

**MALAD SHANTI APARTMENT
CO-OPERATIVE HOUSING SOCIETY LTD.**

(Registration No BOM/HSG/P8851 of 1982)

CTS NO. 939-A / 14-Village Phadhi Goregaon,
Nadiadwala Colony No. 1, S.V. Road,
Malad (West), Mumbai-400064.

Cancellation Deed

A & A SHELTERS P. LTD. ^{with}

Date 17-11-2015 at Borivili (W), BARAL-1-10515-2015

ENCLOSURE AND



URMI CONSULTANCY

Consultants in: Documentation, Stamp Duty, Registration of Documents

E-mail: darshshah2006@rediffmail.com
darshshah2006@yahoo.com

**Office No. B/3,Hareshwar Apartment.
Pannalal Ghosh Marg, Somwar Bazar,
Malad (W), Mumbai - 400 064.
Phone: 022 2882 1680**

प्रावर्ती

प्रावर्ती

Original/Duplicate

Tuesday, November 17, 2015
2:59 PM

नोंदणी क्र. : 39M
Regn.:39M

प्रावर्ती क्र. : 12576 दिनांक: 17/11/2015

गावांचे नाव: श्री. एस. पहाडीगोरेशांत
दस्तऐवजाचा अनुक्रमांक: वरेन-१ -10615-2015
दस्तऐवजाचा प्रकार: रद्दुलेष्ट
सांदर करण्यान्याचे नाव: मालांग शांती अपार्टमेंट सीएचएस लिमिटेड ने वेअरमन कुजरा-
दोहिंया

नोंदणी की	₹. 30000.00
दस्त हाताळणी की	₹. 3800.00
पृष्ठांची संख्या: 190	

एकूण ₹. 33800.00

दृ. निवेदिक बोरीवली १

वाजार मुल्य: ₹.0/-

चृ. दुर्लभ निवेदिक, बोरीवली क्रा -१,

मोबायल ₹.2737445/-

मुंबई उपनगर जिल्हा.

भरलेले मुद्रांक शुल्क: ₹. 138000/-

1) देयकाचा प्रकार: eChallan रक्कम: ₹.30000/-

हीटी/घनाविलासी ऑफर नमोक: MH004891926201516E दिनांक: 17/11/2015
वेकिंग नाव क. पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: ₹ 3800/-

नोंदणी की माफी असल्यास तपशील -

1) Fee Adjustment : Fee Adjustment (yashada training) code added for
keeping track of adjusted fees



ग्राहनीकरण

Wednesday, 18 November 2015 11:24
AM

इतर पावती

Original/Duplicate

नोंदणी नं. 39M

Regn. 39M

पावती कं. 12581 विताक: 18/11/2015

ग्राहनी नाव: एस.पहाडीगोरगांव
दस्तऐवजाचा अनुक्रमांक: वरख. १ - 10515-2015
दस्तऐवजाचा प्रकार: रक्षलेख
सावदर करणाऱ्याचे नाव: मालाळ शाही अगार्टमेंट नीएचएस लिमिटेड ने चअरणत कुऱ्हर. दोडिया
वर्णन

दस्त हाताळणी फी
पुढांची माझ्या: 48

रु. 960.00

एकूण:

रु. 960.00

दू. नियंत्रक दोसीवली १

१) देयकराचा प्रकार: By Cash रक्कम: रु 960/-

स्व. दुर्घाग निराक, बोरीवली, मुंबई ३८००८८
मुंबई ३८००८८ अप्नवर विलळा.

CHALLAN
MTB Form Number 6

Mobile No. :- Not Available



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DEED OF CANCELLATION

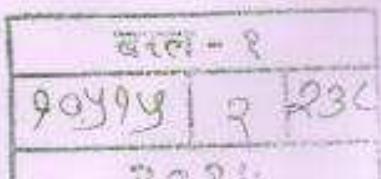
This Deed of Cancellation ("Deed") made at Mumbai on this 17th day of November, 2015 by and between:

1. **MALAD SHANTI APARTMENT CO-OPERATIVE HOUSING SOCIETY LIMITED** a society registered under the Maharashtra Co-Operative Societies Act, 1961 under Registration No. BOM/HSG/0-8551/0682 dated January 20, 1982 having its registered office at Nadiadwala Colony, Road No. 1, Malad (West), Mumbai – 400064 hereinafter referred to as "the said Society" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **FIRST PART**;
2. **A&A SHELTERS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office address at B – 202, Remi Biscourt, Shah Industrial Estate, off Veera Desai Road, Andheri (West), Mumbai – 400053, hereinafter referred to as "the Developer" (which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

The said Society and the Developer shall be collectively referred to as "the Parties" and individually as "a Party".

