

D. A. - 2019

Bldg. NO:- 86

K. N. Samta CHSL.

390/14479

पावती

Original/Duplica

Monday, November 11, 2019

नोंदणी क्र. :39

7:02 PM

Regn.:39

पावती क्र.: 15683 दिनांक: 11/11/2019

गावाचे नाव: हरियाली

दस्तऐवजाचा अनुक्रमांक: करल3-14479-2019

दस्तऐवजाचा प्रकार : विकसनकरारनामा

सादर करणाऱ्याचे नाव: मेसर्स धनलक्ष्मी इंटरप्रायसेस बिल्डर्स अँड डेव्हलपर्स चे पार्टनर सुरेश जयसिंग मोरे

नोंदणी फी

रु. 30000.0

दस्त हाताळणी फी

रु. 6800.0

पृष्ठांची संख्या: 340

एकूण:

रु. 36800.0

DELIVERED

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

7:21 PM ह्या वेळेस मिळेल.

बाजार मूल्य: रु.63591000 /-

मोबदला रु.99909000/-

भरलेले मुद्रांक शुल्क : रु. 4995450/-

सह. दुय्यम निबंधक -

कुर्ला-३ (वर्ग-२)

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

गिडी/घनादेश/पे ऑर्डर क्रमांक: 1111201910043 दिनांक: 11/11/2019

किचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

गिडी/घनादेश/पे ऑर्डर क्रमांक: 1111201910117 दिनांक: 11/11/2019

किचे नाव व पत्ता:

3) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

गिडी/घनादेश/पे ऑर्डर क्रमांक: 1111201909985 दिनांक: 11/11/2019

किचे नाव व पत्ता:

4) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

गिडी/घनादेश/पे ऑर्डर क्रमांक: MH008207586201920E दिनांक: 11/11/2019

किचे नाव व पत्ता:

5) देयकाचा प्रकार: DHC रक्कम: रु.800/-

गिडी/घनादेश/पे ऑर्डर क्रमांक: 1111201910169 दिनांक: 11/11/2019

किचे नाव व पत्ता:

मिळाली



CHALLAN
MTR Form Number-6



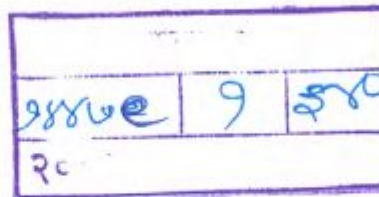
GRN	MH008207586201920E	BARCODE			Date	11/11/2019-15:00:55	Form ID
Department			Inspector General Of Registration				
Registration Fee			Payer Details				
Type of Payment			Ordinary Collections IGR		TAX ID (If Any)		
					PAN No.(If Applicable)		
Office Name			KRL3_JT SUB REGISTRAR KURLA NO 3		Full Name		
Location			MUMBAI		MS DHANLAXMI ENTERPRISES BUILDERS AND DEVELOPERS		
Year			2019-2020 One Time		Flat/Block No.		
					BUILDING NO.86		
Account Head Details			Amount In Rs.		Premises/Building		
0030063301 Amount of Tax			30000.00		Road/Street		
					KANNAMWAR NAGAR SAMATA CHS LTD.KANNAMWAR NAGAR 2		
					Area/Locality		
					VIKHROLI EAST MUMBAI		
					Town/City/District		
					PIN		
					4 0 0 0 8 3		
					Remarks (If Any)		
					SecondPartyName=KANNAMWAR NAGAR SAMATA CHS LTD-		
Total			30,000.00		Amount In		
					Thirty Thousand Rupees Only		
					Words		
Payment Details			IDBI BANK		FOR USE IN RECEIVING BANK		
Cheque-DD Details					Bank CIN		
					Ref. No.		
					69103332019111113042		
Cheque/DD No.					Bank Date		
					RBI Date		
					11/11/2019-15:01:38		
Name of Bank					Not Verified with RBI		
Name of Branch					Bank-Branch		
					IDBI BANK		
					Scroll No. , Date		
					Not Verified with Scroll		

Department ID :

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

Mobile No. : 9820863131

सदर चालन केवल दुर्यम निबंधक कार्यालयत नोदणी करवायाच्या दस्ताखती लागू आहे. नोदणी न करवायाच्या दस्ताखती सदर चालन लागू नाही.



महाराष्ट्र शासन
मुद्रांक जिल्हाधिकारी कुर्ला यांचे कार्यालय यांचे कार्यालय,
तळमजला, नविन प्रशासकीय इमारत,
आर. सी. मार्ग, चेंबुर, मुंबई - ७१.

