267/3249
Monday,April 10 ,2023
1:16 PM

पावती

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

पावती क्रं.: 4637 दिनांक: 10/04/2023

गावाचे नाव: **अजनी**
दस्तऐवजाचा अनुक्रमांक: **नगन4-3249-2023**
दस्तऐवजाचा प्रकार : **विकसनकरारनामा**
सादर करणाऱ्याचे नाव: **व्हॅल्युएबल बिल्डकॉन एल एल पी तर्फे भागीदार श्री. श्रीनिवास श्रीधर बर्णेकर . .**



नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1480.00
पृष्ठांची संख्या: 74	
एकूण:	रु. 31480.00

सह दुय्यम निबंधक क्र-4
नागपूर शहर क्र. ४

NGP4

बाजार मुल्य: रु.92529000 /-
मोबदला रु.0/-
भरलेले मुद्रांक शुल्क : रु. 4626450/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1480/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1004202303519 दिनांक: 10/04/2023
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000305024202324E दिनांक: 10/04/2023
बँकेचे नाव व पत्ता:

CHALLAN

MTR Form Number-6

GRN	MH000305024202324E	BARCODE		Date	07/04/2023-17:48:26	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)	
Office Name	NGP4_JT NAGPUR NO 4 SUB REGISTRAR	Full Name	VALUABLE BUILDCON LLP
Location	NAGPUR		
Year	2023-2024 One Time	Flat/Block No.	
		Premises/Building	
Account Head Details	Amount In Rs.	Road/Street	MOUZA AJNI
0030063301 Amount of Tax	30000.00	Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 2 2
		Remarks (If Any)	SecondPartyName=KANCHANGANGA FLAT OWNERS CO OPERATIVE HOUSING SOCIETY LIMITED~
		Amount In Words	Thirty Thousand Rupees Only
Total	30,000.00		

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332023040713204	2802106092
Cheque/DD No.		Bank Date	RBI Date	07/04/2023-17:49:22	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Mobile No. : 0000000000

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

Shivankar

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9/05

THE JOINT SUB-REGISTRAR CLASS-II NAGPUR CITY NO. 4

Print Date 07-04-2023 05:49:34



Certificate u/s 32(1) (b) of the Maharashtra Stamp Act, 1958
(ADJ)

Office of the 4600901
Collector of Stamps, Nagpur City
Adj. Case No. 58/2023
Date 27/3/2023

Received From S/Shri/Smt./M/s. VALUABLE BUILDCON LLP.
Residing at NAGPUR
Market Value Rs. 9,25,29,000/-
Stamps duty of Rs. 46,26,450/- Words Rs. Fourty six lakh twenty six thousand four hundred fifty only.
Paid vide e-Challan No. MH018072109202223P Dt. 31/3/2023

Certified under Section 32(1) (b) of the M.S. Act, 1958 that the full duty of Rs. 46,26,450/- (in words Rs. Fourty Six lakh twenty six thousand four hundred fifty only.) with which instrument is chargeable has been paid as per Article 5(g-1) of Schedule-I.

This certificate is subject to the provision of Section 53-A of Maharashtra Stamp Act, 1958.

Nagpur
Date 31.3.23

Collector of Stamps
Nagpur City

हा आदेश महाराष्ट्र मुद्रांक अधिनियम, १९५८ अन्वये असलेल्या नियमान्वये निर्गमित केलेले आहे. परंतु उक्त वरील मौजेसाठी नौजेसाठी अधिकाऱ्यांकडे याबाबत हस्तांतरण, नौजेसाठी अधिनियम, १९७८ च्या अधिनियमातील तरतूदी नुसार नौजेसाठी अधिकारी यांच्या नौजेसाठी कार्यवाही करतील

मुद्रांक जिल्हाधिकारी
नागपूर शहर

Jt. Dist. Registrar CL-I & Collector of Stamps * NAGPUR CITY *

AGREEMENT OF RE-DEVELOPMENT

THIS AGREEMENT OF RE-DEVELOPMENT is made and executed at NAGPUR on this 31st day of MARCH, 2023 BETWEEN :

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KANCHANGANGA FLAT OWNERS CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR, a Co-operative Society duly registered under the Maharashtra Co-operative Housing Societies Act, 1960 (Act No. XXIV of 1961) bearing Registration No. NGP/CTY-1/HSG/TC/1567/2022 Dated 05-08-2022, (PAN AAKAK5056F), and having its Registered Office at Plot No. R/7, Laxminagar, Nagpur-440022, acting through its Hon. President **SHRI. SHASHIKANT MUKUND MUNDLE,** Aged about 72 Years, Occupation - Retired, (PAN ACSPM2777Q & AADHAR UID 2996 2410 4277), Resident of R-7,Kanchanganga Flats, Laxmi Nagar, Nagpur-440022, Tahsil and District – NAGPUR and Hon. Secretary **SHRI. SHASHIKANT VASANTRAO DALAL,** Aged about 75 Years, Occupation -Retired, (PAN ABIPD6248C & AADHAR UID 5200 7850 8888), Resident of R-7,Kanchanganga Flats, Laxmi Nagar, Nagpur-440022, Tahsil and District – NAGPUR, (Both authorized vide Resolution dated 12-08-2022), hereinafter referred to as **"THE SOCIETY/OWNER"**, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its liquidators, administrators, successors and assigns) of the **FIRST PART.**

AND

VALUABLE BUILDCON LLP, a Partnership Firm, having its Registered Office at 83, Asheerward, Abhaynkar Nagar, Nagpur-440010 (PAN AAWFV1160G) and acting through its Partner **SHRI. SHRINIWAS S/o SHRIDHAR WARNEKAR,** Aged 63 Years, Occupation – Business (AADHAR UID 7746 0507 9443), Resident of Plot No. 39, Vidhya Vihar Colony, Opposite Play Ground, Pratap Nagar, Nagpur - 440022, Tahsil and District – NAGPUR, and **SHRI SUMANT KAMLAKAR MUNDLE**, Aged 55 Years, Occupation – Business (AADHAR UID 2549 4373 2197), Resident of 8, Nalode Layout, Gopal Nagar, Nagpur - 440022, Tahsil and District – NAGPUR, hereinafter referred to as the **"THE DEVELOPER",** (which expression shall unless it be repugnant to the context or meaning thereof always mean and include the said **PARTNERSHIP FIRM** and its **PARTNERS,** as well as, their respective heirs, legal representatives, executors, administrators, successors and assigns) of the **SECOND PART.**

AND

(1) SMT. VASUNDHARA Wd/o VIJAY TAK, Aged 80 Years, Occupation – Housewife, (PAN ADCPT4495 & AADHAR UID 6197 9765 7917);

(2) SMT. KUNDA Wd/o ANIL KARVE, Aged 83 years, Occupation - Retired, (PAN ADWPK2605G & AADHAR UID 3867 0300 0443);

(3) SHRI. DATTATRAYA S/o GOVINDRAO KATHIKAR, Aged about 87 years, Occupation – Retired, (PAN AGMPK5693H & AADHAR UID 5444 3138 1020) ~~and acting through his Constituted Attorney SHRI. GIRISH S/o DATTATRAYA KATHIKAR Aged about 54 years, Occupation – Business , (PAN AGXPK8739P & AADHAR UID 7295 3175 7458)~~ .

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(4) **SHRI. SHASHIKANT S/o MUKUND MUNDLE,** Aged about 72 years, Occupation – Retired (PAN ACSPM2777Q & AADHAR UID 2996 2410 4277);

(5) **SMT. ROHINI Wd/o SHASHIKANT OKE,** Aged about 86 years, Occupation – Household, (PAN AATPQ4327R & AADHAR UID 8478 9583 8494); AND

(6) **SHRI. SHASHIKANT S/o VASANTRAO DALAL,** Aged about 75 years, Occupation – Retired, (PAN ABIPD6248C & AADHAR UID 5200 7850 8888); All Residents of Kanchanganga Flats, Plot No. R/7, Laxminagar, Nagpur-440022, Tahsil and District – NAGPUR;

hereinafter all jointly called the **EXISTING MEMBERS/FLAT OWNERS,** which expression shall unless repugnant to the context or meaning thereof, always mean and include the said **EXISTING MEMBERS/FLAT OWNERS,** as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **THIRD PART.**

WHEREAS the Society named hereinabove is a Co-operative Housing Society duly Registered under The Maharashtra Co-operative Societies Act, 1960 and is sub classified as a Tenant Co-Partnership Housing Society meaning thereby that both the land and the Building(s) shall be owned and possessed by the Society and the Flat Owners i.e. its Members shall hold Flats therein as 'Allottees' thereof with heritable and transferable rights therein; AND

WHEREAS the aforesaid Society is Owner of the property comprising ALL THAT Piece and Parcel of land bearing Plot No. R-7 out of the sanctioned layout containing by admeasurement 743.21 Sq. Mtrs. (OR 8000 Sq. Ft.), [as per city survey records 7951 Sq.Ft. (i.e. 738.70 Sq. Mtrs.)] being a portion of the entire land bearing Kh. No. 7/2, 4/1, 2, 6/3 & 4 of MOUZA – AJNI, P.S.K. 9, TOGETHERWITH the existing more than 47 Years old Multistoreyed Building standing thereon consisting of 6 (Six) separate Flats therein and known and styled as "KANCHANGANGA FLATS", including all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto, bearing City Survey No. 344 and Sheet No. 34, situate at Laxmi Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR for the sake of brevity referred to as **"THE SAID PROPERTY"**; AND

WHEREAS the Existing Members/Flat Owners hereinabove named are the Shareholder Members of the Kanchanganga Flat Owners' Co-Operative Housing Society Limited, Nagpur, a Co-operative Society duly registered under the Maharashtra Co-operative Housing Societies Act, 1960 (Act No. XXIV of 1961) bearing Registration No. NGP/CTY-1/HSG/TC/1567/2022 Dated 05-08-2022; AND

WHEREAS ALL THAT Piece and Parcel of land bearing Plot No. R-7 out of the sanctioned layout containing by admeasurement 743.21 Sq. Mtrs. (OR 8000 Sq. Ft.), [as

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per city survey records 7951 Sq.Ft. (i.e. 738.70 Sq. Mtrs.)] being a portion of the entire land bearing Kh. No. 7/2, 4/1, 2, 6/3 & 4 of MOUZA – AJNI, P.S.K. 9, bearing City Survey No. 344 and Sheet No. 34, situate at Laxmi Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR. Originally belonged to Shri. Bhalchandra Balkrishna Panse having purchased the same by him from Scientific Co-operative Housing Society Limited, Nagpur, by a Sale Deed Dated 07-06-1939, which is duly registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 2 on even date; AND

