459	REF No.	CHK5367029
Deface No	2609202205866D	Deface Date	27/09/2022

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

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



Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2609202205866	**Date**	26/09/2022
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 5 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	SBIN	**Date**	26/09/2022
Bank CIN	10004152022092605459	**REF No.**	CHK5367029
This is computer generated receipt, hence no signature is required.			

करल - ५
२०००३ | F | 300
२०२२

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







CHALLAN

MTR Form Number-6

GRN MH003293738202223E	BARCODE	Date 26/09/2022-15:28:31	Form ID

कलम - ५

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID / TAN (If Any)	९८०७३ e 300
		PAN No.(If Applicable)	२०२२
Office Name	KRL5_JT SUB REGISTRAR KURLA NO 5	Full Name	SHREE SAI REALTORS
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	FP NO-20 VILLAGE GHATKOPAR KIROL
Account Head Details	Amount In Rs.	Premises/Building	
[illegible] Amount of Tax	30000.00	Road/Street	TILAK ROAD OPP SINDHU WADI GHATKOPAR EAST
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	0 0 0 7 7
		Remarks (If Any)	SecondPartyName=KAILAS KIRAN NO 7 CRS LTD
		Amount In Words	Thirty Thousand Rupees Only
Total	30,000.00		
Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK	
Cheque/DD Details		Bank CIN / Ref. No.	00040572022002648008 / CKU6761300
Cheque/DD No.		Bank Date / RBI Date	26/09/2022-15:24:20 / Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA
Name of Branch		Scroll No. / Date	Not Verified with Scroll

30000.00

DEFACED

Department ID

Mobile No. 3000200000

This chalan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Chalan Defaced Details

Sr. No.	Remarks	Defacement No	Defacement Date	UserId	Defacement Amount
[illegible]	[illegible]-523-19073	0004116325202223	27/09/2022-09:44:26	IGR561	30000.00
			Total Defacement Amount		30,000.00

Print Date 27-09-2022 09:45:17

करल - ५		
१८०५३	१०	३००
२०२२		

THE SEAL OF THE SUB REGISTRAR KURLA-5
MUMBAI SUBURBAN DIST. (BANDRA)



CHALLAN

MTR Form Number-6

GRN	MH006293738202223E	BARCODE		Date	26/09/2022-15:28:31	Form ID	

Department	Inspector General Of Registration		Payer Details
Type of Payment	Registration Fee Ordinary Collections ICR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	KRL5_JT SUB REGISTRAR KURLA NO 5	Full Name	SHREE SAI REALTORS
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	FP NO-20, VILLAGE GHATKOPAR KIROL
Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Amount of Tax	30000.00	Road/Street	TILAK ROAD, OPP SINDHU WADI, GHATKOPAR EAST
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 7 7
		Remarks (If Any)	SecondPartyName=KAILAS KIRAN NO 2 CHS LTD
		Amount In Words	Thirty Thousand Rupees Only
Total	30,000.00		

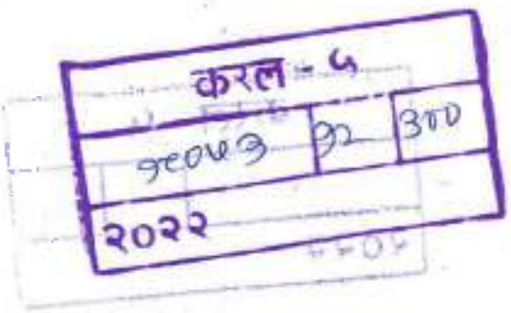
Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No	00040572022092648008	CKU9761300
Cheque/DD No.		Bank Date	RBI Date	26/09/2022-15:24:29	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. Date		Not Verified with Scroll	

Department ID : Mobile No. : 0000000000

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

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

Print Date 26-09-2022 03:28:15





करल - ५

१८०५३	९२	३००

२०२२

THE SEAL OF THE SUB REGISTRAR KURLA'S MUMBAI SUBURBAN DIST. (BANDRA)

१) शासन परिपत्रक क्रमांक. २००७/९४/प्र.क्र.२५/म-१, दि २४/३/२०००.
२) नो.प.नि.व.मु.नि., पुणे यांचे पत्र क्र.का-३/संगणक/मुद्रांक पावती दुरुस्ती/०६/३९९, दि ४/१०/२००६.

F

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 064583

RECEIPT FOR PAYMENT TO GOVERNMENT **NOT TRANSFERABLE**

Receipt No. shree sai Realtors

Receipt Date : 27/07/2022

Received From :

On Account of :

करल - ५
Aeou3 93 300
२०२२

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Code	Amount (In Rs.)
Gras	MH005586490 2022236				100/-

DELIVERED

22 SEP 2022

THE SEAL OF THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

Case No. MH11009011569/2/1F

Total D.C. :

Lot No. :

Lot Date :

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
	~~Gras~~ Hearing rule	9 SEP 2022		

DELIVERED

22 SEP 2022

Total

Rs.:

Rupees :

Cashier / Accountant

Signature / Designation

मुद्रांक जिल्हाधिकारी

करल - ५		
१८०७३	१४	300
२०२२		

THE SEAL OF THE SUB REGISTRAR KURLA-4 MUMBAI SUBURBAN DIST. (BANDRA)



मुद्रांक जिल्हाधिकारी, कुर्ला यांचे कार्यालय

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

जा.क्र/ मुजीकु / आदेश /5869/ 22 दि. 22/09/2022

(महाराष्ट्र मुद्रांकअधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक **ADJ/569/2022/K, M/S. Shree Sai Realtors** यांनी दिनांक 27/07/2022 रोजी Development Agreement चा दस्त अभिनिर्णयाकरिता सादर केलेला आहे. सदर दस्तातील तपशिल खालील प्रमाणे

Particulars	Description
Date of execution	Unexecuted
Type of Document	Development Agreement
The Society	Kailas Kiran No. 2 Co-Op. Housing Society Ltd.
The Developer	M/S. Shree Sai Realtors
Detail of the Property	
Village	Ghatkopar - Kiro
Taluka	Kurla
Plot Area	1405.50 sq.mt
C.T.S No	CTS 5958 (pt) .TPS No 3 .Final Plot No 20
Zone 2022/23	103/493 - Village - Ghatkopar - Kiro
Rate per sq.mt	
Land Rate	Rs. 72,550 -
Const.Cost	Rs. 30,250.-
Resi. Rate	Rs 1,54,370/-

