CHALLAN

MTR Form Number-6

GRN MH017746941202223P	BARCODE	Date 29/03/2023-09:35:32	Form ID

Department	Inspector General Of Registration		
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	ABAFP01d1E
Office Name	BRL6_..f SUB REGISTRAR BORIVALI 6	Full Name	PEARL INFRA
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS NO 97A 27

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

Premises/Building	
Road/Street	UPPER GOVIND NAGAR MALAD E
Area/Locality	MUMBAI
Town/City/District	
PIN	4 0 0 0 9 7
Remarks (If Any)	SecondPartyName=ASHIYANA APARTMENT CHSL -
Amount In Words	Thiny Thousand Rupees Only

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 HUMBAI SUBURBAN, DIST. (BANDRA)

Payment Details	STATE BANK OF INDIA		
Cheque-DD Details			
Cheque/DD No.			
Name of Bank			
Name of Branch			

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	10000502023032900656	7581096405520
Bank Date	RBI Date	29/03/2023-09:39:09	Not Verified with RBI
Bank-Branch		STATE BANK OF INDIA	
Scroll No.	Date	Not Verified with Scroll	

Mobile No. : 9709580922

Department ID :

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

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

Print Date 29-03-2023 09:52:13

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CHALLAN
MTR Form Number-6

GRN MH017746941202223P	BARCODE	Date 29/03/2023-09:38:32	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)	ABAFP0181E
Office Name	BRL6_JT SUB REGISTRAR BORIVALI 6	Full Name	PEARL INFRA
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS NO 97A 27
Account Head Details	**Amount In Rs.**	Premises/Building	
0030063301 Amount of Tax	30000.00	Road/Street	UPPER GOVIND NAGAR MALAD E
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 9 7
		Remarks (If Any)	
		SecondPartyName=ASHIYANA APARTMENT CHSL~	
		Amount In Words	Thirty Thousand Rupees Only
Total	30,000.00		

DEFACED
₹30000.00
DEFACED

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BANDRA)

Payment Details	STATE BANK OF INDIA	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	10000502023032900656	7581096405520
Cheque/DD No.		Bank Date	RBI Date	29/03/2023-09:39:09	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. : 9769580922

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	(IS)-389-6320	0008755242202223	29/03/2023-19:35:48	IGR195	30000.00
			Total Defacement Amount		30,000.00

Print Date 29-03-2023 10:03:28

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Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2903202322098	Receipt Date	29/03/2023

Received from pearl infra, Mobile number 9967131230, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 6320 dated 29/03/2023 at the Sub Registrar office Joint S.R. Borivali 6 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	29/03/2023
Bank CIN	10004152023032920668	REF No.	308818992979
Deface No	2903202322098D	Deface Date	29/03/2023

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

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BORIVALI)

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Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2903202321664	Receipt Date	29/03/2023

Received from pearl infra, Mobile number 9967131230, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 6320 dated 29/03/2023 at the Sub Registrar office Joint S.R. Borivali 6 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	29/03/2023
Bank CIN	10004152023032920274	REF No.	3454781326320
Deface No	2903202321664D	Deface Date	29/03/2023

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

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST.

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	3003202311619	Receipt Date	30/03/2023

Received from DHC, Mobile number 0000000000, an amount of Rs.20/-, towards Document Handling Charges for the Document to be registered on Document No. 0 dated 30/03/2023 at the Sub Registrar office Joint S.R. Borivali 6 of the District Mumbai Sub-urban District.

DEFACED
₹ 20
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	30/03/2023
Bank CIN	10004152023033010785	REF No.	308919287360
Deface No	3003202311619D	Deface Date	30/03/2023

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

बरल - ६/

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Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2903202322171	Receipt Date	29/03/2023

Received from pearl infra, Mobile number 9967131230, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered on Document No. 6320 dated 29/03/2023 at the Sub Registrar office Joint S.R. Borivali 6 of the District Mumbai Sub-urban District.

DEFACED
₹ 200
DEFACED

Payment Details

Bank Name	SBIN	Payment Date	29/03/2023
Bank CIN	10004152023032920739	REF No.	308819012958
Deface No	2903202322171D	Deface Date	29/03/2023

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

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 ★ MUMBAI SUBURBAN DISTRICT

Adjudication Application Form

ADJ/IGR242/283/2023

पोच
दिनांक ....27 MAR 2023
मुद्रांक जिल्हाधिकारी
बोरीवली अधिकारिता

Application Number: 3409-112734
Case Number: Adj/IGR242/283/2023
Name of Applicant: PEARL INFRA
Address: F 48, PROFIT CENTRE, 90 FT ROAD, MAHAVIR NAGAR KANDIVALI, 400067
Date: 2023-03-26
Email: pearl@gmail.com
Mobile No.: 8955587778

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To,

Collector of Stamps, Borivali

Subject: Adjudication under section 31 of the Maharashtra Stamp Act.

Respected Sir/ Madam,

I want to here your opinion about stamp aduty applicable to the document of which details have been mentioned as below

DELIVERED
29

General Information

Article Type	**5-Agreement or its records or Memorandum Of Agreemen**	Document Title	डेव्हलपमेंट अँग्रीमेंट
Document Executed or Not	**No**	Date of Execution of The Document	**Not Available**

Party 1 Details

Organization Details

Type of Organization	Organization Name	Email	Mobile	Address	Detail Address
Propritership Firm	PEARL INFRA	pearl@gmail.com	8955587778	F 48, PROFIT CENTRE, 90 FT ROAD, MAHAVIR NAGAR KANDIVALI	, 400067

COLLECTOR OF STAMPS BORIVALI

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BANDRA)

Authorised Person's Details

Name	Date Of Birth	Age	Occupation	Identity Proof	Email	Mobile	Address	Detail Address
Mr. YUSUF MO SELOT	1985 12-05	38	BUSINESS	PAN - AKSJI8587A	yusuf@gmail.com	8558888777	F 48, PROFIT CENTRE, 90 FT ROAD, MAHAVIR NAGAR KANDIVALI	, 400067

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29 M

27 APR 2023

Property Details (Immovable)

महाराष्ट्र मुद्रांक अधिनियमाचे कलम ३१ खाली अभिनिर्णयासाठी (Adjudication) दाखल करावयाच्या अर्जाचा नमुना

बरल - ६/
६३२० | ७ | २४५

दिनांक :- 27/03/2023 २०२३

प्रती,

मुद्रांक जिल्हाधिकारी, बोरीवली

विषय:- महाराष्ट्र मुद्रांक अधिनियमाचे कलम ३१ खाली दस्तऐवज अभिनिर्णीत (Adjudication) करणे बाबत.

महोदय,

मुद्रांक अधिनियमाचे कलम ३१ खाली दस्तऐवज अभिनिर्णयासाठी या सोबत जोडला आहे. त्याचा तपशील खालील प्रमाणे आहे.

1.	अर्जदाराचे पूर्ण नाव व पत्ता	:	M/S. PEARL INFRA OFICE AT F-48, PROFIT CENTRE, 90 FT ROAD, MAHAVAIR NAGAR, KANDIVALI (W), MUMBAI - 400067
2.	मोबाईल नं. / ई-मेल	:	pearlinfra23@gmail.com / 7030188518
3.	बँक खाते क्रमांक	:	SVC CO - OP BANK LTD A/C NO. 103503010000011 IFSC CODE - SVCB0000035
4.	आधार कार्ड व पॅनकार्ड नं	:	ABAFP0181E
5.	दस्तऐवजाचा प्रकार	:	DEVELOPMENT AGREEMENT
6.	दस्तऐवज निष्पादित केलेल्या / करणाऱ्या पक्षाकारांची नांवे	:	
	(अ) लिहून देणार	:	ASHIYANA APARTMENT CHS LTD
	(ब) लिहून घेणार	:	M/S. PEARL INFRA
7.	दस्त निष्पादनाचा दिनांक	:	UNEXECUTED
8.	मिळकतीचा ठरलेला मोबदला	:	00/
9.	मिळकतीचे वर्णन	:	गांवाचे नांव - CHINCHOLI , तालुका - बोरीवली,

मुद्रांक जिल्हाधिकारी, बोरीवली तालुका, यांचे कार्यालय

एम. एम. आर. डी. ए. इमारत, पहिला मजला,

बांद्रा-कुर्ला संकुल, बांद्रा (पुर्व), मुंबई - 400051.

जरल - ६/ ६३२० | ८ | २७५ २०२३

जा.क्र./आदेश/ 1893/2023 दिनांक - 29 MAR 2023

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/IGR242/283/2023 अन्वये पक्षकार M/s. Pearl Infra यांनी दिनांक 27/03/2023 रोजी Development Agreement चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे.

Particulars	Description
Date of Execution	Unexecuted
Type of Document	Development Agreement
The Society	Ashiyana Apartment Co-Operative Housing Society Limited
The Confirming Party	Mr. Girdhari F. Agarwal & Others
The Developer	M/s. Pearl Infra
Society Registration No.	BOM/(WP)/HSG/(TS)/4169/88-89 Dated - 04/08/1989
Detail of the Property	
Village	Chincholi
C.T.S No	Plot No. 39, Survey No. 47(Part), CTS No. 97A/27
Plot Area	919.40 sq.mtrs
Total Members	23 Residential Members
Zone 2022-23	60/280 Village - Chincholi
Rate per sq.mtr	
Land Rate	Rs. 64,090/-
Flat Rate	Rs. 1,44,680/-
Const. Cost	Rs. 30,250/-
Completion Period	30 Months + 6 Months Grace Period
DP Remark	ChE./DP3420220611400539/P/S/2022/111400543 Dated – 28/06/2022

अभिनिर्णयाकरिता सादर केलेला दस्त हा Development Agreement या प्रकाराचा असून दस्तात नमूद केल्यानुसार मिळकतीचे मालक (Society) हे विकासकास (Developers) सदरच्या दस्तान्वये विकसन हक्क प्रदान करित आहे. सादर केलेल्या दस्तात Schedule मध्ये नमूद केल्याप्रमाणे मालमत्तेचे क्षेत्र 919.40 चौ.मी. आहे. सदरचा दस्त हा सोसायटी, सोसायटी सभासद व विकासक या तीन पक्षकार यांचे मध्ये निष्पादित होत आहे. मालमत्तापत्रिकेवर सोसायटीचे नाव दिसून येते.

सदर दस्ताचे अवलोकन केले असता, असे दिसुन येते की, सोसायटीच्या इमारतीमध्ये सभासद असलेली "Ashiyana Apartment CHSL" नावाची इमारत मोडकळीस आल्याने तसेच सदर मिळकतीमधील एकूण 23 सदनिका सभासद व सोसायटीने विकासकाबरोबर इमारतीच्या पुर्नबांधणीच्या

अनुषंगाने करावयाच्या विकसना संबंधी विकसन करारनामा (Development Agreement) केल्याचे दिसून येते.

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प्रस्तुत विकसन करारनाम्यानुसार एकूण 23 सदनिका सभासदांच्या ताब्यातील नमूद केल्याप्रमाणे मूळ क्षेत्र 9405.89 चौ.फूट कारपेट म्हणजेच 1048.98 चौ.मी. बिल्टअप असून या क्षेत्राच्या बदल्यात विकासक रहीवासी सभासदांना दस्तामध्ये नमूद केल्यानुसार 24% MOFA वाढीव 11662.00 चौ.फूट कारपेट म्हणजेच 1300.59 चौ.मी. बिल्टअप देणार आहे. हे क्षेत्र मूळ क्षेत्रापेक्षा वाढीव 35% मर्यादेत असल्याने अंमलबजावणी सूचना क्र. 21(अ)(X) लागू होत आहेत. या शिवाय दस्तात नमूद केल्यानुसार विकासक सोसायटी सभासदांना भाडे, Brokerage, Shifting Charges, Hardship Compensation व पार्किंग मोबदला म्हणून देत आहेत. सदरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे. विषयांकित मिळकतीस दस्तासोबत सादर केलेल्या DP Remark नुसार 9.00 मी. पेक्षा कमी रुंदीचा विकास रस्ता उपलब्ध होत असल्याने सदर मिळकतीस Additional FSI 0.5 व Admissible TDR 0.50 असा एकूण TDR FSI 1.00 रोड विड्थ टि.डी.आर अनुज्ञेय होत आहे. म्हणजेच सदर मिळकत क्षेत्रात 35 टक्के देय फंजिबल FSI सहित 2.70 इतका चटई निर्देशांक अनुज्ञेय होत आहे. सदर मिळकतीचा विकास MOFA नियमानुसार होणार आहे.





वरील वाचीत प्रकार करून दस्तात Schedule मध्ये नमूद केल्यानुसार मालमत्तेचे क्षेत्र 919.40 चौ.मी. क्षेत्र विचारात घेऊन एकरणी मुल्यांकन सन 2022-23 चे बाजारमुल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

Development Agreement (Completion Period 30 Months + 6 Months Grace Period)					
ADJ/IGR242/283/2023	Land	Flat	Office	Shop	Construction Cost
2022-23	64,090	1,44,680			30250
Zone : Chincholi	60/280				
Plot area	919.40	sq.mtrs			
		Existing Carpet Area in Sq. ft	Total Built up Area in Sq. mtr		
Existing area		9405.89	1048.98		
Society Members	23				
		New Carpet Area in Sq. ft	Total New Buildup Area in Sq. mtr		
24% MOFA Additional New Area (Page No. 28, Para No. 4)		11662.00	1300.59		
Permissible Area	919.40	x	2.70	=	2482.38
Permissible / Potential Type of FSI	Area in Sq.mtr.	X Land Rate	X Multification		= Total Value of Rs.
Existing Basic 1	919.40	64,090			5,89,24,346
Additional FSI (919.40 x 0.50)	459.70	64,090	0.50		1,47,31,087
Incentive FSI As per 33(7)(B) of DCPR 2034 (23 x 10 = 230.00) Or (1048.98 x 0.15 = 157.35)	230.00	64,090			1,47,40,700

Admissible TDR (919.40 x 0.50 = 459.70) (459.70 - 230.00 = 229.70)	229.70	64,090	0.70		1,03,05,031
Fungible FSI (919.40 + 459.70 + 230.00 + 229.70 = 1838.80 sq.mtr.) (1838.80 x 0.35 = 643.58 sq.mtrs.)					
1,838.80	643.58				
Free Fungible (on existing area) (1048.98 x 0.35)	367.14	64,090	1.00		2,35,30,285
Charging Premium (643.58 - 367.14 = 276.44)	276.44	64,090	0.50		88,58,379
Total	2,482.38				13,10,89,827
Average Rate	Total Value/total area		52808.12		
Market Value I	Balance Area * Average Rate				
(Balance Area = Total permissible area - New area given to Society members)					
2,482.38	1300.59	=	1,181.79	sq.mtrs	
	Balance Area * Average Rate				
	1,181.79	52808.12			6,24,07,858
	Value of Developers area is Market Value is i.e. Rs				6,24,08,000
Market Value					
Consideration					Amount in Rs.
1. New area given to Society	1300.59	30250	1.05		4,13,10,142
2. Rent (Page No. 45, Para No. i)					
For First 11 Months	9405.89	60.00	11		[illegible]07,887
For Next 11 Months (Add 10%)	9405.89	66.00	[illegible]		[illegible]28,676
For Next 8 Months (Add 10%)	9405.89	72.60	[illegible]		[illegible]2,941
3. Brokerage (Page No. 47, Para No. v)					
For First Term	9405.89	60.00	[illegible]		[illegible]4,353
4. Shifting Charges (Page No. 47, Para No. iv)	10000	23			[illegible],30,000
5. Corpus Fund ((Page No. 47, Para No. vi)	9405.89	650			61,13,829
6. Car Parking (Page No. 36, Para No. 11)	13.75	30,250	22	0.3	27,45,188
8. Common Facilities(Society office,toilet, W.cabin) (22.30+3+4.64=29.95)	29.95	30250			9,05,988
9. Development charges (2%)	1300.59	64,090	0.02		16,67,102
				Total	7,20,36,106
			Consideration	i.e.Rs.	7,20,37,000

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वरील प्रमाणे दस्तातील मिळकतीचे मोबदलामुल्य रक्कम रू. 7,20,37,000/- हे बाजारमुल्य रक्कम रू. 6,24,08,000/- पेक्षा जास्त् असल्याने जास्तीच्या मोबदलामुल्य रक्कम रू. 7,20,37,000/- वर मुद्रांक शुल्क वसूल करण्यात आले आहे.

मोबदलामुल्य	अनुच्छेद	देय मु.शु.
रु. 7,20,37,000/-	5(g-a)(5%)	रु. 36,01,850/-

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आदेश

1. अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 मधील अनुच्छेद 5(g-a)(5%) नुसार मुद्रांक शुल्क रु. 36,01,850/- देय असल्याबाबत जा.क्र.नोटीस/1836/2023 दिनांक. 28/03/2023 अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरुन मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपविना पक्षकार यांनी केला असल्याने दिनांक. 29/03/2023 रोजी विरुपित केलेल्या चलना क्र. MH017745598202223P वरुन दिसून येत असल्याने दिनांक. 28/03/2023 रोजीची नोटीस ही आदेश म्हणून कायम करण्यात येत आहे.
2. प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडेजमा 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, बोरीवली हे जबाबदार राहणार नाहीत.
3. एकूण पाने [illegible] ते 153 आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्र हा दस्तात भाग बनविण्यात येत आहे.

(वैशाली चव्हाण)
मुद्रांक जिल्हाधिकारी, बोरीवली.

प्रति	M/s. Pearl Infra
पत्ता	F-48, Profit Centre, 90 ft. rd, Mahavir Nagar, Kandivali (West), Mumbai – 400 067.
प्रत	सह दुय्यम निबंधक बोरीवली कार्यालय क्र. 1/2/3/4/5/6/7/8/9

मुद्रांक जिल्हाधिकारी, बोरीवली तालुका, यांचे कार्यालय

एम. एम. आर. डी. ए. इमारत, पहिला मजला,
बांद्रा-कुर्ला संकुल, बांद्रा (पुर्व), मुंबई - 400051.

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जा.क्र./नोटीस/ 1836/2023

दिनांक - 28 MAR 2023

(महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 खालील कार्यवाही)

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/IGR242/283/2023 अन्वये पक्षकार M/s. Pearl Infra यांनी दिनांक 27/03/2023 रोजी Development Agreement चा संलेख अभिनिर्णयाकरीता सादर केलेला आहे.

Particulars	Description
Date of Execution	Unexecuted
Type of Document	Development Agreement
The Society	Ashiyana Apartment Co-Operative Housing Society Limited
The Confirming Party	Mr. Girdhari F. Agarwal & Others
The Developer	M/s. Pearl Infra
Society Registration No.	BOM/(WP)/HSG/(TS)/4169/88-89 Dated – 04/03/1989
Detail of the Property	
Village	Chincholi
C.T.S No	Plot No. 39, Survey No. 47(Part), CTS No. 97A/27
Plot Area	919.40 sq.mtrs
Total Members	23 Residential Members
Zone 2022-23	60/280 Village - Chincholi
Rate per sq.mtr	
Land Rate	Rs. 64,090/-
Flat Rate	Rs. 1,44,680/-
Const. Cost	Rs. 30,250/-
Completion Period	30 Months + 6 Months Grace Period
DP Remark	ChE./DP34202206111400539/P/S/2022/111400543 Dated – 28/06/2022

अभिनिर्णयाकरिता सादर केलेला दस्त हा Development Agreement या प्रकाराचा असून दस्तात नमूद केल्यानुसार मिळकतीचे मालक (Society) हे विकासकास (Developers) सदरच्या दस्तान्वये विकसन हक्क प्रदान करित आहे. सादर केलेल्या दस्तात Schedule मध्ये नमूद केल्याप्रमाणे मालमत्तेचे क्षेत्र 919.40 चौ.मी. आहे. सदरचा दस्त हा सोसायटी, सोसायटी सभासद व विकासक या तीन पक्षकार यांचे मध्ये निष्पादित होत आहे. मालमत्तापत्रिकेवर सोसायटीचे नाव दिसून येते.

सदर दस्ताचे अवलोकन केले असता, असे दिसुन येते की, सोसायटीच्या इमारतीमध्ये सभासद असलेली "Ashiyana Apartment CHSL" नावाची इमारत मोडकळीस आल्याने तसेच सदर मिळकतीमधील एकूण 23 सदनिका सभासद व सोसायटीने विकासकाबरोबर इमारतीच्या पुर्नबांधणीच्या

अनुषंगाने प्रस्तुत व्यवहार/विकसना संबंधी विकसन करारनामा (Development Agreement) केल्याचे दिसून

यत.		
E320	93	२४५

प्रस्तुत विकसन करारनाम्यानुसार एकूण 23 सदनिका सभासदांच्या ताब्यातील नमूद केल्याप्रमाणे मूळ क्षेत्र ~~3405.89~~ चौ.फूट कारपेट म्हणजेच 1048.98 चौ.मी. बिल्टअप असून या क्षेत्राच्या बदल्यात विकासक रहीवासी सभासदांना दस्तामध्ये नमूद केल्यानुसार 24% MOFA वाढीव 11662.00 चौ.फूट कारपेट म्हणजेच 1300.59 चौ.मी. बिल्टअप देणार आहे. हे क्षेत्र मूळ क्षेत्रापेक्षा वाढीव 35% मर्यादेत असल्याने अंमलबजावणी सूचना क्र. 21(अ)(X) लागू होत आहेत. या शिवाय दस्तात नमूद केल्यानुसार विकासक सोसायटी सभासदांना भाडे, Brokerage, Shifting Charges, Hardship Compensation व पार्किंग मोबदला म्हणून देत आहेत. सदरचा खर्च मोबदला म्हणून परिगणित करण्यात आलेला आहे. विषयांकित मिळकतीस दस्तासोबत सादर केलेल्या DP Remark नुसार 9.00 मी. पेक्षा कमी रुंदीचा विकास रस्ता उपलब्ध होत असल्याने सदर मिळकतीस Additional FSI 0.5 व Admissible TDR 0.50 असा एकूण TDR FSI 1.00 रोड विड्थ टि.डी.आर अनुज्ञेय होत आहे. म्हणजेच सदर मिळकत क्षेत्रात 35 टक्के देय फंजिबल FSI सहित 2.70 इतका चटई निर्देशांक अनुज्ञेय होत आहे. सदर मिळकतीचा विकास MOFA नियमानुसार होणार आहे.