SR NO. 17

DATE. 22/10/2019

जा. क्र./अभि/अं.आदेश/६०७०

दिनांक :- 23/10/19

(मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ खालील कार्यवाही)

निर्णय

उपरोक्त प्रकरण क्रमांक ADJ/1100901/630/19/K सह अन्वये पक्षकार M/S DHANALAXMI ENTERPRISES BUILDERS & DEVELOPER यांनी दिनांक 04/10/2019 रोजी DEVELOPMENT AGREEMENT -2 चा संलेख अभिनिर्णयाकरिता सादर केलेला आहे. सदर संलेखामधील तपशिल खालीलप्रमाणे

संलेखाचा निष्पादन दिनांक	UNEXECUTED
संलेखाचा प्रकार	DEVELOPMENT AGREEMENT -2
संलेख लिहून देणार	KANNAMWAR NAGAR SAMATA CHS LTD
संलेख लिहून घेणार	M/S DHANALAXMI ENTERPRISES BUILDERS & DEVELOPER
THE PROPERTY	PARCEL OF LAND WITH BUILDING, VILLAGE HARIYALI CTS NO 356 (PART), TAL KURLA
AREA	702.03 SQ MTR
CONSIDERATION	RS.99909000/-

उपरोल्लेखित संलेखातील मालमत्ता सन २०१९-२०२० करिताचे बाजारमूल्य मुंबई प्रदेश (मालमत्तेचे वास्तव्य बाजारमूल्य/निर्धारण करणे) नियम १९९५ मधील तरतुदी, तसेच मुंबई महानगरपालिका क्षेत्रासाठी प्रचलित असलेली विकास नियंत्रक नियमावली आणि बाजारमूल्य दरतल्यातील मार्गदर्शक सुचना व त्यामधील दर व दस्तासोबत सादर केलेली कागदपत्री पुरावे पुरावे विचारात घेऊन Rs.63591000/- इतके बाजारमूल्य निश्चीत करण्यात आले असून (THE VALUE CONSIDERATION IS HIGHER THAN MARKET VALUE i.e.Rs.99909000/-) त्यावर मुंबई मुद्रांक अधिनियम १९५८ मधील तरतुदीनुसार खालीलप्रमाणे मुद्रांक शुल्क व दंड देय आहे.

A.V.	ARTICLE	St. Duty	PAID S.D.	BAL S.D.PAID	PENALTY
Rs. 99909000/-	5(g-a), SEC 4	Rs.4995450/-	Rs.2787525/- PAID BY KRL3/6905/16	Rs. 2208000/-	Rs.NIL/-

उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमुद माहितीच्या आधारे खालील प्रमाणे अंतिम आदेश पारित करित आहे.

अंतिम आदेश

१.अभिनिर्णयाकरिता सादर केलेल्या संलेखास मुंबई मुद्रांक अधिनियम १९५८ च्या अनुसूची १ मधील अनुच्छेद 5(g-a), SEC 4 नुसार Rs.2208000/- मुद्रांक शुल्क व दंड RS.NIL/- देय असल्याबाबत जा.क्र. 5904/16/10/2019 अन्वये अंतरिम आदेश पारित करण्यात आले होते. त्यास अनुसरून मुद्रांक शुल्क व दंडाचा भरणा कोणत्याही आक्षेपाविना पक्षकारांनी 22/10/2019 रोजी पावती क्र.MH007622665201920E द्वारे भरणा केला असल्याने 16/10/2019 रोजीची अंतरिम आदेश अंतिम आदेश म्हणून कायम करण्यात येत आहे.



(वैशाली चव्हाण)
मुद्रांक जिल्हाधिकारी, कुर्ला.

प्रती.

1. M/S DHANALAXMI ENTERPRISES BUILDERS & DEVELOPER
2. SUB-REGISTRAR, KURLA 1,2,3,4,5

(सदर दस्तासोबत अंतिम आदेश, मूल्यांकन अड्याल व चलन या शिवाय १ से पृष्ठ जोडले आहेत.)