WHEREAS the aforesaid Shri. Bhalchandra Balkrishna Panse later on transferred the aforesaid Plot No. R-7 by way of Sale to M/s. Kanchan Co-operative Housing Society Limited, Nagpur, by a Sale Deed Dated 30-06-1975, which is duly Registered at the Office of the Sub-Registrar, Nagpur in Book No. 1 at Sr. No. 3269 on even date; AND

WHEREAS the aforesaid M/s. Kanchan Co-operative Housing Society Limited, Nagpur later on developed the said Plot No. R-7 into a RESIDENTIAL ESTATE by constructing a Multistoreyed Building thereon consists of 6 self contained separate Flats/Apartments in accordance with the Building Plan sanctioned by the Building Engineer of the Nagpur Improvement Trust, Nagpur vide his Building Permit No. CS/4984/10544 Dated 02-07-1975; AND

WHEREAS on completion of the said Multistoreyed Building the aforesaid M/s. Kanchan Co-operative Housing Society Limited, Nagpur later on allotted various Flats/Apartments out of the building standing thereon and known and styled as "KANCHANGANGA FLATS" to 6 (Six) Members. The details of the present Allottees are as under:-

SR. NO.	NAME OF PRESENT ALLOTTEE	FLAT NO.	FLOOR	APPROX. BUILT-UP AREA IN
(1)	SMT. VASUNDHARA VIJAY TAK	A-1	GROUND	82.12 SQ. MTRS
(2)	SMT. KUNDA ANIL KARVE	A-2	FIRST	82.12 SQ. MTRS
(3)	SHRI. DATTATRAYA GOVINDRAO KATHIKAR	B-1	GROUND	82.12 SQ. MTRS
(4)	SHRI. SHASHIKANT MUKUND MUNDLE	B-2	FIRST	82.12 SQ. MTRS
(5)	SMT. ROHINI SHASHIKANT OKE	C-1	GROUND	82.12 SQ. MTRS
(6)	SHRI. SHASHIKANT VASANTRAO DALAL	C-2	FIRST	82.12 SQ. MTRS

All the Allotment Letters of said Flats are Impounded by the Collector of Stamps, Nagpur and requisite Stamp Duty payable thereon is duly recovered alongwith penalty thereon.

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WHEREAS the Society namely Kanchan Co-operative Housing Society Limited, Nagpur being a large Society consisting of various buildings at various places in Nagpur, the Members/Allottees of Kanchanganga Scheme applied to said Kanchan Co-operative Housing Society Limited, Nagpur to permit them to re-develop said Scheme/Building. Considering their request the said Kanchan Co-operative Housing Society Limited vide its Letter No. KCHS/5155 Dated 03-07-2019 allowed and permitted the aforesaid Members/Allottees of Kanchanganga Apartments to carry out the redevelopment and agreed to co-operate them in all respects. Accordingly in pursuance to the application made for bifurcation/subdivision, to the District Deputy Registrar, Co-operative Societies, Nagpur City-1, the bifurcation/subdivision of the Society was approved vide Order No. अविभा-१/विभा./सोसा/खापलंक्षे./४४५/२०२२ dated 05-08-2022. The bifurcated/subdivided Co-operative Housing Society was named and styled as 'M/s. Kanchanganga Flat Owners Co-operative Housing Society Limited, Nagpur' and thereby the entire Business of the said Society relating to the land and building situated at Plot No. R-7, Laxmi Nagar, Nagpur was acquired alongwith all assets and liabilities by the said M/s. Kanchanganga Flat Owners Co-operative Housing Society Limited, Nagpur. As a result therefore the said Owner Society has now fully entitled to the aforesaid property; AND

WHEREAS the aforesaid Multistoreyed Building has now become old and requires heavy repairs and maintenance and also there is Parking Problems in the said scheme for parking of vehicles of the existing Flat/Apartment Owners. Thus the Owners/Allottees hereinabove named have now unanimously decided to demolish the said existing old Multistoreyed Building and decided to REDEVELOP the same into a RESIDENTIAL ESTATE by constructing a New Multistoreyed Building thereon consisting of various self contained separate Flats/Apartments therein; AND

WHEREAS the existing Members of the aforesaid Society have jointly decided to demolish the existing Multistoried Building standing on the said Plot of land consisting of 6 (Six) Flats therein and REDEVELOP the said Plot of land into a RESIDENTIAL ESTATE by constructing New Multistoried Building thereon, consisting of various self contained separate Flats/Apartments therein. And accordingly they jointly submitted a Requisition for Redevelopment of the said Society's Buildings to the Society; AND

WHEREAS the Owner Society has vide Resolution adopted in the Special General Meeting held on 19-08-2022 unanimously approved the proposal of Redevelopment of the said property by demolishing the existing old Buildings; AND

WHEREAS **M/S. ASSOCIATED SPANS** Acting through **SHRI. PRASHANT UPASANI** having office at D-102, Harsh Apartments, 85, Sujata Layout, Deendayal Nagar, Nagpur 440 022 are appointed as Project Management Consultants (hereinafter referred to as the said 'PMC') for the said Redevelopment Project by the Owner Society and the Members have also accord their consent for the same; AND

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WHEREAS the Proposal of Redevelopment duly approved by the Society comprises construction of a new Ground plus 10 (Ten) Storied Building having parking at ground floor and 2 Flats on each Floor, thus in all consisting of 20 (Twenty) Flats, which shall be built subject to approval from Nagpur Municipal Corporation. The Developer shall allot 5 (Five) new 3 BHK Flats to the existing 5 members of the Society as per the plans and specification mutually agreed and Smt. Rohini Shashikant Oke has agreed to own 2 nos. of 2 BHK flats on First Floor in replacement of 1 no. 3 BHK flat to be allotted to her, subject to approval from Nagpur Municipal Corporation. Smt. Rohini Shashikant Oke has agreed to pay to Developer extra cost difference and applicable taxes to Developer. Thus the said Developer shall be entitled to sell/Allot/Transfer the remaining 13 (Thirteen) new Flats to prospective buyers; AND

WHEREAS the Society has decided to select a suitable Developer through a Competitive bidding process and pursuant to such selection assign the Development rights for the project of residential development on the said Plot of land, (hereinafter referred to as **'THE SAID HOUSING PROJECT'**) to such Developer; AND

WHEREAS pursuant to receipt of various offers from the interested Developers, a Special General Body meeting of the Owner Society was called on dt. 13-11-2022. In the said Meeting the Members have unanimously resolved to accept the Bid of **Valuable Buildcon LLP**, the Developer hereinabovenamed and further resolved to grant development rights in respect of the said property to the Developer hereinsbove named; AND

WHEREAS in furtherance of the said and in accordance with the directives issued by the Government of Maharashtra a Special General Body meeting of the Owner Society was called on dt. 13-11-2022 in presence of the representative of the District Deputy Registrar of Co-operative Societies, Nagpur City-1. In the said Meeting the Society and its Existing Members have granted the development rights for re-development of said property to Valuable Buildcon LLP, the Developer hereinabovenamed; AND

WHEREAS accordingly the Society and its Existing all the Members have decided to entrust the entire work of Redevelopment of the said property to the Developer upon the following terms and conditions.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

(1) The Society has represented to the Developer's that :

(i) The Society is absolutely seized and possessed, of or otherwise well and sufficiently, entitled to ALL THAT Piece and Parcel of land bearing Plot No. R-7 out of the sanctioned layout containing by admeasurement 743.21 Sq. Mtrs. (OR

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8000 Sq. Ft.), [as per city survey records 7951 Sq.Ft. (i.e. 738.70 Sq. Mtrs.)] being a portion of the entire land bearing Kh. No. 7/2, 4/1, 2, 6/3 & 4 of MOUZA – AJNI, P.S.K. 9, TOGETHERWITH the old building standing thereon consisting of 6 (Six) Apartments/Flats and known and styled as 'KANCHANGANGA FLATS' bearing City Survey No. 344 and Sheet No. 34, situate at Laxmi Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and delineated in RED colour boundary line on the Plan annexed hereto as "**ANNEXURE "G"** and more particularly described in **SCHEDULE** hereunder written; (hereinafter referred to as **"THE SAID PROPERTY"**),

(ii) The existing Buildings standing on the said Plot of land consisting of 6 (Six) Flats, which are occupied by the existing Members (hereinafter referred to as **"THE EXISTING BUILDINGS"**). The Flats occupied by the Existing Members are more particularly shown in the Schedule annexed hereto as **ANNEXURE "A".**

(iii) THAT, the permission granted by District Deputy Registrar of Co-operative Sccieties, Nagpur City-1 is appended herewith as **ANNEXURE "B".**

(2) THAT the said Society hereby grants to the Developer the absolute rights to develop ALL THAT Piece and Parcel of land bearing Plot No. R-7 out of the sanctioned layout containing by admeasurement 743.21 Sq. Mtrs. (OR 8000 Sq. Ft.), [as per city survey records 7951 Sq.Ft. (i.e. 738.70 Sq. Mtrs.)] being a portion of the entire land bearing Kh. No. 7/2, 4/1, 2, 6/3 & 4 of MOUZA – AJNI, P.S.K. 9, TOGETHERWITH the old building standing thereon consisting of 6 (Six) Apartments/Flats and known and styled as 'KANCHANGANGA FLATS' bearing City Survey No. 344 and Sheet No. 34, situate at Laxmi Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR.

THAT the Developer shall construct a Multistoried Building on the said Plot No. R-7 consisting of 20 (Twenty) no. flats therein i.e. 2 BHK 4 no. flats and 3 BHK 16 no. flats in total. The Developer shall allot 5 (Five) new 3 BHK Flats to the existing 5 members of the Society as per the plans and specification mutually agreed and Smt. Rohini Shashikant Oke has agreed to own 2 nos. of 2 BHK flats on First Floor in replacement of 1 no. 3 BHK flat to be allotted to her, subject to approval from Nagpur Municipal Corporation. Smt. Rohini Shashikant Oke has agreed to pay to Developer extra cost difference and applicable taxes to Developer. Thus the said Developer shall be entitled to sell/Allot/Transfer the remaining 13 (Thirteen) new Flats to prospective buyers; AND

(3) THAT in view of the proposed redevelopment, the Party No. 2/Developer shall pay to each of the Party No. 1/Allottees a sum of Rs. 15,00,000/- (Rupees Fifteen Lakh) Only towards Inconvenience charges for each flat.