वरील बाबींचा विचार करून दस्तात Schedule मध्ये नमूद केल्यानुसार मालमत्तेचे क्षेत्र 919.40 चौ.मी. क्षेत्र विचारात घेवून प्रकरणी मुल्यांकन सन 2022-23 चे बाजारमुल्यदर नुसार पुढीलप्रमाणे निश्चित करण्यात येत आहे.

* Development Agreement (Completion Period 30 Months + 6 Months Grace Period)					
ADJ/IGR242/283/2023	Land	Flat	Office	Shop	Construction Cost
2022-23	64,090	1,44,680			30250
Zone : Chincholi	60/280				
Plot area	919.40	sq.mtrs			
		Existing Carpet Area in Sq. ft	Total Built up Area in Sq. mtr		
Existing area		9405.89	1048.98		
Society Members	23				
		New Carpet Area in Sq. ft	Total New Buildup Area in Sq. mtr		
24% MOFA Additional New Area (Page No. 28, Para No. 4)		11662.00	1300.59		
Permissible Area	919.40	x	2.70	=	2482.38
Permissible / Potential Type of FSI	Area in Sq.mtr.	X Land Rate	X Multification		= Total Value of Rs.
Existing Basic 1	919.40	64,090			5,89,24,346
Additional FSI (919.40 x 0.50)	459.70	64,090	0.50		1,47,31,087
Incentive FSI As per 33(7)(B) of DCPR 2034 (23 x 10 = 230.00) Or (1048.98 x 0.15 = 157.35)	230.00	64,090			1,47,40,700

Admissible TDR (919.40 x 0.50 = 459.70) (459.70 - 230.00 = 229.70)	229.70	64,090	0.70		1,03,05,031
Fungible FSI (919.40 + 459.70 + 230.00 + 229.70 = 1838.80 sq.mtr.) (1838.80 x 0.35 = 643.58 sq.mtrs.)					
1,838.80	643.58				
Free Fungible (on existing area) (1048.98 x 0.35)	367.14	64,090	1.00		2,35,30,285
Charging Premium (643.58 - 367.14 = 276.44)	276.44	64,090	0.50		88,58,379
Total	2,482.38				13,10,89,827
Average Rate	Total Value/total area		52808.12		
Market Value I	Balance Area * Average Rate				
(Balance Area = Total permissible area - New area given to Society members)					
2,482.38	1300.59	-	1,181.79	sq.mtrs	
	Balance Area * Average Rate				
	1,181.79	52808.12			6,24,07,858
	Value of Developers area is Market Value i.e. Rs				6,24,08,000
Market Value					
Consideration					Amount in Rs.
1. New area given to Society	1300.59	30250	1.05		41,30,142
2. Rent (Page No. 45, Para No. i)					
For First 11 Months	9405.89	60.00	11		62,07,587
For Next 11 Months (Add 10%)	9405.89	66.00	11		68,28,676
For Next 8 Months (Add 10%)	9405.89	72.60	8		54,62,141
3. Brokerage (Page No. 47, Para No. v)					
For First Term	9405.89	60.00	1		4,353
4. Shifting Charges (Page No. 47, Para No. iv)	10000	23			2,30,000
5. Corpus Fund ((Page No. 47, Para No. vi)	9405.89	650			61,13,829
6. Car Parking (Page No. 36, Para No. 11)	13.75	30,250	22	0.3	27,45,188
8. Common Facilities(Society office,toilet, W.cabin) (22.30+3+4.64=29.95)	29.95	30250			9,05,988
9. Development charges (2%)	1300.59	64,090	0.02		16,67,102
				Total	7,20,36,106
			Consideration	i.e.Rs.	7,20,37,000

वरील प्रमाणे दस्तातील मिळकतीचे मोबदलामुल्य रक्कम रू. 7,20,37,000/- हे बाजारमुल्य रक्कम रू. 6,24,08,000/- पेक्षा जास्त् असल्याने जास्तीच्या मोबदलामुल्य रक्कम रू. 7,20,37,000/- वर मुद्रांक शुल्क देय आहे.

मोबदलामुल्य	अनुच्छेद	देय मु.शु.
रु. 7,20,37,000/-	5(g-a)(5%)	रु. 36,01,850/-

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नोटीस

1. अभिनिर्णयाकरीता सादर केलेल्या संलेखास महाराष्ट्र मुद्रांक अधिनियम 1958 च्या अनुसुची 1 कलम ३अनुच्छेद 5(a)(a)(5%) नुसार मुद्रांक शुल्क रु. 36,01,850/- (Scheme Name) 00300508 देय आहे.
2. सदरील मुद्रांक शुल्क आपणास मान्य असल्यास मुद्रांक शुल्क रु. 36,01,850/- (Scheme Name) 00300508 चा भरणा हा आदेश प्राप्त झाल्यापासुन 60 दिवसाच्या आत Collector of Stamps Borivali या नावाने GRAS या प्रणालीव्दारे https://gras.mahakosh.gov.in या वेबसाइट-वरुन-ऑन-लाईन करता येईल. सदर रक्कम ऑन-लाईन भरल्यानंतर संबंधित पक्षकाराने चलनाची प्रत या कार्यालयात सादर करावी.
3. प्रस्तुत आदेश मान्य नसल्यास आपण आपले लेखी म्हणणे सदरील आदेश प्राप्त झाल्याच्या दिनांकापासून 15 दिवसाच्या आत निम्नस्वाक्षरीकार यांचेकडे सादर करावे, आपले म्हणणे 15 दिवसात या कार्यालयाकडे सादर न केल्यास सदरचा आदेश हा अंतिम आदेश समजण्यात येईल.
4. 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 त्यास अनधिकृत असल्यास ते अधिकृत होणार नाही ह्याबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहील. तसेच महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी, बोरीवली हे जबाबदार राहणार नाहीत.

सदर दस्तामध्ये नमुद सर्व Annexure तसेच अनुषंगीक कागदपत्रे हा दस्ताचा भाग बनविण्यात येत आहे.

(वैशाली चव्हाण)
मुद्रांक जिल्हाधिकारी, बोरीवली.

प्रति	M/s. Pearl Infra
पत्ता	F-48, Profit Centre, 90 ft. rd, Mahavir Nagar, Kandivali (West), Mumbai – 400 067.
प्रत	सह दुय्यम निबंधक बोरीवली कार्यालय क्र. 1/2/3/4/5/6/7/8/9

CHALLAN

MTR Form Number-6

GRN	MH017746598202223P	BARCODE	Date 29/03/2023 09:12:42 Form ID
Department	Inspector General Of Registration		
	Non-Judicial Stamps		Payer Details
Type of Payment	Duty on Doc Voluntarily brought for adjudicatn SoS	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	ABAFP0181R
Office Name	CSB_COLLECTOR OF STAMPS BORIVALI	Full Name	PEARL INFRA
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	CTS NO. 97A 27
Account Head Details	Amount In Rs.	Premises/Building	
0030050801 Amount of Tax	3601850.00	Road/Street	UPPER GOVIND NAGAR MALAD E
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 0 9 7
		Remarks (If Any)	ADJ/IGR242/283/2023
	36,01,850.00	Amount In Words	Thirty Six Lakh One Thousand Eight Hundred Fifty R upees Only
Payment Details	SBIEPAY PAYMENT GATEWAY	FOR USE IN RECEIVING BANK	
Cheque-DD Details		Bank CIN / Ref. No.	10000502023032900511 / 0658036592040
Cheque/DD No.		Bank Date / RBI Date	29/03/2023-09:13:17 / Not Verified with RBI
Name of Bank		Bank-Branch	SBIEPAY PAYMENT GATEWAY
Name of Branch		Scroll No. , Date	Not Verified with Scroll

DEFACED ₹ 3601850.00 DEFACED

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6

Department ID :

Mobile No. : 9769580922

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 लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Defaced By Me

Nishant Shinde
Supervisor

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1		0008713747202223	29/03/2023-11:16:52	IGR242	3601850.00
			Total Defacement Amount		36,01,850.00

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Certificate u/s. 32(1) (b) of the Bombay Stamp Act, 1958.

Office of the Collector of Stamps
Case No. Adj 283/2023
Date 27/03/2023

MH 017 745598202223P

बरल - ६/		
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Received from Shri. M/s. Pearl Infra residing at .....
stamp duty of Rs. 36,01,850/- Thirty six Lakhs one thousand eight hundred fifty only.
vide chalan No. ....., Dated 29/03/23
Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 36,01,850/- thirty six Lakhs one thousands eight hundred fifty only, with which this instrument is chargeable has been paid vide article No. 5(g-a) of schedule.

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

Place. Borivali
Date 29 MAR 2023

Collector of Stamps
Borivali

COLLECTOR OF STAMPS BORIVALI

Area 919.40 Sq.mtr ~~Built-up~~ / ~~Carpet~~
M V - 7,20,37,000/-

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 सह दुय्यम निबंधक बोरीवली-६ MUMBAI-SUBURBAN (BANDRA)

हे प्रमाणपत्र मुंबई मुद्रांक अधिनियम 1958 अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे. परंतु उक्त दस्त नोंदणीसाठी नोंदणी अधिका-यासमोर दाखल झाल्यास, नोंदणी अधिनियम 1908 च्या अधिनियमातील तरतूदीनुसार नोंदणी अधिकारी दस्त नोंदणी

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made at Mumbai on this 29th day of March,2023 in the Christian Year Two Thousand Twenty Two BETWEEN **ASHIYANA APARTMENT CO-**

[signature]	K. M. Naik	Jignesh	B. K. Nayak
L. G. Ayamal	K. M. Naik	Jignesh	B. K. Nayak
[signature]	[signature]	C. D. Souza	[signature]
[signature]	Vyankatesh		S B Chauhan
Uday C Manto	M. V. Kulkarni	[signature]	[signature]
Anisha	[signature]	[signature]	[signature]
[signature]	[signature]	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
Rhadha	[signature]		
	Shreed Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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२०२३		

OPERATIVE HOUSING SOCIETY LTD. (IT PAN: AAALA2194F),a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/(WP)/HSG/(TS)/4169/88-89 dated 4th March, 1989, situated on piece and Parcel of Land bearing Plot No. 39,admeasuring 919.40 sq. mtrs, forming a part of Survey No. 47 (Part) , C.T.S. No. 97A/27 of Village : Chincholi, Taluka : Borivali in the Registration District of Mumbai City and Mumbai Suburban District lying and being situated at Plot No. 39 Upper Govind Nagar, Malad (East), Mumbai 400 097, through its (1) **Mr. GIRDHARI F. AGARWAL** The Chairman,(IT PAN AAAPA5946R), (2) **Mr. MUKESH A. CHADHA** The Secretary, (IT PAN AFSPC7516E) and (3) **Mr. CHANDRAKANT D. JAIN** The Treasurer, (IT PAN :ADCPJ2306F) (Who represent the Society and all its members here in after referred to as **"THE SOCIETY"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-title and assigns) of the **FIRST PART**;

AND

Girdhari	K. M. Naik	Jignesh	B. K. Nayak
L. C. Agarwal	K. M. Naik	Jignesh	B. K. Nayak
Bharat	[illegible]	C. B. S. [illegible]	[illegible]
[illegible]	Vyankatesh		SB Chauhan
Uday C Mardo	M. V. Kulkarni	[illegible]	[illegible]
Anisha	Thakur	[illegible]	[illegible]
[illegible]	Thakur	[illegible]	[illegible]
Chadha	Indira Mundra	Mayanu Jain	[illegible]
Chadha	[illegible]		
	Shosed Mudha	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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SR NO.	EXISTING FLOOR	EXISTING FLAT NO.	NAME OF THE MEMBER (ALL 23 MEMBERS)	SOCIETY ISSUED SHARE CERTIFICATE NO OF THE MEMBER
1.	Ground Floor	A-01	Mr .GIRDHARI FULCHAND AGARWAL (PAN : AAAPA5946R) Mr. LAXMIKANT GIRDHARI AGARWAL (PAN: AADPA1576A)	

Girdhari	K. M. Nak	Jignesh	B.K. Nayak
L.G. Agarwal	K M Nair	Jignesh	B.K. Nayak
Bharne	[illegible]	C. D SOUZA	[illegible]
[illegible]	Yankatesh		S B Chauhan
Uday Emanto	M.V. Kulkarni	[illegible]	[illegible]
Anisha	Thakur	[illegible]	[illegible]
— do —	Thakur	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayana Jain	
Dhadha	[illegible]		
	Shaved Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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2.	Ground Floor	A-02	Mr. RAKESH PRAHLADRAI PANDYA (PAN :AANPP6459M) Mrs. SARIKA RAKESH PANDYA (PAN: AHJPP2474R)	2
3.	Ground Floor	A-03	Mr. SURESH BHAICHANDDAS CHAUHAN(PAN : _____) Mrs. SANTOKBEN BHAICHANDDAS CHAUHAN (PAN : _____)	
	First Floor	A-04	Mr. RAJESH SITARAM SHARMA (PAN : AGDPS7689A)	4

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२०२३

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BANDRA)

COLLECTOR BORIV

[illegible]	K M Naik	Jignesh	B.K.Nayak
L.G. Ayamul	K.M. Naik	Jignesh	B.K.Nayak
Bharma	[illegible]	C. D S O [illegible]	[illegible]
[illegible]	Vyankatesh		SBchauhan
uday c manto	M.V. Kulkarni	[illegible]	जसोदा
Anisha	Thakar	[illegible]	[illegible]
— oc — oc	Thakar	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayanakin	
Mhadha	[illegible]		
	Sharad Mundhra	Geeta Rajman Yadav	

Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

बरल - ६/

5.	First Floor	A-05	Mr. SANDEEP DAMODAR REWALE (PAN : ADQPR2677F)	5
6.	First Floor	A-06	Mr. UDAY CHANDRADEV MAHTO (PAN : AQZPM9986A) Mrs. ANISHADEVI UDAY MAHTO (PAN : BNQPM5107G)	6
7.	Second Floor	A-07	Mr. OMPRAKASH GHANSHYAMDAS HEDA (PAN : AAAPH5815N)	7
8.	Second Floor	A-08	Mrs. GEETA RAJMANYADAV (PAN :AAPPY3732Q)	8

[signature]	K M Naik	Jignesh	B.K.Nalak
L.G.Agarwal	K. M. Naik	Jignesh	B.K.Nalak
[signature]	[signature]	C.D.SOUZA	[signature]
[signature]	Vyankatesh		SBchauhan
uday c mahto	M.V.Kulkarni	[signature]	[signature]
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
[signature]	[signature]		
	[signature]	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

THE SEAL OF THE SUB-REGISTRAR BORIVALI NO. 5 MUMBAI SUBURBAN DIST. (BANDRA)

PEARL INFRA MUMBAI 67

Page No. 6 to 153

9.	Second Floor	A-09	Mr. MUKESH AYODHYAPRAKASH CHADHA (PAN : AFSPC7576E) Mrs. NEETA MUKESH CHADHA (PAN : ASEPC0137E)	9
10.	Third Floor	A-10	Mr. PREMSUKH LADHUDAS BHAKAL (PAN :AEQPB8548E) Mrs. JASODA PREMSUKH BHAKAL (PAN :ANCPB3182F)	10

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THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★

COLLECTOR BO

Ashiyana Apartment Co-op. Hsg. Soc Ltd.
Chairman / Secretary / Treasurer

[illegible]	K. M. Nair	Jignesh	B. K. Nayak
L. G. Agarwal	K. M. Nair	Jignesh	B. K. Nayak
Bharu	[illegible]	C. D. Solar	[illegible]
[illegible]	Vyankatesh		S Bchuruhun
uday c manto	M. V. Kulkarni	[illegible]	जसोदा
Anisha	Thakarn	[illegible]	[illegible]
[illegible]	Thakers	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[illegible]		
	Ghosal Mandha	Geeta Rajman Yadav	

PEARL INFRA MUMBAI 67

[illegible]

11.	Third Floor	A-11	Mr. KRISHNAKUMAR MADHAVLAL NAYAK (PAN : ADTPN0015G) Mr. JIGNESH KRISHNAKUMAR NAYAK (PAN : AHGPN0836J) Mr. BHAVESH KRISHNAKUMAR NAYAK (PAN : AHGPN0838G)	11
12.	Third Floor	A-12	Mrs. SHARMISHTHA KRISHNAKUMAR NAYAK (PAN :AXQPN9912P) Mr. KRISHNAKUMAR MADHAVLAL NAYAK (PAN : ADTPN0015G) Mr. JIGNESH KRISHNAKUMAR NAYAK (PAN : AHGPN0836J)	12

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२०२३

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BANDRA)

[signature]	K.M.Naik	Jignesh	B.K.Nayak
L.G.Agarwal	K.M.Naik	Jignesh	B.K.Nayak
[signature]	[signature]	C. D.Sousa	[signature]
[signature]	Vyankatesh		SBchauhan
uday Chanto	M.V.Kulkarni	[signature]	[signature]
Anisha	Thakorn	[signature]	[signature]
[signature]	Thakorn	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
[signature]	[signature]		
	[signature]	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

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			Mr. BHAVESH KRISHNAKUMAR NAYAK (PAN : AHGPN0838G)	
13.	Ground Floor	B-01	Mr. HENRY SEBASTIAN DSOUZA (PAN :AOPPD2684G) Mrs. CHRISTINE HENRI DSOUZA (PAN : AOPPD2685H)	13
14.	Ground Floor	B-02	Mr. VYANKATESH GIRDHARI AGARWAL (PAN :AACPA6918K)	14
15.	Ground Floor	B-03	Mrs. MEDHA VILAS KULKARNI (PAN :BEWPK7981M)	15
16.	First Floor	B-04	Mr. SUDHIR CHIMANLAL THAKER (PAN :AAAPT9923B)	17

Giravan	K.M. Nak	Jignesh	B.K. Nayak
L.G. Agarwal	K.M. Nak	Jignesh	B.K. Nayak
Bhavna	[illegible]	C.D. SUDSU	[illegible]
[illegible]	Vyankatesh		SBchauhan
uday c mantu	M.V. Kulkarni	[illegible]	जसोदा
Anisha	Thakar	[illegible]	[illegible]
[illegible]	Thakar	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[illegible]		
	Shaled Mudha	Geeta Rajman Yadav	

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BANDRA)

COLLECTOR BO

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

17.	First Floor	B-05	Mr. SUDHIR CHAMANLALTHAKER(PAN :AAAPT9923B)	18
18.	First Floor	B-06	Mrs. INDIRA GOVINDLAL MUNDHRA (PAN :AQGPM1947G) Mr. MANOJ GOVINDLAL MUNDHRA (PAN :AIFPM2082F) Mr. SHARAD GOVINDLAL MUNDHRA (PAN :AFFPM5908P)	19
19.	Second Floor	B-07	Mr. HARENDRA RAMNIRANJAN NEMANI (PAN :AACPN4143M)	20

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२०२३

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BANDRA)

[signature]	K.M. Naik	Jignesh	B.K. Nayak
L.G. Agarwal	K.M. Naik	Jignesh	B.K. Nayak
[signature]	[signature]	C. D. Souza	[signature]
[signature]	Vyankatesh		S.B. Chauhan
Uday Mahto	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
[signature]	[signature]		
	Sharad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

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20.	Second Floor	B-08	Mr. DINESH RAMNIRANJAN NEMANI (PAN :AACPN3927D)	21
21.	Second Floor	B-09	Mr. CHANDRAKANT DEEPCHAND JAIN (PAN :ADCPJ2306F) Mrs. NAYANA CHANDRAKANT JAIN (PAN :ADBPJ7610B)	22
	Third Floor	B-10	Mrs. LEELA BHIMRAO SHIRSAT (PAN :_____)	23
23.	Ground Floor	B-3A	Mrs. VEENA SHIVCHARAN YADAV (PAN :ACEPY8065B)	16

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THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST.

COLLECT

[illegible]	K. M. Yak	Jignesh	B.K.Nayak
L. G. Ayarwal	K. M. Yak	Jignesh	B.K.Nayak
Bharat	[illegible]	C. D. Sousa	[illegible]
[illegible]	Vyankatesh		SBChauhan
udaya mantra	M.V. Kulkarni	[illegible]	जसोदा
Anisha	Thakur	[illegible]	[illegible]
[illegible]	Thakur	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[illegible]		
	Sharad Mundhra	Geeta Rajman Yadav	

Authorised Agreement Co-op Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

all of Mumbai, Indian Inhabitants being members of the Society- 61 residing and possessed of their respective flats mentioned hereinabove at Ashiyana Apartment Co-operative Housing Society Ltd. hereinafter called the **"CONFIRMING PARTY"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the **SECOND PART**.

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AND

M/s. Pearl Infra, a Partnership Firm, governed by the provisions of the Indian Partnership Act, 1932 and having its office at [illegible] Profit Centre, 90 ft. rd., Mahavir Nagar, Kandivali (W), Mumbai 400 067 through its partners(1) Mr. Saleem Shaikh;(2) Mr. Sandeep Lad and (3) Mr. Mahesh Chamaria, hereinafter for the sake of brevity referred to as **"THE DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its Partners for the time being and from time to time their successor/s and heirs, executors, administrators of the last surviving partners), of the **THIRDPART.**

The Society, the Confirming Party and the Developer are hereinafter collectively referred to as the **"Parties"** and individually as

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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"Party".