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

अभिनिर्णयाकरिता प्राप्त झालेला उपरोक्त दस्त हा Development Agreement चा दस्त असून निष्पादित झालेला नाही. दस्ताचे अवलोकन केले असता असे दिसून येते की, दस्तात नमुद Sheduled नुसार भुखंडाचे एकुण क्षेत्र १४०५.५० चौ मी आहे त्यावर सोसायटीची जुनी इमारत असुन त्यामध्ये एकुण २६ सभासद आहेत. सोसायटी सदर दस्ताद्वारे सदर मिळकतीचे विकसनाचे अधिकार विकासकास देत आहे. दस्तात नमुद केल्यानुसार सभासदाच्या ताब्यात एकुण २०४०.२२ चौ मी अस्तित्वातील बाधिव क्षेत्र असुन सदर सदनिकेच्या मोबदल्यात विकासक नविन इमारतीमध्ये सभासदास एकुण २५७२.५२ चौ मी बाधिव क्षेत्र विनामुल्य देणार आहे, तसेच २६ कार पार्कींग देणार आहे. दस्तात नमुद केल्यानुसार विकासक सभासदाना भाडे , बॉकरेज व शिफ्टींग चार्जेस इत्यादी देणार असल्याचा उल्लेख आहे

दस्तासाबत अर्जदार यांनी बृहन्मुंबई महानगरपालिकेचा D.P Remarks व त्यासोबत असलेला block Plan जोडलेला आहे. सदर भुखंडास ९.१५ मी या रुंद रस्त्यावर स्थित असल्याने बृहन्मुंबई महानगरपालिका सुधारीत विकास नियंत्रण नियमावली – २०३४ मधील नियम क्रमांक ३०, टेबल क्रमांक १२ नुसार FSI अनुज्ञेय राहील .

उपरोक्त बाबी विचारात घेता भुखंडधारक मिळणाऱ्या बांधीचे मुल्य हे जमिन मालकास मिळणाऱ्या हिश्श्याचे मोबदल्याचे मुल्य म्हणुन विचारात घेणेत येत आहे. तसेच सदर भुखंडावर अनुज्ञेय असलेला मूळ FSI, TDR आणी Tangible FSI विचारात घेवुन त्यानुसार भुखंडावर अनुज्ञेय होणारे बांधकामातुन भुखंडधारक यांना

विनामोबदला मिळणारे बांधकाम क्षेत्रा वजा जाता विकासकास विक्रीसाठी उपलब्ध क्षेत्राचे जमिनदराने येणारे मुल्य हे विकसनकर्ताला मिळणा-या हिश्याचे मुल्य म्हणुन विचारात घेणेत येत आहे. वरील दोन्ही मुल्यापैकी जास्तीचे मुल्य हे या दस्ताचे मुल्य बाजारमुल्य म्हणुन विचारात घेणेत येत आहे.

सबब प्रस्तुत प्रकरणी बाजारमुल्य मार्गदर्शक सूचना व सन २०२२ - २०२३ नुसार मुल्यांकन खालीलप्रमाणे

करल - ५

VALUATION 33 (11)

Area of Plot 96800

FSI permissible as per DCPR 33(11)

२०२२

				1405.50
Zonal FSI	Free Sale AREA	PTC Area	Total B/U	
1.00	1.50	1.50	4.00	
1405.50	2108.25	2108.25	5622.00	
Permissable B/U area			5622.00	
Less area for PTC			2108.25	
balance area available			3513.75	
Fungible FSI as per DCPR 31.5			1967.7	
5622.00 X 35%				
Total Permissible Builtup area			5481.45	
Nos of Society member			26	
Area retained by Society member			2572.52	
Area available to developer			2908.93	
7741.5	3436.72			
Value Of Developer Area			₹ 21,10,42,871/-	A
2908.93 X 72550				
Less value of Fungible FSI premium			₹ 3,18,32,622/-	B
1967.7	2040.22 X 35%	714.077		
1253.62 X 72550 X 35%				
Less Const. cost of Rehab			₹ 6,37,74,562/-	
2108.25 X 30250				
Value of Developers area(A-B-C)			₹ 11,54,35,687/-	
Market Value		Say	₹ 11,54,36,000/-	

CONSIDERATION

Const. cost of area retained by Owmer -						₹ 8,17,09,667
2572.52	X	30250	X	1.05		
Rent						₹ 3,45,75,660
18294	X	75	X	12	16464600	
18294	x	82.5	x	12	18111060	
Brokerage						₹ 4,75,644
18294	X	26	X	1	475644	
Shifting						₹ 27,44,100
18294	x	75			1372050	
18294	x	75			1372050	
Hardhip Compensation / Corpus Fund						₹ 1,38,85,800
700	x	18294			12805800	
1080000	x	1			1080000	

३. एकुण पान १ ते ७९ 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 - ०१ यांचे समक्ष करता येईल.

करुन - ५		
१८०५३	१८	३००
२०२२		

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. Shree Sai Realtors
पता	201, Sai Plaza, Jawahar Road, Ghatkopar (East), Mumbai - 77
प्रत	सह दुय्यम निबंधक कुर्ला कार्यालय क्र.१/२/३/४/५
Signature	
Name of authorized person	
Mobile No	

मुद्रांक जिल्हाधिकारी कुर्ला

Parking							₹ 27,03,594
26	X	13.75	X	30250	X	0.25	
Development Charges under MR&TPAct							₹ 47,59,162
2572.52	X	72550	X	2%			
Soc Off/s.cabin /gym							₹ 41,63,640
137.64	X	30250					
Infrastructure charges							₹ 1,28,62,600
2572.52	X	5000					
TOTAL VALUE (A TO I)							₹ 15,68,53,401

करल - ५
१९०७३ | ९५ | २०
२०२२

Say Rs. 15,68,54,000/-

Security Flat Value Rs Rs.1,73,59,451/-
1000 x 1.1 /10.76 x 154370 x 1.10 Say Rs.1,73,59,500/-

वरील प्रमाणे दस्तातील मिळकतीचे बाजारमुल्य रक्कम Rs. 15,68,54,000/- ते मोबदला मुल्य Rs. 11,54,36,000/- पेक्षा जास्त असल्याने ते मोबदला Rs. 15,68,54,000/-. (Rs. Fifteen Crore Sixty Eight Lack Fifty Four Thousand Only) ग्राहय धरुन त्यावर मु.शु. आकारणे योग्य वाटते . त्यानुसार मुद्रांक शुल्क आकारणी खालीलप्रमाणे

A.V.	Article	Stamp Duty
Rs 15,68,54,000/-	**5(g-a)**	**Rs. 79,12,700/-**
Security Flat Value Rs.17359500/-	54	Rs. 26,798/-
		Rs 79,29,498/

सदर सहाय्यक नगर रचनाकार यांचे अहवालानुसार अर्जदार यांस दि. १०/०८/२०२२ रोजी मुद्रांक शुल्का बाबतचे अंतरीम आदेश देण्यात आले होते. त्या अंतरिम आदेशाच्या अनुषंगाने M/S. Shree Sai Realtors यांनी रोजी दि. २१/०९/२०२२ चे पत्रान्वये M/S. Shree Sai Realtors सदर मुद्रांक शुल्क मान्य असुन त्याबाबत कोणताही आक्षेप नसल्याचे कळविले आहे.