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TERMS OF PAYMENT :-

a) Total Rs. 31,50,000.00 (Rupees Thirty One Lakh Fifty Thousand only) shall be paid by the Developer to the Owner Society for 6 Existing Members at the time of Agreement.

b) Total Rs. 31,50,000.00 (Rupees Thirty One Lakh Fifty Thousand only) shall be paid by the Developer to the Owner Society for 6 Existing Members within 6 months from the date of vacant possession of Plot No. R-7, Laxmi Nagar, Nagpur

c) Total Rs. 27,00,000.00 (Rupees Twenty Seven Lakh only) shall be paid by the Developer to the Owner Society for 6 Existing Members within 12 months from the date of vacant possession of Plot No. R-7, Laxmi Nagar, Nagpur .

TOTAL Rs. 90,00,000.00 (Rupees Ninety Lakh Only)

(4) THAT the Proposal of Redevelopment duly approved by the Society comprises construction of a Ground(Parking) + 10 (Ten) Storied Building (hereinafter referred to as **"THE NEW BUILDING"**), having 2 Flats each Floor, thus in all consisting of 20 (Twenty) Flats, which shall be built subject to approval from Nagpur Municipal Corporation. The Developer shall allot 5 (Five) new 3 BHK Flats to the existing 5 members of the Society as per the plans and specification mutually agreed and Smt. Rohini Shashikant Oke has agreed to own 2 nos. of 2 BHK flats on First Floor in replacement of 1 no. 3 BHK flat, subject to approval from Nagpur Municipal Corporation. Smt. Rohini Shashikant Oke has agreed to pay to Developer extra cost difference amounting to Rs. 65,00,000/- (Rupees Sixty Five Lakh) Only and applicable GST, Stamp Duty, Registration Charges and other taxes as applicable to the Developer separately. Thus the said Developer shall be entitled to sell/Allot/Transfer the remaining 13 (Thirteen) new Flats to prospective buyers. The Proposed Floor Plans are annexed hereto as **ANNEXURE "C"** and the Allotment of New Flats made to the existing Members is annexed hereto as **ANNEXURE "F ".**

(5) THAT in consideration of the Society granting Development Rights in respect of the said property to the Developer herein, the Developer shall allot 5 (Five) new 3 BHK Flats to the existing 5 members of the Society as per the plans and specification mutually agreed and Smt. Rohini Shashikant Oke has agreed to own 2 nos. of 2 BHK flats on First Floor in replacement of 1 no. 3 BHK flat to be allotted to her, subject to approval from Nagpur Municipal Corporation. Smt. Rohini Shashikant Oke has agreed to pay to Developer extra cost difference and applicable taxes, in the New Multistoried Building proposed to be constructed on the said Plot of land in accordance with the **Specifications** appended hereto as **ANNEXURE "E"**. The Developer has agreed to give, grant and convey the new allotted apartments to the existing Flat Owners in duly

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finished and completed condition in all respect within a period of 24 (Twenty four) Months from the date of receipt of Vacant Possession of the existing 6 (Six) Flat Owners to the Developer, subject to grace period hereinafter mentioned.

The area of such Flats to be provided is specified in the **ANNEXURE "D"** along alongwith 1 (One) Covered Stack Car Parking space on Ground Floor (the new Flat to be allotted to the members is referred to as **"THE SAID NEW FLAT/S").** The plan of the each Flat has been well studied, understood and agreed and accepted by each member of the society along with the specifications. The said Developer shall therefore be entitled to Sell/Allot/Transfer the remaining 13 (Thirteen) new Flats alongwith the entire Stilt/Covered Parking to prospective buyers.

(6) THAT, for the purpose of construction and putting up the society's new buildings, the existing building has to be demolished. The members of the society have agreed to arrange for themselves temporary alternate accommodation, for a period of 24 (Twenty four) Months being the estimated period in which time the Developer shall handover to the members their respective flats in the new building. The Developer has further specifically agreed to pay compensation to the each members @ Rs. 17,000/- (Rupees Seventeen Thousand) Only per Month, for the entire period of their stay out of the premises, as compensation in lieu of Temporary Accommodation. It is hereby understood that The Developer shall issue six Post Dated Cheques after every six months in favour of the society towards monthly compensation as stated above upon the Developer's obtaining the Commencement Certificate and all the Members vacating their respective Flats and handover possession of the same to the Society and Society will handover the same to Developer. If the said time for handing over possession in the new Buildings shall be extended mutually, then further post dated Cheques will be issued on or before 5th day of every month in advance, till the time handing over the possession to all the members in the new building completed in all respect. It is hereby agreed that within 15 (Fifteen) days of completion of the society's buildings and obtaining Occupation Certificate/Part Occupation thereof the existing members shall on being given written intimation by the Developer to take possession of the said new Flat. However on completion of construction of the Building and/or if the Members fail to take possession within the time specified in the written intimation no rent shall be paid by the Developer to the members.

(7) THAT, in case the area varies within the permissible limits of 2% then no compensation shall be payable by any of the parties hereto. If the variation is more than 2%, then the compensation amount shall be decided and paid as mutually agreed between The Developer and the existing members. However, reduction in area due to the projections of columns or any structural members shall not be considered as a variation in area. It is also accepted by the members that the projections of columns and beams or shear walls are inherent part of the multi storied building and are always unavoidable.

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(8) THAT, during the course of construction, the Project Management Consultant shall have right to visit and inspect the structure as well as the material used in the construction activity. The Managing Committee Members shall also have right for periodical review and inspection of the Project site. It is obligatory on the part of Developer to follow the instructions of PMC. However decision of Managing Committee will be final and binding for PMC.

(9) THAT, the parties hereto have specifically agreed that in view of payment incurred by the Developer towards purchase of TDR/TOD and Demand Note of Building plan sanction, constitutes the Bank Guarantee for the said Project.

(10) THAT it is specifically understood and agreed by and between the parties hereto that any suggestion/additions/alterations required by any of the 6 (Six) Members, then in such event, the same shall be within the scope of the specifications agreed or otherwise the Developer shall be entitled to receive the cost difference from the members as worked out by the Developer and vice versa.

(11) THAT during the course of time if the Society pass a Resolution in respect of providing some additional amenities/facilities, then the Society will intimate the same to the Developer so that prospective Members shall be made known about the same and to facilitate collecting the contribution in respect of such additional amenities/facilities.

(12) THAT, for the purpose of construction and putting up the society's new buildings, the existing buildings needs to be demolished. The members of the society have agreed to arrange for themselves temporary alternate accommodation, for a period of 24 (Twenty four) Months being the estimated period from the date of commencement of construction, in which time the Developer shall handover to the members their respective flats in the new buildings proposed to be constructed on the said Piece of land.

(13) THAT it is agreed by and between the parties hereto that the Members are entitled to remove only the loose furnitures and fixtures of their flats before demolition of the existing buildings. The Developer will be entitled for the debris/windows/doors and all fixed furniture's of the old buildings and the Developer will immediately make arrangements to clear all debris exclusively from and out of its own costs and expenses.

(14) THAT it will be the sole responsibility of each of the existing Members/Allottee to obtain requisite No Objection Certificate if required by the Developer/Society from Bank/Financial Institution for their mortgaged Flat, if any.

(15) THAT it is specifically agreed by the Society and its members that the floor plans annexed herewith as **ANNEXURE "C"** have been prepared on the basis of the prevailing Development Control Regulations and Building Bye-Laws of Nagpur City. In case the said rules and regulations are changed by the Government before approval of the said plans then the said Developer shall be entitled for revision in the said floor plans subject

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to condition that the Built-up area of new flats shall not be less / more than 2% than the Built-up area mentioned hereinabove. The projections of columns, beams or other structural elements shall not be treated as reduction in Built-up area. Similarly, the plans so revised have to be acceptable to the majority of the members of the Society, as per the provisions of guidelines of the Cooperative Department in this regard.

(16) THAT it is agreed that subject to force majeure, war, flood, enemy action, injunction from any Court or any prevention in law, the Developer shall commence and complete the construction of the proposed Multistoried Building within a period of 24 (Twenty four) Months from the date of receipt of Vacant Possession of the existing 6 (six) Flat Owners to the Developer in vacant condition.

In case of failure on the part of Developer to deliver actual physical possession of the said New Flats to the existing 6 members of the owner society in the completed condition as stipulated in this Agreement to the 6 (six) Members of Society within the said stipulated period of 24 (Twenty four) Months from the date of commencement of construction which shall be communicated by the Developer to the Owners Society and to the existing 6 (Six) Flat Owners, then under such circumstances the Owner Society shall grant a grace period of 6 (Six) Months. In case of non-completion of the building construction within the said total period of 30 (Thirty) Months, the Developer shall pay the enhanced Rent @ Rs. 25,000/- per month to the existing 6 Members till the date of receipt of possession of allotted Apartments. It is further specifically agreed by and between the parties hereto that after completion of the Building and submission of application for grant of Occupancy Certificate, if any delay is caused from the Planning Authority for grant of such Occupancy Certificate then such period of delay to the extent of additional Six Months shall be allowed to the Developer, subject to payment of rent till delivery of possession of new Flats.

(17) THAT the Owner Society agrees and undertakes that it shall not create any third party rights in respect of the said property and shall not do any act whereby the title to the said property of the Society may become defective/encumbered.

(18) THAT the Developer shall be on and from the date of execution of said Agreement of Development shall be entitled to proceed with the re-development of the said property and construction of the said new Multistoried building as stated herein above, subject to other provisions of this Agreement and the said Agreement of Development mentioned hereinabove and shall be entitled to do all acts, deeds, matters and things as may be necessary for development including the following rights and authorities.

(a) To get the said Project registered under the provisions of The Real Estate (Regulation and Development) Act, 2016.

(b) To issue advertisement in the newspaper and other media as may be deemed fit by the Developer announcing the redevelopment of the said

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society's buildings on the said Plot of land and to Allot the flats, Stilt parking spaces tenements etc. (excluding the 7 (Seven) Flats and 7 (Seven) Stack Covered Parking Spaces on Ground Floor provided to Members of the Owner Society).

(c) The Developer will be entitled to display its sign board on the site of the said land indicating thereby that the Developer is entitled to carry out the development of the said property simultaneously with the execution hereof.