WHEREAS:

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A. At all material times One MRS. KASARBAI Widow of CHHABILDAS LALLUBHAI was the absolute owner, well scized and sufficiently entitled to all that piece and parcel of land admeasuring 154 acres or thereabouts situated at Village: Chincholi (hereinafter referred to as **"the Larger Property"**)

B. Deed of Conveyance dated 17th December, 1945 registered with the Sub Registrar of Assurances at Bombay, under Serial No. 129 at page No. 53 made and entered into between the said MRS, KASARBAI Widow of CHABILDAS LALLUBHAI, called "THE VENDOR" of the ONE PART, D.K. PARKER, therein called "THE PARTY OF THE SECOND PART" and MAKHANLAL GORDHANDAS SEKSARIA therein called "THE PURCHASER" OF THE THIRD PART, whereby the said "THE VENDOR" sold transferred, assigned and conveyed the above referred larger property being all that piece and parcel at land admeasuring 154 acres or thereabouts situated at Village : Chincholi, together with all rights, titles, interest, benefits, appurtenant, etc. unto and in

[illegible]	K. M. Naik	Jignesh	B. K. Naik
L. G. Ayanwal	K. M. Naik	Jignesh	B. K. Naik
[illegible]	[illegible]	C. D. [illegible]	[illegible]
[illegible]	Vyantatesh		SB [illegible]
uday G Manto	M. V. Kulkarni	[illegible]	जसोदा
Anisha	Thakery	[illegible]	[illegible]
[illegible]	Thakery	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[illegible]		
	Shaved Mhadha	Geeta Rajman Yadav	

Aashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

favour of the said "THE PURCHASER" at the consideration amount and on the terms, conditions and covenants contained therein.

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C. By a Deed of Transfer dated 6th September, 1949 registered with the Sub Registrar of Assurances at Bassein (Vasai) in Volume No.II, Serial No. 27, Page No. 27 made and entered into between the said R.B.SEKSARIA, the constituted Attorney of MAKHANLAL GOKDHANDAS SEKSARIA, therein called "THE TRANSFEROR" of the ONE PART; and ESTATE INVESTMENT COMPANY PVT. LTD. therein called "THE TRANSFEREE" of the OTHER PART ; whereby the said "THE TRANSFEROR" sold, transferred, assigned and conveyed the above referred Larger Property being all that piece and parcel of land admeasuring 154 acres or thereabouts situated at Village : Chincholi, together with all rights, title, interest, benefits, appurtenant, etc. unto and in favour of the said "THE TRANSFEREE" at the consideration amount and on the terms, conditions and covenants contained therein.

D. By anAgreement dated 22nd February, 1951 ESTATE INVESTMENT COMPANY PVT. LTD. had agreed to sell KAILASHPURI CO-

[signature]	K. M. Naik	Jignesh	B. K. Nayak
L. G. Agarwal	K. M. Naik	Jignesh	B. K. Nayak
Bharat	[signature]	C. D. Sousa	[signature]
[signature]	Ujankatesh		S. Chauhan
Uday C Mahto	M. V. Kulkarni	[signature]	[signature]
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
Dhadha	Indira Mundhra	Nayana Jain	
Dhadha	[signature]		
	Shaled Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

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OPERATIVE HOUSING SOCIETY LIMITED, a Portion of the above said Larger Property being all that piece and parcel of the land admeasuring about 21 acres equivalent to 1,01,640 square yards for a total consideration amount of Rs. 2,03,280/- and on terms, conditions and covenants contained therein.

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२०२३

E. That the said KAILASHPURI CO-OPERATIVE HOUSING SOCIETY LIMITED failed to pay the total consideration amount of Rs.2,03,280/- under the above referred Agreement dated 22nd February, 1951.

By an order dated 1st December, 1956 passed by Assistant Registrar Co-operative Societies B.D. Bombay under Section 47 of the Bombay Co-operative Societies Act, 1926, the affairs of the said KAILASHPURI CO-OPERATIVE HOUSING SOCIETY LIMITED were ordered to be wound up and 1) A.H. KULKARNI, 2) GIRDHARI TULSIYAN and 3) PRAVINCHANDRA ARJULAL were appointed as the Liquidators of the said Society under Section 55 of the Bombay Co-operative Societies Act, 1926.

[signature]	K. M. Naik	Jignesh	B.K. Nayak
L.G. Ayanwal	K. M. Naik	Jignesh	B.K. Nayak
[signature]	[signature]	C.D. SOUZA	[signature]
[signature]	Vyankatesh		[signature]
Uday C Mahto	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakor	[signature]	[signature]
[signature]	Thakor	[signature]	[signature]
[signature]	Indira Mundra	Nayana Jain	
[signature]	[signature]		
	Shoed Mundra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

बरल - ६/
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G. By an Agreement dated 6th September, 1961 made and entered between Liquidators of the said KAILASHPURI CO-OPERATIVE HOUSING SCOIETY LIMITED, ESTATE INVESTMENT COMPANY PVT. LDT. of the ONE PART and intending PURCHASER namely SEKSARIA SUGAR MILLS PRIVATE LIMIITED of the OTHER PART; whereby the said intending Purchaser SEKSARIA SUGAR MILLS PRIVATE LIMIITED agreed to take all the liabilities and the assets of the said KAILASHPURI CO-OPERATIVE HOUSING SCOIETY LIMITED including the above referred portion of the larger property being all that piece and parcel of land admeasuring about 21 acres equivalent to 1,01,640 square yards situated at Village: Chincholi, Malad, along with hereditaments, premises and Bungalows standing thereon.

H. The Divisional Joint Registrar of Co-operative Societies recorded its sanction to the Liquidators of the said KAILASHPURI CO-OPERATIVE HOUSING SOCIETY LIMITED to surrender and deliver possession of the above referred Portion of the Larger Property being All that piece and parcel of land admeasuring about 21 acres equivalent to 1,01,640 square yards situated at Village : Chincholi, Malad, along

[signature]	K. M. Naik	Jignesh	B. K. Naik
L. G. Agarwal	K. M. Naik	Jignesh	B. K. Naik
Bharna	[signature]	C. D. S. [signature]	[signature]
[signature]	Vyantatesh		S D Chauhan
Udey C Mahto	M. V. Kulkarni	[signature]	जसोदा
Anisha	Thakorn	[signature]	[signature]
[signature]	Thakorn	[signature]	[signature]
Mahadha	Indira Mundhra	Nayana Jain	
Mahadha	[signature]		
	Shaked Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

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with here ditaments, premises and Bungalows (complete or incomplete) standing thereon to SEKSARIA SUGAR MILLS PRIVATE LIMITED

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२०२३

I. By a Deed of Conveyance dated 26th September, 1962/3 registered with Sub Registrar of Assurances at Bandra under Serial No.BND/2256/13 made and entered into between ESTATE INVESTMENT COMPANY PVT. LTD., KAILASHPURI CO-OPERATIVE HOUSING SOCIETY LIMITED, 1) A.H. KULKARNI, 2) GIRDHAR TULSIYAN and 3) PRAVIN CHANDRA ARJULAL being Liquidators appointed of the said KAILASHPURI CO-OPERATIVE HOUSING SOCIETY LIMITED of the ONE PART and SEKSARIA SUGAR MILLS PRIVATE LIMITED the purchasers of the OTHER PART; whereby the said "THE VENDOR" and the said KAILASHPURI CO-OPERATIVE HOUSING SOCIETY LIMITED conveyed the above referred Portion of the Larger Property being all piece and parcel of land admeasuring about 21 acres equivalent to 1,01,640 squares yards situated at Village: Chincholi, Malad, along with here ditaments, premises and Bungalows (complete or incomplete) standing thereon unto and in

[signature]	K.M. Nair	Jignesh	B.K. Nayak
L.G. Ayamul	K.M. Nair	Jignesh	B.K. Nayak
[signature]	[signature]	C.D. Souza	[signature]
[signature]	Vyankatesh		S B Chauhan
uday e manto	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
Mhadha	Indira Mudiraj	Nayana Jain	
Mhadha	[signature]		
	Shaad Mondal	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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favour of the said SEKSARIA SUGAR MILLS PRIVATE LIMITED at the consideration amount and on the terms, conditions and covenants contained therein.

J. That the said SEKSARIA SUGAR MILLS PRIVATE LIMITED prepared a Scheme under which the above referred portion of the Larger Property being all that piece and parcel of land admeasuring about 21 acres equivalent to 1,01,640 square yards situated at Village: Chincholi was divided into several Plots with necessary amenities required under the Municipal Rules for the Sub Plots. The Bombay Municipal Corporation gave its sanction to a Scheme prepared by SEKSARIA SUGAR MILLS PRIVATE LIMITED under No.LOP/66/BP-II on 26.09.1973. One of the Plot bearing Sub Plot No.39 is made up of area admeasuring 919.40 sq. mtrs. (Hereinafter referred to as "the said Plot of Land").

K. By Deed of Conveyance dated 30th December, 1947 registered with the Sub Registrar of Assurances at Bombay under Serial No. 652/75 made and entered into between SEKSARIA SUGAR MILLS PRIVATED LIMITED, therein, called "THE VENDORS" of the ONE PART; and

[signature]	K. M. Naik	Jignesh	B. K. Nayak
L.G. Agarwal	K. M. Naik	Jignesh	B. K. Nayak
[signature]	[signature]	C.D. Sousa	[signature]
[signature]	Vyankatesh		S.B. Chauhan
Uday Umanto	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakrem	[signature]	[signature]
[signature]	Thakrem	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
[signature]	[signature]		
	Shaad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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M/s. STANDARD BATTERIES EMPLOYEES CO-OPERATIVE HOUSING SOCIETY LTD. therein called "THE PURCHASERS" of the "OTHER PART; whereby the said "THE VENDORS" sold, transferred and conveyed the above referred Plot of Land being all that piece and parcel of Land bearing Plot No. 39 , admeasuring 919.40 sq. mtrs. forming part of Survey No. 47 (Part), C.T.S No. 97A/27 of Village Chincholi and more particularly described in the Schedule hereunder written (hereinafter after referred to as "the said Property") together with all rights, title, interest, benefits, appurtenant, here ditaments, etc. Into and in favour of M/s. STANDARD BATTERIES EMPLOYEES CO-OPERATIVE HOUSING SOCIETY LTD. at the consideration amount and on the terms conditions and covenants confirmed therein.

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L. M/s. STANDARD BATTERIES EMPLOYEES CO-OPERATIVE HOUSING SOCIETY LTD. being a Society registered under the Maharashtra Cooperative Socicties Act, 1960 was exempted from the provisions of the Urban Land (Ceiling and Regulation), Act, 1976.

[signature]	K. M. Naik	Jignesh	B.K. Nasuk
L.C. Agarwal	K. M. Naik	Jignesh	B.K. Nasuk
[signature]	[signature]	C.D. SOUZA	[signature]
[signature]	Vyankatesh		SBchuvihuy
uday Gmanto	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakeri	[signature]	[signature]
[signature]	Thakeri	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
[signature]	[signature]		
	Sharad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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M. M/S. STANDARD BATTERIES EMPLOYEES CO-OPERATIVE HOUSING SOCIETY LTD. applied for and obtained sanction of plans i.e. Intimation of Disapproval bearing No. EB/CE/2590/BS/II/L/P/S dated 5th January, 1982 from Municipal Corporation of Greater Bombay for redevelopment of the above said Property which was revalidated upto 5th January, 1988.

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N. By an Articles of Agreement dated 1st August, 1986 made and entered into between M/s. STANDARD BATTERIES EMPLOYEES CO-OPERATIVE SOCIETY LTD., therein referred to as "THE OWNERS" of the ONE PART; and MESSERS ASHIRWAS ENTERPRISES (Regd.) partnership firm (later being a Proprietary Concern of MR. VIRENDRA AMRUTLAL SHAH), having its principal place of business at 168/12 Jawahar Nagar Goregaon (West), Bombay (now Mumbai) 400 062, therein referred to as the "THE DEVELOPERS" of the OTHER PART; whereby the said OWNERS sold their rights in respect of the above referred Plot of Land being all that piece and parcel of Land bearing Plot No.39 , admeasuring 919.40 sq. mtrs.forming part of Survey No.47 (Part), C.T.S. NO. 97A/27 of Village: Chincholi and more

[signature]	K. M. Naik	Jignesh	B. K. Natak
L. G. Agamal	K. M. Naik	Jignesh	B. K. Natak
[signature]	[signature]	C. D. Solaja	[signature]
[signature]	Vyankatesh		S B Chauhan
Uday C Mahto	M. V. Kulkarni	[signature]	[signature]
Anisha	Thakam	[signature]	[signature]
[signature]	Thakam	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
[signature]	[signature]		
	[signature]	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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particularly described in the Schedule hereunder written together with all rights, title, interest, benefits, appurtenant, etc. including the Development rights thereof unto in favour of MESSERS ASHIRWAD ENTERPRISES at the consideration amount and on the terms and condition and covenants contained therein.

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O. That the above said Articles of Agreement dated 1st August 1986 was lodged for registration with Joint Sub Registrar No.IV, Mumbai (Bandra) under Document Serial No.4457-86 on 06.08.1986 and was indexed on 17.10.2019.

P. Under the above referred Agreement dated 1st August, 1986, MESSERS ASHIRWAD ENTERPRISES, became owners and were granted absolute rights to enter into agreements for sale or otherwise dispose of and/ or allot Flats, Tenements and other premises to the prospective purchasers, in the building to be constructed on the above referred Plot of Land and to receive the sale proceeds in respect thereof.

Q. That a Commencement Certificate dated 24th May, 1982 was issued by the concerned authorities in pursuance of the Application made

Girokhri	K. M. Naik	Jignesh	B. K. Nayak
L. G. Ayarwal	K. M. Naik	Jignesh	B. K. Nayak
Bhavna	[illegible]	C. D. Souza	[illegible]
[illegible]	Vyankatesh		S B Chauhan
Uday C Mandal	M. V. Kulkarni	[illegible]	जसीदा
Anisha	Thakorya	[illegible]	[illegible]
[illegible]	Thakorya	[illegible]	[illegible]
Mhadha	Indira Mundhra	Mayana Jain	
Mhadha	[illegible]		
	Ghosh Mandha	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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for the same by the said M/S. STANDARD BATTERIES EMPLOYEES COOPERATIVE HOUSING SOCIETY LTD.

R. That the M/S. S. ASHWINKUMAR AND CO., Advocates and Solicitors, Bombay had investigated the title to the said Plot of Land and issued a Title Certificate dated 2nd March, 1987.

S. That the said MESSRS. ASHIRWAD ENTERPRISES duly constructed the said Building name **"Ashiyana Apartment"** consisting of Ground plus (three) Upper Floors having 23 residential Flats plus (two) covered garages, standing thereon (hereinafter referred to as the **"Existing Building")** as per the approved plans and allotted/sold various Flats to the various Tenants/purchasers and entered into a standard agreement with them for the sale/allotment of the various Flats.

T. A society named "Ashiyana Apartment Co-operative Society Ltd." i.e., **"THE SAID SOCIETY"** herein was formed in the said Building "Ashiyana Apartment" and registered under the provision of Maharashtra Co-operative Societies Act,1960 under Registration No. BOM/(W-P)/HSG/(TC)/416/88-89 Dated 04.03.1989

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Chairman / Secretary / Treasurer

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U. That the necessary Permission to Occupy (O.C) dated 26th June, 1989 was granted by the Municipal Corporation of Greater Mumbai in respect of the above said Building and consequently, the said MESSRS. ASHIRWAD ENTERPRISES delivered sold and delivered possession of the said flats to the respective tenants/purchaser thereof, who are now the members of the said Society i.e., ASHIYANA APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD.

V. One of the Member of the said Society viz., Mrs. Veena Shivcharan Yadav is in occupation of the Flat no-B-3A admeasuring 134.38 Sq. ft. (clear carpet area) in the existing building. As per the last approved OC plan, the said flat no.B-3A is standing on the space designated for Society office. Thus, the said flat not being classified as residential unit in the approved OC Plan, ideally, no benefits can be derived by the said member. Bearing in mind the acute financial status of the said member, the Developer, *ex-gratia*, without any legal requirement or compulsion, will provide a Permanent Alternate Accommodation on the ground floor of the new building on ownership basis, that too, with 24% size increment of the earlier tenement in terms of the

[signature]	K. M. Yak	Jignesh	B. K. Nayak
L. G. Agarwal	K. M. Yak	Jignesh	B. K. Nayak
[signature]	[signature]	C. D. Soliya	[signature]
[signature]	Ujankatesh		SB Chauhan
Uday C Mahto	M. V. Kulkarni	[signature]	जसोदा
Anisha	Thakesh	[signature]	[signature]
—— oc	Thakesh	[signature]	[signature]
Mhadha	Indira Mundhra	Nayana Jain	
Dhadha	[signature]		
	Shoaid Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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subject Development Agreement, which residential unit shall be admeasuring 167 sq. ft. clear carpet area. The Developer does not have any reciprocal benefits qua the said flat, on the contrary will be require to spend monies from its own kitty for providing the permanent alternate accommodation to Mrs. Veena Shivcharan Yadav. As such, it is mutually agreed between the parties hereto that though the said member Mrs. Veena Shivcharan Yadav will enjoy all benefits like other members of the said society, but she will not be entitled to any car-parking space under the present Development Agreement and that the said member shall not raise any objection with respect to the car parking space/facility in future, as well.

W. That the said MESSRS. ASHIRWAD ENTERPRISES have also fulfilled all the terms and conditions stipulated in the above referred Agreement dated 1st August, 1986 made and entered into between M/S. STANDARD BATTERIES EMPLOYEES CO-OPERATIVE HOUSING SOCIETY LTD. and themselves, *inter se*.

X. Hereinafter the above referred Plot of Land viz., all that piece and Parcel of Land bearing Plot No. 39, admeasuring 919.40 sq. mtrs.

[signature]	K. M. Naik	Jignesh	B.K. Naik
L.G. Agarwal	K. M. Naik	Jignesh	B.K. Naik
[signature]	[signature]	C.D. Sousa	[signature]
[signature]	Vyankatesh		S.B. Chauhan
Uday Chanto	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
[signature]	Indira Mundhra	Narayana Jain	
Dhadha	[signature]		
	[signature]	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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along with the said Existing Building named ASHIYANA APARTMENT Co-operative Housing Society Ltd" Standing there on forming a part of Survey No. 47 (Part), C.T.S. No. 97A/27 of Village: Chincholi, Taluka: Borivali in the Registration District of Mumbai City and Mumbai Suburban District lying and being situated at Plot No. 39 Upper Govind Nagar, Malad (East), Mumbai 400 097 and more particularly described herein above is referred to as "**the said property**". For the sake of brevity, the said Property including the Existing Building standing thereon are more particularly described in the **Schedule of the said Property** hereunder written. Hereto annexed and marked as **Annexure "I" "II"** are the last available approved Letter &plan with and CTS plan of the said property, respectively.

Vide a Deed of Conveyance dated 3rd June, 2020 executed by and between the said MESSRS. ASHIRWAD ENTERPRISES and the said Society i.e. ASHIYANA APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD. duly registered with the office of Jt. Sub-Registrar Borivali No.9, Mumbai Suburban District (Bandra) on 23rd June, 2020 bearing registration no. BRL-9/3771/2020 (hereinafter referred

[signature]	K. M. Naik	Jignesh	B. K. Nayak
L. G. Ayarwal	K. M. Naik	Jignesh	B. K. Nayak
Bharna	[signature]	C. D. Solanki	[signature]
[signature]	Yankatesh		SB Chauhan
Uday & Manto	M. V. Kulkarni	[signature]	[signature]
Anisha	Thakesh	[signature]	[signature]
[signature]	Thakesh	[signature]	[signature]
Mhadha	Indira Mundra	Nayana Jain	
Mhadha	[signature]		
	Shaad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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to as **"THE SAID CONVEYANCE DEED"**), the said property, including all right, title and interest therein was sold, assigned and delivered unto the said Society, as more particularly described in the Schedule there under written at and for the consideration and in the manner therein contained.

Z. That the present members of the ASHIYANA APARTMENT CO-OPERATIVE HOUSING SOCIETY LTD., the Society herein, are confirming parties herein.

AA. In the circumstances mentioned above, the Society is seized and possessed of or otherwise well and sufficiently entitled to the said Property.

BB. Each of the 23no's(Twenty-three) of Existing Society Members ("**Existing Members**") being the Confirming Party herein, had been allotted their respective flats on what is popularly known as "ownership basis" in the said Existing Building, a detailed list whereof including the respective existing shareholdings, flat numbers together with existing clear carpet area, more particularly approved and

[illegible]	K.M. Naik	Jignesh	B.K. Nasik
L.G. Agarwal	K.M. Naik	Jignesh	B.K. Nasik
[illegible]	[illegible]	C.D. Solisa	[illegible]
[illegible]	Vyankatesh		SB Chauhan
Uday C Mahto	M.V. Kulkarni	[illegible]	जसीदा
Anisha	Thakem	[illegible]	[illegible]
[illegible]	Thakem	[illegible]	[illegible]
[illegible]	Indira Mundhra	Nayana Jain	
[illegible]	[illegible]		
	[illegible]	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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confirmed vide communication dated 2nd December, 2021 addressed by the Society to its members, copy whereof with requisite enclosures is annexed hereto and marked as **Annexure - "III";**

CC, Whereas the said 23 no's (Twenty Three) members who are joined as confirming parties under the Second Part in these presents, it is specifically agreed by and between the parties hereto, that the said Society shall be responsible to receive, distribute and pay the compensation, etc. payable under these presents to other members of the society and to get the vacant and peaceful possession of their respective premises from them and shall handover the same to the developer within a period of 30 days from the date of Intimidation of Disapproval (IOD) and/or receiving a letter to vacate from the developer to the Society. It is specifically agreed between the parties hereto, that none of the 23 no's (Twenty-Three) members in the confirming party under the **Second Part**, shall have direct conversation and / or correspondence with the Developer on the above issue and they shall approach their the managing committee of the said Society and the said committee / society shall bring those

[illegible]	K. M. Yadav	Jignesh	B. K. Nayak
L. G. Agarwal	K. M. Yadav	Jignesh	B. K. Nayak
Bharma	[illegible]	C. D. Solasa	[illegible]
[illegible]	Yambatesh		SBCheerhun
uday c mante	M. V. Kulkarni	[illegible]	जसीदा
Anisha	Thakeni	[illegible]	[illegible]
[illegible]	Thakeni	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayanes Jain	
Mhadha	[illegible]		
	Shalad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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facts to the notice of the developer for appropriate resolution thereof.

DD. That the said Building is being assessed by the "P" South Ward Assessment Department of Municipal Corporation of Greater Mumbai under Account No. PS2115221140000 bearing Property No. 00238969. Hereto annexed and marked as **ANNEXURE- "IV"** is a Property Tax bill issued in the name of the said society. Hereto annexed and marked as **ANNEXURE- "V"**, is the copy of Property Register Card issued in the name of the said Society.