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

अंतिम आदेश

1 अभिनिर्णयाकरीता सादर केलेल्या दस्तास महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या अनुसूची १ मधील अनुच्छेद 5(g-a). नुसार मुद्रांक शुल्क रु. ७९,२९,४९८/- देय असल्याबाबत जा.क्र. अभि /आदेश/ ५१५९ दि. १०/०८/२०२२ अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपणेचा पक्षकार यांना केला असल्याने दि. २२/०९/२०२२ रोजी विहित केलेल्या चलना करुन दिसून येत असल्याने दि. १०/०८/२०२२ रोजीचा अंतरिम आदेश हा अंतिम आदेश म्हणुन 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 पक्षकाराची राहील तसेच महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, कुर्ला हे जबाबदार राहणार नाहीत.

मुद्रांक जिल्हाधिकारी कुर्ला

मुद्रांक जिल्हाधिकारी, कुर्ला यांचे कार्यालय

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

जा.क्र/ मुजीकु / आदेश /5869/ 22 दि. 22/09/2022

(महाराष्ट्र मुद्रांकअधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

करल - ५
२०१०३ | २८ | ३०० | २०२२

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/569/2022/K, M/S. Shree Sai Realtors यांनी दिनांक 27/07/2022 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	Kailas Kiran No. 2 Co-Op. Housing Society Ltd.
The Developer	M/S Shree Sai Realtors
Detail of the Property	
Village	Ghatkopar - Kirol
Taluka	Kurla
Plot Area	1405.50 sq.mt
C.T.S No	CTS 5958 (pt) ,TPS No 3 ,Final Plot No 20
Zone 2022/23	103.493 - Village - Ghatkopar -
Rate per sq.mt	
Land Rate	Rs. 72,550/-
Const Cost	Rs. 30,250/-
Resi. Rate	Rs. 1,54,370/-

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

अभिनिर्णयाकरीता प्राप्त झालेला उपरोक्त दस्त हा Development Agreement चा दस्त असून निष्पादित झालेला नाही. दस्ताचे अवलोकन केले असता असे दिसून येते की दस्तात नमूद Sheduled नुसार भुखंडाचे एकुण क्षेत्र १४०५.५० चौ.मी आहे, त्यावर सोसायटीची जुनी इमारत असून त्यामध्ये एकुण २६ सभासद आहेत. सोसायटी सदर दस्ताद्वारे सदर मिळकतीचे विकसनाचे अधिकार विकासकास देत आहे. दस्तात नमूद केल्यानुसार सभासदाच्या ताब्यात एकुण २०४०.२२ चौ मी अस्तित्वातील बाधिव क्षेत्र असून सदर सदनिकेच्या मोबदल्यात विकासक नविन इमारतीमध्ये सभासदास एकुण २५७२.५२ चौ मी बाधिव क्षेत्र विनामुल्य देणार आहे, तसेच २६ कार पार्कींग देणार आहे. दस्तात नमूद केल्यानुसार विकासक सभासदाना भाडे, बांकरेज व शिफ्टींग चार्जस इत्यादी देणार असल्याचा उल्लेख आहे

दस्तासोबत अर्जदार यांनी बृहन्मुंबई महानगरपालिकेचा D P Remarks व त्यासोबत असलेला block Plan जोडलेला आहे. सदर भुखंडास ९.१५ मी या रुंद रस्त्यावर स्थित असल्याने बृहन्मुंबई महानगरपालिका सुधारीत विकास नियंत्रण नियमावली २०३४ मधील नियम क्रमांक ३०, टेबल क्रमांक १२ नुसार FSI अनुज्ञेय राहील.

उपरोक्त बाबी विचारात घेता भुखंडधारक मिळणाऱ्या बाबीचे मुल्य हे जमिन तालकास मिळणाऱ्या हिश्श्याचे मोबदल्याचे मुल्य म्हणून विचारात घेणेत येत आहे. तसेच सदर भुखंडावर अनुज्ञेय असलेला मूळ FSI, TDR आणी Fungible FSI विचारात घेवुन त्यानुसार भुखंडावर अनुज्ञेय होणारे बांधकामातुन भुखंडधारक यांना

मुद्रांक जिल्हाधिकारी कुर्ला

विनामोबदला मिळणारे बांधकाम क्षेत्रा वजा जाता विकासकास विक्रीसाठी उपलब्ध क्षेत्राचे जमिनदराने येणारे मुल्य हे विकसनकर्ताला मिळणा-या हिश्याचे मुल्य म्हणुन विचारात घेणेत येत आहे. वरील दोन्ही मुल्यापैकी जास्तीचे मुल्य हे या दस्ताचे मुल्य बाजारमुल्य म्हणुन विचारात घेणेत येत आहे.