(d) To enter upon and commence development of the said property by laying drainage line, water line, internal roads, providing Electricity, Telephone lines etc., and by construction of the buildings/s on the said Piece of land strictly in accordance with the plan/s and specification approved by the concerned local authority and exhibit their Board on the property;

(e) Be entitled to demolish the existing building containing of total 6 (Six) Flats therein and belonging to the existing members of the Society and more particularly set out in **ANNEXURE "A"** hereto. However such demolition shall be carried out by the Developer only on vacating the premises by the existing members, subject to receipt of the copy of Demand Note for sanction of Plan & Fire Department's approved plan.

(19) THAT the Developer hereby agrees and undertake to :

(a) Provide Sufficient Lighting arrangements to all common areas.
(b) Building shall be provided with 2 Lifts with battery backup.
(c) Fire Fighting Arrangement as per norms shall be provided.

(20) THAT the Owner Society hereby agrees and undertakes:

(a) to Sign all necessary Forms, Declarations, Papers, Documents etc., as may be required for obtaining various permissions and shall co-operate fully with the Developer to obtain the permissions from various Government and/or Semi Government Departments and Offices;

(b) to co-operate with and assist the Developer in obtaining necessary No Objection Certificates/Papers/Documents from the appropriate authorities required for the redevelopment of the said property and sign/cause to be signed all relevant documents/papers therefore;

(c) to execute/cause to be executed by all necessary parties all necessary documents, Power of Attorney authorizing Developer to execute all documents

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including agreement for sale/Allotment with flat purchasers in respect of remaining flats to be sold by the Deve oper;

(d) to sign and cause to be signed and executed by all necessary parties the necessary Plans anc applications and proposals to the concerned Municipal Corporation Nagpur and/or other authority or authorities for construction of the building/s and/or revived applications for the purpose of development and/or to transfer the said property to the name of the said Society. Such applications and proposals shall be submitted with such particulars and information as may be desired by the Developer and requirec by the concerned authority.

(21) THAT the Owner Society agrees and declares that all taxes, cesses, rates, outgoings in respect of the said property and up-to-date payment of MSEB, Water dues & charges shall be paid by the Society and existing Members till the time of handing over vacant possession of all Flats and the same shall be payable by the Developer from the date of receipt of possession for development, till completion of the New Building. However on and from the date of possession is offered to the members of the said Society, the members shall be liable to pay the taxes etc. in proportion to their respective premises. The parties agree to mutually indemnify each other in respect thereof.

(22) THAT the Developer shall not be entitled to and is expressly prohibited to sell/transfer/assign, dispose off, use or allowed to be used any part of the Residential Premises in the new building for any purpose other than the residential purpose and/or any anti social activities which will endanger and adversely affect the tranquility and peaceful social atmosphere in the Society premises.

(23) THAT the Owner Society hereby allows and permits the Developer to carry on the actual development of the said property immediately after receiving the vacant possession of the entire building for demolition and it shall be entitled to do so without any objection or interference from the said society or any person claiming through, from, by, under or in trust for it. The Owner Society shall co-operate with the Developer to facilitate development of the said property. Any legal claim or interest from the parent society (The Kanchan Co-op society) or others, in the said property other than the existing members shall be sorted out by Society well in good time at its own cost and any delay caused due to such impediment shall be excluded from the period of construction as agreed above.

(24) THAT the permission to commence and carry on the construction of the proposed multistoried buildings hereby grantec by the Owner Society is merely in the nature of a LICENCE and the same shall in no case be construed as actual delivery of possession within the meaning of Section 53(A) of the Transfer of Property Act, 1882.

(25) THAT, it is hereby specifically agreed and declared by the Owner Society that the Developer is solely liable and responsible for the demolition of the existing structures and

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retain the amount derived out of the said debris and/or any benefit available out of the said debris, the same shall belong to the Developer and the Owner Society and its Members shall not claim any such amounts from the Developer.

(26) THAT it is further specifically understood and agreed by and between the parties hereto that till the completion of the Project, the Developer shall be utilizing the entire F.S.I. available on the said property at present and the Developer shall be entitled to any further NMRCL FSI, TDR or any other benefit available to said plot of land or which may become available any time during the course of building construction activity. However after receipt of occupancy certificate of new proposed building, if any extra TDR, FSI increases than in such case the Owner Society shall have authority to use the same as per their choice.

(27) THAT the Developer shall be entitled to proceed upon sanctioning of plan with the development of the said property and the construction of the Building on the said Plot of land in accordance with the plans in respect thereof as may be got approved by the Developer in due consent of the PMC and also in accordance with the rules and regulations of the concerned Nagpur Municipal Corporation/Nagpur Improvement Trust /NMRCL and other concerned authorities and the Development Control Rules. The Developer shall throughout hereafter and always save harmless and keep indemnified the Owner Society, its Members and their respective estates and effect of, from and against all actions, suits, costs, charges, expenses, damages, fines, penalties etc., resulting on account of any act or omission or any breach on the part of the Developer in developing the said property or any part thereof, of any rules, regulations terms or conditions or otherwise.

(28) THAT with the prior permission of the Society, the Developer will be entitled to modify the approved Building Plans as it deem fit at its own costs, charges and expenses provided the modifications are within or as per the provisions of the scheme plan approved by the Owner Society. The Developer shall pay all the fees of the Architects and R.C.C. and/or any other Consultant appointed by it for the development of the entire said property.

(29) THAT the Owner Society/Members shall separately execute a General Power of Attorney empowering and authorizing the Developer to sign/execute various Agreements / Transfer Deeds / Deed of Allotments etc. in favour of the existing Members as well as prospective Purchasers/Buyers on its behalf and also to carry out and observe all the obligations on its part herein contained or otherwise required by law and to do all things necessary to complete the transfer of the property hereby agreed to be developed/sold. However, the Owner Society/Members shall not incur any monetary responsibility arising out of the nomination of the Attorney.

(30) THAT, the Developer shall be fully entitled to carry out at its own costs, charges and expenses in all respects all or any items of work for development of the said property

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including laying of drainage, cables, water pipes and other connections and lighting of roads and other items as per the terms and conditions imposed by the Nagpur Municipal Corporation / Nagpur Improvement Trust, while sanctioning the Building Plans of the proposed scheme and the said plans and other items of works as may be required to carry out for the purpose of making the said property fit for construction of building and structures therein. All finances for completion of the said items of works shall be provided and borne and paid by the Developer alone.

(31) THAT the Developer shall be at liberty to allot the 13 (Thirteen) Flats along with Stack Covered parking spaces on Ground Floor in the said proposed Building at such price and on such terms and conditions and provisions as the Developer may think fit and any terms which may be imposed by any authority or authorities. All such allotments shall, however, be made by the Developer at its own costs and account and at its risk, the intention being that the Developer shall alone be liable and responsible to such party or parties in connection with all dealings between the Developer and such party or parties. The said Flats shall be transferred/sold by the Developer by executing and registering Tripartite Agreement. The prospective buyers/purchasers shall become the Members of the Owner Society.

(32) THAT it is agreed by the Developer that from the date of receipt of possession for development till completion of the New Building, the Developer shall pay and discharge all taxes, and outgoings including Corporation Taxes and all other charges, rates, cesses, taxes that may be levied by any Public Body or authorities in respect of the said property. In the event of the Developer paying any refundable deposits to the Nagpur Municipal Corporation and other concerned authorities in the course of the development of the said property in the name of the Owner Society, the Developer shall be entitled to the refund of such deposit in its own name. To enable the Developer to obtain the refund the Owner Society shall sign or execute all such writings as may be required by the Developer in that behalf, without raising any objection or requisition in that behalf. The members shall get the individual MSEB meter permanently disconnected by making its final payment before handing over possession.

(33) THAT it is specifically understood and agreed by the Developer that the entire development work shall be carried out by it at its own risk, costs and expense. It shall bear and pay the Bills of the suppliers of building materials, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work as also all other costs, charges and expenses that may be incurred in regard to the development work. The Owner Society shall not be responsible for such payments.

(34) THAT it is also specifically agreed by the Developer that all the costs, whatsoever, required to be incurred for, approval of plans, occupancy permit etc. from Nagpur Municipal Corporation and/or Nagpur Improvement Trust and/or Fire Brigade, shall be borne by the Developer. The Society shall not be responsible for payment of any

of such costs. However, any liability arising out of the redevelopment of society building by way of unearned income shall be borne and paid by the Society at all the time in future. The Society shall also obtain permission from DDR Co Op societies, Nagpur for inclusion of additional members by effecting the necessary amendment in its bye laws, well in good time. The Rules, Regulation and Bye-laws of the Society shall always remain binding upon the additional Members/New Allottees.

(35) THAT the Developer shall always indemnify and keep indemnified the Owner Society and its Members against all losses, damages, costs, charges expenses that will be incurred or suffered by the Society on account of or arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by third party in respect of such construction or otherwise howsoever. The Owner Society shall not be responsible for such payment of any compensation.

(36) THAT, the prospective Purchasers of the Built-up premises in the new buildings shall be inducted as members of the Society after completion of necessary formalities as required under the bye-laws of the Society and MCS Act, 1960. In addition to the above each of the new members shall pay the One Time Corpus / Maintenance Deposit for the Residential Premises to the society.

However it is obligatory on the Part of the old and New Member that she/he/they shall pay the One Time Corpus / Maintenance Deposit well before taking over possession of the said Flat in the said Scheme and only upon payment of said sum the Developer shall execute Deed of Allotment. Upon handing over the Flats to the existing Members and the New Members, if any unsold Flat remains to be allotted/transferred, then for a period of 2 (Two) years No Maintenance charges shall be payable by the Developer. However after completion said period, regular maintenance charges shall be payable by the Developer for the unsold Flats.

The Developer shall pay and deposit a sum of Rs. 15,00,000/- (Rupees Fifteen Lakh Only) on completing the construction of the said buildings with the Owner Society towards One Time Corpus / Maintenance Deposit towards Maintenance for the existing 6 Members, who have retained the Flats. The new members / prospective buyers will be therefore required to pay the One Time Corpus / Maintenance Deposit in that proportion only. In addition to the said Maintenance Fund each of the existing 6 Members as well as the New Members shall pay Monthly Maintenance Charges for her/his respective Flats in the following manner. The interest on Maintenance Fund and Monthly Maintenance Charges shall be treated as Members contribution towards the monthly maintenance of the Building.

(37) THAT, the Developer shall be entitled to store building materials at site. The Developer shall be entitled to construct temporary structures for the storage of material. The Developer can construct temporary site Office and also premises for

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workers to stay there on site during the period of construction only.