EE. Since the Existing Building was constructed in the year 1989, it is presently in a deteriorated& a dilapidated condition and the Society considers it desirable to demolish the same and reconstruct new building/s in place thereof;

FF. The Society, being desirous of entrusting the work of development of the said Property to a willing developer, with the intention that the entire building would be demolished and reconstructed at the cost of the developer and the Existing Members would be entitled to a new flat along with the additional area against their present respective flats, free of cost.

[signature]	K. M. Naik	Jignesh	B.K.Natesh
L.G. Agarwal	K. M. Naik	Jignesh	B.K.Natesh
[signature]	[signature]	C.D.Sousa	[signature]
[signature]	Venkatesh		SBC [signature]
uday c mantra	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakon	[signature]	[signature]
[signature]	Thakon	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
[signature]	[signature]		
	Shared Mundhra	Geeta Rajman Yadav	

Aditiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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GG. The Society appointed TASKA Consultancy, as its Project Management Consultant (**'PMC'**) who submitted a Feasibility Report to the Society for the redevelopment of the said Property. The Feasibility Report was accepted by the Society in the Special General Meeting held on 21-08-2021 Thereafter, acting under instructions from the Society, the said PMC via an Invited Tender,invited offers from willing developers;

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HH. The Society received offer dated 21-01-2022 from the Developer herein, along with offers from other interested developers, within the specified time frame set out for submission of offers by the PMC acting under instructions from the Society. All offers were received in sealed envelopes and were opened simultaneously by authorized members of the Society/Managing Committee in the presence of the PMC. Thereafter, the PMC was requested to submit a comparative statement of all offers received along with its recommendation. Upon receiving said comparative statement and recommendation from the PMC the Society's Managing Committee carried out exhaustive

[illegible]	K. M. Nayak	Jignesh	B. K. Nayak
L. G. Agarwal	K. M. Nayak	Jignesh	B. K. Nayak
Bharat	[illegible]	C. D. Sousa	[illegible]
[illegible]	Ujambalesh		S B Chauhan
Uday C Mantri	M. V. Kulkarni	[illegible]	जसोदा
Anisha	Thakkar	[illegible]	[illegible]
[illegible]	Thakkar	[illegible]	[illegible]
Mhadha	Indira Mundra	Nayana Jain	
Mhadha	[illegible]		
	Sharad Mhadha	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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negotiations with the shortlisted developers. After conclusion of the said negotiations with the shortlisted developers, the Developer herein submitted to the Society final revised offer dated 15-03-2022 containing all its terms & conditions of redevelopment.

II. The Society vide its letter dated 29-03-2022, requested the Dy. Registrar of Co-Operative Housing Societies(P/South Ward)to depute its authorized representative to attend Special General Body Meeting to be video recorded for final appointment of the Developer for the Society's redevelopment work. Vide its letter dated 05-04-2022 the Deputy Registrar authorized Shri S. B. ROKADE (Co-operative Officer Class - II) to attend the meeting as the authorized officer. The Society circulated notice dated 26-03-2022 for Special General Body Meeting to be held on 10-04-2022 and also circulated detailed agenda along with explanatory notes for the meeting informing all members that the meeting shall be held in order to finalize appointment of the Developer for the Society's redevelopment work and also that the meeting shall take place in presence of the authorized officer deputed by the Dy. Registrar, Cooperative Societies, P/South ward and also

[illegible]	K. M. Naik	Jignesh	B.K.Naik
L.G. Agarwal	K. M. Naik	Jignesh	B.K.Naik
Bharat	[illegible]	C. D. Solanki	[illegible]
[illegible]	Vyankatesh		S B Chauhan
Uday C Mantri	M.V. Kulkarni	[illegible]	[illegible]
Anisha	Thakam	[illegible]	[illegible]
[illegible]	Thakam	[illegible]	[illegible]
Bhadha	Indira Mundhra	Nayana Jain	
Bhadha	[illegible]		
	Bhavad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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that the said meeting shall be video recorded. All members were apprised of terms & conditions of all offers received by the Society and also of all steps taken by the Socicty in the matter of redeveldpment.

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The Special General Body Meeting of the Society was held on 10-04-2022 and declared in presence of Shri. S. B. ROKADE (Cooperative Officer Class - II) and the said meeting was recorded on video. 16 NOS **(Sixteen Number of members attended the meeting)** out of total 23 Nos **(Twenty-Three members)** of the Society attended the meeting. The general body by a majority vote, appointed the Developer h[illegible] as the Developer for the Society's redevelopment work in acc[illegible] of the Developer's final offer dated 15-03-2022 and all its terms and conditions. A true copy of the Minutes of the said Special Gen[illegible] Meeting of the Society is hereto annexed and marked as **Annexure - "VI"**. Thereafter the society via letter dated 11-04-2022 requested the developer to revise the offer as a goodwill gesture, considering the same developer revised the offer via letter dated 12-04-2022marked as **Annexure - "VII"**

Adhiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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KK. Accordingly, the Dy. Registrar, Co-operative Societies "P/South" Ward granted to the Society, its NOC dated 19-04-2022 stating that the Society has carried out the entire process for appointment of the Developer in accordance with provisions U/s (79A) of the Maharashtra Cooperative Societies Act, 1960 and that the Society has appointed the Developer, to redevelop the said Property by requisite majority. A copy of the no objection certificate issued by the Dy. Registrar, Co-operative Societies "P/South" Ward dated 19-04-2022 is annexed hereto and marked as **Annexure "VIII";**

LL. The Society in its Special General Body Meeting dated **25-01-2023** has approved the draft of this Agreement and authorized (1) The Chairman, **MR. GIRDHARI F. AGARWAL,** (2) The Secretary **MR. MUKESH A. CHADHA,** and (3) The Treasurer **Mr. CHANDRAKANT D. JAIN,** to execute this Agreement on behalf of the Society and its members and to carry out all procedure required for its registration. True Copy of Minutes of the said Special General Body Meeting dated **25-01-2023** is hereto annexed and marked as **Annexure "IX";**

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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MM. In the circumstances aforesaid, the Society has granted development rights to the Developer to redevelop the said Property by exploiting, consuming and utilising the full and maximum Development Potential of the said Property by way of all permissible Floor Space Index ("FSI") on account of the entire plot of land and building standing thereon as well as all available FSI permissible under law from time to time, including but not limited to premium FSI available on payment of premium and /or incentive FSI and/or FSI by way of transfer Development Rights ("TDR") whether free or to be availed on payment and/or Fungible FSI and/or FSI available on account of areas of staircase/s, lifts, lift shafts, common passages, etc. and/or FSI in any other manner permissible under law from time to time whether to be availed free or by way of payment of premium to authorities or to be purchased from the market at the cost of the Developer in accordance with the applicable laws in the manner and on the terms and conditions as stated in this Agreement, and that the Society further undertakes to execute and/or issue all requisite documents and No-Objection Certificates from time to time, required

[signature]	K. M. Yale	Jignesh	B. K. Nagate
L. G. Agarwal	K. M. Yale	Jignesh	B. K. Nagate
[signature]	[signature]	C. D. Sotosa	[signature]
[signature]	Venkatesh		SB Chauhan
Uday C Mantoo	M. V. Kulkarni	[signature]	जसीदा
Anisha	Thakery	[signature]	[signature]
[signature]	Thakery	[signature]	[signature]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[signature]		
	Ghosh Mondhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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for utilization and sharing of the aforesaid FSI, additional FSI provided under Regulation 33 (7) B of the Development Control and Promotion Regulation – 2034 or under any other statute, as required under law;

NN. The terms and conditions mutually agreed upon by and between the Parties hereto are as under:

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties hereto as under: -

1. The recitals mentioned hereinabove shall form integral part of this Agreement.

2. The Society hereby declares that by resolution passed in the Special General Body Meeting dated 25-01-2023, it has approved draft of this Agreement, and has authorized (1) The Chairman, **MR. GIRDHARI F. AGARWAL**, (2) The Secretary **MR. MUKESH A. CHADHA** and (3) The Treasurer, **Mr. CHANDRAKANT D. JAIN** to execute this Development Agreement and the Power of Attorney and to carry out all the required procedure for registration of the same on behalf of the Society.

[illegible]	K. M. Nair	Jignesh	B.K. Nayak
L.G. Agarwal	K. M. Nair	Jignesh	B.K. Nayak
[illegible]	[illegible]	C.D. Souza	[illegible]
[illegible]	Yankatesh		SBChunhun
Uday L Mahto	M.V. Kulkarni	[illegible]	जसी.दा
Anisha	Thakur	[illegible]	[illegible]
[illegible]	Thakur	[illegible]	[illegible]
Chadha	Indira Mundhra	Nayana Jain	
[illegible]	[illegible]		
	Shaad Hardha	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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3. The Society on behalf of itself and all its members hereby grants unto the Developer development rights of the said Property, being all that piece and parcel of land and here ditaments being Land bearing Plot No. 39 , admeasuring 919.40 sq. mtrs., which net area shall be the basis for computation of maximum permissible floor space index ("F.S.I.") under applicable rules and regulations),forming a part of Survey No. 47 (Part) , C.T.S. No. 97A/27 of Village : Chincholi, Taluka : Borivali in the Registration District of Mumbai City and Mumbai Suburban District, as more particularly described in the Schedule hereunder written and delineated in red colour on the block location plan thereof hereto annexed and marked as **Annexure "X"** and thereon shown surrounded by red colour boundary line and the Developer accepts the said development rights granted by the Society.

In consideration of the Society granting to the Developer, development rights in respect of the said Property, the Developer shall provide to each of the Existing Members owning residential units in the existing building, flats in the newly constructed building (hereinafter referred to as the "**New Building**") comprising of the existing Clear Carpet areas in their occupation with 24% Clear Carpet area on the existing clear carpet area included within the new residential flat (hereinafter referred to as the "**Flat Entitlement**") free of cost and as more

[signature]	K. M. Naik	Jignesh	B. K. Nayak
L. G. Ayamal	K. M. Naik	Jignesh	B. K. Nayak
Bharna	[signature]	C. D. Solanka	[signature]
[signature]	Yankatesh		SD Chunhan
Uday C Manto	M. V. Kulkarni	[signature]	[signature]
Anisha	Thakeru	[signature]	[signature]
[signature]	Thakeru	[signature]	[signature]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[signature]		
	Ghazal Mundhra	Geeta Rajman Yadav	

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particularly mentioned in the list annexed hereto and marked as **Annexure "XI"**(hereinafter referred to as **"the New Flats"**). The Flat Entitlement shall hereinafter be referred to as **"Entitlement/ Existing Member's Entitlement"**. Amenities to be provided in the new flats are as set out in the list annexed hereto and marked as **Annexure "XII"**, all free of cost to the Existing Members. It is clarified that the Existing members shall not be provided with any additional area over and above their Entitlement free of cost. However, if any existing member is interested in acquiring flat/s or extra area larger than his/her/their Entitlement by purchasing Extra Area over and above their Entitlement **("Extra Area")**, then the Developer entirely at its own discretion and subject to planning constraints, as well as approval from authorities, shall sell the same at 10% discount on the prevailing market rate, and the concerned Existing Member/s shall purchase such Extra Area within their New Flat/s. Any Stamp Duty, Registration Charges, other incidental expenses as well as GST or any other tax or levy in lieu of GST and any other cess, surcharge thereon on account of purchase of Extra Area shall be borne and paid by the concerned purchasing member alone.

5. In pursuance of the development rights hereby granted to the Developer, the Developer shall, without being required to pay any

[illegible]	K.M. Naik	Jignesh	B.K. Naik
L.G. Agarwal	K.M. Naik	Jignesh	B.K. Naik
[illegible]	[illegible]	C.B. Solza	[illegible]
[illegible]	Vyankatesh		S.B. Chauhan
Uday Chanta	M.V. Kulkarni	[illegible]	[illegible]
Anisha	Thakom	[illegible]	[illegible]
[illegible]	Thakom	[illegible]	[illegible]
Shadha	Indira Mundra	Nayana Jain	
Shadha	[illegible]		
	Shaeed Hussain	Geeta Rajman Yadav	

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additional cost, premium or compensation to the Existing Members and/or to the Society save and except providing New Flat/s together with amenities to existing members, common amenities and specifications, Allowance for Temporary Alternate Accommodation, Brokerage, Shifting Charges, as per various provisions of this agreement, be entitled to use and consume on the said Property any FSI benefit, present or future, that may be available for utilization thereon by virtue of any layout or incentive FSI including inter alia, the benefits as pertaining to any layout amenities provided in the course of construction of the Existing Building and/or the structures presently standing on the said Land or otherwise available in accordance with the applicable law and/or any rules of the concerned Authorities and/or any statutory modification/re-enactment/repeal thereof, available or permissible now and/or in future as a result of any change in government policies and/or building control regulations or applicable law or otherwise howsoever, including but not limited to the following kinds of development potential:

(i) entire development potential available for consumption on the said Property by way of FSI consumed on account of the said Existing Building as well as entire development potential available for consumption on the said Property by way of inherent floor space

[signature]	K. M. Nak	Jignesh	B. K. Nazale
L. C. Ayamul	K. M. Nak	Jignesh	B. K. Nazale
Bharma	[signature]	P. D. Solaja	[signature]
[signature]	Lyankatesh		SB Chauhan
Uday C Mantoo	M. V. Kulkarni	[signature]	[signature]
Anisha	Thakora	[signature]	[signature]
[signature]	Thakora	[signature]	[signature]
Mahadha	Indira Mundra	Mayana Jain	
Mahadha	[signature]		
	Shahid Mandhra	Geeta Rajman Yadav	

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Chairman / Secretary / Treasurer

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index emanating from and pertaining to the said Land in the form of base land FSI, which can be consumed free of costs thereon;

(ii) entire development potential available for consumption on the said Property by virtue of any layout amenities having been provided in the layout of the Town Planning Scheme pertaining to the said Property whether free of cost or by payment of premium to pertinent authorities;

(iii) entire development potential available for consumption on the said Property by way of loading TDR on the said Land, including in accordance with the Development Control Regulations for Greater Mumbai 2034, as applicable to the city of Mumbai and Mumbai Suburban District ("MSD") and any statutory amendment or modification or re-enactment thereof or other applicable law;

(iv) entire development potential available for consumption on the said Property including staircase/lift areas, by acquiring/loading the maximum permissible Premium FSI or any other statutory authorities including but not limited to the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"), in accordance with the provisions of the Development Control Regulations for Greater Mumbai 2034, as applicable to the city of Mumbai and MSD and any statutory amendment or modification or re-enactment thereof; and

(v) entire development potential available for consumption on the said

[signature]	K. M. Naik	Jignesh	B. K. Naik
L. G. Ayarwal	K. M. Naik	Jignesh	B. K. Naik
[signature]	[signature]	C. D. Sowa	[signature]
[signature]	Vyankatesh		S B Chauhan
Uday C Mahto	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
Pradha	Jiding Mondhra	Nayana Jain	
Pradha	[signature]	[signature]	Geeta Rajman Yadav

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
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Property by acquiring/loading the maximum permissible Fungible FSI in accordance with Regulations of the Development Control Regulations for Greater Mumbai 2034, as applicable to the city of Mumbai and MSD and any statutory amendment or modification or re-enactment thereof, whether free or by payment of premium to pertinent authorities.

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(vi) entire development potential available for consumption on the said Property by acquiring/loading the maximum permissible incentive FSI in accordance with the Development Control Regulations for Greater Mumbai 2034, as applicable to the city of Mumbai and MSD and any statutory amendment or modification or re-enactment thereof, whether free or by payment of premium to pertinent authorities.

(vii) any development potential available for consumption on the said Property by acquiring/loading the maximum permissible FSI in any other manner permissible under law from time to time whether available free or on payment of premium to various authorities or by way of purchase from open market.

6. The Society hereby thus authorizes the Developer to exploit the full development potential of the said Land, thereby entitling the Developer to construct at its own costs the New Building on the said Land allowing maximum possible construction as may be permissible

[signature]	K.M. [signature]	Jignesh	B.K. Nayak
L.G. Ayamal	K.M. [signature]	Jignesh	B.K. Nayak
[signature]	[signature]	C.D. Souza	[signature]
[signature]	Vyantateth		SB Chauhan
Uday C Mahta	M.V. Kulkarni	[signature]	जसीता
Anisha	Thakery	[signature]	[signature]
[signature]	Thakery	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
[signature]	[signature]		
	Shalad Mundhra	Geeta Rajman Yadav	

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under DCR 2034 and any subsequent amendments thereto, and further to exclusively market, sell, transfer, dispose of and/or otherwise create third party rights in respects of the Developer's Free Sale Area (defined hereunder) to be constructed thereon on the Developer's own account and for the Developer's own benefit.

7. Upon execution hereof, the Developer shall be entitled to carry out all activities in connection with the development of the said Property including but not limited to preliminary activities such as surveys, measurements, soil sampling, testing, visits from consultants, et al. However, the Developer shall demolish the Existing Building and other structures and construct the New Building, only upon the Developer having obtained sanction of plans of the New Building from MCGM. Upon execution hereof, the Developer shall be entitled to enter upon the said Property in its capacity as Developer to carry out all preliminary activities in connection with the development of the said Property and shall be further entitled to demolish the Existing Building and construct the New Building on the said Land in accordance with the plans sanctioned by MCGM after execution of Permanent Alternate Accommodation Agreement/s with Existing Members as provided herein. The Society hereby grants to the Developer license to enter upon the said Property for the purpose of carrying out the redevelopment of the said Property and the exercise

[signature]	K.M. Nair	Jignesh	B.K. Nayak
L.G. Ayanwal	K.M. Nair	Jignesh	B.K. Nayak
Bharat	[signature]	C.D. Sousa	[signature]
[signature]	Vyankatesh		SB Chauhan
Uday Chandra	M.V. Kulkarni	[signature]	जसीदा
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
Bhadha	Indira Mundra	Nayana Jain	
Bhadha	[signature]	Shared Mundhra	Geeda Rajman Yadav

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of the said development rights as envisaged hereinafter execution of Permanent Alternate Accommodation Agreement/s with Existing Members as provided herein. Not with standing whatever stated in the instant Agreement, the PAAA will be executed only with members whose name feature in the share certificates, to be notified by the society to the Developer and that the developer shall give the benefits under this agreement including (but not limited to) paying monthly compensation, corpus, possession of the entitled flat/permanent alternate accommodation etc., in the respective names of the said members. The society with respect to flats/units not in occupation and/or possession of its members as per the share certificate, shall further notify the Developer, as to in whose names the said benefits are required to be effected to. The Society shall receive the said benefits from the developer and then give the same to its members/person/s and occupier/s, as the case may be, at its end as its sole responsibility, without seeking any assistance or intervention of the Developer. The Developer upon giving the said benefits to the members/persons/occupier/s as notified by the society, shall stand full absolved of and not be liable for any future claims concerning the said benefits by any members/person/s and occupier/s, as the case may be. It shall be independent responsibly of the society to take requisite indemnity, undertaking and/or assuranees from the

[illegible]	K. M. [illegible]	Jignesh	B. K. Nayak
L. G. Ayamal	K. M. [illegible]	Jignesh	B. K. Nayak
Bhare	[illegible]	C. D. S. O [illegible]	[illegible]
[illegible]	Yaulatesh		SB Chauhan
uday c manto	M.V. Kulkarni	[illegible]	[illegible]
Anisha	Thakam	[illegible]	[illegible]
[illegible]	Thakam	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[illegible]		
	Ghosad Mundhra	Geeta Rajman Yadav	

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members/persons/occupier/s who claim benefits in respect of the flat/s, which are presently not in occupation and/or possession of its members, as per the Share Certificate issued to them. Nevertheless, the Society undertakes to keep the Developer indemnified against any claim/objections, from any third parties claiming adverse rights against the members/persons/occupier/s receiving benefits under this Agreement.

8. The Society consciously recognises and it is relevant to record here that post appointment of the Developer by the Society and prior to execution of the instant Development Agreement, the Developer herein took persistent and tedious efforts, and spent monies, to resolve the expectations/obstructions of the non-consenting members, so that there is minimal impediment in the process of redevelopment.

9. The Society confirms that simultaneously with the execution hereof, the Developer has become entitled to carry out the redevelopment of the said Property at its own costs and expenses in terms hereof and as permitted by law in accordance with the plans to be sanctioned by the MCGM or any other concerned Authorities and as may be amended from time to time.

[signature]	K. M. Nair	Jignesh	B.K. Nayak
L.G. Agarwal	K. M. Nair	Jignesh	B.K. Nayak
[signature]	[signature]	C. D. Sousa	[signature]
[signature]	Vyankatesh		[signature]
Uday C Mahto	M.V. Kulkarni		SBChauhan
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
[signature]	Indira Mandhra	Nayana Jain	[signature]
Mahadha		[signature]	
Mahadha	[signature]	Sheela Mandhra	Geeta Rajman Yadav

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
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10. The Society and its Member viz., Mrs. Veena Shivcharan Yadav confirm that Mrs.Veena Shivcharan Yadav is in occupation of the Flat no.B-3A admeasuring 134.38 Sq. ft. (clear carpet area) in the existing building. As per the last approved OC plan, the said flat no. B-3A is standing on the space designated for society office. Thus, the said flat not being classified as residential unit in the approved OC Plan, ideally, no benefits can be derived by the said member. Bearing in mind the acute financial status of the said member, the Developer, *ex-gratia*, without any legal requirement or compulsion, will provide a Permanent Alternate Accommodation on the ground floor of the new building on ownership basis, that too, with 24% area increment of the earlier Tenement in terms of the subject Development Agreement, which residential unit shall be admeasuring 167 sq. ft. clear carpet area. The Developer does not have any reciprocal benefits qua the said flat, on the contrary will be require to spend monies from its own kitty for providing the permanent alternate accommodation to Mrs. Veena Shivcharan Yadav. As such, it is mutually agreed between the parties hereto that though the said member Mrs. Veena Shivcharan

[signature]	K.M.Nale	Jignesh	B.K.Nalate
L.G.Ayamul	K.M.Nale	Jignesh	B.K.Nalate
Bharu	[signature]	C.D.Solanki	[signature]
[signature]	Vyankatesh		S.B.Chauhan
Uday Gmanto	M.V.Kulkarni	[signature]	[signature]
Anisha	Thakeru	[signature]	[signature]
[signature]	Thakeru	[signature]	[signature]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[signature]		
	Shared Mandhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
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Yadav will enjoy all benefits like other members of the said society, but she will not be entitled to any car-parking space under the present Development Agreement and that the said member shall not raise any objection with respect to the car parking space/facility in future, as well.