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CHALLAN
MTR Form Number-6



GRN	MH007622665201920E	BARCODE			Date	22/10/2019-17:17:01	Form ID	
Department				Inspector General Of Registration				
Non-Judicial Stamps				Payer Details				
Type of Payment				Duty on Doc Voluntarily brought for adjudicatin SoS		TAX ID (If Any)		
				PAN No.(If Applicable)				
Office Name				CSK_COLLECTOR OF STAMPS KURLA		Full Name		
Location				MUMBAI		MS DHANLAXMI ENTERPRISES BUILDERS AND DEVELOPER		
Year				2019-2020 One Time		Flat/Block No.		
Account Head Details				Amount In Rs.		Premises/Building		
0030050801 Amount of Tax				2208000.00		Road/Street		
						Area/Locality		
						Town/City/District		
						PIN		
						Remarks (If Any)		
						ADJ/1100901/630/19/K		
						Amount In		
						Twenty Two Lakh Eight Thousand Rupees Only		
						Words		
Total				22,08,000.00				
Payment Details				IDBI BANK				
Cheque-DD Details				FOR USE IN RECEIVING BANK				
				Bank CIN	Ref. No.	69103332019102214999	237065320	
Cheque/DD No.				Bank Date	RBI Date	22/10/2019-17:18:22	Not Verified with RBI	
Name of Bank				Bank-Branch		IDBI BANK		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		

Department ID :

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

Mobile No. : 9820863131

सदर चलन केवल दुर्यान निबधक कार्यालयान बाहेर करवावयाच्या 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		0003924249201920	22/10/2019-18:16:31	IGR241	2208000.00
Total Defacement Amount					22,08,000.00

कोरल-३		
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२०९३		



GRN-INH007622665201920E] 22/10/19
 Ref- 0003924249201920
 A.V= 999090001-
 Area= 902.03 sq mtr

ADJ/1100901/	/20	/K
Pages	1	

Certificate u/s. 32 (1) of the Bombay

Stamp Act, 1958

Office of the

Collector of stamps, Kuria

ADJ No. 1100901/230/19K

Date: 22/10/19

Received from Mrs. Dhana Laxmi Enterprises Builders & Developers

Residing at 22080001- twenty two lakh eight thousand sq.

Stamp duty of Rs. 22080001-

Vide citation No. 22/10/19

Certified under Section 32 (1) (b) of the

Bombay Stamp Act, 1958 that the full duty

Of Rs. 4995450/- forty nine lakh ninety five thousand four

hundred fifty only.

With Which this instrument is chargeable

Has been paid article No. 519-a) sec 4

Of Schedule

This Certificate is subject to the provisions

Of section 53-A of Bombay Stamp Act, 1958

Place: Kuria

Date: 22/10/19

Collector of stamps
Kuria



Note-SDRs 2787525/- paid on previous document KRL3/8905/16 is adjusted for SD applicable on this document.

collector of stamps
Kuria.

DEVELOPMENT AGREEMENT-2

THIS DEVELOPMENT AGREEMENT-2 is made and entered into at Mumbai this 11th day of Nov. in the Christian Year Two Thousand Nineteen (2019) BETWEEN **KANNAMWAR NAGAR SAMATA CO-OPERATIVE HOUSING SOCIETY LTD.**, a Society registered under Maharashtra Co-operative Societies Act, 1960 and having Registration No. MH/MHADB/HSG/(TC)/12211/2003-2004 having address at Building No. 86, Kannamwar Nagar - 2, Vikhroli (East), Mumbai- 400 088, hereinafter referred to as **"THE SOCIETY"** [which expression shall unless in the repugnant to the context or meaning thereof mean and include its Office Bearers, Managing Committee Members, members, their successors, heirs, administrators and permitted assigns] of the **FIRST PART**

AND

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हे प्रमाणपत्र "मुंबई मुद्रांक अधिनियम १९५८" अन्वये असलेल्या निष्पत्तीची किंमत केलेली आहे. परंतु उक्त वस्तू नोंदणीकरणीय नसल्याने अद्वितीय-याचतेचे प्रमाणपत्र, नोंदणी अधिनियम १९०८ च्या अधिनियमप्राप्त उच्चरी नुसार नोंदणी करिता वस्तू नोंदणीची कार्यवाही करता येईल.

[Signature]

[Signature]

[Signature]

[Signature]