(38) THAT, the proposed new Building will be the property of the Society and the 7 (Seven) Flats shall be allotted to the said Old Members as mentioned hereinabove, whereas, the remaining 13 (Thirteen) Flats proposed to be constructed in the said Multistoried Building shall become allocable to the prospective buyers to be nominated by the said Developer, and such buyers shall become Members of the Owner Society after completion of necessary formalities as required under the provisions of the Maharashtra Co-operative Societies Act, 1960.

(39) THAT it is agreed by and between the parties hereto that stamp duty and registration charges of and incidental to the said Development Agreement and the out-of-pocket expenses relating thereto shall all be borne and paid by the Developer alone and those in respect of the Agreement of Allotment to be executed with 6 (Six) Members of the Society with regard to the Flats to be retained by the existing members of the Owner Society.

(40) THAT during the course of building construction i.e. prior to obtaining the Occupancy Certificate and registration of Deed of Allotment, if any of the existing Member/Allottee transfer/assign he/his/their rights relating to the Allotted Flat, then the same shall be subject to payment of Society Transfer Fee, Stamp Duty, GST and other Taxes etc.

(41) THAT the parties hereto shall do and execute such further acts, deeds, matters and things which are reasonably required by the other party as being necessary desirable or proper to fully and effectively implement this Agreement of Redevelopment.

(42) THAT it is further agreed and understood by and between the aforesaid parties that the provisions of Maharashtra Co-operative Societies Act, 1960 and Rules, 1961 as amended from time to time shall be applicable to this Agreement of Redevelopment.

(43) THAT the Developer hereby agrees to pay GST as may be levied by the Government of Maharashtra or Union Government or Local Government/Body on transfer of land, cost of construction and/or wages paid therefore and shall always keep the Owner Society indemnified against the same during the period of redevelopment. The GST as may be applicable on the redevelopment of building on the flats retained by the members of the Owner Society shall be borne and paid by the Developer.

(44) THAT in accordance with the provisions of Real Estate (Regulation and Development) Act, the Defect Liability Period shall be applicable to the Developer from the date of completion of the flats.

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(45) THAT, the Owner Society hereby allowed and permitted the Developer to obtain/borrow the Project Finance for the aforesaid proposed scheme/project from any Financial Institution and mortgage the said property to it by way of security for the repayment of loan only against the Security of Apartments available with the Developer, if desired (excluding the Flats allotted to existing Members). However the responsibility of repayment of the said loan Togatherwith an interest accrued thereon shall be the Developer alone and the Owner Society and Existing Members shall not be responsible for the aforesaid loan amount and interest and other charges payable thereon.

(46) THAT the Developer hereby assures that it shall always indemnify the Owner Society and its Members against any monetary liability in respect of any Agreement that may be entered into by the Developer with prospective buyers and also in respect of violation of Building rules and Regulations for the time being in force and including also any Civil/Criminal liabilities or in respect of labour laws etc. arising out of this transaction

(47) THAT it is clearly agreed and understood by the Developer that the provisions of Maharashtra Ownership Flats (Regulation of the promotion of Construction, management and transfer) Act, 1963, as may be amended from time to time shall be applicable to the proposed Building of the Owner Society.

(48) THAT all the proposed Flats shall be used for the purpose of residence only.

(49) THAT all expenses on account of preparation of this Agreement of Redevelopment including the cost of Stamp Duty and Registration Fees payable thereon and Lawyer's Fees have been agreed to be borne and paid by the Developer.

SCHEDULE OF PROPERTY
TO BE DEVELOPED

ALL THAT Place and Parcel of land bearing Plot No. R-7 out of the sanctioned layout containing by admeasurement 743.21 Sq. Mtrs. (OR 8000 Sq. Ft.), [as per city survey records 7951 Sq.Ft. (i.e. 738.70 Sq. Mtrs.)] being a portion of the entire land bearing Kh. No. 7/2, 4/1, 2, 6/3 & 4 of MOUZA – AJNI, P.S.K. 9, bearing City Survey No. 344 and Sheet No. 34, situate at Laxmi Nagar, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 75 in Tahsil and District – NAGPUR and bounded as follows that is to say :-

ON THE EAST	:	**BY PLOT NO. R-6,**
ON THE WEST	:	**BY PLOT NO. R-8,**
ON THE NORTH	:	**BY PLOT NO. R-16,**
ON THE SOUTH	:	**BY 12 MTRS. WIDE ROAD .**

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IN WITNESS WHEREOF the OWNER, DEVELOPER and the EXISTING MEMBERS hereinabovenamed have fully examined and read over this AGREEMENT OF REDEVELOPMENT before execution and the same is drafted as per their own say & instructions and the contents whereof are found to be true, correct and hereby signed the same, without any coercion, undue influence, threat, intoxication, misrepresentation and fraud of any kind, at NAGPUR in presence of the attesting witnesses signing as such on the day first above written.

Drafted by Sandeep Shastri, Advocate, at the instruction of parties to this Deed.

SL. NO.	FINGER PRINT (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	SIGNATURE & FULL NAME
01			FOR KANCHANGANGA FLAT OWNERS CO-OPERATIVE HOUSING SOCIETY LIMITED, NAGPUR 1) (SHRI. SHASHIKANT MUKUND MUNDLE) Hon. President
02			2) (SHRI. SHASHIKANT VASANTRAO DALAL) Hon. Secretary OWNER SOCIETY
03			FOR VALUABLE BUILDCON LLP (SHRI. SHRINIWAS SHRIDHAR WARNEKAR) Authorised Partner DEVELOPER

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FOR VALUABLE BUILDCON LLP

(SHRI. SUMANT KAMALAKAR MUNDLE)
Authorised Partner
DEVELOPER

05  

Sau. V. V. Tak

(SMT. VAUNDHARA VIJAY TAK)

06  

2)

(SMT. KUNDA ANIL KARVE)

07  

3)

(SHRI. ~~GIRISH~~ DATTATRAYA KATHIKAR)
~~As Constituted Attorney of~~
~~SHRI. DATTATRAYA GOVINDRAO KATHIKAR~~

08  

4)

(SHRI. SHASHIKANT MUKUND MUNDLE)

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09			5) (SMT. ROHINI SHASHIKANT OKE)
10			6) (SHRI. SHASHIKANT VASANTRAO DALAL) EXISTING OWNERS
WITNESSES :			
I			WITNESS NO. 1
II			WITNESS NO. 2

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ANNEXURE "A"

LIST OF EXISTING FLAT OWNERS – EXISTING MEMBERS

SR. NO.	NAME OF ALLOTTEE	FLAT NO.	FLOOR
(1)	SMT. VASUNDHARA VIJAY TAK	A-1	GROUND
(2)	SMT. KUNDA ANIL KARVE	A-2	FIRST
(3)	SHRI. DATTATRAYA GOVINDRAO KATHIKAR	B-1	GROUND
(4)	SHRI. SHASHIKANT MUKUND MUNDLE	B-2	FIRST
(5)	SMT. ROHINI SHASHIKANT OKE	C-1	GROUND
(6)	SHRI. SHASHIKANT VASANTRAO DALAL	C-2	FIRST

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ANNEXURE "D"

LIST OF ALLOTMENT OF NEW FLATS TO EXISTING MEMBERS

Sr. No.	NAME OF ALLOTTEE	FLOOR	RERA CARPET AREA (SQ. MTRS.)	BUILT-UP AREA AS PER SUBMISSION PLAN (SQ. MTRS.)	BUILT-UP AREA INCLUDING FREE FSI (SQ. MTRS.)
(1)	SMT. VASUNDHARA VIJAY TAK	SEVENTH	89.427	140.675	152.528
(2)	SMT KUNDA ANIL KARVE	NINETH	89.427	140.675	152.528
(3)	SHRI. DATTATRAYA GOVINDRAO KATHIKAR	SIXTH	89.427	140.675	152.528
(4)	SHRI. SHASHIKANT MUKUND MUNDLE	SECOND	89.427	140.675	152.528
(5)	SMT.ROHINI SHASHIKANT OKE	FIRST	80.643	104.690	108.660
		FIRST	80.643	104.690	108.660
(6)	SHRI. SHASHIKANT VASANTRAO DALAL	FIFTH	89.427	140.675	152.528

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पुनर्विकास करारनामा अभि.नि. प्रकरण क्र. ५८/२०२३

सादर :-

विषय :- मुल्यांकन अहवाल

मौजा - अजनी, सि.स.न.- ३४४, शिट क्र.- ३४, भूखंड क्र.- R-७

अभिनिर्णय प्रकरणी दर्शनीऐवजानुसार उपलब्ध माहीती :-

१) लिहून देणार :- श्रीमती वसुंधरा विजय टाक व इतर ५ सदनिका धारक

२) लिहून घेणार : valuable buildcon LLP तर्फे श्री श्रीनीवास वारनेकर व इतर १

३) लिहून घेणारा पक्ष संस्था / कंपनी आहे काय - होय (डेव्हलपर)

४) दस्ताचा प्रकार :- पुर्नविकास करारनामा

५) दस्त निष्पादित आहे / नाही :- नाही

६) दस्तातील एकून भुखंड क्षेत्रफळ :- ७४३.२१० चौ.मी.

७) कॉर्नर भुखंड आहे काय ? - नाही

८) हायवे सन्मुख आहे काय ? - नाही

९) दस्तात दर्शविलेला मोबदला - अंकी :- निरंक

१०) पुर्नविकास करारनामानुसार विकसक
जमीन मालकाला देत असलेला मोबदला / रक्कम - निरंक

११) पुर्नविकास करारनामा नुसार विकसक
जमीन मालकाला देत असलेले सदनिका क्षेत्र - एकुण ७ सदनिका (१५२.५२८ * ५ + १०८.६६ * २ = ९७९.९६० चौ.मी बिल्ट अप एरीया)

१२) TDR नमुद आहे काय ? - होय

१३) डिपॉझिट रक्कम नमुद आहे काय ? - नाही

१४) विकसक जमीन मालकाला किराया रक्कम देणार आहे काय ? - होय (१७,००० / month for ३० months)

१५) वर्ष २०२२-२३ चे बाजारमुल्य दर तक्त्यानुसार
मुल्य विभाग क्र.१९.३१३ /३४, जमीन दर रु. ५३४४०/- प्र.चौ.मी. पृष्ठ क्र. ५३१,५३२
बांधकाम दर रु. २६,६२०/- प्र.चौ.मी. (RCC)

१६) इतर बाबी -
एकुण ७ सदनिका सोसायटी ला देणार.