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11. It is agreed by and between the parties as under

(i) The flats comprising of the Developer's Free Sale Area (defined hereunder) will be retained on the highest possible floors of the New Building. In addition to the New Flats, the Developer shall collectively allot to the Society 22 nos. of car parking spaces by way of mechanical parking and or openparking as may be approved by MCGM to the Society and are collectively referred to as **"the Society's Area"**. It shall be the sole responsibility of the Society to allocate and distribute car parking spaces among its members, without requiring any intervention/assistanee of the Developer.

(ii) Save and except the Society's Area, all the remaining Flats/Units in the New Building including the amenities to be provided therein and the car parking spaces to be allotted to the purchasers thereof(hereinafter collectively referred to as the **"Developer's Free Sale Area"**) shall be retained by the Developer for its use and/or

[illegible]	K.M. Nak	Jignesh	B.K. Nakate
L.G. Ayanwal	K.M. Nak	Jignesh	B.K. Nakate
Bharat	[illegible]	C.D. Solanka	[illegible]
[illegible]	Yankatesh		SB Chauhan
Uday Samanta	M.V. Kulkarni	[illegible]	[illegible]
Anisha	Thakur	[illegible]	[illegible]
[illegible]	Thakur	[illegible]	[illegible]
	Indira Mundhra	Nayana Jain	
Bhadha		[illegible]	
[illegible]	[illegible]	Ghosh Mundhra	Geeta Rajman Yadav

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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disposal and the Developer shall be entitled to deal with the same in any manner whatsoever entirely at the Developer's sole discretion.

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(iii) The allotment of the New Flats to the Existing Member's shall be on the basis of Existing Member's Entitlement and clear carpet area of new flats in the Society's Area that are available for allotment. Also, certain members have purchased additional area (Extra Area) and accordingly, they have been allotted a Larger/Different flat, which was mutually decided between the member and the developer. Note: - Clear Carpet area is considered /defined/ calculatedas measured from block work to block work of unfinished wall. On the basis of allotment of New Unit/s as described in this Clause, Permanent Alternate Accommodation Agreement/s shall be executed by each member. The Developer shall provide car parking spaces collectively to Existing Members of the Society to the Society it self.On the finalisation of the plans and confirmation by the society, the society shall within 10 days allot flats, from the new flats in the Society's Area that are available for allotment, to its members. In the event there is a delay/disagreement/dispute regarding the issue of allotment of the said New Flats to Existing Members, the decision of the Developer shall be final and Society / existing members shall not raise any objection in that regard. The Developer shall handover the

[signature]	[signature]	Jignesh	B.K.Nawate
L.C.Ayamul	K.M.Naik	Jignesh	B.K.Nawate
Bhaona	[signature]	C.D.Soza	[signature]
[signature]	Vyankatesh		SB Chunhun
uday c manto	M.V.Kulkarni	[signature]	[signature]
Anisha	Thakeru	[signature]	[signature]
[signature]	Thakeru		[signature]
Mhadha	Thakeru	[signature]	
Mhadha	Indira Mundhra	Nayana Jain	
	[signature]	Shared Mundhra	Geeta Rajman Yadav

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possession of the New Flat to the Existing Members in accordance with the allotment carried out as per this clause.

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(iv) The Developer shall be at liberty to sell or dispose of the Developer's Free Sale Area to the prospective purchasers on ownership basis and to appropriate the profits and sale proceeds thereof. Such prospective purchasers shall be admitted as members by the Society as provided in this Development Agreement without any further consideration and/or premium payable to the Society, save and except a fixed sum of Rs.25000/- (Rupees Twenty Thousand Only)towards admission fees which shall be paid by the Developer upon sale of the respective Free Sale flat in favour of the prospective purchasers and such purchasers of the Developer's Free Sale area shall be paying maintenance and all other Society charges at par with Existing Member/s of the Society. The said prospective purchasers shall abide by the Bye-Laws adopted by the Society. The Society hereby confirms warrants and acknowledges that the Developer shall be solely entitled to allot all car parking spaces belonging to the Developer's Free Sale Area to the acquirers of the Developer's Free Sale Area and the Society or the Existing Members shall not object thereto. It is clarified that the Society hereby confirms the allotment of such additional car parking spaces to the Developer with full and irrevocable authority to

[illegible]	K. M. Naik	Jignesh	B. K. Nayak
L. G. Ayanwal	K. M. Naik	Jignesh	B. K. Nayak
[illegible]	[illegible]	E. D. Sousa	[illegible]
[illegible]	Vyankatesh		S B Chauhan
uday c mahto	M. V. Kulkarni	[illegible]	जसीदा
Anisha	Thakore	[illegible]	[illegible]
[illegible]	Thakore	[illegible]	[illegible]
Mhadha	Indira Mondhra	Mayana Jain	
Mhadha	[illegible]		
		Sharad Mondhra	Geeta Rajman Yadav

Aniyana Apartment Co-op. Hsg. Soc. Ltd.,
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the Developer for further allotting the same to the acquirers of the Developer's Free Sale Area.

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(v) The sale of the premises in the Developer's Free Sale Area shall be affected by the Developer on principal-to-principal basis and there will be no privity of contract between the purchasers of flats in the Developer's Free Sale Area and the Society.

12. After obtaining the I.O.D. for the proposed new building the Developer shall furnish copies of the I.O.D and the approved plans to the said Society herein. Immediately thereafter, the Developer shall issue **"Vacation Notice"** in writing to the Society seeking to demolish the said Existing Building/s. The Society & its Member's shall hand over vacant and peaceful possession of the entire Property including but not limited to the said Land, the Existing Building and all structures standing on the said Land within 30 days from receipt of the said Vacation Notice by the Developer. The society and each of the members/occupier shere by consent to vacate and handover peaceful possession of their existing flats/units, irrespective of their entitled flats/units being covered under the IOD issued by the MCGM. The Developer shall fulfil its obligations under sanctioned plans and conditions for obtaining Commencement Certificate from authorities as well as terms and conditions of this agreement throughout the

[signature]	K. M. Nak	Jigresh	B. K. Nakate
L. G. Ayarwal	K. M. Nak	Jigresh	B. K. Nakate
[signature]	[signature]	[signature]	[signature]
[signature]	Vyankatesh		SBchunhun
Uday Chanto	M. V. Kulkarni	[signature]	जसोदा
Anisha	Thakar	[signature]	[signature]
[signature]	Thakar	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
[signature]	[signature]		
	Ghosal Mandhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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Construction Period (defined here in below). Simultaneously, against execution of this Development Agreement each of the 23 no's (Twenty Three) Existing Members of the Society shall execute a duly notarized declaration/undertaking/affidavit in favour of the Developer clearly stating that they are aware of all provisions of this Agreement including this clause and are bound to execute his/her/their respective PAAA, the said PAAA shall be endeavoured to be executed within06 (SIX) weeks and the Society is bound to hand over vacant possession of the said entire Property within 30 days from the issuance of the Vacation Notice by the Developer. The Developer shall only accept vacant possession when the Society and all its Existing members hand over vacant and peaceful possession of the entire said Property including the said Land, the Existing Building and all structures standing thereon. The **"Commencement of Construction"** shall be considered as the date on which the Developer receives **"First Commencement Certificate"**. It is expressly agreed and understood by and between the parties that handing over the quiet, vacant and peaceful possession of the entire said Property by the Society and the Existing Members to the Developer is a pre-condition for commencement of construction and development on the said Property and for obtaining the Commencement Certificate by the Developer.

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13. It is agreed between the Parties hereto that the Existing Members shall co-operate and peacefully handover the quiet, vacant and peaceful possession of the said Property including all flats, common areas, terraces, garages, pump rooms, etc., to the Developer within the said30 days from the Developer issuing the Vacation Notice. The 1st garage viz., Unit -1 being occupied by (i) Mr. Rakesh Prahladrai Pandya and (ii) Mrs. Sarika Rakesh Pandya has been surrendered vide Declaration dated 23rd June, 2022 and the said members stand by the same, copy whereof is annexed hereto and marked as **Annexure – "XIII"**. As regards the 2nd garage viz., unit no.2, being in occupation of Mrs. Nita Mukesh Chadha, the same has been willingly surrendered to the developer. By signing the present Agreement, the said members have acknowledged their respective arrangements.

14. The Developer agrees to give access to the Society committee/representatives and PMC for inspection of the work on site, however the same shall be subject to prior written intimation. The said inspection shall be taken at the entire risks of the Society committee/representatives and PMC, with respect to the prevailing site conditions.

15. The Parties also acknowledge and confirm that all the Existing Members are bound by the terms of this Agreement. In case if any

[illegible]	K.N.Naik	Jignesh	B.K.Nayak
L.C.Ayamal	K.M.Naik	Jignesh	B.K.Nayak
Bharat	[illegible]	[illegible]	[illegible]
[illegible]	Vyankatesh		SBchauhan
Udey C Mantu	M.V.Kulkarni	[illegible]	[illegible]
Anisha	Thakem	[illegible]	[illegible]
[illegible]	Thakem	[illegible]	[illegible]
Chadha	Indira Mundhra	Nayana Jain	
Chadha	[illegible]		
	Shaad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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Existing Member/s refuse/s or fail/s to vacate his/her/their flat/s and any other area etc., under his/her/their use, possession and Developer through the Society for demolition in accordance with the terms of this Agreement, the Developer shall be entitled to take appropriate legal measures, as provided/available under law to evict such defaulting Existing Member/s from his/her/their respective flat/s in the Existing Building, at the cost and expenses of such defaulting Existing Member/s. The Society shall extend full co-operation to the Developer by executing all necessary documents/writings including inter alia such legal proceedings as may be required by the Developer in order to ensure that the defaulting Existing Member/s shall vacate his/her/their respective flat in the Existing Building. The Developer shall be entitled to recover/adjust/set off all costs incurred by the Developer in adopting any legal measures/proceedings for ensuring such eviction of the defaulting Existing Member/s from the amounts hereunder agreed to be paid by the Developer to the respective defaulting Existing Member/s.

16. The Period starting from Commencement of Construction as defined above and ending on the date of grant of Occupancy Certificate **("O.C.")** for the Society's Area in its entirety shall be called

[illegible]	K. N. Naik	Jignesh	B. K. Naik
L. G. Agarwal	K. M. Naik	Jignesh	B. K. Naik
Bharma	[illegible]	C. D. Sousa	[illegible]
[illegible]	Nyankatesh		SB Chauhan
uday c manto	M.V. Kulkarni	[illegible]	जसीद
Anisha	Thakam	[illegible]	[illegible]
[illegible]	Thakam	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[illegible]		
		[illegible]	Geeta Rajman Yadav

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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"Construction Period". Notwithstanding anything said herein, Construction Period shall end on the date on which said O.C. for the Society's Area in its entirety is issued by M.C.G.M. The Developer shall ensure that Construction Period shall not exceed 30 months (Thirty months) plus 6 months (Six months) months **"Grace Period"**. Thus, within a maximum of 36 months (Thirty-Six months) starting from the Commencement of Construction, the Developer shall demolish the existing building and structures as required under applicable rules and regulations and construct the new building as per sanctioned plans and obtain occupancy certificate **("O.C.")** for the Society's Area in its entirety, subject to the Society complying with all its terms and conditions as recorded herein. However, if the Developer is prevented from doing so due to reasons mentioned here in below or occasioned by force majeure, that is to say:

(i) Delay in sanction of plans/approvals/permissions/consents/ sanctions by the MCGM and/or other concerned authorities, provided however such delay and/or the reasons thereof is/are not attributable to the Developer;

(ii) non-availability of iron, steel, cement, river soil, water or electricity supply or other building material and/or labour; provided that such non-availability and/or the reasons thereof is/are not attributable to the Developer;

[illegible]	K. M. Naik	Jignesh	B. K. Naik
L. G. Ayamul	K. M. Naik	Jignesh	B. K. Naik
Bharu	[illegible]	C.D.S.O. [illegible]	[illegible]
[illegible]	Ujankatesh		S B Chauhan
uday c mantom	M.V. Kulkarni	[illegible]	[illegible]
Anisha	Thakeni	[illegible]	[illegible]
[illegible]	Thakeni	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[illegible]		
	Sharad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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(iii) war, terror attacks, civil commotion, riots, labour strikes, epidemic, pandemic, price inflation / escalation, flood, tempest or acts of God;

(iv) Compulsory acquisition or takeover by any government agency of the said Property or any part thereof;

(v) National emergency proclaimed by the President of India, which results in such acts of the government having a material impact on the performance of the obligations of the Developer under this Agreement;

(vi) Nationwide/State-wide/Local/Partial Lockdown (s) issued by the Central or the State Government;

(vii) any notice, order, rule, notification of the government or other public, judicial or competent authority prohibiting Redevelopment of the said Property and/or having an adverse effect on the Redevelopment of the said Property;

(viii) any orders passed by any Court of Law requiring the Developer to stop work or having an effect on the construction work on the said Property or any hindrance caused in the redevelopment of the said Property;

(ix) in the event of any hindrance or obstruction is caused by the Society and/or by any of the Existing Members (or anyone claiming through or under any of them) in enabling the referred to here in above including the time-span involved in settling the same.

[illegible]	K.M. Nair	Jignesh	B.K. Nair
L.G. Agarwal	K.M. Nair	Jignesh	B.K. Nair
Bharma	[illegible]	C.D. Sikar	[illegible]
[illegible]	Yankatesh		S B Chauhan
uday c marite	M.V. Kulkarni	[illegible]	जसोदा
Anisha	Thakorni	[illegible]	[illegible]
[illegible]	Thakorni	[illegible]	[illegible]
[illegible]	Indira Mundhra	Nayana Jain	
[illegible]	[illegible]	Shosad Mundhra	Geeta Rajman Yadav

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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(x) The period during which the Developer is prevented from demolishing the existing building and other structures on the said Property and/or developing and/or constructing new building on the said Property and/or performing his obligations under this agreement and/or constructing and selling the Developer's Free Sale Area either in part or full and/or the period during which any of the hindrances or obstructions mentioned hereinabove subsist, shall be excluded in computing the aforesaid 30 months (Thirty months) plus 6 months (Six months) months **"Grace Period"**. However, as mentioned hereinabove, Developer shall not be absolved from performing his obligations under this agreement in respect of payment of Allowance for Temporary Alternate Accommodation, till offering possession of new premises to members, as stated herein.

(xi) The Society may at its discretion, for genuine reasons, grant a further period of 36 months, beyond the currently agreed period of 36 months, to the Developer for completing of the project.

17. During the Construction Period the Existing Members of the Society shall make their own arrangements to shift to a temporary accommodation, for which the Developer shall pay to each of the Existing Members fixed allowance for meeting the rent and other outgoings of the transit accommodation as follows:

[illegible]	K. M. Naik	Jignesh	B. K. Naik
L. G. Ayanwal	K. M. Naik	Jignesh	B. K. Naik
Bharna	[illegible]	C. D. Solkar	[illegible]
[illegible]	Vyankatesh		S B Chauhan
Uday C Mahto	M. V. Kulkarni	[illegible]	जसीदा
Anisha	Thakem	[illegible]	[illegible]
[illegible]	Thakem	[illegible]	[illegible]
Mhadha	Indira Mundhra	Mayana Jain	
Mhadha	[illegible]		
	Shobad Mandhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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AS PER OFFER LETTER

(i) a sum equivalent to Rs. 60/- (Rupees Sixty only) per sq. ft of the existing Clear Carpet area of their respective residential flats per month as monthly rent for transit accommodation for the first 11 (Eleven) months and thereafter pay the same with 10% increment for each term of 11 month on the existing Clear Carpet area of their respective residential flat/s per month.

(ii) The Developers shall provide the rental for the initial 11 months by issuing PDCs for the respective months at the time of vacating the premises and further PDCs of respective months thereafter in the last months of the preceding year, for each successive year with 10% enhancement to all the members. (Hereinafter referred to as "**the Allowance for Transit Accommodation**").In the eventuality that any of the rent cheques are not honoured solely due to non-availability of funds, the Developer shall pay Rs 500/- (Rs. Five Hundred Only)as penalty per instrument.

(iii) On procurement of OC in respect of society's area, the developer shall give a notice of possession to the members and the members shall take possession of their new premises within 30 days from receiving such notice of possession from the Developer. Thereafter the Developer shall stop payment of rent, after the completion of 30 days

[illegible]			
L.G. Agarwal	K.N. Naik	Jignesh	B.K. Naik
[illegible]	K.N. Naik	Jignesh	B.K. Naik
[illegible]	[illegible]	C.D. Souza	[illegible]
udayo mahto	Vyankatesh		S B Chauhan
Anisha	M.V. Kulkarni	[illegible]	[illegible]
[illegible]	Thakur	[illegible]	[illegible]
[illegible]	Thakur	[illegible]	[illegible]
Ashadha	Indira Mundhra	Nayana Jain	
	[illegible]	Shaid Mundhra	Geeta Rajman Yadav

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

THE SEAL OF THE SUB-REGISTRAR SORIVALI No. 6 MUMBAI SUBURBAN DISTRICT (MANDRA)

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from the issuance of such notice of possession issued by the Developer to the society. If any amounts payable as above are for broken periods of a calendar month, then such amounts shall be calculated and paid on pro-rata basis.

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(iv) The Developer shall pay an amount of Rs.10,000/- (Rupees Ten Thousand only) to each of the Existing Residential Members as compensation for defraying the shifting and re-shifting expenses for each term of 11 months.

(v) The Developer shall pay brokerage equivalent to 1 month rent of the respective tenue of 11months, as defined above, payable to the members at the commencement of each tenure.

(vi) The Developer shall pay Corpus amount to the Existing Members as sum of amount equivalent to Rs. 650/- (Rupees Six Hundred and Fifty only) per sq. ft of the existing clear carpet area of the respective residential flats. The aforesaid sum shall be paid to the Existing Member through the Society via cheques received &issued from the developer in the name of induvial members, in two instalments, i.e. 50% on vacating of their respective existing premises and balance 50% on possession with Occupation Certificate.

THE SEAL OF THE SUB-REGISTRAR BORIVALI MUMBAI SUBURBAN DISTRICT

[illegible]	K. M. Yale	Jignesh	B. K. Nayak
L. G. Ayanwal	K. M. Yale	Jignesh	B. K. Nayak
Bharu	[illegible]	C. D. Sovasu	[illegible]
[illegible]	Yaulkatesh		Sbchauhan
Uday Umanto	M. V. Kulkarni	[illegible]	[illegible]
Anisha	Thakern	[illegible]	[illegible]
[illegible]	Thakern	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[illegible]		
	Shalad Mundha	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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18. The Parties hereby agree that, during the course of redevelopment of the said Property/Society buildings, the present Managing Committee Members as appointed by the Society shall Endeavor to be retained in the said Committee in the successive elections, if any, until the completion of the redevelopment of the building. It is hereby expressly agreed and confirmed by and between the Parties hereto that the Existing Society Members shall communicate with the Developer only through the Managing Committee and not individually or other

19. The Society hereby declares, agrees, records, confirms, warrants and undertakes as under: -

(i) The Society is seized and possessed of and/or otherwise well and sufficiently entitled to the said Property more particularly described in the Schedule hereunder written and has a clear and marketable title thereto and, a title certificate issued in that regard is annexed hereto and marked as **Annexure – "XIV"**;

(ii) Save and except the Existing Members, no other person or party has any right, title, interest, claim or demand of any nature whatsoever in respect of the said Property and/or any part thereof;

(iii) There are no legal proceedings pending by or against the Society in respect of the said Property or any portion thereof;

(iv) The Society shall not create any encumbrances at any time hereafter nor shall they create any third party right, title or interest in any

[illegible]	K.M. Nak	Jignesh	B.K. Nakate
L.G. Agarwal	K.M. Nak	Jignesh	B.K. Nakate
Bharat	[illegible]	C.D. Sousa	[illegible]
[illegible]	Yankatesh		S.B. Chauhan
Uday C Mahto	M.V. Kulkarni	[illegible]	जसीदा
Anisha	Thakeri	[illegible]	[illegible]
[illegible]	Thakeri	[illegible]	[illegible]
Mhadha	Indira Mundra	Nayana Jain	
Mhadha	[illegible]		
	Ghazal Mandra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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manner whatsoever on the said Property or any part thereof;

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(v) The Society has not entered into any agreement or arrangement, oral or written, with regard to the redevelopment and/or sale of the said Property and/or any part thereof and/or assignment of their rights in the said Property and/or any part thereof, with any other party, except the Developers, as recorded herein;

(vi) The Society has not created any adverse right in respect of the said Property whereby they are prevented from entering into these presents with the Developer herein;

(vii) No notice from any Government, Municipal Corporation or any other public body or authority or any notice under any law including the Land Acquisition Act, the Land Requisition, the Town Planning Act, the Municipal Corporation Act or any other statute has been received or served upon the Society in respect of the said Property or any part thereof which restricts or may restrict the execution of this Agreement;

(viii) There is no injunction or any other order from any Court, Collector, Revenue Authority, Municipal Corporation for any taxation or other dues disentitling or restraining the Society from dealing with the said Property or entering into this Agreement;

(ix) There is a proper access available to the said Property from the main road and as required by the MCGM for sanction of plans for the

[signature]	K. M. Naik	Jignesh	B.K. Nayak
L. G. Agarwal	K. M. Naik	Jignesh	B.K. Nayak
[signature]	[signature]	C.D. Sousa	[signature]
[signature]	Venkatesh		SB Chauhan
Uday C Mahto	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakkar	[signature]	[signature]
[signature]	Thakkar	[signature]	[signature]
Mhadha	Indira Mondhra	Mayana Jain	
Mhadha	[signature]		
	Shaila Mondhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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THE SEAL OF THE SUB-REGISTRAR BORIVALI MUMBAI SUBURBAN DIST.