कल-3		
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१००९	Sn	NAME OF THE



Sl. No.	NAME OF THE MEMBER	FLAT NO.	Share Cert. No.
1	Shri. Parshuram Sitaram Pednekar	2385	
2	Shri. Amrut Gopal Rathod	2386	
3	Shri. Anil Manilal Solanki	2387	
4	Shri. Vilas Sitaram Patne	2388	
5	Shri. Bhaskar Ramchandra Shinde	2389	
6	Smt. Laxmi Narayan Akubattin	2390	
7	Shri. Anil Harishchandra Narkar	2391	
8	Shri. Lahu Chandroba Vengurlekar Smt. Usha Lavu	2392	
9	Smt. Lila Keshav Darekar Lecia	2393	
10	Shri. Krishna Shivram Kadam Kishor Krishna Kadam	2394	
11	Smt. Shobha Vilas Adate	2395	
12	Shri. Shashikant Sakharam Ambre	2396	
13	Smt. Parvati Shankar Manave SUVARNA VASANT MANVE / MANGESH S. MANVE	2397	
14	Shri. Vilas Vithal Salunkhe VITHAL	2398	
15	Shri. Genu Manaji Pawar Smt. MALTI R. PAWAR / MR. RAMESH M. PAWAR	2399	
16	Smt. Parvati Ramdas Mahadik PRABHAVATI	2400	
17	Smt. Geeta Dattaram Kadam	2401	
18	Shri. Vijay Pandurang Musale	2402	
19	Shri. Anant Krushna More SHANKAR ANANT MORE	2403	
20	Smt. Kalpana Suhas Mandave	2404	
21	Smt. Sulechana Bharat Gosavi / VIJAY BHARAT GOSAVI MR. RAVINDRA B. / SANJAY B. GOSAVE	2405	
22	Smt. Dipali Dilip Kolambakar DEEPALE	2406	
23	Shri. Dhondiba Devu Jadhav DEO	2407	
24	Shri. Subhash Kashinath Redkar	2408	
25	Shri. Domnik F. Pacheko PRAMILA DOMNIC PACHECO	2409	
26	Smt. Vatsala Shantaram Jadhav	2410	
27	Smt. Sitabai Ramchandra Pugaonkar	2411	
28	Shri. Ramesh Gangaram Choukekar	2412	
29	Smt. Vatsala Shashikant Nagavekar NAQUEKAR	2413	
30	Smt. Prabhavati Shankar Jadhav MR. VIJAY	2414	
31	Shri. Santosh Narayan Chavan	2415	
32	Shri. Pradip Ramchandra More	2416	

hereinafter referred to as "**MEMBERS/CONFIRMING PARTY**" [which expression shall unless it be repugnant to the context or meaning thereof

John *John* *John* *John* *John*

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Pages	3	

mean and include their respective heirs, executors, administrators and permitted assigns] of the SECOND PART.

AND

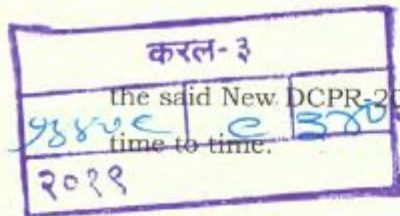
M/S. DHANALAXMI ENTERPRISES BUILDERS & DEVELOPERS, a Registered Partnership Firm, registered under Indian Partnership Act, 1932, under vide Registered No. MU000004473, having its registered office at Shop No.3, Ground Floor, Prem Apartment, Dada Mandar Road, Sane Guruji Nagar, Mulund (East), Mumbai - 400 081, hereinafter called **"THE DEVELOPERS"** [which expression shall unless the context or meaning thereof mean and include the Partners for the time being constituting the said Firm, their successors, heirs, executors, administrators and assigns] of the THIRD PART.



WHEREAS vide Development Agreement dated 23rd August, 2016, executed between the SOCIETY herein and the DEVELOPERS herein (hereinafter referred to as "Said Development Agreement"), the SOCIETY with the consent and Knowledge of the MEMBERS/CONFIRMING PARTY herein, granted the Development Rights in respect of all that piece and parcel of leasehold land admeasuring about 702.03 Sq. Mtrs. bearing Survey No.113 (Part), City Survey No.356 (Part) of Village -Hariyali together with the Building No. 86 and situated at Kannamwar Nagar -2, Vikhroli (East), Mumbai - 400 083 (herein after referred to as "Said Property") and said Development Agreement is registered in the Office of Jt. Sub Registrar of Assurance, Kurla-3 under Sr. No. KRL-3/6905/2016. On 28th September, 2016, the Society also executed and registered Power Of Attorney in favour of the DEVELOPERS herein under Sr. No. KRL-3/7950/2016. Copy of INDEX -II issued in respect of the said Development Agreement is annexed hereto and marked as **ANNEXURE "A"**.

AND WHEREAS after implementation of the New Development Control Regulation, 2034, there are substantial amendments in the rules and Regulations and MHADA Re-development Proposals have become workable for the Developers as per the Provisions of Regulation 33 (5) of

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the said New DCPR-2034 dated 21st September, 2018 as updated from time to time.



AND WHEREAS based on the said provisions, the DEVELOPERS herein submitted the proposal to MHADA, who is now also a Sanctioning Authority and Planning Authority for the proposed re-development of the property of the SOCIETY herein and obtained OFFER LETTER from MHADA bearing No. CO/REE/NOC/F-1026/518/2019 dated 3rd April, 2019 issued by The Resident Executive Engineer, M.H.&A.D. Board, copy whereof is annexed hereto and marked as **ANNEXURE "B"**.