१७) बाजारमुल्य तक्त्यातील दरानुसार अंमलबजावणी सुचना क्र. २८ चे अनुषंगाने होणारे मुल्यांकन आकडेवारी

FSI calculations:

सोबत architect certificate regarding permissible FSI संलग्न आहे. त्यानुसार व UDCPR नुसार

Basic FSI - ८१२.५७ sq.mt.(१.१)

Premium FSI - ३६९.३५ sq.mt.(०.५)

TDR FSI - ४८०.१५५ sq.mt.(०.६५)

Ancillary FSI - ९९७.२४५ sq.mt. (६० percent of above)

Total FSI/ Built up area - २६५९.३२ sq.mt.

नगन – ४
३२४९ / २०२३
२५० / ६८

(अ)सोसायटी / सभासदांना मिळणा-या मोबदल्याचे खालीलप्रमाणे एकूण मूल्य	
i) सोसायटीस / सभासदास सदनिका / इतर गाळे स्वरुपात मिळणारे एकूण बांधकाम क्षेत्राचे नविन बांधकाम दरानुसार येणारे मूल्य = १७९.९६० * २६६२० = २,६०,८६,५३६/-	
ii) सोसायटीस मिळणारे सुविधा क्षेत्र, क्लब हाउस, ऑफीस इत्यादी एकूण बांधकाम क्षेत्राचे नवीन बांधकाम दरानुसार येणारे मूल्य = parking चे मुल्य -(२.० + १२.५) * ७ *२६६२० * ०.२५ = ६,७५,४८३/- (As per UDCPR १२.५ sq.mt per car, २.० sq.mt. per two wheeler)	
iii) सोसायटीस बांधकामाव्यतिरिक्त मिळणारा रोख मोबदला ९०,००,०००/- Inconvinience charge	
iv) विकसनकर्त्याने सोसायटीस दिलेले डिपॉझिट वरील प्रकल्प पूर्ण होईपर्यंतच्या कालावधीचे व्याज ६ % दराने सरळ व्याज - निरंक (दस्तात नमूद नाही.)	
v) सोसायटी / सभासदांना देण्यात येणारे सोसायटी कॉर्पस फंड = १५,००,०००/-	
vi) सभासदांसाठी दयावयाच्या तात्पुरत्या निवासाचे दस्तात नमुद कालावधीचे भाडे = १७,०००/month * ३० month * ६ member = ३०,६०,०००/-	
vii) सभासदांसाठी देण्यात येणारे शिफ्टींग चार्जेस - निरंक (दस्तात सभासद स्वत: शिफ्टिंग करण्याचे नमूद आहे.)	
viii) सभासदांसाठी तात्पुरते निवास उपलब्ध करुन देणेसाठी द्यावयाचे ब्रोकरेज निरंक (दस्तात नमूद नाही.)	
ix) सोसायटी / सभासदांना मिळणा-या एकूण बांधकाम क्षेत्राचे विकास शुल्क (MRTP Act, १९६६ नुसार) = १७९.९६ * ५३४४० * २ % = १०,४७,३८२/-	
x) सोसायटी / सभासदास जुन्या इमारतीमधील विदयमान बांधकाम क्षेत्रापेक्षा जास्तीचे मिळणारे बांधकाम क्षेत्रावर जमीन दराच्या ३० % येणारे मूल्य. (फंजीबल प्रिमीयम, टि.डी.आर. प्रिमीयम .एफ.एस.आय. इ. चा विचार करुन.) = (१७९.९६ - ४९२.७२) * ५३४४० * ०.३ = ४८७.२४ * ५३४४० * ०.३ = ७८,११,४३२/- (दस्तात जूने क्षेत्र नमूद - ८२.१२ * ६ = ४९२.७२ sq. mt.)	
xi) नमूद मुदयाव्यतिरिक्त विकसनकर्त्या मार्फत ज्या अन्य कोणत्या जबाबदा-या पार पाडल्या जाणार आहेत त्याचे दस्तामध्ये नमूद असल्यास ते मूल्य - निरंक	



शेरा

(ब) विकसनकर्त्याला मिळणा-या हिस्स्याचे दस्तात नमुद बांधकाम क्षेत्राचे जमीन दराने मूल्य वजा खर्च

एकूण बांधकाम क्षेत्र (architect certificate नुसार) = २९६२.८२४ sq.mt.)
विकसन कर्त्याचे हिश्याचे बांधकाम क्षेत्र = (२९६२.८२४ - ९७९.९६) = १९८२.८६४ sq.mt.
मुल्य = १९८२.८६४ * ५३४४० = १०,५९,६४,२५३/-
वजा FSI चा खर्च -
१.Premium fsi value = ३६९.३५ * ५३४४० * ०.३५ = ६९,०८,३२२/-
२.TDR fsi value = ४८०.१५५ * ५३४४० * ०.३ = ७६,९७,८४४/-
३.Ancillary fsi value = ९९७.२४५ * ५३४४० * ०.१ = ५३,२९,२७७/-
एकुण खर्च = १,९९,३५,४४४/-
विकसन कर्त्याचे हिश्याचे मूल्य = १०,५९,६४,२५३/- वजा १,९९,३५,४४४/- = ८,६०,२८,८०८/-
+ ६५,००,००० (owner developer ला cash देत आहे.)
एकूण मुल्य - ९,२५,२८,८०८/-

Tip- As per UDCPR
premium fsi value @ ३५% of ASR Rates
Ancillary fsi value@ १०% of ASR Rates

उपरोक्त १७ अ व १७ ब किंवा दस्तात नमूद मुल्य यापैकी जास्तीचे येणारे मुल्य :-

अ) सोसायटी / सभासदांना मिळणा-या सोयसुविधांचे मूल्य (१७ अ i ते xi चे एकत्रित मुल्य) = २,६०,८६,५३६/
+६,७५,४८३/- + ५०,००,०००/- + ५५,००,०००/- + ३०,३०,०००/- + १०,४७,२८२/- + ७८,९९,४३२/
= ४,९२,८०,८३९/-
ब) विकसनकर्त्याला मिळणा-या हिस्याचे मूल्य (१७ ब) – ९,२५,२८,८०८/-
क) दस्तात नमुद मूल्य = निरंक/-

करारनाम्यात निश्चित होत असलेले एकुण मुल्य = १७ ब - = रु. ९,२५,२८,८०८/-
(अ, ब व क पैकी जास्त)

सहायक नगरस्चनाकार

दिनांक: २९/०३/२०२३

मान्य / अमान्य

सह जिल्हा निबंधक वर्ग-१
तथा मुद्रांक जिल्हाधिकारी
नागपूर शहर

नगन – ४
३२९९ / २०२३
२९/०४




नगन – ४
32८८ / २०२३
30 / 07

CHALLAN
MTR Form Number-6

GRN	MH018072109202223P	BARCODE		Date	31/03/2023-15:01:07	Form ID	

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Non-Judicial Stamps Duty on doc Voluntarily brought for Adjud IGR RoM	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NPJ1_JT DISTRICT REGI NAGPUR URBAN	Full Name	VALUABLE BUILDCON LLP
Location	NAGPUR		
Year	2022-2023 One Time	Flat/Block No.	-
Account Head Details	Amount In Rs.	Premises/Building	
0030051701 Amount of Tax	4626450.00	Road/Street	MOUZA AJNI
		Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 2 2
		Remarks (If Any)	JOINT DISTRICT REGISTRAR NAGPUR URBAN ADJ CASE 58/2023
Total	46,26,450.00	Amount In Words	Forty Six Lakh Twenty Six Thousand Four Hundred Fifty Rupees Only

DEFACED ₹4626450.00 DEFACED

Payment Details	SBIEPAY PAYMENT GATEWAY	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	10000502023033111852	5355261612040
Cheque/DD No.		Bank Date	RBI Date	31/03/2023-15:03:14	Not Verified with RBI
Name of Bank		Bank-Branch		SBIEPAY PAYMENT GATEWAY	
Name of Branch		Scroll No., Date		Not Verified with Scroll	

Department ID : Mobile No. : 9422803904

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.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1		0008835693202223	31/03/2023-17:26:46	IGR377	4626450.00
			Total Defacement Amount		46,26,450.00

नागन – ४
32 ई / 2023
39/62

THE JOINT SUB REGISTRAR CLASS-2, नागपुर-२

Print Date 31-03-2023 05:26:49

महाराष्ट्र शासन
सह जिल्हा निबंधक वर्ग-१ तथा मुद्रांक जिल्हाधिकारी, नागपूर शहर
३रा माळा, ए-विंग, नविन प्रशासकीय ईमारत क्र.-२, विभागीय आयुक्त कार्यालय परिसर,
सिव्हील लाईन्स, नागपूर-४४०००१.
दुरध्वनी क्रमांक :- [०७१२] २५३८७८० Mail I'd :- jdr.nagpurcity@igrmaharashtra.gov.in

जा.क्र./का.-७/आदेश/अ.प्र.क्र.-५८/२०२३/ १६५९ /२०२३ दिनांक :- ३० /०३/२०२३.

अभिनिर्णय प्रकरण क्रमांक :- ५८/२०२३

-: अभिनिर्णय :-

****

विषय :- महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ३१ खाली दस्तऐवज अभिनिर्णित [Adjudication] करणे बाबत.

संदर्भ :- आपला दिनांक २७/०३/२०२३ रोजीचा अभिनिर्णय मिळण्याबाबतचा अर्ज.

आपण विषयांकीत अर्जासोबत दाखल दस्ताचे प्रारुप / निष्पादित न केलेला दस्त, त्यासोबत दाखल केलेले पुरक कागदपत्रे व आपले म्हणणे यांचे आधारे या प्रकरणात खालील प्रमाणे अभिनिर्णय कळविण्यात येत आहे.

अभिनिर्णय :-

अभिनिर्णयाकरिता या कार्यालयाकडे दाखल कलेले कागदपत्रे, पुरावे व दस्ताचे प्रारुप / निष्पादित नसल्यामुळे दस्तावर अभिनिर्णय खालील प्रमाणे कळविण्यात येत आहे.