सबब प्रस्तुत प्रकरणी बाजारमुल्य मार्गदर्शक सूचना व एन २०२२ - २०२३ नुसार मुल्यांकन खालीलप्रमाणे

करल - ५
२०२२

VALUATION 33(11)

Area Of Plot				1405.50
FSI permissible as per DCPR 33(11)				
Zonal FSI	Free Sale AREA	PTC Area	Total B/U	
1.00	1.50	1.50	4.00	
1405.50	2108.25	2108.25	5622.00	
Permissable B/U area			5622.00	
Less area for PTC			2108.25	
balance area available			3513.75	
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5622.00 X 35%				
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2908.93 X 72550				
Less value of Fungible FSI premium			₹ 3,18,32,622/-	B
1967.7	2040.22 X 35%	714.077		
1253.62 X 72550 X 35%				
Less Const. cost of Rehab			₹ 6,37,74,562/-	
2108.25 X 30250				
Value of Developers area(A-B-C)			₹ 11,54,35,687/-	
Market Value		Say	₹ 11,54,36,000/-	

CONSIDERATION

Const. cost of area retained by Owmer -						₹ 8,17,09,667
2572.52	X	30250	X	1.05		
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18294	x	82.5	x	12	18111060	
Brokerage						₹ 4,75,644
18294	X	26	X	1	475644	
Shifting						₹ 27,44,100
18294	x	75			1372050	
18294	x	75			1372050	
Hardhip Compensation / Corpus Fund						₹ 1,38,85,800
700	x	18294			12805800	
1080000	X	1			1080000	

Parking							₹ 27,03,594
	26	X	13.75	X	30250	X	0.25
Development Charges under MR&TPAcr							₹ 47,59,162
	2572.52	X	72550	X	2%		
Soc Off/s.cabin /gym							₹ 41,63,640
	137.64	X	30250				
Infrastructure charges							₹ 1,28,62,600
	2572.52	X	5000				
TOTAL VALUE (A TO I)							₹ 15,68,53,481
							Say Rs. 15,68,54,000/-

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Security Flat Value Rs Rs.1,73,59,451/-
1000 x 1.1 /10.76 x 154370 x 1.10 Say Rs.1,73,59,500/-

वरील प्रमाणे दस्तातील मिळकतीचे बाजारमुल्य रक्कम Rs. 15,68,54,000/- व मोबदला मुल्य Rs. 11,54,36,000/- पेक्षा जास्त असल्याने ते मोबदला Rs. 15,68,54,000/- (Rs. Fifteen Crore Sixty Eight Lack Fifty Four Thousand Only) ग्राहय धरुन त्यावर मु.शु. आकारणे योग्य वाटते . त्यानुसार मुद्रांक शुल्क आकारणी खालीलप्रमाणे

A.V.	Article	Stamp Duty
Rs 15,68,54,000/-	5(g-a)	Rs. 78,42,700/-
Security Flat Value Rs.17359500/-	54	Rs. 86,798/-
		Rs. 79,29,498/-

सदर सहाय्यक नगर रचनाकार यांचे अहवालानुसार अर्जदार यांस दि. १०/०८/२०२२ रोजी मुद्रांक शुल्का बाबतचे अंतरीम आदेश देण्यात आले होते. त्या अंतरिम आदेशाच्या अनुषंगाने M/S. Shree Sai Realtors यांनी रोजी दि. २१/०९/२०२२ चे पत्रान्वये M/S. Shree Sai Realtors सदर मुद्रांक शुल्क मान्य असुन त्याबाबत कोणताही आक्षेप नसल्याचे कळविले आहे.

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

अंतिम आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या दस्तास महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या अनुसूची १ मधील अनुच्छेद 5(g-a), नुसार मुद्रांक शुल्क रु. ७९,२९,४९८/- देय असल्याबाबत जा.क्र. अभि./आदेश/५१६९ दि. १०/०८/२०२२ अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपाविना पक्षकार यांनी केला असल्याने दि. २२/०९/२०२२ रोजी विरुपित केलेल्या चलना वरुन दिसून येत असल्याने दि. १०/०८/२०२२ 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 पानं १ ते ७९ आहेत. दस्तातील नमूद सर्व Annexure तसेच अनुषंगीक कागदपत्र हा दस्ताचा भाग बनविण्यात येत आहे.

४. सदरील आदेशातील बाजारमुल्याबाबत म. मु. अ १९५८ च्या कलम ३२ – ब नुसार अपील करावयाचे असल्यास आदेशाच्या दिनांका पासून ६० दिवसाच्या आत मा. अगर मुद्रांक नियंत्रक मुंबई प्रधान मुद्रांक कार्यालय, नगरभवन फोर्ट मुंबई-०१ यांचे समक्ष करता येईल.

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

(हरिश्चंद्र पाटील)
मुद्रांक जिल्हाधिकारी कुर्ला.

प्रति	M/s. Shree Sai Realtors
पत्ता	201, Sai Plaza, Jawahar Road, Ghatkopar (East), Mumbai - 77
प्रत	सह दुय्यम निबंधक कुर्ला कार्यालय क्र.१/२/३/४/५
Signature	
Name of authorized person	
Mobile No	

मुद्रांक जिल्हाधिकारी कुर्ला

CHALLAN

MTR Form Number-6

GRN MH007241562202223E	BARCODE	Date 02/09/2022-15:39:19	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	Shree Sai Reddy
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	
Account Head Details	Amount In Rs.	Premises/Building	
0030053801 Amount of Tax	7929500.00	Road/Street	
		Area/Locality	
		Town/City/District	
		PIN	
		Remarks (If Any)	
		ADJ/7100901/569/2022/K	
		Amount In Words	Seventy Nine Lakh Twenty Nine Thousand Five Hundred Rupees Only
Total	79,29,500.00		
Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK	

Cheque/DD Details		Bank CIN	Ref. No.	00040672022090257116	CKU6432586
Cheque/DD No.		Bank Date	RBI Date	02/09/2022-03:40:42	03/09/2022
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		246 , 03/09/2022	

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THE SEAL OF THE SUB REGISTRAR KURLA'S MUMBAI SUBURBAN DIST. (BANDRA)

जिल्हाधिकारी

DEFACED

₹7929500.00

DEFACED

Department ID :

Mobile No. : 9619298192

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

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

Signature Not Verified
Digitally signed by DS VIRTUAL TREASURY MUMBAI 03
Date: 2022.09.22 14:02:49 IST
Reason: GRAS Secure Document
Location: India

Challan Defaced Details

Sr. No.	Firm	Defacement No.	Defacement Date	UserId	Defacement Amount
1		0004034696202223	22/09/2022-14:02:45	IGR241	7929500.00
			Total Defacement Amount		79,29,500.00

Print Date 22-09-2022 02:02:49

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THE SEAL OF THE SUB REGISTRAR KURLA-5
MUMBAI SUBURBAN DIST. (BANDRA)

GRN No :- MH007241562202223E - Dt. 02/09/2022
Deface No :- 000403469620222 3 - Dt 22/09/2022

M.V :- Rs. 115436000/-
A.V. 156854000/- + Security
Flat Value 17359500/-
Area - 1405.50 sq. mtr.