AND WHEREAS based on the above referred OFFER LETTER dated 3rd April, 2019, the DEVELOPERS herein submitted it's REVISED OFFER dated 05/04/2019 to the SOCIETY herein and the MEMBERS/CONFIRMING PARTY, herein in Special General Body Meeting of the SOCIETY herein held on 14/04/2019 unanimously resolved to accept the said REVISED OFFER dated 20/04/2019 received from the DEVELOPERS with certain modification as mentioned in the Resolution passed in the said Special General Body Meeting dated 14/04/2019. Copy of the said Resolution is annexed hereto and marked as **ANNEXURE "C"**.



AND WHEREAS due to changes in Government Policies, Development Control Rules and as well as prevailing circumstances, the project has been delayed which necessitated alterations, modifications, additions and amendments in the above referred Development Agreement dated 23rd August, 2016.

AND WHEREAS as there are substantial amendments/changes in the agreed terms, the parties herein have decided to treat this DEVELOPMENT AGREEMENT-2 as the PRINCIPAL AGREEMENT as provided in Section 4 (2) of the Maharashtra Stamp Act, 1958 and the said DEVELOPMENT AGREEMENT dated 23rd August, 2016 registered in the Office of Jt. Sub Registrar of Assurance, Kurla-3 under Sr. No. KRL-

[Handwritten signatures]

3/6905/2016 shall be treated as Supplemental Agreement to this DEVELOPMENT AGREEMENT-2.

AND WHEREAS the DEVELOPERS herein submitted to the SOCIETY Draft of DEVELOPMENT AGREEMENT-2 for approval and the SOCIETY suggested certain corrections therein and after incorporation of the same, the revised Draft was circulated amongst the MEMBERS/CONFIRMING PARTY herein and was also placed before the Special General Body Meeting held on 16/06/2019 in the nature of a final draft and the said Special General Body meeting after discussion, unanimously approved the same. In the same Special General Body meeting, the MEMBERS/CONFIRMING PARTY have passed a resolution, authorizing its Office Bearers i. e. Chairman, Secretary and Treasurer to sign, execute and register the Agreement in fact being these presents and all other necessary documents pertaining to enabling the DEVELOPERS herein to consume the available additional F.S.I as mentioned in the above referred OFFER LETTER issued by MHADA and to affix the Seal of the SOCIETY on all documents and to admit execution of the same before the Joint Sub-Registrar, Kurla and to do all necessary acts, deeds and things on behalf of the SOCIETY and MEMBERS/CONFIRMING PARTY herein to re-develop the SOCIETY's Property. Copy of the said Resolutions is annexed herewith and marked as **ANNEXURE "D"**.

AND WHEREAS the Parties herein also arrived at certain other additional terms and conditions and were desirous of recording them into writing.

NOW THIS AGREEMENT WTNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO UNDER:-

1. It is agreed by and between the parties hereto that what is described in recital paragraphs above in the preamble shall form an integral part of this Agreement and shall always be treated as part and parcel of this Agreement. Further it is agreed, confirmed and declared by the parties herein that this DEVELOPMENT AGREEMENT -2 shall always be treated

[Handwritten signatures and stamps]

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as PRINCIPAL AGREEMENT and above referred DEVELOPMENT AGREEMENT dated 23rd August, 2016 registered in the Office of Jt. Sub Registrar of Assurance, Kurla-3 under Sr. No. KRL-3/6905/2016 shall be treated as Supplemental Agreement to this DEVELOPMENT AGREEMENT-2 and same shall always be part and parcel of this Agreement. The contents, terms and conditions recorded in the said Development Agreement except those modified in this Agreement shall remain unchanged and binding on all the parties herein.

2. It is expressly agreed by and between the parties herein that the DEVELOPERS shall be entitled to re-develop the said property along with Tit-Bit Area as mentioned in the OFFER LETTER dated 3rd April, 2019 and shall also be entitled to consume the F.S.I. as mentioned in the said OFFER LETTER **as also the Fungible F.S.I. and any other F.S.I. by whatever name called and which may be permitted by MHADA to be consumed on the said property.** This Clause overrules the conditions recorded in Clause Nos. 6, 9 & 36 of the above referred DEVELOPMENT AGREEMENT dated 23rd August, 2016. In other words, the DEVELOPERS shall be entitled to use and consume entire F.S.I. as also Fungible F.S.I. in respect thereof as mentioned in the said OFFER LETTER and the SOCIETY and the MEMBERS/CONFIRMING PARTY shall not be entitled to claim any further benefits other than those provided hereunder.