COLLECTOR BORIVALI

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development of the said Property;

(x) The said Property is not affected by any reservation under the Development Plan for the City of Mumbai or Mumbai Suburb's, which would affect development of the said Property

(xi) The Society has not granted any rights of way or easement or licenses or any other rights to any person over the said Property and that no such right has become effective by prescription or otherwise howsoever and that none of the occupiers or owners of the adjoining Property or their tenants have public use or any access to any part of the said Property for passing or repassing over the said Property;

(xii) All taxes, rates, assessments, NA taxes, duties etc. payable by the Society including arrears of any other applicable taxes in respect of the said Property have been pald up to date by the Society and will be pald by them regularly till the "date of commencement of construction" and after end of "Construction Period";

(xiii) The Society has maintained proper audited accounts;

(xiv) The Society shall, till the completion of the redevelopment of the said Property and at all times, shall be obligated to maintain its title to the said Property, clear and marketable and free from all encumbrances, claims and demands.

(xv) To sign and execute all the papers, documents and writings, as may be required by the Developer for the purpose of development of the said Property, without any delay.

[signature]	K. M. Nair	Jignesh	B. K. Nayak
L. G. Agarwal	K. M. Nair	Jignesh	B. K. Nayak
Bharna	[signature]	C. D. Soza	[signature]
[signature]	Venkatesh		S B Chauhan
Uday C Mantri	M. V. Kulkarni	[signature]	[signature]
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
Mhadha	Indira Mondhra	Mayana Jain	
Mhadha	[signature]		
	Shaid Mundha	Geeta Rajman Yadav	

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Chairman / Secretary / Treasurer

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20. The Society is aware that only on the basis of and relying on the aforesaid representations, assurances, declarations, covenants and warranties made by the Society, the Developer has agreed to undertake the redevelopment of and to redevelop the said Property in the manner as contemplated hereby, and is executing this Development Agreement. The Society hereby agrees to indemnify and keep indemnified the Developer from and against all and any damage or loss that may be caused to the Developer including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses that may be caused to or incurred, sustained or suffered by the Developer or their transferee/s / allottee/s / nominee/s by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Society being untrue and/or otherwise as a result of the Developer entering into this transaction and/or otherwise.

21. The Developer having agreed to obtain as aforesaid full and exclusive development rights in respect of the said Property, the Developer hereby agrees to be bound by and to fulfil the under mentioned obligations and responsibilities in connection with and/or relating to the said development. The "costs" shall include only such costs that

[signature]	K. M. Mak	Jignesh	B.K. Nayak
L.C. Ayamal	K. M. Mak	Jignesh	B.K. Nayak
[signature]	[signature]	C.D. Sobha	[signature]
[signature]	Vyankatesh		S B Chauhan
Uday L Mahto	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
Mahadha	Indira Mundhra	Nayana Jain	
Mahadha	[signature]		
	Shaked Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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are incurred in the natural course of construction and execution of the project as envisaged in this agreement. The entire development of the said Property shall be carried out by the Developer at the entire risk and cost of the Developer. Such "cost" shall be limited to:

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(i) Charges/fees for procurement of NOC from Upper Govind Nagar Welfare Association;

(ii) Feesof the Architects, RCC Consultants and other consultants as may be engaged by it;

(iii) Deposits for electricity connection payable to the concerned electricity provider during Construction Period;

(iv) Payment of IOD deposits and scrutiny fee to MCGM;

(v) Payment of premium to MCGM for utilizing TDR FSI on the said Property;

(vi) Payment of open area deficiency premium / fee (if any) to MCGM;

(vii) Payment of premium to MCGM for constructing additional area in lieu of area/FSI utilized in construction of staircase, lift wells, balcony and other common areas of the building to be constructed on the said Property;

(viii) Payment of premium to MCGM for utilizing any FSI including fungible FSI available under prevalent rules for the time being;

(ix) All the other charges, fees, deposits penalties or extra charges to be paid to the concerned authorities for the construction work to be carried out on the said Property including but not limited to costs, charges and/or expenses of obtaining from the State Government

[illegible]	K. M. Naik	Jignesh	B. K. Naik
L. G. Agarwal	K. M. Naik	Jignesh	B. K. Naik
Bharne	[illegible]	C D Solsa	[illegible]
[illegible]	Vyankatesh		SB Chauhan
Uday C Mahto	M.V. Kulkarni	[illegible]	जसोदा
Anisha	Thakers	[illegible]	[illegible]
[illegible]	Thakers	[illegible]	[illegible]
Bhadha	Indira Mundhra	Nayana Jain	
Bhadha	[illegible]		
	Shaad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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and/or other public bodies and/or authorities and/or officer/s, further permissions and/or an Exemption Order and/or any variations and/or amendments of the Development permission and/or amendments to the Building Plans and/or payment of deposits and/or fees, costs, charges and/or expenses that may hereafter be payable to MCGM for obtaining amendments to building plans and/or extension of the validity period thereof and/or for applying for and/or obtaining Occupation Certificate/s and/or Completion Certificate as also the fees and costs payable to the Architects, Structural Engineers, R.C.C. Specialists, Surveyors and/or other professionals who may be engaged by the Developer in connection with the development of the said Property;

(x) The Society hereby authorizes the Developer to apply and to obtain the part Occupation Certificate at any time as they may deem, fit and proper;

(xi) The bills of the various contractors appointed by them;

(xii) The payment of the bills of the suppliers of building materials; and

(xiii) Wages and all other dues of the workmen employed for carrying out of development and construction work in accordance with the provisions of all applicable labour welfare laws.

(xiv) Compensation or any other ex-gratia amounts payable to the workmen employed on the project or to third party due to any accidents, mishaps on the site for reasons whatsoever.

Girdhari	Ia. M. Naik	Jignesh	B. K. Naik
L. G. Agarwal	Ia. M. Naik	Jignesh	B. K. Naik
Bharat	[illegible]	C. D. Soliza	[illegible]
[illegible]	Ujankatesh		S B Chauhan
Uday C Mantri	M. V. Kulkarni	[illegible]	[illegible]
Anisha	Thakur	[illegible]	[illegible]
[illegible]	Thakur	[illegible]	[illegible]
Mhadha	Indira Mundhra	Mayana Jain	
Mhadha	[illegible]		
	Shekar Mandhu	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
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(xv) The Society hereby authorizes the Developer to obtain separate water and electric connections for the period of construction from the date of receipt of I.O.D. till the date of receiving Occupation Permission Completion Certificate. The Developer shall be solely liable to pay the requisite water and electricity charges in respect of the same.

(xvi) The Developer shall provide Fire Fighting System withseparate Fire Fighting storage tank and Fire hydrant facility as required by law.

22. It is hereby agreed by and between the parties hereto that all applications that are made to the MCGM and other bodies and authorities as aforesaid shall be made by the Developer as a Constituted Attorney (CA) of the Society to the end and intent that the said Land and the New Building will belong to the Society at all times subject however to the rights of the Developer to deal with the premises comprising Developer's Free Sale Area. The Society shall sign, execute and provide all papers, documents, applications, forms, etc., as shall be required by the Developer within the time as it shall stipulate, in respect of the re-development from time to time for effectively carrying out its obligations hereunder.

23. The defect liability period of construction related work will be of fiveyears from the date of completion of project. It is further clarified that the guarantee and warranty pertaining to the materials such as C.P. Fittings, Sanity wares, All Electrical Fitting

[signature]	K. M. Naik	Jignesh	B. K. Naik
L. G. Agarwal	K. M. Naik	Jignesh	B. K. Naik
[signature]	H.D. Souza	C. D. Souza	[signature]
[signature]	Yankatesh		S B Chauhan
uday c mahto	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
Mahadha	Indira Mundhra	Nayana Jain	
Mahadha	[signature]		
	Sharad Mundhra	Geeta Rajman Yadav	

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Equipment's/Wires/Switches and components, passenger lifts, parking systems, gym equipment's, hardware and fixtures, etc. to be considered and covered under and as per the Vendors'/Manufacturers' specifications/terms and conditions.

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24. The Developer shall be responsible for the quality of construction of the New Building/s. To this effect, the Developer shall ensure that there is no structural defect in the New Building/s including fire fighting system, lifts shafts, plumbing, drainage system, etc. PROVIDED that the Developer shall not be held responsible, if in the opinion of the Developer or Developer's Architect, such a defect is caused due to an act or neglect of any person other than the Developer or its agents, contractors, employees, etc. It is clarified that in the event if any unauthorized or unapproved changes are made in the flat premises comprised in the New Building/s, the Developer shall not be liable under this Clause for rectification of such defects. The Developer shall provided efect guarantee of waterproofing for the initial term of 5 years commencing from the date of possession and shall handover a defect guarantee document/certificate from waterproofing vendor/ contractor in favour of society, for the subsequent 5 years.

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L. C. Agarwal	K. M. Mak	Jignesh	B. K. Nayak
Bharag	[illegible]	C. D. Sousa	[illegible]
[illegible]	Vyankatesh		S B Chauhan
uday c mahto	M.V. Kulkarni	[illegible]	जसीदा
Anisha	Thakery	[illegible]	[illegible]
[illegible]	Thakery	[illegible]	[illegible]
Mhadha	Indira Mundhra	Mayana Jain	
Dinadha	[illegible]		
	Pleasant Mundhra	Geeda Rajman Yadav	

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25. The Developer shall also ensure that there are no manufacturing defects in installation such as lifts, hydraulic stack parking system, fire fighting system, CCTV, water pumps, etc. and the same are fully functional/operational without such manufacturing defects on the date of receipt of possession and to also ensure that standard warranties if any from manufacturers or suppliers have been availed on such installations. The Developer shall provide the requisite details of the Customer Service numbers of the concerning vendor, supplier or manufacturers to the Society and in the event any such manufacturing defect/s in the said installations occurs, the members shall bring the same to the notice of the Society within the said standard warranty period/s as may be applicable and then the Society shall be responsible to have the said defect/s rectified from manufacturer, supplier, service agency, etc as the case may be. It is clarified that the Society at its own cost shall be responsible for regular upkeep, repairs, servicing, obtaining and/or renewing maintenance contracts, replacement of consumables, etc. in respect of the above installations from the date of receipt of Occupation Certificate in respect of Society's Area and/or since the date of possession, whichever is earlier and that the Developer shall not be held responsible for rectifying any defects that may arise as a result of

[signature]	K. M. Naik	Jignesh	B. K. Nayak
L. G. Agarwal	K. M. Naik	Jignesh	B. K. Nayak
Bharat	[signature]	C. W. Souza	[signature]
[signature]	Vyankatesh		S B Chauhan
Uday C Mahto	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
Rhadha	[signature]		
	Shaad Mandha	Geeta Rajman Yadav	

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Chairman / Secretary / Treasurer

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the Society's failure to do so and/or as a result of regular wear and tear.

26. It is also hereby expressly agreed by and between the parties hereto as under :-

(i) The Developer shall be entitled to utilize the entire Floor Space Index (FSI) of the said Property as available in accordance with the provisions of Development Control and Promotion Regulations for Greater Mumbai, 2034 ("DCPR 2034") or any amendments to the same from time to time till the grant of OC for the entire New Building on the basis of the physical area of the said Property;

(ii) The Developer shall be entitled to utilize FSI of other properties by way of Transfer of Development Rights (TDR)on the said Property to the extent permissible under the provisions of the DCPR 2034 or any amendments to the same from time to time till the end of Construction Period.

(iii) The Developer shall purchase the T.D.R to be loaded for development of the said Property, in the name of the Society.

(iv) The Developer shall be entitled to use Fungible FSI on the said property as per DCPR 2034 or any amendments to the same from time to time till grant of OC for the entire New Building;

(v) The Developer shall be entitled to use/utilise any Incentive FSI on the said property as per DCPR 2034 including the Incentive FSI u/r 33(7)(B) i.e.: - (10 Sq.mt per existing tenement) as per DCPR 2034,or a

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amendments to the same from time to time till the grant of OC for the entire New Building;

(vi) The Developer shall be entitled to obtain FSI, TOD, i.e. Land proponent FSI, additional FSI, TDR, entire approvable fungible FSI;

(vii) In case of increase of FSI potential due to change in applicable laws, statutory policy, rules, regulations, etc., before issuance of the First Commencement Certificate, the incidence of such increase shall be shared on pro rata basis as the existing share of society and developer of the existing potential FSI between the Society and Developer. However, till the issuance of the First Commencement Certificate, in the event the FSI potential is reduced by virtue of change in applicable laws, statutory policy, acquisition of land by the authorities, etc., the Developer shall be entitled to renegotiate the terms of development with the Society on mutually acceptable terms.With respect to the flats to be allotted to the members, the Developer shall be entitled to amend the plans of the New Building from time to time, with the consent of the society,provided that such amendments shall not adversely affect the Clear Carpet area and facilities agreed to be provided to the Existing Members hereunder. However, it is agreed that the developer shall be entitled to amend the plans with respect to the free sale component/flats and Developer's area, without any approval, consent and/or interference of the society, however, the same shall be duly intimated to the Society, upon approval thereof by the Authority.

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(viii) The Developer shall also at its entire risk and cost be entitled to construct such additional areas on the said property as may be permissible under the rules and regulations of MCGM and any other concerned authorities and/or the D.C. Regulations in lieu of the area comprised, staircase, landings, lift wells and machine rooms, common passage/s and lobby/s, podium/s, terrace/s, mechanized parking systems, and other common areas of the buildings to be constructed on the said Property;

(ix) It is agreed that all costs, charges, and expenses in relation to demolition of the said Existing Building shall be borne and paid by the Developer. The salvages and all materials of the said Existing Buildings will belong to and will be considered as an entitlement/property of the Developer. The Developer shall be responsible for disposal thereof and, shall bear and pay all costs for the purpose and shall be at liberty to appropriate any amount/s that may be recoverable from the disposal thereof.

27. The Developer shall ensure, in its capacity as Promoter, that the development of the said Property as contemplated herein, is registered with the authorities established under Real Estate (Regulation and Development) Act, 2016 (**"RERA"**) as a Real Estate Project (**"the said Project"**). The Society as Land Owners will also be registered as a Co-Promoter with respect to the said Project under the provisions of the RERA or any statutory modification or amendment or re-enactment thereof in respect of the said Project registered under RERA and for

[signature]	K. M. Naik	Jignesh	B.K.Nayak
L.C. Ayanwal	K. M. Naik	Jignesh	B.K.Nayak
[signature]	[signature]	C.D.SOUZA	[signature]
[signature]	Lyankatesh		S.B.Chauhan
Uday C Mantra	M.V.Kulkarni	[signature]	जसोदा
Anisha	Thakery	[signature]	[signature]
[signature]	Thakery	[signature]	[signature]
[signature]	Indira Mundra	Nayana Jain	
[signature]	[signature]		
	Ghosal Mundra	Geeta Rajman Yadav	

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which this Agreement is executed and registered. The Society will also sign the necessary deeds, documents and writings required for registration of the project as required under RERA and applicable rules or regulations. Save and except obligations towards title of the entire said Property, the 'Promoter's obligations' defined under RERA and Rules made there under shall be binding on the Developer only. Each Party shall carry out its obligations and duties under this Agreement in accordance with RERA and the rules and regulations applicable there under. All the costs, charges and expenses incurred for the Developer becoming the Promoter under RERA in respect of the said Project shall be borne by the Developer solely.

28. The Developer shall appoint his Architect (**"the Developer's Architect"**) and the Developer alone shall be responsible and liable to pay the fees of the Architect and the Developer undertakes and assure the Society that the Architect so appointed by them shall not look to the Society or its Members for his fees and other dues. The Developer shall be at liberty to enter into contracts with Architects, Engineers, Suppliers, Contractors, Laborers and all other Parties solely for the development of the said Property on principal-to-principal basis.

29. The Developer's Architect will certify that construction work as required to be carried out on the said Property has been carried out from time to time as per the Plans sanctioned by the concerned

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L. G. Ayanwal	K. M. Naik	Jignesh	B. K. Nayak
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Yankatesh		SBchauhan
Uday L Mahto	M.V. Kulkarni	[illegible]	जसोदा
Anisha	Thakarn	[illegible]	[illegible]
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Mhadha	Indira Mondhra	Nayana Jain	
Mhadha	[illegible]		
	Shivaji Mondhra	Geeta Rajman Yadav	

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authorities and that standard quality materials have been used in the construction of the New Building and that the amenities provided in the New Flat/s are in order as per the list of amenities (Annexure-XII hereto).

30. All the Agreements and Documents pertaining to Redevelopment, including but not limited to Development Agreement, Permanent Alternate Accommodation Agreement, Consent Affidavits, shall be executed on Clear carpet area as mentioned in the Allotment list enclosed with the Minutes of Special General Body Meeting dated 1st June, 2022, annexed hereto and marked as **Annexure-"XV"**. Accordingly, Clear Carpet Area of Existing Flat/s and Entitlement in respect of each Existing member has already been recorded in the above-mentioned Annexure. Therefore, on completion of construction, Developer's Architect shall certify Clear Carpet Areas of New Flat/s. Notwithstanding the same, the members who have surrendered their entitled flat, as reflected in the Allotment list enclosed with the Minutes of Special General Body Meeting dated 1st June, 2022, for availing flat/s with a bigger area from the free sale component of the Developer, the carpet area calculation there for shall be effected as mentioned in the approved plans issued by MCGM. Furthermore, the member who have exercised the option of surrendering their entitled flat to avail more than one unit/flat, they shall be entitled to only a

[illegible]	K. M. Nair	Jignesh	B. K. Nayak
L. G. Ayanwal	K. M. Nair	Jignesh	B. K. Nayak
Bharna	[illegible]	C. D. Sowa	[illegible]
[illegible]	Vyankatesh		S B Chauhan
Uday C Mahto	M. V. Kulkarni	[illegible]	जसीदा
Anisha	Thakore	[illegible]	[illegible]
[illegible]	Thakore	[illegible]	[illegible]
Mhadha	Indira Mundura	Nayema Jain	
Mhadha	[illegible]		
	Shaved Mondhra	Geeta Rajman Yadav	

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single car parking space against the total number of flats/units held by them in the present project.

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31. The Society has simultaneously with the execution of this Development Agreement, executed in favour of the Developer and handed over to the Developer an Irrevocable Power of Attorney authorising the Developer to do all acts, deeds, matters and things in respect of the said Property for the purpose of redevelopment thereof as envisaged herein ("the Power of Attorney") including inter alia for the following purposes:

(i) To deal with all the concerned governmental and/or municipal and/or other authorities, MCGM, utilities providers such as Adani Electricity, Mahanagar Gas Nigam, BSNL, MTNL, Internet/Cable TV Providers etc., including for sanction of plans and for full, free and uninterrupted development of the said Property;

(ii) To demolish the Existing Building and other structures standing on the said Land. The Salvages of the said demolition will be the property of the Developer;

(iii) To carry out uninterrupted redevelopment and construction activities on the said Property, in terms of this Agreement;

(iv) To exclusively market and sell on ownership basis or otherwise create third party rights in respect of the premises comprising the Free Sale Area to be constructed on the said Property, on its own account and

[signature]	K. M. Nair	Jignesh	B. K. Nayak
L. G. Agarwal	K. M. Nair	Jignesh	B. K. Nayak
Bharma	[signature]	C A SOUDA	[signature]
[signature]	Venkatesh		SB Chauhan
uday c manto	M.V. Kulkarni	[signature]	[signature]
A. Anisha	Thakorn	[signature]	[signature]
[signature]	Thakorn	[signature]	[signature]
[signature]	Indira Mundhra	Nayeena Jain	
[signature]	[signature]		
	Shoeed Mundra	Geeta Rajman Yadav	

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for its own benefit;

(v) To execute Agreements for sale or transfer/sale deeds in respect of the Free Sale Area and/or any other documents to fully and effectually create third party rights in respect of the said Free Sale Area.

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32. The Stamp Duty and Registration Fees payable on Permanent Alternate Accommodation Agreements shall be paid and borne by the Developer to the extent of respective existing member's Entitlement only, subject to the concerned member co-operating and making himself available for execution of this Development Agreement. The Developer shall not be liable to bear the Stamp Duty or the Registration Fees on Permanent Alternate Accommodation Agreements qua the member, who does not make himself available at the registration office for execution of this Development Agreement. How ever,the Stamp Duty and Registration Fees payable for the extra area purchased by any of the members is to be borne by the concerned member.

33. Before submission of drawings and/or plans for sanction of Concession/IOD to authorities, Developer shall furnish a set of tentative plans to the Society for the purpose of confirming that the

Girdhari	K. N. Nath	Jignesh	B. K. Nayak
L. G. Agarwal	K. N. Nath	Jignesh	B. K. Nayak
Bhanu	[illegible]	C. D. Solanki	[illegible]
[illegible]	Vyankatesh		S Bchunhun
uday c manto	M.V. Kulkarni	[illegible]	[illegible]
Anisha	Thakur	[illegible]	[illegible]
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Bhadha	Indira Mundra	Nayana Jain	
Bhadha	[illegible]		
	Ghosal Mandhra	Geeta Rajman Yadav	

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Member's Entitlement area is as per the provisions of this Agreement. The Managing Committee and the Project Management Consultant of the Society shall confirm the same to the Developer, in writing, without any delay, and in any event within 7 days of receipt of the aforesaid tentative plans/drawings.

34. The Developer shall provide to the Existing Member amenities as per the details set out herein. In case, if any Existing Member requires any additional amenities in their respective flat, he/she may request the Developer about the same and the Developer, at its discretion, may provide the amenities entirely at the cost of such Member, subject to availability of material and requisite approvals/sanctions from the concerned authorities, as may be required.

35. It is agreed between the parties hereto that the Developer's Architect shall issue certification of Carpet Areas of the New Flats, which shall be checked and verified by the Society and PMC and thereafter no objections shall be raised by the Society/ Existing Member/s in that regard.