Certificate under (11) of the Bombay Stamp Act, 1958
Office of the Collector of stamps, Kurla
ADJ No. /1100901/569/22/K | 642/22
Date 21/09/2022
Received from shri M/S. Shree Sai Realtors
Received at
Sum of Rs. 7929500/- Seventy Nine Lacs Twenty Nine Thousand Five Hundred only
Vide Pay No. gras Dated 02/09/22
Certified under Section 53 (1) (i) of the Bombay Stamp Act, 1958 that the full duty
Of Rs. 7929498/- Seventy Nine Lacs Twenty Nine Thousand Four Hundred Ninety Eight only
With which this instrument is chargeable
Has been paid at article No. 5(g-a)254
Of Schedule
This certificate is subject to the provisions
Of section 53-A of Bombay Stamp Act, 1958
Place Kurla
Date 21/09/2022
Collector of Stamps
Kurla

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मुद्रांक जिल्हाधिकारी कुर्ला

ADJUDICATION FEE 100/- PAID

हे प्रमाणपत्र "मुंबई मुद्रांक अधिनियम १९५८ अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिका-यासमोर याचाल झाल्यास, नोंदणी अधिनियम १९०८ च्या अधिनियमातील तरतूदी नुसार नोंदणी अधिकारी दस्त नोंदणीचे कार्यवाही करतील."

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** made and executed at Mumbai this 27th day of **September, 2022**;

BETWEEN:

KAILAS KIRAN NO. 2 CO-OP. HOUSING SOCIETY LTD., a Co-operative Housing Society duly registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG/3968 of 1973 and having its registered address at Plot No. 20, Tilak Road, Opp. Sindhu Wadi, Ghatkopar (East), Mumbai - 400077 hereinafter called **"the SOCIETY"** by the hands of its Authorized Office Bearers **(1) Mr. Vipul J. Goda (Hon. Secretary), (2) Mr. Jatin P. Dave (Hon. Chairman), (3) Mr. Rajesh J. Mehta (Hon. Treasurer)** (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to include the Office Bearers of the Society and/or elected Managing Committee of the Society, all members of the said Society from time to time and all its successors and assigns) **of the FIRST PART;**

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AND

Sr. No.	Name of The Member/s	Flat No.	Share Certificate No.
1	BHARATBHAI DANABHAI PATEL	1	1
2	MADHUBEN KARSAN PATEL, VINAY KARSAN PATEL	2	2
3	MADHUKANTA DINESH SHAH/DINESH RATILAL SHAH/ LINA RAJIV SHAH	3	3
4	JAYESH DINESH MODI/ HEMEN DINESH MODI	4	4
5	CHANDRIKA H SHAH	5	5
6	DEEPAK MANSUKHLAL SHAH/ AMI P. SHAH	6	6
7	AMRUTLAL PRABHUDAS BHIMJIANI	7	7
8	HEMAL KETAN SHAH	8	8
9	INDIRA KANTILAL DOSHI	9	9
10	RAJESH JAYANTILAL MEHTA /RITA RAJESH MEHTA	10	10
11	MR RAJESH BABULAL RATHOD/ HEENA R.RATHOD	11	11
12	MRS. HASUMATI SEVANTILAL SHAH	12	12
13	MRS SEEMA TARAK SHAH AND TARAK GULABCHAND SHAH	13	13
14	NARANBHAI DANABHAI PATEL/SANTA NARANBHAI PATEL	14	14
15	MR NARESH PRAVINCHANDRA PAREKH & Mrs. RITA NARESH PAREKH	15	15
16	MR. JAYESH RAMANLAL SHAH & MRS. NITA JAYESH SHAH	16	16
17	MR RAJU R.SAMANI/ CHHAYA R. SAMANI	17	17
18	MR JATIN PRAFULLCHANDRA DAVE & SONAL J.DAVE	18	18
19	DIPEN PRABHUDAS RAMJIYANI/MANISHA DIPEN RAMJIYANI	19	19
20	MRS.SHILPA PARESH THAKUR	20	20

21	MR DHARMENDRA NARANBHAI PATEL	21	21
22	MRS. ILLABEN VINOD SHAH	22	22
23	NATHIBEN BHOJRAJ PATEL/HARISH BHOJRAJ PATEL	23	23
24	VIJAY NARANBHAI PATEL	24	24
25	GAURANG PRAKASH SHAH	25	25
26	VIPUL JAYSUKHLAL GODA/MANISHA VIPUL GODA/JAYSUKHLAL KESHVLAL GODA	26	26

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all Adults, all Indian Inhabitants being the 26 members of the Society hereinafter jointly called as **"THE MEMBERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, legal representatives, executors, successors, assigns and administrators) **of the SECOND PART;**

AND

M/S. SHREE SAI REALTORS, a Partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its registered office at 201, Sai Plaza, Jawahar Road, Opp. Ghatkopar Railway Station, Ghatkopar (E), Mumbai- 400077, hereinafter called as **"THE DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partner/s constituting the said firm from time to time and the heirs, executors and administrators of the last surviving Partner) **of the THIRD PART.**

WHEREAS:

A) By a registered Conveyance dated 9th October, 1970 duly registered with the sub-registrar of Bombay under Serial no. 4625 of 1970 on 9th October 1970 executed between Varialsingh Lalasingh, Harusingh Lalasingh, Jawaharsingh Lilasingh, Ramsingh Lilasingh and Idansingh Sitalsingh being the Vendors therein referred to of the One Part and M/s. D.K.Patel & Co being the Purchasers therein referred to of the Other Part, the said Varialsingh Lalasingh, Harusingh Lalasingh, Jawaharsingh Lilasingh, Ramsingh Lilasingh and Idansingh Sitalsingh conveyed to M/s. D.K.Patel & Co their respective undivided, share, right, title and interest in all that piece and parcel of land or ground bearing Plot No. 20 of Town Planning Scheme No. III, Ghatkopar as described in the Schedule hereunder written and Plot No. 21 of the said Town

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Planning Scheme No. III for the consideration and upon the terms and conditions therein contained.

B) Thereafter, by a registered Indenture dated 21st November 1973 executed between Danabhai Khimji Patel, Kanji Danabhai Patel and Bhogilal Danabhai Patel, the Partners of M/s D.K. Patel & Co. being the Transferors therein referred to of the One Part and the Society herein being the Transferees therein referred to of the Other Part, Danabhai Khimji Patel, Kanji Danabhai Patel and Bhogilal Danabhai Patel, the Partners of M/s. D.K. Patel & Co. sold transferred and conveyed the property being all that piece and parcel of land or ground bearing Plot no. 20 of Town Planning Scheme No. III, Ghatkopar admeasuring 1475 sq.meters equivalent to 1782 sq. yards. **('said Land')** alongwith a building 'Kailas Kiran No. 2', **('said Building')** standing thereon as more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions therein contained.