3. The DEVELOPERS shall allot to each member of the SOCIETY herein i.e. the MEMBERS/CONFIRMING PARTY herein a Residential Flat consisting of 2 Bedrooms, Kitchen, Hall and 2 Toilets admeasuring **506 sq. ft. Carpet Area** as per sanctioned plan of MCGM (**Not RERA Carpet Area**) absolutely free of costs **instead of 430 sq. Ft. Carpet Area** as agreed and recorded in Clause No. 4 of the Development Agreement dated 23rd August, 2016.

4. It is agreed by and between the parties herein the DEVELOPERS shall pay a sum of **Rs. 6,00,000/- [Rupees Six Lakhs Only]** to each of the 32

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members i.e. the MEMBERS/CONFIRMING PARTY as "Inconvenience Money" over and above the flat hereby offered to him/her as mentioned herein above in Clause No. 2 of this Agreement and the said amount of Inconvenience Money shall be paid by the DEVELOPERS to each member in the following manner:-

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i) Rs. 1,00,000/- (Rupees One Lac Only) against vacating their flats in the existing building.

ii) Rs. 5,00,000/- (Rupees Five Lac Only) simultaneously with the handing over of possession of flat in newly constructed building.

5. The DEVELOPERS shall pay Monthly Compensation of Rs. 20,000/- (Rupees Twenty Thousand Only) instead of Rs. 8,000/- (Rupees Eight Thousand Only) as agreed and recorded in Clause No. 18 of the Development Agreement dated 23rd August, 2016 for the initial period of **12 months** and from **13th Month** onwards the DEVELOPERS shall pay Rs. 22,000/- (Rupees Twenty Two Thousand Only) instead of Rs. 9,000/- (Rupees Nine Thousand Only) as agreed and recorded in Clause No. 18 of the Development Agreement dated 23rd August, 2016 for further period of 12 months. Said increase of 10% in the Monthly Compensation shall be done for each 12 months period. In case of delay beyond 36 months, Monthly Compensation at then prevailing market rate shall be paid to each of the members of the SOCIETY. The amount of said Monthly Compensation shall be payable from the date when all the members vacate and handover possession of the building to the DEVELOPERS till the DEVELOPERS inform the Members that, Flats in Redeveloped Building are ready for occupation and possession and the DEVELOPERS have obtained Occupation Certificate from MHADA Authorities for the same.

The DEVELOPERS shall also pay at the commencement of each period of 12 months, One Month Monthly Compensation for each period of 12 months as Brokerage to each Member of the SOCIETY.

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The DEVELOPERS shall start the payment of Monthly Compensation from the date of expiry of 30 days of Notice to vacate the premises to each member of the SOCIETY herein but the SOCIETY shall hand over possession of entire vacant property at one time only.

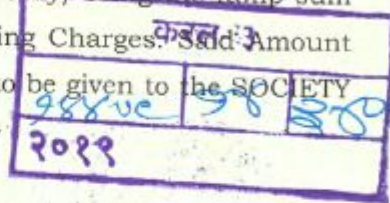
6. The DEVELOPERS shall provide and allot to the SOCIETY free of costs to the Society's Office premises with attached toilet of the size as may be permitted by MHADA free of F.S.I.. The DEVELOPERS shall also provide one Computer, one Printer, 10 chairs, One metal Cupboard with Locker, Two Fans, 1000 Tubes, One Table with drawers in the said Office to be provided in the new building to be constructed by the DEVELOPERS on the said property as per plans approved by MHADA.

7. The DEVELOPERS shall execute Agreement for Permanent Alternate Accommodation with each of the member of the SOCIETY i.e. the MEMBERS/CONFIRMING PARTY for allotting flat to each such member and admit the execution of the same before the concerned Sub-Registrar. The Stamp Duty and Registration Charges in respect of the said Agreement for Permanent Alternate Accommodation to be executed with each member shall be paid by the DEVELOPERS herein. Said Agreement for Permanent Alternate Accommodation shall be executed and registered with each member of the SOCIETY herein after obtaining of Commencement Certificate from MHADA and the SOCIETY herein shall be the Confirming Party to said Agreement. GST, if any payable on the said Agreement for Permanent Alternate Accommodation shall also be borne and paid by the DEVELOPERS herein.

8. The DEVELOPERS shall provide 16 (Sixteen) Parking Spaces in **Parking Tower to be constructed/installed in the premises** of the SOCIETY and allotment of the same shall be done by the SOCIETY herein to it's members and rest of the parking spaces shall be disposed off by the DEVELOPERS to the New Flat Purchasers.