WHEREAS

- A. Vide various deeds and documents, the said Society was formed and registered on January 20, 1982 under the provisions of the Maharashtra Co-Operative Societies Act, 1960 bearing registration no. BOM / HSG / P – 8551 of 1982 in respect of the building known as Malad Shanti Apartment and was conveyed all that piece and parcel of land or ground or plot (Khoti Tenure) bearing CTS No. 939 / A / 14, Housing Scheme Plot No. 20 and 21 containing by admeasurement 760.80 square meters or thereabouts situate partly at Mouje Pahadi near Malad (w) and partly at Mouje Malad Taluka South Salsette in the Registration Sub-District Bandra, bearing Survey No. 149 (part) Plot No. 1 (part) and shed No. 77 (part) of Malad (w) Nadiadwala Lane together with the structure standing thereon ("the Subject Property");
- B. Thereafter a stamped and registered (BRL – 7 – 7447 – 2013) Redevelopment Agreement dated August 21, 2013 ("the Redevelopment Agreement") was entered into between the said Society and the Developers. Vide the Redevelopment Agreement, the said Society agreed to grant development rights for the purpose of redevelopment of the Subject Property to the Developers. A copy of the Redevelopment Agreement is annexed hereto as Annexure A;
- C. Subsequently, a stamped and registered (BRL – 7 – 10305 – 2014) Supplementary Agreement dated December 17, 2014 ("Supplementary Agreement") was entered into between the said Society and the Developers. A copy of the Supplementary Agreement is annexed hereto as Annexure B;
- D. Thereafter, owing to defaults of the Developers and their failure to comply with the timelines of the Redevelopment Agreement and Supplementary Agreement, the said Society issued a 30 day Letter / Notice of Termination on August 31, 2015 to the Developers, terminating the Development Agreement and Supplementary Agreement.



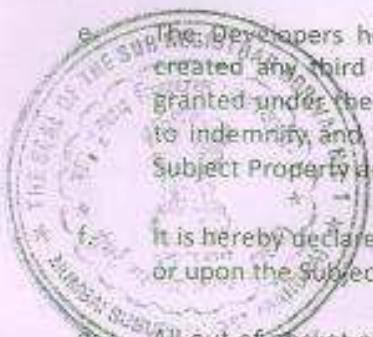
E. The Parties have now mutually decided to cancel the Redevelopment Agreement and Supplementary Agreement. Hence the present Deed.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. It is agreed recorded and declared that the said Redevelopment Agreement dated August 21, 2013 and Supplementary Agreement dated December 17, 2014 between the Parties for granting certain development rights over the Subject Property is hereby mutually cancelled and treated as null and ineffective.
2. In consideration of the aforesaid cancellation of the Redevelopment Agreement and Supplementary Agreement, the said Society¹ has agreed to pay and has paid a sum of Rs. 75,00,000 to the Developers for the reimbursement and consideration as under.
 - a. Reimbursement for Corpus fund paid @ INR 207,000 per member x 16 members i.e. INR 33,12,000.00
 - b. Reimbursement of the Payment of stamp duty and Registration Fees on Redevelopment Agreement signed on 21.8.13 and Supplementary Development Agreement signed on 17.12.2014, i.e. Rs. 14,50,555.00
 - c. A sum of Rs. 27,37,445.00 towards other consideration in lumpsum for payment of conveyance and any other expenses on any account incurred on behalf of the society.

As the payment made by the society to the Developers in clause a & b refers to the reimbursement of the payments made by the Developers to the society and expenses incurred for registration of the Development Agreement and Supplementary Development Agreement, the present document has been stamped at 5% on the balance consideration amount of Rs. 27,37,445.00.

- The said Society has paid the aforesaid amount to the Developers on or before execution hereof and the Developers doth hereby admit, acknowledge and confirm the receipt of the said amount and give complete discharge to the said Society.
- The Developers hereby confirm and declare that they have not directly or indirectly created any third party rights in respect of the Subject Property / development rights granted under the Redevelopment Agreement and Supplementary Agreement and agree to indemnify and keep indemnified the said Society against any claim in respect of the Subject Property arising out of any act or deed of the Developers.
- It is hereby declared that the Developer hereafter has no claim, right, title or interest in to or upon the Subject Property / any development rights in respect thereof.
- All out of pocket expenses, costs, charges, stamp duty and registration charges in respect of this Deed shall be borne and paid by the said Society and the Developers in equal proportion.



W.E.D. - 2
90494 3 236

In witness whereof the parties hereto have executed these presents on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED for and on
behalf of the within named **A&A SHELTERS**
PRIVATE LIMITED by Mr. Abhishek Vyas who has
been authorized by the Resolution of its Board
A&A Shelters Pvt. Limited of Directors passed in
their meeting held on 10 th October 2015



① in the presence of:
Sumati J. Lakhani : - *Sumati J. Lakhani*

SIGNED SEALED AND DELIVERED for and on
behalf of the within named **MALAD SHANTI**
APARTMENT CO-OPERATIVE HOUSING SOCIETY
LIMITED by Mr. Kunjar Dodia Chairmen and Mr.
C.U Khanderia – Member who has
been authorized by the Resolution dated 10.11.15



② in the presence of:
Ajay Pagare : - *Ajay Pagare*



बट्टा - २
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