C) The Society being desirous of raising funds for the better maintenance and improvement in the facilities and amenities, passed a resolution in its Annual General Meeting dated 25th July 1998 and decided to sell development rights to construct two residential flats on a selected and identified eastern part of a terrace of the said building 'Kilash Kiran No. 2' by inviting tenders from interested persons authorizing the Managing Committee Members of the Society for the same.

D) Pursuant to the aforesaid resolution, the Society invited tenders and out of the tenders received by the Society, the tender submitted by Smt. Madhukanta Babulal Shah was approved and accepted by the Society.

E) Thereafter, By a Development Agreement dated 16th November 1998, executed between the Society being the Vendor therein referred to of the First Part and the then 23 members of the Society being the Confirming Members therein referred to of the Second Part and Smt. Madhukanta Babulal Shah being the Purchaser therein referred to of the Third Part, the Society with the confirmation of its then members agreed to sell to Smt. Madhukanta Babulal Shah a right to develop an eastern part of the terrace out of the terrace above the third floor of the said building Kailas Kiran No. 2 by constructing two or more self-contained residential flats and to sell the said residential flats or to retain them for self-use for the consideration and upon the terms and conditions therein contained.

F) The name of the Society is mutated as the Owner in the relevant Property Card pertaining to the said land. However, there is some correction to be carried out in the name of the Society on the said Property Card, which the Developers hereby agree and undertake to carry out at their own cost. The said land and the said building shall collectively be referred to as the '**said Property**'. A copy of the latest property card in respect of the said land is annexed and marked as **Annexure-"A"** hereto.

G) The said building is presently in a dilapidated condition and is in need of heavy structural repairs, aesthetical uplift and preferably reconstruction which involve considerable expenditure. As the said society and its members are not conversant with the redevelopment procedure and also do not have the financial wherewithal for carrying out the redevelopment / construction of the New Building, the Society had in their Special General Body Meeting held on 2nd December 2021, unanimously resolved that the said building be demolished and a new building/s be constructed on the said land by utilizing the entire benefit of FSI available in respect of the said land under the prevailing DCPR. A copy of the resolution passed by the said society in its Special General Body Meeting is annexed as **Annexure-"B"** hereto.

H) The said Society after following the procedure prescribed under section-79-A of the Maharashtra Co-operative Societies Act, 1960 invited offers from interested developers who were interested in carrying out the redevelopment of the said property.

I) The Society received offers from 2 (Two) developers i.e. Damji Shamji Shah Group dated 29th November 2021 and the Developers herein dated 25th November 2021 and revised offer dated 22nd February 2022 and after conducting the necessary due diligence and after scrutinizing the best proposals for redevelopment received from reputed developers, the Society has finalized and selected the offer received from Developers and has decided to carry out the redevelopment of the said property through the Developers under Regulation 33(11) of the DCPR,2034. The Society has accordingly passed a resolution in its Special General Body Meeting dated 20th March 2022 in the presence of the officer from the office of the Dy. Registrar of Co-operative Societies unanimously appointing the Developers herein as the Developers to carry out the redevelopment of the said property. A copy of the resolution dated passed by the said society in their Special General Body Meetings held on 20th March 2022 in the presence of the officer from the office of the Dy. Registrar of Co-operative Societies is annexed as **Annexure-"C"** hereto.

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J) Pursuant to the aforesaid resolution, the Society has issued a Letter of Appointment ('LOA') in favour of the Developers herein confirming the appointment of the Developers to carry out the redevelopment of the said property and thereby recorded the broad commercial understanding which was arrived at between the Society and the Developers in respect of the redevelopment of the said property. A copy of the LOA is annexed as **Annexure-"D"** hereto.

K) Based on the aforesaid negotiations and mutual representations, the Society with the confirmation of its Members has agreed to grant the development rights in respect of the said property to the Developers and the Developers have agreed to accept the development rights in respect of the said property from the Society upon the terms and conditions recorded hereinafter.

L) The parties are desirous of reducing in writing the mutually agreed terms and conditions arrived at between them as under:

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

1. DEFINITIONS AND INTERPRETATIONS:

In this Agreement, the following words and expressions shall unless be repugnant to the context or meaning thereof, when capitalized, have the meaning hereinafter respectively assigned and described below.

1.1. Definitions

1.1.1. "**Applicable Law/(s)**" means any applicable national, central, state, local or other laws, statutes, codes, regulations, ordinances, rules, judgment, order, decree, bye-law and includes directives, guidelines, policies of any Governmental Authority having force of law;

1.1.2. "**Said Building**" shall mean the existing Building "Kailas Kiran No.2" having two wings, both comprising of ground and 4 upper floors viz: - A Wing having 13 flats and 1 garage and B Wing having 13 flats and 4 garages presently standing on the said land.

1.1.3. **"Existing Flat Area"** shall mean the carpet area of the existing flat in occupation of the Members in the said buildings as stated in **Column 5 of Annexure - "E"** (*set out hereinbelow*).

1.1.4. **"New Building/s"** shall mean the new building/s and Common Car Parking Towers to be constructed on the said land by amalgamating it with the adjoining land belonging to Shankar Chhaya CHSL bearing Final Plot No. 19, by the Developers, after demolishing the said building and after utilizing the available FSI, after obtaining the requisite permissions, sanctions and approvals from statutory authorities.

1.1.5. **"Permanent Alternate Accommodation (PAA)"** shall mean a self-contained flat in the new building/s, admeasuring the existing flat area plus 25% additional MOFA carpet area over and above the area of the existing flat area and 20% additional MOFA carpet area of the existing area of the terrace/garage to be allotted by the Developers to the members in his or her PAA, free of costs and on ownership basis as defined in **Column 9 of Annexure - "E"** (*set out hereinbelow*).

1.1.6. **"Project"** shall mean the redevelopment of the said property and the adjoining property belonging to Shankar Chhaya CHSL, by amalgamating the same and redeveloping it under Regulation 33(11) of the DCPR, 2034 as a common layout, by demolishing the said buildings and constructing new building/s as per the approvals and permissions from competent/ statutory authorities under the prevailing laws by clubbing the same as per the Developers discretion, by arranging the Permanent Transit Camps **(PTC's)** as per the Developers discretion under regulation 33(10) of DCPR, 2034.