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9. The DEVELOPERS shall pay to each member of the SOCIETY herein a sum of Rs. 10,000/- (Rupees Ten Thousand Only) being the lump sum amount towards the re-imbursement of Shifting Charges. Said Amount will be paid along with the Notice of vacation to be given to the SOCIETY herein.



10. The DEVELOPERS have agreed to complete the construction of New Building by obtaining Occupation Certificate/ Completion Certificate from MHADA within a period of **36** months from the date of receipt of First Commencement Certificate from MHADA **with grace period of 6 months**. Said Commencement Certificate shall be obtained within a period of **6** months from the date of getting vacant possession from all the 32 Members of the SOCIETY herein or within a period of **3** months from the date of issue of I.O.A. by MHADA for the New Building to be constructed, whichever is earlier. I.O.A. shall be obtained within a period of **6** months from the date of execution of this Agreement. All the time periods mentioned herein above shall always be the essence of this Agreement.



SOCIETY shall grant abovementioned grace period of 6 months for the said completion of the Building provided the SOCIETY is satisfied with the reasons given by the DEVELOPERS for seeking such extension.

In case of delay beyond the period of total **54** months including Grace period of 6 months, the DEVELOPERS shall pay to the SOCIETY, penalty @ Rs. 40,000/- (Rupees Forty Thousand Only) per month to the SOCIETY and same shall be in addition to the Monthly Compensation to be paid to each member of the SOCIETY herein at the then prevailing Market Rate in the vicinity.

11. The DEVELOPERS shall be entitled to any F.S.I. that may be permitted by MHADA by whatever name called including but not limited to PRO-RATA LAYOUT F.S.I., FUNGIBLE F.S.I., **Tit-Bit Area** and such other F.S.I. by whatever name called on the said property and the

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SOCIETY and the MEMBERS and the MEMBERS/CONFIRMING PARTY shall not claim any additional compensation for consumption of the same by the DEVELOPERS herein.



12. The DEVELOPERS shall hand over to the SOCIETY for its record, Copies of Sanctioned Plans, All the permissions, Correspondence, Licenses, NOCS, Orders, Commencement Certificate, Receipts for payments made to MHADA and other Govt. ,Semi Govt. Authorities in connection with the proposed re-development of SOCIETY'S property immediately on receipt of the same by the DEVELOPERS.

13. It is agreed by MEMBERS/CONFIRMING PARTY that at any time hereafter if any objection/claims relating to the ownership of the premises presently held by the member is received then such respective member shall at his/her own cost and efforts remove and clear such objections and/or claims and shall at their own cost get all outstanding estates and defects in title cleared such as Claims by way of sale, exchange, mortgage, gift, trust, inheritance, possession, lien , lease or otherwise and shall deduce Marketable Title to the Flat held by him/her.

14. The SOCIETY and the MEMBERS/CONFIRMING PARTY are aware of the fact the DEVELOPERS herein have made change in the constitution of the Partnership Firm of M/S. DHANALAXMI ENTERPRISES BUILDERS & DEVELOPERS and have admitted MR. PRAVIN PANCHABHAI PATEL as Partner in the said Firm. Copy of the Deed of Reconstitution of the Partnership Firm has been submitted by the DEVELOPERS to the SOCIETY for its' record. The SOCIETY and the MEMBERS/CONFIRMING PARTY in the Special General Body Meeting held on 16/06/2019 have unanimously resolved to accept the said changes made in the constitution of the Partnership Firm of the DEVELOPERS.

THE SCHEDULE ABOVE REFERRED TO:

Handwritten signatures and stamps at the bottom of the page, including a large circular stamp of the Society of the State of Maharashtra, Mumbai, and several individual signatures.

ALL THAT piece or parcel of leasehold land admeasuring about 702.03 Sq. Mtrs. bearing Survey No.113 (Part), City Survey No.356 (Part) of Village -Hariyali together with the Building No. 86 and situated at Kannamwar Nagar -2, Vikhroli (East), Mumbai - 400 083 in the Registration District of Mumbai City and Mumbai Suburban and bounded as follows:

ON OR TOWARDS THE NORTH	: Building no. 85
ON OR TOWARDS THE SOUTH	: Building no. 87
ON OR TOWARDS THE EAST	: 56 ft. Wide Road
ON OR TOWARDS THE WEST	: Building no.13

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective handed , and seal hereinto at Mumbai on the day and year first hereinabove written.



SIGNED, SEALED AND DELIVERED BY
WITHIN NAMED "SOCIETY"

KANNAMWAR NAGAR SAMATA CO-OP.