सदरच्या संलेखातील मिळकत ही मौजा अजनी, तह. नागपूर शहर, जि. नागपूर, येथील वार्ड क्र. ७५, प. ह. नं. १, खसरा क्र. ७/२, ४/१, २, ६/३ व ४, शिट क्र. ३४, न. भु. क्र. ३४४ मधील भुखंड क्र.-आर.-७ ची एकुण आराजी ७४३.२१ चौ. मी. [८,०००.०० चौ. फु.] इतके आहे.

सदर प्रकरणी दाखल दस्त हा पुर्न:विकसन करारनाम्याचा आहे. त्यातील मिळकतीचे योग्य मुल्यांकन करुन मिळणेबाबत अर्जदार यांनी विनंती केलेली आहे.

सदर प्रकरण या कार्यालयाचे सहाय्यक नगर रचानकार यांचेकडे मुल्यांकनाकरिता पाठविण्यात आले. त्यानुसार सहाय्यक नगर रचनाकार यांनी दिनांक २९/०३/२०२३ रोजी मुल्यांकन अहवाल सादर केलेला असुन, सन २०२२-२३ चे वार्षिक मुल्य दर तक्त्यातील दर गृहीत धरुन अभिनिर्णय प्रकरण क्र. ५८/२०२३ मध्ये नमुद स्थावर मिळकतीचे [अ] सोसायटीच्या सभासदांना मिळणा-या मोबदल्याचे मुल्य (मुल्यांकन अहवालातील १७(ब)(१) ते (११) यांची बेरिज) चे मुल्य रुपये ४,९१,८०,८३१/- इतके व [ब] विकसनकर्त्याला मिळणा-या हिश्याचे मुल्य (मुल्यांकन अहवालातील १७ ब) चे मुल्य रुपये ९,२५,२८,८०८/- इतके आणि [क] दस्तात नमुद असलेले मोबदला मुल्य रुपये निरंक नमुद आहे. मा. नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, महाराष्ट्र राज्य, पुणे यांचे परिपत्रक क्र. ३५१, दिनांक ३१/०३/२०१८ मध्ये उपरोक्त [अ], [ब] व [क] पैकी जास्तीचे येणारे मुल्य पुर्न:विकसन करारनामा संलेखाचे बाजारमुल्य समजून मुद्रांक शुल्क आकारण्यात यावे असे निर्देश असल्याने, [ब] विकसनकर्त्याला मिळणा-या हिश्याचे मुल्य रुपये ९,२५,२८,८०८/- समजा रुपये ९,२५,२८,८०८/- इतके निश्चित करण्यात येत आहे.

नगन-8
3284 2023
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वरिल प्रमाणे स्थावर मालमत्तेचे निश्चित केलेले बाजारमुल्य रुपये ९,२५,२९,०००/- एवढ्या मुल्यावर महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे अनुच्छेद ५ (ग-अ) [वाचा-२५ (ब) (१)] मध्ये मोडत असल्याने त्यास ५% प्रमाणे रुपये ४६,२६,४५०/- इतके मुद्रांक शुल्क देय आहे. मुळ संलेखास रुपये निरंक चे मुद्रांक शुल्क दिलेले असल्याने आता अभिनिर्णयाकरिता दाखल संलेखास रुपये ४६,२६,४५०/- इतके मुद्रांक शुल्क देय आहे. सबब अभिनिर्णय देण्यात येत आहे.

१] उक्त प्रमाणे मुद्रांक शुल्क शासन जमा केल्यानंतरच सदरचा संलेख कलम ३२[१][ब] खाली प्रमाणित करुन देण्यात येईल.

२] सदर अभिनिर्णय देण्यात आलेल्या संलेखामध्ये काणत्याही प्रकारचे फेरबदल / खडाखोड करता येणार नाही.

३] हा अभिनिर्णय महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ५३ (अ) खालील तरतुदीचे अधिन राहुन देण्यात येत आहे. या अभिनिर्णयानुसार आपले संलेखावर निश्चित केलेले **मुद्रांक शुल्क मान्य नसल्यास** आदेश मिळाल्याचे दिनांकापासून ६० दिवसांमध्ये विहित अपील फी शासन जमा करुन मा. मुख्य नियंत्रक महसुल प्राधिकारी, महाराष्ट्र राज्य, पुणे यांचेकडे महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ५३(१-अ) अन्वये आपणास अपिल दाखल करता येईल.

४] महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम २८ मध्ये नमुद केल्याप्रमाणे मुद्रांक शुल्क / मुल्यांकन आकारणीस पात्र असलेल्या शुल्काच्या रक्कमेवर ज्याचा परिणाम होईल असे प्रतिफल सर्व तथ्थ व परिस्थिती याबाबी संलेखात पुर्ण पणे व खरेपणाने नमुद केलेल्या आहे असे अर्जदारांनी प्रतिज्ञापत्राद्वारे खात्री करुन दिली आहे. कलम २८ चे तरतुद संबंधी अर्जदार यांनी अनुपालन न केल्यास कलम ६२ अन्वये शास्तीची कार्यवाही करणेचे अधिन राहुन आदेश देत आहे.

५] कलम २८ चे अनुपालन न केल्याचे भविष्यात निदर्शनास आल्यास महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ४६ व महाराष्ट्र जमिन महसुल संहिता १९६६ अन्वये शास्तीसह मुद्रांक शुल्क वसुल करणेचे अधिन राहुन आदेश देण्यात येत आहे.

६] उपरोक्त आदेशातील **मिळकतीचे बाजारमुल्य मान्य नसल्यास** आदेश मिळाल्याचे दिनांकापासून ६० दिवसांमध्ये विहित अपील फी शासन जमा करुन मा. नोंदणी उपमहानिरीक्षक व मुद्रांक उपनियंत्रक, नागपूर विभाग, नागपूर यांचेकडे महाराष्ट्र मुद्रांक अधिनियम, १९५८ चे कलम ३२(ब) अन्वये अपिल दाखल करता येईल.

उपरोक्त दिलेल्या अभिनिर्णयानुसार आपण प्रस्तावित दस्तास देय ठरणारे मुद्रांक शुल्काची रक्कम ई-चलानद्वारे शासन जमा करावी.

उक्त रक्कमेचा भरणा ग्रासप्रणालीच्या https://gras.mahakosh.gov.in/echallan/frmIndes.php/ किंवा https://gras.mahakosh.gov.in/igr/ या संकेतस्थळावर जावून **NPJ1_JTDISTRICT REGI NAGPUR URBAN** या कार्यालयाचे नावे मुद्रांक शुल्काची रक्कम **००३००५१७०१** या संगणकीय लेखाशिर्षात करावा व त्याबाबतची ई-चलान या कार्यालयास सादर करावी.

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[सं. आ. तरासे]
मुद्रांक जिल्हाधिकारी,
नागपूर शहर.

प्रति,
मे. व्हॅल्युएबल बिल्टकॉन एल. एल. पी., नागपूर.
कार्या. पत्ता-८३, आशिवाद, अभ्यंकरनगर,
नागपूर-४४००१०

B

ANNEXURE "B."

-: महाराष्ट्र शासन :-
उपनिबंधक सहकारी संस्था नागपूर शहर-1 यांचे कार्यालय
भुविकास बँक कॉम्प्लेक्स,दुसरा माळा, गणेशपेठ नागपूर-32
जा.क.उपनिश-1/विवगन/पुर्नविकास/मंजुरी/5460/2022 दि.21/11/2022

प्रति,
अध्यक्ष/सचिव
कांचनगंगा फ्लॅट ओनर्स को-ऑप
हाउसींग सोसा. लि. नागपूर

विषय :1)महाराष्ट्र शासन,सहकार पणन व वस्त्रोद्योग विभाग यांचे शासन निर्णय क.संगृयो/2018/प्र.क.85/14-स/दि.04/07/19
2)संस्थेनी या कार्यालयास सादर केलेला पुर्नविकासाबाबतचा प्रस्ताव दि. 03/11/22
3)या कार्यालयाचे पत्र जा.कउपनिश-1/नियमन/पुर्नविकास/प्राधिकृत/5365/ /2022 दि.07/11/22
4)संस्थेचे या कार्यालयास प्राप्त पत्र जा.क.निरंक दि.14/11/2022
5)प्राधिकृत अधिकारी यांनी सादर केलेला दि.13/11/22 रोजीचे सभेचा अहवाल दि.14/11/22

आपले लक्ष उपरोक्त विषयाकडे वेधण्यात येत आहे.

आपण उपरोक्त संदर्भ क्र.2 अन्वये कांचनगंगा फ्लॅट ओनर्स को-ऑप सोसा. लि. नागपूर या संस्थेचा लक्ष्मीनगर नागपूर येथील इमारतीचा पुनर्विकास प्रकल्पास मंजुरी मिळणेबाबत प्रस्ताव सादर केलेला आहे.

सदर प्रस्तावाचे अवलोकन केले असता, संस्थेच्या जागेवरील ईमारतीत एकुण 06 गाळे हे बरेच जुने झालेले असुन सदर ईमारतीची रचना सुध्दा जुन्या पध्दतीची असल्याने सर्व सभासदांचे ईच्छेनुसार संस्थेच्या संचालक मंडळाने संस्थेचे पुनर्विकास करणेबाबत विविध सभेतील ठराव पारीत करुन संस्थेचा प्रोजेक्ट रिपोर्ट तयार करून सदर अहवाल व संस्थेच्या ईमारतीच्या अवस्थेवर चर्चा करणेकरिता संस्थेने दि.19/09/22 रोजी विशेष सर्वसाधारण सभा आयोजीत केली. व त्यात चर्चा करण्यात आली.त्यावर संस्थेच्या ईमारतीचे पुर्नविकास करणेबाबत सर्व सभासदांनी संमती दिली.तसेच विविध विकासक यांचेकडुन पुर्नविकास संबंधी संपर्क साधने व प्रस्ताव मागविण्याचे अधिकार संचालक मंडळास दिले व सदर ठराव सर्वानुमते पारीत करण्यात आला. विहीत मुदतीत 4 विकासकांनी 1) ए.ए. कन्सट्रक्शन 2) गुरुमुर्ती कन्स्ट्रक्शनस 3) व्हॅल्युएबल बिल्डकॉन एल.एल.पी 4)रघुकुल कन्स्ट्रक्शन प्रा.लि. नागपूर यांनी संस्थेस भेट देवून संस्थेच्या पुर्नविकासासंबंधी अटी व शर्ती संबंधी चर्चा करुन बंद लिफाफ्यात निविदा संस्थेकडे सादर केल्या.

