

391/16035

पावती

Original/Duplicate

Thursday, July 28, 2022

नोंदणी क्र. :39म

7:11 PM

Regn.:39M

पावती क्र.: 17226 दिनांक: 28/07/2022

गावाचे नाव: मुलुंड

दस्तऐवजाचा अनुक्रमांक: करल4-16035-2022

दस्तऐवजाचा प्रकार : पर्यायी जागेचा करार

सादर करणाऱ्याचे नाव: माया जितेंद्र मेहता

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1880.00

पृष्ठांची संख्या: 94

**DELIVERED**

एकूण:

रु. 31880.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

7:29 PM ह्या वेळेस मिळेल.

*Shastri*

सह दु.निबंधक कुर्ला - 4

बाजार मुल्य: रु.5883500 /-

मोबदला रु.6256000/-

भरलेले मुद्रांक शुल्क : रु. 313300/-

**सह दु.निबंधक कुर्ला - ४**  
**मुंबई उपनगर जिल्हा**

1) देयकाचा प्रकार: DHC रक्कम: रु.1880/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2807202202536 दिनांक: 28/07/2022

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH015836244202122E दिनांक: 28/07/2022

बँकेचे नाव व पत्ता:

**DELIVERED**



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग  
मुल्यांकन अहवाल सन - 2022

- A -1) महानगरपालिका : मुंबई
1. दस्ताचा प्रकार :- पर्यायी जागेचा करार अनुच्छेद क्रमांक : 25(B)
  2. सादरकर्त्याचे नाव :- MAYA JITENDRA MEHTA
  3. तालुका :- कुर्ला
  4. गावाचे नाव :- मुलुंड पश्चिम
  5. नगरभूमापन क्रमांक / सर्वे क्रमांक/ अंतिम भूखंड क्रमांक:- 1200 (PART) AND 1201 (PART)
  6. मूल्य दरविभाग (झोन) :- 123 :- उपविभाग :- 568
  7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औद्योगिक  
प्रति चौ मी दर :- - 1,26,570/- - - -
  8. दस्तात नमूद केलेल्या मिळकतीचे क्षेत्रफळ :- 941 चौ. फुट. मोफा कारपेट म्हणजेच 985 चौ फुट रेरा कारपेट
  9. कार पार्किंग :- 1 गच्ची :- - पोटमाळा :- -
  10. मजला क्रमांक :- 9 वा मजला उद्वाहन सुविधा :- आहे
  11. बांधकाम वर्ष :- नवीन घसारा :- \_\_\_\_\_
  12. बांधकामाचा प्रकार :- आरसीसी / इतके पक्के / अर्धे पक्के / कच्चे
  13. बाजारमूल्यदर तक्त्यातील मार्गदर्शन सूचना क्रमांक :- \_\_\_\_\_ ज्यान्वये दिलेली घट
  14. निर्धारित केलेले बाजारमूल्य :- 58,83,500/- ✓
  15. दस्तामध्ये दर्शविलेला मोबदला :- 62,56,000/- ✓
  16. देय मुद्रांक शुल्क :- 3,13,300/- भरलेले मुद्रांक शुल्क :- 3,13,300/-
  17. देय नोंदणी फी :- 30,000/-

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लिपिक

सह दुय्यम निबंधक कुर्ला - 8  
मुंबई उपनगर जिल्हा

Existing Flat Area 453 Sq. Ft. Carpet, Free of cost area as per development agreement 91 Sq. Ft. Carpet  
544 X 1.2 = 60.67 Sq. Mtr. Built up, 1 Car Parking, Stamp duty Applicable Rs.500/-