1.1.7. **"Vacation Notice"** shall mean the written notice to be issued by the Developers to the Managing Committee of the Society specifying therein the date on which the Society and its members shall be required to handover the vacant, physical and peaceful possession of their respective flats /garages and the said building to the Developers so as to enable the Developers to demolish the said building. The Vacation Notice shall be accompanied with the cheques favouring all Members of the Society for all amounts payable by the Developers to the Members/Society as per this Agreement.

1.1.8. **"Vacation date"** shall mean the date mentioned in the Vacation Notice, when all the 26 members of the Society shall vacate their respective flats/garages and the said property and hand over the vacant, physical and peaceful

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possession thereof to the Managing Committee Members of the Society who shall on the same date in turn hand over the same to the Developers to demolish the same,to carry out the redevelopment of the said property.

1.1.9. "**Approvals**" means all approvals, permissions, authorizations, consents, licenses, exemptions sanctions and notifications whether from any Government/Semi-Government/Statutory Authority, regulatory or departmental authority or otherwise including, without limitation (including environmental clearances and approvals, Chief Fire Officer NOC), including land use and zoning permits for and in respect of the Property and floor space index (FSI) including base FSI/ premium FSI/ TDR, approvals and sanction of the lay-out plans and building plans by the local town and planning authority, commencement certificate, commencement notice, consent to establish (CTE), tree cutting approvals, any specific approval required from MCGM/SRA, all the condition and requirement of MAHARERA and NOC for the same, approvals for marketing office, site office etc., all other required NOC's from authority and parties having interests or rights in or over the Property who by lawful exercise of their powers in the absence of such consent could prevent or impede the carrying out or progress of the Project or the use and enjoyment of the completed Project under the Applicable Laws and/or required for the development of the said Property and due implementation of the Project under this Agreement following due process prescribed under Applicable Laws.

1.1.10 "**Completion of the Project**" shall mean completion of the construction of the Project in accordance with this Agreement and the Development Agreement executed with Shankar Chhaya CHSL and approved Plans (including without limitation, completion of all civil, architectural, plumbing & fire fighting, electrical, lift, mechanical, fit outs for common areas, infrastructure work for the buildings and the Project as per the layout of the Project and all other work in relation to the Project as required to make it fit for occupation);

1.1.11. "**Contractor**" shall mean commonly, a person or any legal entity appointed by Developers from time to time to complete the construction of the Project as per the approvals and permissions sanctioned by MCGM and /or any other statutory authority.

1.1.12. "**Data**" means all of the drawings, designs, design information, descriptions, calculations, schedules, specifications, plans, samples, patterns, models,

mock-ups, computer software drawings and all other information and documents including all eye readable or computer or other machine readable data relating to the design or execution of the Project;

1.1.13. "**Escrow Accounts**" shall mean the no lien and non-interest bearing escrow bank accounts opened by Developers with a designated bank in compliance with the Applicable Laws including, but not limited to RERA.

1.1.14. "**Marketing**" means and includes advertising, and any other form of dissemination of information about the Project and the premises to be constructed therein to the public at large,

1.1.15. "**Person**" shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited liability partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory organization, arbitrator, board, or other entity, enterprise, authority, or business organization;

1.1.16. "**Professionals**" shall mean and include advocates, architects, planners, designers, interior decorators, landscaping consultants, builders, construction agencies, civil engineers, contractors, electrical engineers, quantity surveyors, RCC consultants, soil survey experts, other specialists and experts, evaluation agencies, chartered accountants, cost accountants, insurance agency, advertising, marketing, etc., and all other agencies which are required to be engaged for the conceptualization, design, execution, implementation, construction, completion and sale of the Project;

1.1.17. "**Project Cost**" shall mean to include all costs pursuant to the execution and registration of these presents and shall be deemed to mean and include all goods/services/fees/premiums/deposits/charges/expenses/ taxes/ duties/ levies/ rent etc. purchased/hired/engaged/incurred/paid solely by Developers relating to the completion of the construction and the development of the Project. All Project Cost shall be borne solely by the Developers. Without limiting the generality of the foregoing, Project Cost shall include the following:

a. all costs for engaging Vendors and amount payable to the vendors as per the agreements entered into with them,

b. external/internal development charges/costs (if any, by whatever name called);

c. construction cost including, cost of labour, material, contractor, infrastructure cost, cost of approach roads and allied services on roads like sewer, storm water line, street lighting; electrical work, plumbing, painting, interiors (if provided),

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finishes, landscaping, water conservation/rain water harvesting, and such other costs;

d. all costs, fees, premiums, deposits, charges paid to relevant municipal corporation/SRA and other relevant Government Authorities for the purpose of obtaining, maintaining or renewing Approvals;

e. costs of security and other administrative staff required for the purpose of the Project;

f. maintenance costs, site office capital expenditure and operating running expenses and other expenses exclusively towards the Project to the extent such expenses are payable to third parties;

g. property taxes, Taxes for Land Under Construction, Goods and services Tax or any other tax, duties and levies with respect to the Project, save and except the GST and other applicable taxes payable by the members on the additional area purchased by them from the Developers;

h. costs for carrying out all the work and/or services for leveling of the Property, the design and construction of the buildings and all other building works, engineering works, lift work, road works, drainage works, service works, amenities and consultant costs ancillary thereto required to carry out the construction of the Project including the ancillary infrastructure and paid to any contractor under any building contract;

i. all direct costs related to development of the Project including direct employment costs for the Project (whether on payroll of Developers, only in case if the employed person has been deputed exclusively for the Project, and/or third party appointed if any), thereof;

j. costs of construction of amenities and facilities and other services at the Project;

k. cost of purchase of TDR from the open market, Fungible FSI or any and kind of premium FSI from Government Authority;

l. costs and expenses incurred or to be incurred by the Parties in managing and operating bank Account/s;

m. all taxes, cess, duties, charges/fees of regulatory bodies, any other authority related tax, fees and deposits applicable on the Revenue or the consideration or in relation to the development of the said Project;

n. cost with respect to utilities including electricity charges and water charges in relation to the Project;

o. cost of liaison with various Government Authorities either directly or through third party agencies;

p. costs of financing the Project including interest, principal and all other costs and expenses incurred for availing the financial facility;

q. legal costs and expenses including fees of legal consultants exclusive any such costs and expenses arising out of or in connection with any legal proceedings or dispute between the Parties;

r. Stamp duty and registration charges wherever applicable with respect to all documents executed in the course of development of the Project and Goods and Services Tax if applicable on this agreement excluding the applicable Stamp Duty and GST on the additional area purchased by the Members from the Developers.