36. The Society agrees and undertakes and shall ensure that the Existing Member(s) do not to create any obstruction and/or interference of any nature whatsoever during the course of development of the said Property and shall indemnify the Developer in respect of the same. It

	K.M.Naik	Jignesh	B.K.Naik
L.G.Agarwal	K.M.Naik	Jignesh	B.K.Naik
		E.D.Soda	
	Venkatesh		SBChauhan
	M.V.Kulkarni		
Anisha	Thakur		
	Indira Mundhra	Nayana Jain	
	Sharad Mundhra		
		Geeta Laxman Yadav	

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is also agreed by and between the parties that if in case any member create hurdles of any kind in process of redevelopment then the Developer shall bear all the legal expenses and the society shall fully cooperate with the developer. It is also agreed between the parties that the cost and expenses so incurred by the Developer, shall be solely recoverable from the benefits to be received by the concerned obstructing member.

37. The name of the New Building to be constructed on the said Property and the name of the Society shall be continue to remain the same i.e., **"ASHIYANA APARTMENT" CHSL.**

38. That the Developer shall be liable to pay the necessary consideration and charges in relation to the membership of Upper Govind Nagar Welfare Association and Development charges, incidental and consequential pertaining to the construction & redevelopment process of the said plot/society buildings only.

39. That the Developer shall as far as practicable, apply to the MCGM for grant and sanction of the requisite quantity of water supply to serve the members of the new building, however, in case of non-availability of MCGM Water connection/network, the Developer shall avail water connection from Upper Govind Nagar Welfare Association.

Girdhari	K. M. Naik	Jignesh	B. K. Nayak
L. G. Ayamul	K. M. Naik	Jignesh	B. K. Nayak
Bharma	[illegible]	C D Sousa	[illegible]
[illegible]	Venkatesh		S B Chauhan
Uday Chanta	M. V. Kulkarni	[illegible]	[illegible]
Anisha	Thakorn	[illegible]	[illegible]
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Mhadha	Indira Mundhra	Nayana Jain	
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	Ghasad Mundhra	Geeta Rajman Yadav	

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40. The Developer shall construct the New Building on the said Property as per the sanctioned plans and shall complete the work of construction within the specified time mentioned hereinabove and handover possession of the said New Flats to the Existing Members along with the amenities as set out hereinabove. Upon issuance of Occupancy Certificate for the Society's Area, the Developer shall give to each of the Existing Members the "Possession Notice" in writing and also a "Possession Notice" in writing to the society to take handover/ charge of the society, calling upon them to clear any payable to the Developer if any, and take over possession of the New said Flat/s and the society within a period of 30 days from the date of such notice, failing which, the parties hereto agree that upon expiry of the said 30th day, the respective members shall be deemed to have taken possession in compliance of Developer's notice. From the date of issuance of said Occupancy Certificate for the Society's Area, including available amenities, the Society/ Existing Member/s will be bound and liable to pay the monthly outgoings and other charges such as property taxes, assessment, maintenance charges, utility charges and all other outgoings, etc., irrespective of whether they have actually occupied their respective flats or not and the Developer

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L. G. Agarwal	K. M. Mak	Jignesh	B. K. Nayak
Bharma	[illegible]	[illegible]	[illegible]
[illegible]	Nyankatesh		SB Chauhan
udaye mahto	M.V. Kulkarni	[illegible]	जसोदा
Anisha	Thakur	[illegible]	[illegible]
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Mhadha	Indira Mudhra	Nayana Jain	
Mhadha	[illegible]		
	[illegible]	Geeta Raman Yadav	

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shall not be responsible for payment of the same.

41. The tolerance limit shall be considered as 2% +/- for the purpose of measuring clear carpet area of Existing Members' Entitlement as per this Agreement. The clear carpet area shall be measured from block work to block work.

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42. Not with standing any thing contained anywhere in this Development Agreement, the Parties hereby agree that the Developer shall be entitled to raise financial assistance from the banks/financial institutions or any other financial source for the purpose of financing development of the said Property and for this purpose may have to offer the security of the Developer's Free Sale Area constructed and/or to be constructed upon the said Property including all the amenities, benefits and rights appurtenant or attached thereto (hereinafter referred to as "the Developer's Mortgage Area"). However, the Developer shall be at liberty to offer said security of Developer's Free Sale Area. The Society hereby grants its irrevocable consent to the Developer to raise finance against security of the Developer's Mortgage Area and shall, by the Power of Attorney, *inter alia*, authorize the Developer and its nominees to do such acts and execute such documents as may be required for the aforesaid purpose. Provided however that responsibility of repayment of the dues to the

[illegible]	K. M. Naik	Jignesh	B.K.Naik
L.C. Ayarwal	K. M. Naik	Jignesh	B.K.Naik
[illegible]	[illegible]	C.D.Souza	[illegible]
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uday c manto	M.V.Kulkarni	[illegible]	जसीदा
Anisha	Thakem	[illegible]	[illegible]
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Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[illegible]		
	Shaud Mundhra	Geeta Rajman Yadav	

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banks/financial institutions shall be that of the Developer alone. The Society hereby confirms, warrants and acknowledges that the Developer shall in its own rights, be entitled to sell and/or allot and/or let and/or deal with the premises and/or rights in the premises forming part of the Developer's Free Sale Area in the New Building at such price and on such terms and conditions and provisions as the Developer may think fit and the Developer shall be entitled to appropriate the entire consideration that may be received by the Developer in consideration of such sale/transfer of Free sale area. All such allotments shall, however, be made by the Developer at its own costs and account and at its risk and all Agreements shall be principal-to-principal basis between the Developer and such purchasing party or parties, the intention being that the Developer shall alone be liable and responsible to such purchasing party or parties in connection with all dealings between the Developer and such purchasing party or parties. However, the Society shall, at the request of the Developer, execute such necessary documents in favour of such party or parties as may be required from time to time to facilitate the process of their purchase including but not limited to issuing requisite No Objection Certificate/s for such purchasing party or parties raising financial assistance for their purchase and the Society shall admit such party or parties as members of the Society.

[illegible]	K. M. Nair	Jignesh	B. K. Nayak
L. R. Ayanwal	K. M. Nair	Jignesh	B. K. Nayak
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[illegible]	Vyankatesh		SB Chauhan
udaye mantu	M. V. Kulkarni	[illegible]	[illegible]
Anisha	Thakam	[illegible]	[illegible]
[illegible]	Thakam	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayana Jain	
Pradha	[illegible]		
	Ghosal Mandh	Geeta Rajman Yadav	

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43. Till such time as the Existing Members are put in possession of their New Flats in the New Building, the Existing Members shall not, sell, transfer or assign their right, title and interest in the respective flats under their occupation in the existing building or the New Flats to be allotted to them in the New Building without the prior written consent of the Developer and the Society. In the event any Existing Member during the subsistence of this Agreement, transfers by sale, gift, exchange, lease or otherwise his/her flat to any third party, then the transfer shall be subject to the terms of this Agreement and the new transferee shall abide by this Agreement and shall sign, execute and register a Deed of Confirmation and such other writings to be executed in favour of the Developer as may be required by the Developer and/or its Advocates & Solicitors, to the satisfaction of the Developer before completing the transaction. The Society further undertakes not to transfer such premises in its records unless the new transferee executes and registers the Deed of Confirmation with the Developer and furnishes a copy of the Agreement to Sell or Sale Deed or such other writing as has been executed, to the Society. The new transferee shall be bound by the same terms as it is with the Existing Members. In the event any Member, during the subsistence of this Agreement, transfers his/her respective Flat to the Developer or arrives at any independent settlement with the Developer with respect to his / her Flat in any manner whatsoever, then such Flat,

[signature]	K.M. Naik	Jignesh	B.K. Nayak
L.G. Ayanwal	K.M. Naik	Jignesh	B.K. Nayak
Bharma	[signature]	C.D. Souza	[signature]
[signature]	Vyankatesh		S.B. [signature]
uday c manto	M.V. Kulkarni	[signature]	जसीदा
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[signature]		
	Ghosad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

[signature] 56.. [signature]

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२०२३

the car parking space in respect thereof and all benefits and entitlements attached to such Flat whether existing or entitled to under this Agreement, shall, without any further act, or deed to be executed or observed on the part of such Member and/or the Developer hereto, be deemed to form part of the Developer's Free Sale Area which the Developer shall be entitled to deal with in the manner it deems fit. It is hereby further clarified that in such an event, the respective Member shall not be entitled to any benefits available to the Existing Members under this Agreement including the Allowance for Transit Accommodation and/or new flat in redeveloped building.

44. The Developer shall be entitled to put up advertisement boards upon the said Property for sale of premises/flat/area forming part of the Developer's Free Sale Area.

45. The Developer will carry out all its statutory obligations in respect of the Developer's Free Sale Area including but not limited to obligations under the provisions of Maharashtra Co-operative Society Act, 1960 (As Amended) if any, Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made there under, Real Estate (Regulation and Development) Act, 2016 and the Rules made thereunder and as contemplated hereunder.

[illegible]	K. N. Nare	Jignesh	B.K. Nayak
L. G. Ayanwal	K. M. Nare	Jignesh	B.K. Nayak
Bharat	[illegible]	[illegible]	[illegible]
[illegible]	Vyankatesh		S.B. Chauhan
Udayamanto	M.V. Kulkarni	[illegible]	[illegible]
Anisha	Thakore	[illegible]	[illegible]
[illegible]	Thakore	[illegible]	[illegible]
[illegible]	Indira Mundhra	Nayana Jain	
Dhadha	[illegible]		
	Shoed Mundhra	Geeta Ramana Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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46. The Developer shall inform the Society, the names of purchasers/transferees/nominees/ allottees /acquirers of the flats forming part or portion of the Developer's Free Sale Area. The Society shall and hereby irrevocably agrees to induct such transferees/nominees of the Developer as member/s of the Society within 3 months from the date of receipt of above information, without charging any transfer fees or transfer charges or any other amounts (by whatever name called) save and except a fixed sum of Rs.25,000/- (Rupees Twenty Five Thousand only) towards the Admission fee, which sum shall be borne and paid by the Developer, upon sale, transfer, nomination or allotment with respect to free sale flat, as the case may be. Such transferees/nominees/allottees /acquirers shall abide by the Bye-Laws adopted by the Society. Upon them being admitted as members, the Society shall recover from said purchasers/acquirers of Developer's Free Sale Area, monthly maintenance and all other charges, including share capital of Rs.500/- and entrance fee of Rs.100/- at par with Existing Members and such transferee/nominee of the Developer shall be treated by the Society at par with the Existing Members and shall not be discriminated against for any reason whatsoever and howsoever arising by the Society.

47. The Developer is entitled to investigate title of the Society and the Existing Members to the said Property and the flats therein and for

G. Roun	K. M. Nale	Jignesh	B. K. Nayak
L. G. Ayanwal	K. M. Nale	Jignesh	B. K. Nayak
Bharma	[illegible]	E. D. Sulba	[illegible]
[illegible]	Vyankatesh		S. Bhavnhun
Uday C Mahto	M. V. Kulkarni	[illegible]	[illegible]
Anisha	Thakur	[illegible]	[illegible]
[illegible]	Thakur	[illegible]	[illegible]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[illegible]		
	Shaled Mundhra	Geeta Rajman Yadav	

Asmiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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that purpose issue public notice in newspapers at its own cost. The Society and the Existing Members shall remove all defects and settle any claim received by the Developer in respect thereof at their entire cost and expenses within 07 days of the Developer intimating them in respect thereof.

48. The Society agrees and undertakes that the Society and/or the Existing Member/s shall not during the subsistence of this Agreement enter into any kind of commitment in respect of the said Property or any part thereof with any third party.

49. The Developer shall be entitled to raise financial assistance from the banks/financial institutions or any other financial source for the purpose of financing development of the said Property and for this purpose may have to offer the security of the Developer's Free Sale Area but without creating any rights in respect of the Society's Area under the terms of this Agreement. The Society shall give to the Developer all necessary co-operation during the time of offering security of the Developer's Free Sale Area to banks/financial institutions and shall provide such No Objection and other certificates, etc., if required by the Developer and/or the Developer's lenders provided that the Society shall not be treated or termed to be a Borrower or Co-Borrower and the responsibility of repayment of the dues to the banks/financial institutions or any other financial source

[signature]	K. M. Nair	Jignesh	B. K. Nayak
L. G. Agarwal	K. M. Nair	Jignesh	B. K. Nayak
[signature]	[signature]	Co Sousa	[signature]
[signature]	Ujankatesh		S Behuruhun
uday c mantoM.V. Kulkarni		[signature]	[signature]
Anisha	Thaven	[signature]	[signature]
[signature]	Thaken	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
[signature]	[signature]		
	Shaad Modha	Geeta Rajman Yadav	

Aashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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shall be that of the Developer alone. The Society agrees and declares that this Clause shall at all times operate as irrevocable with no objection of the Society in that behalf.

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50. In the event, if any unit/s comprised in the Developer's Free Sale Area remain unsold by the Developer at the time of completion of construction of the New Building/s then and in such an event at the option of the Developer, the Society shall induct the Developer as a member of the Society in respect of such unsold unit/s, with no restrictions on transferability and without charging any transfer fees or transfer charges or any other amounts (by whatever name called) for any further transfers by the Developer, notwithstanding any provisions to the contrary in the by-laws of the Society. The Developer shall have an unrestricted right to sell and transfer such unsold units to any prospective purchasers even after obtaining OC. The Developer shall be liable to pay the Society outgoings including maintenance charges and other charges in the event of the Developer retaining any premises/units out of the Developer's Free Sale Area, for the Developer's personal use. However, the Developer shall not be liable to pay the Society any outgoings including maintenance charges/Municipal Taxes etc. and other charges in respect of the said unsold units/flats, if the same are lying in an unused state.

[signature]	K. M. Naik	Jignesh	B.K. Naik
L. G. Agarwal	K. M. Naik	Jignesh	B.K. Naik
[signature]	[signature]	C. D. Sousa	[signature]
[signature]	Vyankatesh		SB Chauhan
Uday C Mantro	M.V. Kulkarni	[signature]	[signature]
Anisha	Thakem	[signature]	[signature]
[signature]	Thakem	[signature]	[signature]
Mhadha	Indira Mundhra	Nayana Jain	
Mhadha	[signature]		
	Shalad Mhadha	Geeta Rohman Yadav	

Aashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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51. The Developer is entitled to issue no objection/permission (NOC) on its own behalf and also on behalf of the Society, in confirmation of the Society having no objection to purchasers/acquirers of units comprised of Developer's Free Sale Area as well as Existing Member/s of the Society desirous of purchasing flats larger than their Entitlement, for availing loans/financial assistance from various banks and/or financial institutions by offering security of flats allotted to them. However, the Developer shall submit to the Society names of persons to whom such NOCs have been issued by the Developer with a copy of such NOC. Notwithstanding anything stated in this clause both parties agree that there shall be no privity of contract between the Society and such purchasers/acquirers or such financial institutions and such purchasers/acquirers shall be solely responsible to repay such loan/s and financial institutions shall have no claim whatsoever against the Society. The rights of recovery of such lending bank/s and/or financial institutions shall remain limited to the unit/s offered as security by concerned borrowers.

52. Before the Developer issues the said Vacation Notice, the Developer shall furnish to the Society true copies of the approved plans along with IOD. After the Existing Members vacate their respective flats if any amendments are required to be made to the plans pertaining to

[signature]	K. M. Naik	Jignesh	B. K. Nayak
L. C. Ayanwal	K. M. Naik	Jignesh	B. K. Nayak
Bharma	H D Souza	C D Souza	[signature]
[signature]	Vyantatedh		S B Chauhan
Uday C Mahto	M. V. Kulkarni	[signature]	जसोदा
Anisha	Thakem	[signature]	[signature]
[signature]	Thakem	[signature]	[signature]
Mhadha	Indira Mundhra	Neyana Jain	
Mhadha	[signature]		
	Shaad Mundhra	Geeta Rajnath Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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the New Flats of the Existing Members in the proposed new building, the Developer shall be entitled to do so with the prior approval of the Society, provided the amendments do not alter or change the location and the clear carpet area of the Existing Members' new flats and/or reduce the area. However, it is agreed that the developer shall be entitled to amend the plans with respect to the free sale component/flats and Developer's area, without any approval, consent and/or interference of the society, however, the same shall be duly intimated to the Society, upon approval thereof by the Authority.

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Save as provided herein, the stamp duty and registration charges and all other out of pocket expenses of and incidental to this Development Agreement, Power of Attorney, Consent Affidavits and other documents and writings in favour of the Developer, shall be borne and paid by the Developer alone. However, the stamp duty and registration expenses with respect to the additional area/Extra Area purchased by the Existing Members from the Developer, if any, as contemplated hereinabove shall be borne and paid by the respective Existing Members alone. Each party shall bear and pay the professional costs of its legal advisor.

54. The Developer shall not be responsible to pay to the Society the municipal taxes and/or maintenance charges in respect of any

Girdhari	K. M. Nair	Jignesh	B. K. Vasant
L. C. Agarwal	K. M. Nair	Jignesh	B. K. Vasant
Bharma	[illegible]	C. D. Soloza	[illegible]
[illegible]	Vyankatesh		S B Chauhan
Uday Chandra	M. V. Kulkarni	[illegible]	[illegible]
Anisha	Thakur	[illegible]	[illegible]
[illegible]	Thakur	[illegible]	[illegible]
Mahadha	Indira Mundhra	Nayema Jain	
Mahadha	[illegible]		
	Shased Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
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unsold Developer's Free Sale Area until such premises are transferred to any acquirer, new purchasers or Developer himself.

55. In the event of either Party failing to comply with their respective obligations herein contained (hereinafter referred to as "the Defaulting Party"), the other Party (hereinafter referred to as "the Aggrieved Party") shall, without prejudice to any other right or remedy against the Defaulting Party, be entitled to insist upon specific performance of this Agreement and claim all costs and expenses in respect thereof from the Defaulting Party.

56. Each Party shall be responsible / liable for their respective individual commercial dealings or income tax, sales tax, GST and any other liabilities of direct and/or indirect taxes.

57. No waiver by a Party of any breach of any provision of this Agreement or of a failure or failures by the other Party to perform any provision of this Agreement shall be construed or shall operate as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of such provision or as a waiver in respect of any other or further failure whether of a like or different character.

58. The Developer shall utilize all standard material for the purpose of construction and shall be responsible for any consequences for

[illegible]	[illegible]	Jignesh	B.K.Nagate
L.G. Ayanwal	[illegible]	Jignesh	B.K.Nagate
Bharat	[illegible]	C.D.S.O [illegible]	[illegible]
[illegible]	Vyankatesh		S.B.Chauhan
Uday C Mantra	M.V.Kulkarni	[illegible]	[illegible]
Anisha	Thakur	[illegible]	[illegible]
[illegible]	Thakur	[illegible]	[illegible]
[illegible]	Indira Mundhra	Nayana Jain	
[illegible]	[illegible]		
	[illegible]	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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violation or breach of any permission granted by the Authority and throughout the Construction Period shall keep the Society and members indemnified irrespective of the fact that the permissions are issued in the name of the Society as the owner, and obligation to verify all the terms and conditions is upon the Developer. However, if existing members and/or Society wish to carry out any works such as interior decor, fit outs, installation of furniture, or other modification within the concerned member's Unit/s or Society Area, then the concerned member and/or Society shall first obtain and seek a written fit-out possession letter in that behalf from the Developer and that the concerned member and/or Society shall be responsible for quality of material used for such works and for complete adherence to all prevalent rules, regulations, laws, etc. and further that if any permissions required for such works then such permissions shall be obtained by concerned member/s and/or Society at their own cost and efforts and further that the Society and/or concerned member/s shall indemnify the Developer from any violation or breach of such permissions. The member/s and/or Society undertakes that they whilst taking fit-out possession/possession with full occupation certificate, shall not alter, change, damage or modify the structure of the newly constructed building.

L.G. Agarwal			
Agrisha			

Ashiana Apartment Coop. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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59. The Developer shall hand over all documents, such as sanctioned plan, IOD, C.C., TDR purchase agreement, O.C. with one full set of O.C. plans, R.C.C. drawings and sketches of concealed services such as wiring, plumbing, drainage system, etc. to the Society for their record after (a) the Developer is able to list the project as completed under RERA, (b) all existing members as well as all acquirers of the Developer's Free Sale Area have cleared all dues and taken over possession of their respective New Unit/s, (c) the Society has taken over possession of the entire Society's Area and (d) the Society has the Developer discharge from obligations under this Agreement save and except liability of defects in constructions in accordance with provisions of RERA.

The Confirming Party are present existing members of the society and they have already consented for the redevelopment of the society and also approved the draft of this agreement in the meeting held on 25-01-2023 and they hereby confirm the terms and conditions of this agreement as Confirming Party and they are entitled to Permanent Alternate accommodation in lieu of their respective flats and the Tri-partie agreement (PAAA) will be executed after the execution of this Development Agreement.

[illegible]	K. M. Nair	Jignesh	B. K. Nayak
L. G. Ayanwal	K. M. Nair	Jignesh	B. K. Nayak
Bharne	[illegible]	E. D. Sousa	[illegible]
[illegible]	Nyankatesh		S B Chauhan
Udaya C Mantri	M. V. Kulkarni	[illegible]	[illegible]
Anisha	Thakur	[illegible]	[illegible]
[illegible]	Thakur	[illegible]	[illegible]
[illegible]	Indira Mundhra	Nayana Jain	
Rohadha	[illegible]		
	[illegible]	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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1. All disputes, differences, claims and questions whatsoever which may arise between the parties hereto in any manner touching or relating to or arising out of these presents shall be referred to arbitration of a sole arbitrator to be mutually appointed by the Society and the Developer. Such arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitration proceedings shall be held in Mumbai in English language and the competent Courts in Mumbai shall alone have jurisdiction in all matters arising hereunder.

2. The Parties hereto acknowledge, declare and confirm that this Agreement has been entered into after due negotiations, discussions and after each party obtaining independent legal advice and that this Agreement represents the entire Agreement between them regarding the subject matter hereof and supersedes all previous writings/arrangements/undertakings, if any, between the Parties hereto or any of their predecessors and any alterations, additions, modifications or deletion hereto shall not be valid and binding unless the same are reduced to writing and signed by both the Parties. This Agreement can be modified only by a writing duly executed and

[signature]	K. M. Naik	Jignesh	B. K. Naik
L. G. Agarwal	K. M. Naik	Jignesh	B. K. Naik
[signature]	[signature]	E. D. Sousa	[signature]
[signature]	Vyankatesh		S B Chauhan
Uday C Manto	M. V. Kulkarni	[signature]	[signature]
Anisha	Thukam	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
[signature]	[signature]		
	Sharad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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registered (if required by law) by the Parties hereto.