10.76

Purchase Area 397 Sq. Ft. Carpet

397 X 1.2 = 44.27 x 126570 x 1.05 = 58,83,500/-

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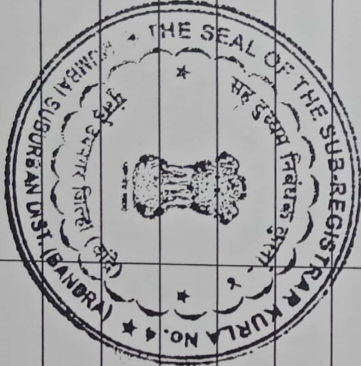




CHALLAN  
MTR Form Number-6



GRN	MH0156836244202122E	BARCODE			Date	30/03/2022-17:03:28	Form ID	25.1
Department	Inspector General Of Registration	Payer Details			TAX ID / TAN (if Any)			
Type of Payment	Stamp Duty Registration Fee	Full Name			PAN No.(if Applicable)			
Office Name	KRL4_JT SUB REGISTRAR KURLA NO 4	Flat/Block No.			HS CORAL			
Location	MUMBAI	Premises/Building			FLAT NO. 903 9TH FLOOR HS CORAL			
Year	2021-2022 One Time	Road/Street			ZAVER ROAD			
Account Head Details		Area/Locality			MULLUND WEST MUMBAI			
0030045501	Stamp Duty	Town/City/District						
0030063301	Registration Fee	PIN			4 0 0 0 8 0			
Total		Amount In			Three Lakh Forty Three Thousand Three Hundred Rupee			
3,43,300.00		Words			es Only			
IDBI BANK		FOR USE IN RECEIVING BANK						
Cheque/DD Details		Bank CIN	Ref. No.	69103332022033032918 2737944608				
Cheque/DD No.		Bank Date	RBI Date	30/03/2022-17:05:34 31/03/2022				
Name of Bank		Bank-Branch		IDBI BANK				
Name of Branch		Scroll No. , Date		100 , 31/03/2022				



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Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
धरत वलन कल दस्ता निखक कार्यालयत नोदणी कलावाच्या दस्तासारी तागु आहे . नोदणी व कलावाच्या दस्तासारी धरत वलन तागु आहे।

Verified  
Digitally signed by DS  
VIRTUAL TREASURY  
MUMBAI 03  
Date: 2022.07.28  
11:15:19 IST  
Reason: GRA's Secure  
Document  
Location: India

Mobile No. : 7039411234

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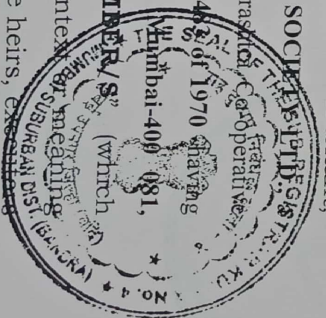
**AGREEMENT FOR ALLOTMENT**

**OF PREMISES TO THE MEMBER OF THE SOCIETY  
[PERMANENT ALTERNATE ACCOMMODATION AGREEMENT]**

ARTICLES OF AGREEMENT made at Mumbai, this 31<sup>st</sup> day of March 2022 BETWEEN M/s. H.S. CORAL, a Partnership firm registered under the provisions of Indian Partnership Act, 1932, and having its registered office at A-102/103, Shiv Siddhi CHS, above Apna Sahakari Bank, G.V. Scheme Road No.1, Mumbai -400 081, hereinafter referred to as "**THE DEVELOPERS**" (which terms and expression shall unless it to be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being constituting the said firm, the survivors or survivor of them, their / his heirs, executors, administrators and assigns) of the First Part,

*M. J. Mehta*  
*Parag Mehta*  
*M. S. Mehta*  
*Laxmi*

**Mrs. Maya Jitendra Mehta**, age 65 years, Indian inhabitant, member of HEM KUNJ CO-OPERATIVE HOUSING SOCIETY LTD., a Society duly registered under the provisions of the Maharashtra Societies Act, 1960, bearing Registration No. BOM/HSG/2483 of 1970 and having its registered address at Zaver Road, Mulund (West), hereinafter called and referred to as "**THE MEMBER/S**" (which expression shall unless it be repugnant to the context thereof mean and include her/his/their respective heirs, administrators and assigns ) of the **SECOND PART**.