1.1.18 **"Free Sale Area"** shall mean the total carpet area under RERA which is available with the Developers for sale in the New Building. For the purpose Free Sale Area shall be deemed to include Developers car Parking spaces, common areas, amenities, etc. in accordance with the approvals and sanctions under the prevailing laws;

1.1.19 **"Sale Flat/s"** shall mean self-contained flat/s in the new building forming a part of the Free Sale Area available with the Developers for sale.

1.1.20 **"Society's Car Parking's"** shall mean the 26 car parking's agreed to be allotted by the Developers to the Society for its members in any of the car parking towers.

1.1.21 **"Developers Car Parking's"** shall mean the remaining car parking's, except the Society's Car Parking's in any of the car parking towers, available with the Developers to be allotted with the Sale Flats to the Sale Flat Purchasers, as per the Developers discretion.

1.1.22 **"Force Majeure"** shall mean and include fire, earthquake, flood, epidemic, riot, civil disturbance, pandemic, lockdowns, war, acts of God, non-availability of cement or steel which is beyond the control of the Developers and/ or acts of public authorities that prevent or delay the performance of any one or more obligations of the Developers, change in law, regulations, or the policies, or any order of any court, tribunal, authority etc. which affect the said Project or development/real estate construction industry as a whole and/or all other acts which are beyond the reasonable control of the Developers and which are not attributable to any default on the part of the Developer. Notwithstanding anything contained in this Agreement, it is agreed that if because of any Force Majeure event, the Developers are prevented from carrying on with or

hampered in performance of any of their obligations under this Agreement or otherwise (hereinafter referred to as the "**Force Majeure Event**"), then the reason and delay shall be intimated by the Developers to the Society and if the Developers invoke this clause, the performance of all the obligations of the Developers, except the obligation of the Developers to continue paying the monthly compensation for Temporary Alternate Accommodation to the Members of the Society after invoking and during the subsistence of the Force Majeure Event, under this Agreement or otherwise shall stand suspended for such time as the Force Majeure Event continues and such time shall be excluded for the purpose of computation of time for performance of the Developers' obligation.

"Vendors" means any Professional Specialist, consultants, supplier, vendor, contractor, sub-contractor or other third-party agencies or service providers appointed by Developers for the purpose of development of the Project.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

1.2.1 the terms referred to in this Agreement shall, unless defined otherwise or inconsistent with the context or meaning thereof, bear the meaning ascribed to them under the relevant statute/legislation;

1.2.2 all references in this Agreement to statutory provisions shall be construed as meaning and including references to:

i. any statutory modification, consolidation or re-enactment made after the date of this Agreement and for the time being in force;

ii. all statutory instruments or orders made pursuant to a statutory provision;

iii. any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification;

1.2.3 headings are inserted for convenience only and shall not affect the construction of this Agreement;

1.2.4 words importing a gender include all genders;

1.2.5 references to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, innovated or replaced from time to time;

1.2.6 References in this Agreement to Clauses, Recitals, Schedules and Annexures are references to clauses, recitals, schedules and Annexures to this Agreement. The Recitals, Schedules and Annexures to this Agreement shall be deemed to form part of this Agreement;

1.2.7 Words or phrases used in this Agreement which are not defined above may be defined in the context in which they are used, and shall have the respective meaning thereto designated, unless the context otherwise requires.

2. The recitals hereinabove shall form an integral and operative part of this Agreement, as if the same are set out and incorporated herein verbatim.

3. In consideration of the covenants on the part of the Developers to be observed and performed hereunder, the Society hereby appoints the Developers to execute the Project by demolishing the existing building and reconstructing new residential building/s as per plans to be sanctioned by the concerned authorities and for the said purpose, the Society hereby grants to the Developers a license to enter upon the said Property for the purpose of carrying out the Project in exercise of the said development rights as envisaged herein.

4. In the course of executing the Project, the Developers shall be entitled to utilize the maximum development potential available for consumption under Regulation 33(11) of the DCPR.2034 on the said Property and the FSI potential generated by arranging the PTC's as per the developer discretion under Regulation 33(10) of the DCPR, 2034. Further, the Developers shall be entitled to the benefit of incentive additional Built up Area subject to mutually agreed terms between the Society and the Developers and duly reduced in writing.

5. The Society confirms that simultaneously with the execution hereof, the Developers have become entitled to carry out the redevelopment of the said Property in terms hereof and as permitted by law in accordance with the plans to be approved by the Competent Authorities and as may be amended from time to time. The Developers shall obtain approvals from statutory authorities as the case may be for the purpose of redevelopment of the said Property, demolition of the existing structures and construction of the New Building on the said Land.

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6. In consideration of the Society appointing the Developers in the manner provided in these presents, the Developers shall:

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A. **PERMANENT ALTERNATE ACCOMODATION (PAA):**

i. At their own costs and expenses construct new building/s on the said land and allot 26 PAA flats free of cost in the new building/s to be constructed on the said Land to the 26 existing members of the said Society as and by way of their Permanent Alternate Accommodation admeasuring the existing flat area plus 25% additional MOFA carpet area over and above the area of the existing flat. Further, the owner of the garages or terraces of the said building shall get an additional area in their permanent alternate accommodation, equivalent to 20% of the existing area of such garages or terraces. Further, as per the request of certain existing members, the Developers have agreed to sell/allot additional free sale area at a concessional rate to such members, which additional area shall be included/ embedded in the PAA flat/s and the terms thereof shall be contained in the individual PAA to be executed between the Developers and such member/s. In view of the above, the member wise area of the existing flats, the PAA flats (free of cost), allotted by the Developer in the New Building to be allotted the existing members of the Society etc. has been detailed in **Columns 9 of Annexure "E"**.

ii. The PAA agreements for the New Flats shall be executed and registered by the Developers with the Members, before the Member's vacate their respective present flats and handover the possession thereof to the Society on the vacation date. The PAA Agreements shall mention the new flat number and shall contain the sanctioned floor plan showing the MOFA carpet area of the Members New Flats in the New Building/s to be constructed by the Developers. The stamp duty and registration charges and/or GST with regard to the PAA Agreements shall be borne and paid by the Developers alone in respect of those members who shall execute and present themselves or their constituted attorney's for registration of this Agreement. In respect of those members who do not execute and present themselves or their constituted attorney's for registration of this Agreement, the stamp duty and registration charges in regard to their PAA Agreements shall be borne and paid by such Members and the Developers shall not be liable for the same.