प्राप्त निविदावर चर्चा करुन पुर्नविकासा करिता एका विकासकाची निवड करणेकरिता दि.27/08/2022 रोजी विशेष आमसभा आयोजीत करण्यात आली. व त्याकरिता संस्थेनी त्यांचे वाचा क्र.2 चे पत्रानुसार विशेष आमसभेस उपस्थित राहणेकरिता या कार्यालयामार्फत प्राधिकृत अधिकारी नियुक्त करणेबाबत विनंती केली.

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"..." ANNEXURE

संस्थेने वाचा क.2 चे पत्रानुसार तसेच संदर्भ क.1चे शासन निर्णयानुसार विकासकाची निवड करण्याकरिता व निविदा अंतीम करणेकरिता आयोजीत करण्यात येणा-या दि.13/11/22 रोजीचे विशेष आमसभेत उपनिबंधक सहकारी संस्था नागपूर शहर-1या कार्यालयातील प्राधिकृत अधिकारी श्री.सी.ए.बोदड सहकार अधिकारी श्रेणी-1 यांची वाचा क.3 अन्वये नियुक्ती करण्यात आली.

दि.13/11/22 रोजीचे विशेष आमसभेतील सुचना पत्रिकेनुसार विषयावर सविस्तर चर्चा करण्यात येवून ठराव क.01मध्ये नमुद केल्यानुसार मे. व्हॅल्युअबल बीलडकॉन एल एल पी नागपूर यांचेकडुन प्राप्त प्रस्तावास सर्वानुमते पसंती देण्यात आली. व संस्थेच्या ईमारतीचे पुनर्विकास करण्याकरिता मे. व्हॅल्युअबल बील्डकॉन एल.एल.पी नागपूर यांची निवड करण्यात येवून त्यांनी सादर केलेली निविदा अंतीम करण्यात आली.

दि.13/11/22 च्या विशेष आमसभेतील ठरवानुसार अध्यक्ष/सचिव कांचनगंगा फलॅट ओनर्स को-ऑप हाउसींग सोसा. लि. नागपूर यांनी पुनर्विकास प्रकल्पास मंजुरी देण्याबाबत प्रस्ताव या कार्यालयास सादर केलेला आहे. सदर प्रस्तावासोबत संस्थेची विशेष आमसभेच्या ईतिवृत्तची प्रत, तसेच दि 13/11/22 रोजीचे सभेची रेकॉर्डींग सी.डी. मध्ये या कार्यालयास सादर करण्यात आलेल्या आहेत.

या कार्यालयास संस्थेनी सादर केलेल्या प्रस्तावाचे अधिन राहुन कांचनगंगा फलॅट ओनर्स को-ऑप सोसा. लि. नागपूरया संस्थेच्या लक्ष्मीनगर नागपूर येथील ईमारतीच्या पुनर्विकास प्रकल्पास खालील अटी व शर्तीच्या आधारे मंजुरी प्रदान करण्यात येत आहे.

1)संस्थेचा पुनर्विकास प्रकल्प पूर्ण करावयाचा कालावधी दोन वर्षापेक्षा जास्त असणार नाही व अपवादात्मक परिस्थितीत तीन वर्षापेक्षा जास्त असणार नाही.
2)विकासक पुनर्विकास प्रकल्पाच्या किंमतीच्या 20 टक्के बँक गॅरंटी संस्थेस देईल.
3)विकासक पुनर्विकास कालावधीत सभासदास शक्यतो त्याचे क्षेत्रात प्रकल्प पूर्ण होईपर्यंत निवासाची पर्यायी सुविधा उपलब्ध करुन देईल.किंवा सभासदाना मान्य होईल असे मासीक भाडे व डिपॉझीट देण्याची व्यवस्था करील.
4)सदरचा करारनामा हो रजिस्ट्रेशन ॲक्ट 1908 प्रमाणे नोंदणीकृत करण्यात येईल
5)संस्थेमध्ये नवीन सभासद हे पुनर्विकास प्रकल्प पुर्ण झाल्यावर संस्थेच्या सर्वसाधारण सभेच्या मान्यतेनेच घेण्यात येतील.
6)करारनाम्यात प्रचलित कायदा व नियमातील तरतुदीनुसार देय कार्पेट एरीयाचा स्पष्ट उल्लेख असावा
7)विकासकास दिलेले विकास हक्क हे अहस्तांतरणीय असतील
8)ईमारत पुनर्विकासासाठी सर्व कायदेशिर मान्यता मिळाल्यानंतरच गाळेधारक सभासद गाळे रिकामे करतील.
9)ज्यांच्या नाव्यात सदनिका आहेत त्यांचे हक्क अबाधित राहील.
10)पुनर्विकास प्रकल्पात कोणताही वाद निर्माण झाल्यास तो विषयानुरूप सक्षम न्यायालय/प्राधिकरण कडुन सोडविण्याची तरतुद सदर कंत्राटदार व वास्तुविषारद आणि संस्थेमधील करारपत्रमध्ये असणे आवश्यक आहे.
11)रहिवास दाखला (ऑक्युपेशन सर्टीफिकेट) मिळाल्यावर पुनर्विकासीत ईमारतीतील सदनिकांचे वाटप करतांना शक्य तेथे सध्याचे स्थितीनुसार मजल्यांच्या क्रमाने वाटप करण्यात यावे. व सोडत पध्दतीने सदनिका वितरण करणे आवश्यक झाल्यास, ईमारत पूर्ण झाल्यानंतर विकासकाने सदनिकांची सोडतीची व्यवस्था करावी.व त्याचेही

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या कार्यालयाचे प्रतिनिधीच्या उपस्थितीत सोडतीचे सदनिका वितरण करावे व त्याचे व्हिडीओ चित्रिकरण करावे.

12)महाराष्ट्र शासन,सहकार पणन व वस्त्रोद्योग विभाग यांचे शासन निर्णय क्र. संगृयो/2018/प्र.क.85/14-स/दि.04/07/19 मधील मुद्दा क.18 (विकासकाशी करावयाचा करारनामा) मध्ये नमुद 1 ते 13 मुद्दयाची पूर्तता करणे बंधनकारक राहील.

तसेच उपरोक्त संदर्भ क.1 चे शासन निर्णयामध्ये नमुद सर्व बाबींची पूर्तताकरणे सर्व संबंधीतांना बंधनकारक राही. संस्थेचा कोणताही समिती सदस्य किंवा पदाधिकारी विकासक यांचा नातेवाईक नसावा. तसेच महानगरपालीका/सक्षम प्राधिकरणाने मंजुर केलेल्या बांधकामाचे नकाशे परत सर्वसाधारण सभेपुढे सादर केले पाहीजे व जर एखादया सभासदास मान्यताप्राप्त कागदपत्राची प्रत हवी असल्यास त्यांनी संस्थेकडे त्याबाबत लेखी अर्ज दाखल करावा व योग्य ती फी आकारून माहिती पुरवावेणे समितीवर बंधनकारक राहील.

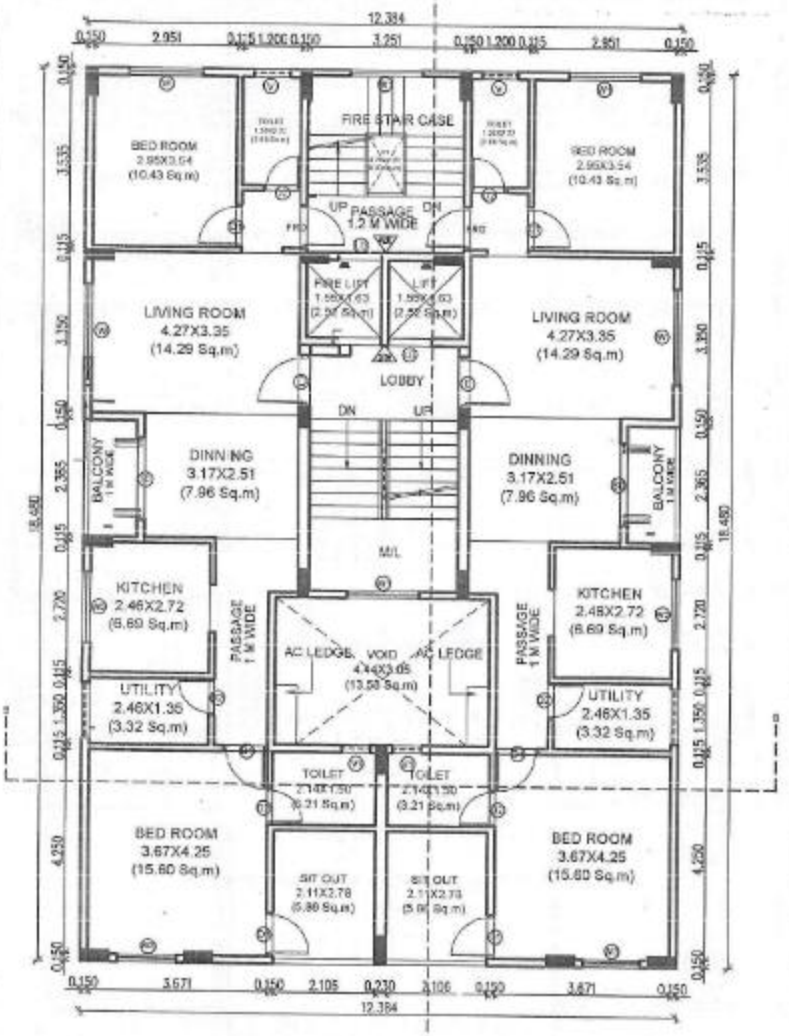
तसेच संस्थेच्या सर्व सभासदांना फ्लॅट उपलब्ध करून देण्यात यावेत. ईमारतीचे कामकाज पूर्ण झाल्यानंतर नविन फ्लॅट घेणा-या व्यक्तीस संस्थेचे सभासद करून घेण्यात यावे. व तशी माहिती या कार्यालयास सादर करावी.सदर प्रकीयेत संस्थेचे कुठलेही आर्थिक नुकसान होणार नाही याची दक्षता घ्यावी. उपरोक्त प्रमाणे नमुद केलेल्या अटी व शर्तीस अधिन राहुन पुनर्विकास प्रकल्पास मंजुरी प्रदान करण्यात येत आहे.

उपनिबंधक
सहकारी संस्था, नागपूर, शहर-1

नगन-४
३२४८ / २०२३
३० / ८


नगन-४
32-E / 2023
37/08

ANNEXURE ".C."



नगन–४
324 / 2023
3C/68

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First Floor

PROPOSED FIRST FLOOR PLAN