63. The original of this Agreement, duly executed and registered, shall remain at all times with the Developer and a photocopy duly notarized as true copy of the same will be handed over for the records of the Society.

64. Any notice intended to be given to the Parties hereto by each other shall be deemed to be properly and validly given if it is delivered to or sent by registered post or hand delivery, to the respective address of the parties here in below mentioned and also vide email at the email address provided here in below: -

1. Chairman of the Society - **Mr. GIRDHARI F. AGARWAL**
2. Secretary of the Society - **Mr. MUKESH A. CHADHA**
3. Treasurer of the Society – **Mr.CHANDRAKANT D. JAIN**

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BANDRA)

Official Email of Society for correspondenee with

Developer & PMC - ashiyanaaptmaladeast@gmail.com

Address: - Society Office, of Ashiyana Apartment Chsl, on Plot bearing Plot No- 39,of Survey No. 47 (Part),CTS no-97A/27, Upper Govind Nagar, Malad E. Mumbai-400097.

In case of notices to the Developer

1. Mr. Saleem S. Shaikh (Partner of M/s Pearl Infra)

Girdhari	K. M. Nale	Jignesh	B. K. Nasuta
L. G. Agarwal	K. M. Nale	Jignesh	B. K. Nasuta
Bharma	[illegible]	E. D. Souza	[illegible]
[illegible]	Nyankatesh		SBchouhan
Uday C Mahto	M. V. Kulkarni	[illegible]	जसोदा
Anisha	Thakur	[illegible]	[illegible]
[illegible]	Thakur	[illegible]	[illegible]
Mhadha	Indira Mundhra	Neyana Jain	
Mhadha	[illegible]		
	Gosad Mondhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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2. Mr. Sameer S. Lad (Partner of M/s Pearl Infra)

बोरली - ६/ Address: F-48, Profit Centre, 90 ft. rd., Mahavir Nagar,

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Kandivali (W), Mumbai 400 067

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Official Email of M/s Pearl Infra for correspondence with Society & PMC – pearlinfra23@gmail.com

In case of notices to the PMC M/s Taska Consultancy.

1. Mr. Ravindra Joshi

2. Mr. Naresh Chavan

Address: - 301, Guru Krupa Apartment, Road No-09, Near Mahadev Mandir, Daulat Nagar, Borivali East, Mumbai – 400066.

Official Email of M/s Taska Consultancy for correspondence with Society & Developer – taskaconsultancy@gmail.com

65. As required by the Income Tax (Sixteenth Amendment) Rules, 1998;

PAN No. of the Society **-AAALA2194F**

PAN No. of the Developer - **ABAFP0181E**

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement in duplicate the day and year first hereinabove written.

Ashiyana Apartment Co-op Hsg Soc. Ltd.
Chairman / Secretary / Treasurer

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THE FIRST SCHEDULE ABOVE REFERRED TO

("the said property")

ALL that piece and parcel of land and here ditaments bearing Plot No. 39 admeasuring 919.40 sq. mtrs. along with the said Existing Building named ASHIYANA APARTMENT Co-operative Housing Society Ltd" Standing there on forming a part of Survey No. 47 (Part), C.T.S. No. 97A/27 of Village: Chincholi, Taluka: Borivali in the Registration District of Mumbai City and Mumbai Suburban District lying and being situated at Plot No. 39 Upper Govind Nagar, Malad (East), Mumbai 400 097.

THE SEAL OF THE SUB-REGISTRAR BORIVALI
सह दुय्यम निबंधक बोरीवली
मुंबई उपनगर जिल्हा (वि.)
MUMBAI SUBURBAN DIST. (BANDRA)

[illegible]	K.M.Nair	Jignesh	B.K.Nair
L.G. Ayanwal	K.M.Nair	Jignesh	B.K.Nair
[illegible]	H.D.Souza	C.D.Souza	[illegible]
[illegible]	Vyankatesh		S.B.Chauhan
Uday Lmanto	M.V.Kulkarni	[illegible]	जसोदा
Anisha	Thakore	[illegible]	[illegible]
[illegible]	Thakore	[illegible]	[illegible]
Dhadha	Indira Mundhra	Nayana Jain	
Dhadha	[illegible]		
	Shazad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

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२४ ३३

THE SECOND SCHEDULE ABOVE REFERRED TO

(The said flats of existing members)

Sr. No.	Existing Floor	Existing Flats No.	Name of existing Member occupying the Flats	Existing Clear Carpet Area
1.	Ground Floor	A-01	Mr. GIRDHARI FULCHAND AGARWAL Mr. LAXMIKANT GIRDHARI AGARWAL	380.50
2.	Ground Floor	A-02	Mr. RAKESH PRAHLADRAI PANDYA Mrs. SARIKA RAKESH	354.94
3.	Ground Floor	A-03	Mr. SURESH BHAICHANDDAS CHAUHAN Mrs. SANTOKBEN BHAICHANDDAS CHAUHAN	357.31
4.	First Floor	A-04	Mr. RAJESH SITARAM SHARMA	419.00
5.	First Floor	A-05	Mr. SANDEEP DAMODAR REWALE	4[illegible]7.31

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★

COLLECTOR BORIVALI

[signature]	K. M. Nair	Jignesh	B. K. Nair
L. G. Agarwal	K. M. Nair	Jignesh	B. K. Nair
[signature]	[signature]	C. D. Sorabha	[signature]
[signature]	Vyankatesh		S B Chauhan
uday c mantra	M.V. Kulkarni	[signature]	जसीदा
Anisha	Thakur	[signature]	[signature]
[signature]	Thakur	[signature]	[signature]
[signature]	Indira Mondrog	Nayana Jain	
[signature]	[signature]		
	Sharad Mondhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

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6.	First Floor	A-06	Mr. UDAY CHANDRADEV MAHTO Mrs. ANISHADEVI UDAY MAHTO	419.69
7.	Second Floor	A-07	Mr. OMPRAKASH GHANSHYAMDAS HEDA	419.00
8.	Second Floor	A-08	Mrs. GEETA RAJMANYADAV	
9.	Second Floor	A-09	Mr. MUKESH AYODHYAPRAKASH CHADHA Mrs. NEETA MUKESH	419.69
10.	Third Floor	A-10	Mr. PREMSUKH LADHUDAS BHAKAL Mrs. JASODA PREMSUKH BHAKAL	419.00

[illegible]	K. M. Naik	Jignesh	B. K. Nasale
L. G. Ayanwal	K. M. Naik	Jignesh	B. K. Nasale
Bhavna	[illegible]	C. D. Solanki	[illegible]
[illegible]	Vyankatesh		S Bohanhan
Uday G Mahto	M. V. Kulkarni	[illegible]	जसोदा
Anisha	Thakesh	[illegible]	[illegible]
[illegible]	Thakesh	[illegible]	[illegible]
Chadha	Indira Mundhra	Nayana Jain	
Chadha	[illegible]		
	Shaved Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.,
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

11.	Third Floor	A-11	Mr. KRISHNAKUMAR MADHAVLAL NAYAK Mr. JIGNESH KRISHNAKUMAR NAYAK Mr. BHAVESH KRISHNAKUMAR NAYAK	417.31
12.	Third Floor	A-12	Mrs. SHARMISHTHA KRISHNAKUMAR NAYAK Mr. KRISHNAKUMAR MADHAVLAL NAYAK Mr. JIGNESH KRISHNAKUMAR NAYAK Mr. BHAVESH KRISHNAKUMAR NAYAK	419.69
	Ground Floor	B-01	Mr. HENRY SEBASTIAN DSOUZA Mrs. CHRISTINE HENRI	357.31
14.	Ground Floor	B-02	Mr. VYANKATESH GIRDHARI AGARWAL	354.94
15.	Ground Floor	B-03	Mrs. MEDHA VILAS KULKARNI	394.00

Abhiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

16.	First Floor	B-04	Mr. SUDHIR CHIMANLAL THAKER	385.81
17.	First Floor	B-05	Mr. SUDHIR CHIMANLAL THAKER	385.81
18.	First Floor	B-06	Mrs. INDIRA GOVINDLAL MUNDHRA Mr. MANOJ GOVINDLAL MUNDHRA Mr. SHARAD GOVINDLAL MUNDHRA	595.63
19.	Second Floor	B-07	Mr. HARENDRA RAMNIRANJAN NEMANI	388.[illegible]
20.	Second Floor	B-08	Mr. DINESH RAMNIRANJAN NEMANI	385.81
21.	Second Floor	B-09	Mr. CHANDRAKANT DEEPCHAND JAIN Mrs. NAYANA CHANDRAKANT JAIN	595.63

[signature]	K. M. Nak	Jignesh	B. K. Nawak
L. G. Agarwal	K. M. Nak	Jignesh	B. K. Nawak
[signature]	[signature]	CA Sourabh	[signature]
[signature]	Ujjant Ghosh		SBchauhan
Uday C Mahto	M.V. Kulkarni	[signature]	जसोदा
Anisha	Thakem	[signature]	[signature]
[signature]	Thakem	[signature]	[signature]
[signature]	Indira Mundhra	Nayana Jain	
[signature]	[signature]		
	Sharad Mundhra	Geeta Rajman Yadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

	22.	Third Floor	B-10	Mrs. LEELA BHIMRAO SHIRSAT	565.25
	23.	Ground Floor	B-3A	Mrs. VEENA SHIVCHARANYADAV	134.38

THE THIRD SCHEDULE ABOVE REFERRED TO

(List of New Flats/Redeveloped Flat to be allotted to the existing member)

Sr.	Existing Flat No.	Name of Existing Member	Carpet area allotted	New Allotted Flat No.
1.	A-01	Mr. GIRDHARI FULCHAND AGARWAL Mr. LAXMIKANT GIRDHARI AGARWAL	537	304
2.	A-02	Mr. RAKESH PRAHLADRAI PANDYA Mrs. SARIKA RAKESH PANDYA	468	602
3.	A-03	Mr. SURESH BHAICHANDDAS CHAUHAN Mrs. SANTOKBEN BHAICHANDDAS CHAUHAN	443	601
4.	A-04	Mr. RAJESH SITARAM SHARMA	587	603
5.	A-05	Mr. SANDEEP DAMODAR REWALE	517	604
6.	A-06	Mr. UDAY CHANDRADEV MAHTO Mrs. ANISHADEVI UDAY MAHTO	520	103

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

PEARL INFRA MUMBAI 67

7.	A-07	Mr. OMPRAKASH GHANSHYAMDAS HEDA	[illegible]	603
8.	A-08	Mrs. GEETA RAJMANYADAV	517	204
9.	A-09	Mr. MUKESH AYODHYAPRAKASH CHADHA Mrs. NEETA MUKESH CHADHA	520	203
10.	A-10	Mr. PREMSUKH LADHUDAS BHAKAL Mrs. JASODA PREMSUKH BHAKAL	520	604
11.	A-11	Mr. KRISHNAKUMAR MADHAVLAL NAYAK Mr. JIGNESH KRISHNAKUMAR NAYAK Mr. BHAVESH KRISHNAKUMAR NAYAK	539	404
12.	A-12	Mrs. SHARMISHTHA KRISHNAKUMAR NAYAK Mr. KRISHNAKUMAR MADHAVLAL NAYAK Mr. JIGNESH KRISHNAKUMAR NAYAK Mr. BHAVESH KRISHNAKUMAR NAYAK	587	403
13.	B-01	Mr. HENRY SEBASTIAN DSOUZA Mrs. CHRISTINE HENRI DSOUZA	443	501
14.	B-02	Mr. VYANKATESH GIRDHARI AGARWAL	440	401
15.	B-03	Mrs. MEDHA VILAS KULKARNI	489	1201
16.	B-04	Mr. SUDHIR CHIMANLAL THAKER	481	1001
17.	B-05	Mr. SUDHIR CHIMANLAL THAKER	539	504
18.	B-06	Mrs. INDIRA GOVINDLAL MUNDHRA Mr. MANOJ GOVINDLAL MUNDHRA Mr. SHARAD GOVINDLAL MUNDHRA	739	803

[illegible]	[illegible]	Jignesh	B. K. Nayak
L. G. Agarwal	[illegible]	Jignesh	B. K. Nayak
[illegible]	[illegible]	C D Souza	[illegible]
[illegible]	Vyankatesh		S B Chauhan
Uday C Mandal	M. V. Kulkarni	[illegible]	
Anisha	Thakar	[illegible]	[illegible]
[illegible]	Thakar	[illegible]	[illegible]
[illegible]	Indira Mundhra	Nayana Jain	
Chadha	[illegible]		
	Sharad Mundhra	Geeta Rajmanyadav	

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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19.	B-07	Mr. HARENDRA RAMNIRANJAN NEMANI	481	1101
20.	B-08	Mr. DINESH RAMNIRANJAN NEMANI	478	901
21.	B-09	Mr. CHANDRAKANT DEEPCHAND JAIN Mrs. NAYANA CHANDRAKANT JAIN (Allotted Area/ Flat Split into Two no's	388 547	904 1004
22.	B-10	Mrs. LEELA BHIMRAO SHIRSAT	701	1303
23.		Mrs. VEENA SHIVCHARANYADAV	167	GR-1

IN WITNESS WHERE OF the parties here to have affixed their seal and signatures to this writing the day and year here in above mentioned.

THE COMMON SEAL of the with in named)
ASHIYANA APARTMENT CO OPERATIVE)
HOUSING SOCIETY LIMITED, "THE)
SOCIETY" above named was here unto)
affixed pursuant to the Society's)
Resolution dated passed in that regard at)
Its Annual General Meeting held,)
on the _____day of_____2022)
in the presence of (i)_____,)
Mr. Girdhari Fulchand Agarwal



Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

Chairman (ii)_____)

Mr Mukesh Ayodhya prakash Chadha



Secretary and (iii)_____)

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

Treasurer in the presence of.....)
Mr Chandrakant Deepchand Jain



1.

2.

Confirming party

Ashiyana Apartment Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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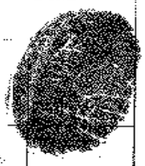
Sr. No.	Existing Floor No.	Existing Flat No.	Name of Existing Member (All 23 members)	Society Issue Share Certificate No of The Member	Signature Of Society Members	Photo Of Member	Left Hand Thumb
1.	Ground Floor	A-01	Mr. GIRDHARI FULCHAND AGARWAL Mr. LAXMIKANT GIRDHARI AGARWAL	1			
2.	Ground Floor	A-02	Mr. RAKESH PRAHLADRAI PANDYA Mrs. SARIKA RAKESH PANDYA				
3.	Ground Floor	A-03	Mr. SURESH BHAICHANDDAS CHAUHAN Mrs. SANTOKBEN BHAICHANDDAS CHAUHAN	3			
4.	First Floor	A-04	Mr. RAJESH SITARAM SHARMA	4			









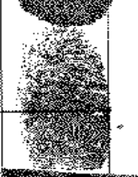




5.	First Floor	A-05	Mr. SANDEEP DAMODAR REWALE	5	
6.	First Floor	A-06	Mr. UDAY CHANDRADEV MAHTO Mrs. ANISHADEVI UDAY MAHTO	6	
7.	Second Floor	A-07	Mr. OMPRAKASH GHANSHYAMDAS HEDA	7	
8.	Second Floor	A-08	Mrs. GEETA RAJMAN YADAV	8	
9.	Second Floor	A-09	Mr. MUKESH AYODHYAPRAKAS H CHADHA Mrs. NEETA MUKESH CHADHA	9	
10.	Third Floor	A-10	Mr. PREMSUKH LADHUDAS BHAKAL Mrs. JASODA PREMSUKH BHAKAL	10	





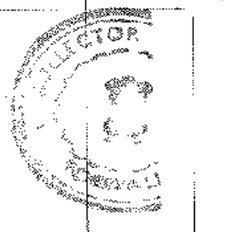





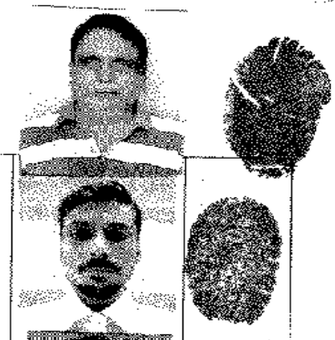
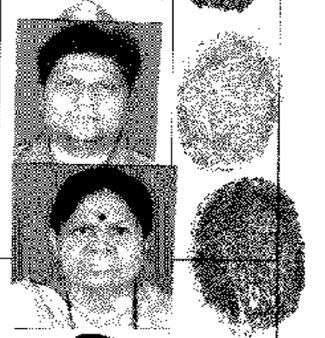
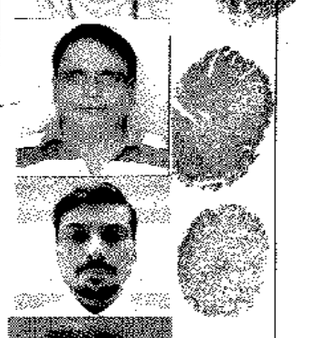
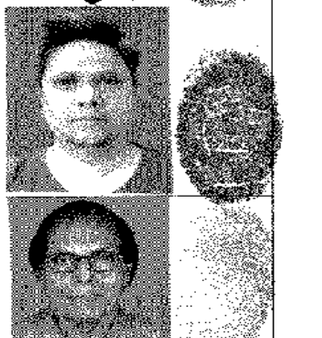






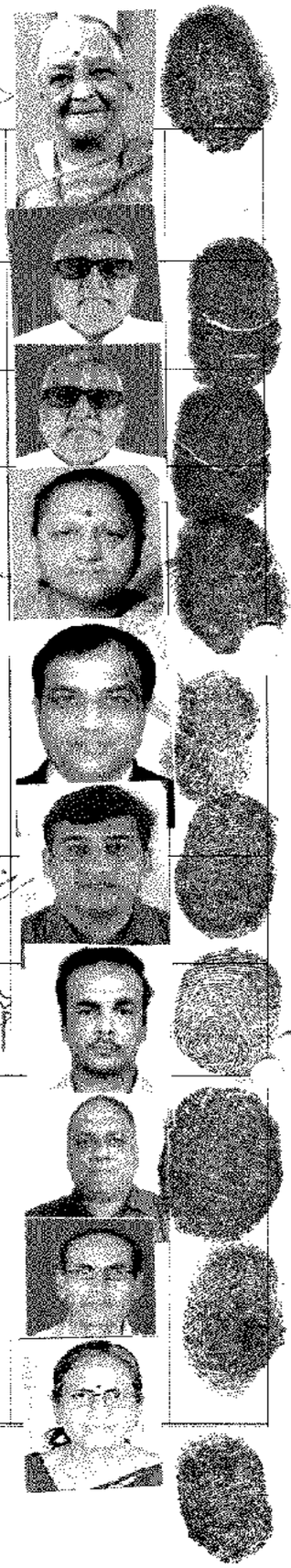




11.	Third Floor	A-11	Mr. KRISHNAKUMAR MADHAVLAL NAYAK Mr. JIGNESH KRISHNAKUMAR NAYAK Mr. BHAVESH KRISHNAKUMAR NAYAK	11	
12.	Third Floor	A-12	Mrs. SHARMISHTHA KRISHNAKUMAR NAYAK Mr. KRISHNAKUMAR MADHAVLAL NAYAK Mr. JIGNESH KRISHNAKUMAR NAYAK Mr. BHAVESH KRISHNAKUMAR NAYAK	12	
13.	Ground Floor	B-01	Mr. HENRY SEBASTIAN DSOUZA Mrs. CHRISTINE HENRI DSOUZA	13	
14.	Ground Floor	B-02	Mr. VYANKATESH GIRDHARI AGARWAL	14	

SUB-REGISTRAR BORIVALI NO. 5

15.	Ground Floor	B-03	Mrs. MEDHA VILAS KULKARNI	15	
16.	First Floor	B-04	Mr. SUDHIR CHIMANLAL THAKER	17	
17.	First Floor	B-05	Mr. SUDHIR CHIMANLAL THAKER	18	
	First Floor	B-06	Mrs. INDIRA GOVINDLAL MUNDHRA Mr. MANOJ GOVINDLAL MUNDHRA Mr. SHARAD GOVINDLAL MUNDHRA	19	
19.	Second Floor	B 07	Mr. HARENDRA RAMNIRANJAN NEMANI	20	
0.	Second Floor	B-08	Mr. DINESH RAMNIRANJAN NEMANI	21	
1.	Second Floor	B-09	Mr. CHANDRAKANT DEEPCHAND JAIN Mrs. NAYANA CHANDRAKANT JAIN	22	



3.	Third Floor	B 10	Mrs. LEELA BHIMRAO SHIRSAT	23	
4.	Ground Floor	B-3A	Mrs. VEENA SHIVCHARAN YADAV	16	

COMMONSEALOFM/s. PEARL INFRA.,
"THEDEVELOPERS",
Above named was here unto affixed
pursuant to the Firm's
Resolution dated_____by
Its Partners (1)Mr. Saleem Salam Shaikh
(2) Mr. Sameer Suresh Lad and
(3)Mr. Mahesh Ramniranjan Chamaria
in the presence of...
1.
2.







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Annexure List of Development Agreement Ashiyana

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Sr No	Annexure No	Description
1	Annexure I	Last Available Approved Letter & Plan
2	Annexure II	CTS Plan
3	Annexure III	Existing Clear Carpet Area Statement
4	Annexure IV	Property Tax Bill
5	Annexure V	Property Register Card
6	Annexure VI	MOM of SGM dated 10-04-2022 (Developer Selection)
7	Annexure VII	Revised Offer 12/04/2022
8	Annexure VIII	DDR NOC for Appointment of Developer
9	Annexure IX	MOM of SGM dated 25/01/2023 (DA Draft Approval)
10	Annexure X	Block Location Plan
11	Annexure XI	24% add on List
12	Annexure XII	Amenities to be provided in the New Flats
13	Annexure XIII	Rakesh Pandya Garage-1 surrender (Declaration dated 23rd June, 2022)
14	Annexure XIV	Society Title Certificate
15	Annexure XV	New Allottment List with MOM of SGM dated 1-06-2022

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BANDRA)