HOUSING SOCIETY LTD. has been affixed
pursuant to the resolution passed in special
general meeting held on 30/11/2014, Through
its office bearers

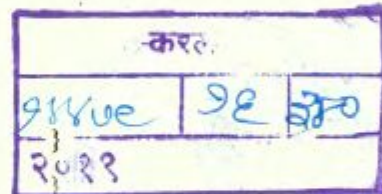
- 1) Mr.Dhondiba Deu Jadhav - Chairman
 - 2) Mr.Subhash Kashinath Redkar - Secretary
 - 3) Mr.Vijay Pandurang Musale - Treasurer
- in the presence of

1. *James Souza*

2. *Bakul Peter*



SIGNED SEALED AND DELIVERED BY THE
WITHIN NAMED



"MEMBERS/CONFIRMING PARTY"

1. Shri. Parshuram Sitaram Pednekar



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2. Shri. Amrut Gopal Rathod



3. Shri Anil Manilal Solanki



4. Shri. Vilas Sitaram Patne



5. Shri. Bhaskar Ramchandra Shinde

भास्कर रामचंद्र शिंदे



6. Smt. Laxmi Narayan Akubattin



लक्ष्मी आकुबत्ती



7. Shri. Anil Harishchandra Narkar

Anil8. Smt. Usha Lavu Vengurlekar
Smt. Lahu Chandoba Vengurlekar*उषा लखु चंदोबा वेंगुर्लेकर*

9. Smt. Leela Keshav Darekar

*Leela**लीला केशव दरेकर*

10. Shri. Krishna Shivram Kadam

*Kishor Krishna**Kishor Krishna*

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11. Smt. Shobha Vilas Adate

Shobha

12. Shri. Shashikant Sakharan Ambre

*Shashikant*13. Smt. Parvati Shankar Manave
SMT. SUVARNA VASANT MANVE*Manave*

MR. MANGESH SHANKAR MANVE

Mangesh

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✓ VITTHAL
14. Shri. Vilas Vitthal Salunkhe



15. Smt. Malti Ramesh Pawar

✓ 15. Shri. Genu Manaji Pawar
RAMESH MOTIRAM PAWAR



✓ PRABHAVATI
16. Smt. Parvati Ramdas Mahadik प्र. रा. महादिक



17. Smt. Geeta Dattaram Kadam

सौ. गीता दत्ताराम



18. Shri. Vijay Pandurang Musale

Vijay



✓ SHANKAR ANANT
19. Shri. Anant-Krushna More

Anant





20. Smt. Kalpana Suhas Mandave



21. MR. RAVINDRA BHARAT GOSAVI

MR. VIJAY BHARAT GOSAVI

21. Smt. Sulochana Bharat Gosavi

MR. SANJAY BHARAT GOSAVI



DEEPALE

22. Smt. Dipali Dilip Kolambakar

सौ. दिपाली दि. कोलंबकर



23. Shri. Dhondiba Devu Jadhav

Dehu



24. Shri. Subhash Kashinath Redkar

Subhash



25. Shri. Domnik F. Pacheco
SMT. PRAMILA DOMNIC PACHECO

प्रमिला डॉ. पॅचेको



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26. Smt. Vatsala Shantaram Jadhav

(L.H.T)

Taken Before me

Shantaram Jadhav
Laxmanjali Gangotri
Nandgardi

27. Smt. Sitabai Ramchandra Pugaonkar

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28. Shri. Ramesh Gangaram Choukekar



29. Smt. Vatsala Shashikant Nagavekar

30. Smt. Prabhavati Shankar Jadhav
MR. VIJAY SHANKAR JADHAV

Prabhavati





31. Shri. Santosh Narayan Chavan

Santosh Narayan Chavan



32. Shri. Pradip Ramchandra More

Pradip Ramchandra More



In the presence of

- 1.
- 2.

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SIGNED SEALED AND DELIVERED BY THE
WITHIN NAMED "DEVELOPERS"

M/S. DHANALAXMI ENTERPRISES BUILDERS

& DEVELOPERS, Through its Partners

SHRI. SURESH JAISING MORE

&

SHRI. PRAVIN PANCHABHAI PATEL

SHRI. SACHIN BABARAO KALE

In the presence of

1. *Pradip Ramchandra More*
2. *Pravin Panchabhai Patel*

Santosh Narayan Chavan

FOR DHANALAXMI ENTERPRISES
BUILDERS & DEVELOPERS

Santosh Narayan Chavan

PARTNER



FOR DHANALAXMI ENTERPRISES
BUILDERS & DEVELOPERS

Santosh Narayan Chavan

PARTNER



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FOR CHHAI AYAT ENTERPRISES
BUTTER & CO. PERS

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FOR CHHAI AYAT ENTERPRISES
BUTTER & CO. PERS