AND

**HEM KUNJ CO-OPERATIVE HOUSING SOCIETY LTD.**, a Society duly registered under the provisions of the Maharashtra Co-Operative Societies Act, 1960 (Mah. XXIV of 1961), bearing Registration No. BOM/HSG/2483 of 1970, through its office bearers viz, (1)Laxmi Chettiar, **Chairman**, (2)Jitendra K Shah, **Secretary** and (3) Parag Mehta, **Treasurer**, having its registered office at Zaver Road, Mulund (West), Mumbai-400 080, hereinafter referred to as "**THE SOCIETY**" (which terms and expression shall unless it be repugnant to context of meaning thereof be deemed to mean and include its present office bearers and their lawful successors and assigns) of the Third Part ;

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*Chettiar*  
*M. S. Mehta*

*M. S. Mehta*

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WHEREAS by virtue of Deemed/Unilateral Deed of Conveyance dated 26<sup>th</sup> August 2019, registered in the office of the Sub-registrar of Assurance at Kurla under Serial No. KRL-2/10376 of 2019, HEM KUNJ CO-OPERATIVE HOUSING SOCIETY LTD became the Owner and as such absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel land or ground hereditaments and premises, bearing Plot No.7, Survey Nos. 345, 345A/2, 345/1/1, CTS No.1200 (Part), area 316.30 sq. mtrs and CTS No.1201 (part), area 263.95 sq. mtrs, collectively admeasuring 580.25 sq. mtrs. or thereabouts of Village Mulund (West), Taluka Kurla, Mumbai Suburban District together with the /Building standing thereon, presently known as Hem Kunj CHS; Ltd; situated at Zaver Road, Mulund (West), Mumbai-400 080 and more particularly described in the schedule hereunder written, (hereinafter referred to as the "SAID PROPERTY")

AND WHEREAS the name of the said Society is recorded in the record of rights of the said property maintained by the Assessor & Collector, MCGM and also the Property Register card of the said property maintained by the City Survey



AND WHEREAS the said building of the said Society has been assessed by the Municipal Corporation of Greater Mumbai under Assessment Ward No. TX0242950000000, a copy of the Municipal Assessment tax bill is annexed hereto and marked as Annexure 'A'.

AND WHEREAS the said existing building belonging to the Society became very old (i.e. nearly 52 years old) and in dilapidated condition and requires extensive repairs besides which several works of improvements are required to be carried out to the building structure and cost of such repairs and renovations and improvements is considerable and the members of the Society are not interested to raise the funds for carrying out the work of repairs, renovation and improvements and therefore, the Society members opted for redevelopment of the said Property by demolishing the said Building and construction of new Building (hereinafter referred to as "the said New Building") by utilising the FSI originating from the said Property additional FSI (including TDR, Fungible FSI or by whatever nomenclature such FSI is referred to under the DCPR 2034) up to the maximum potential of the said Property- inter-alia, for the benefit of its members had

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invited offers for the same instead of carrying out repairs repeatedly.

AND WHEREAS by and under **Development Agreement, dated 1<sup>st</sup> November 2021**, registered in the office of the Sub-Registrar of Assurances at Kurla, under Serial No. **KRL-4/19931 of 2021**, for the consideration and on the terms, conditions and consideration mentioned therein, the said Society through its office bearers and consenting members of the Society granted the re-development rights in respect of the said Property to **M/s. H.S. CORAL**, a Company formed under the provisions of the Companies Act, 1956 having its registered office at registered Partnership firm under the provisions of Indian Partnership Act, 1932, and having its registered office at A-102/103, Shiv Siddhi CHS, Sahakari Bank, G.V. Scheme Road No.1, Mumbai -400 080.



AND WHEREAS the said Society through its office bearers also granted to the partners of the Developers, a **General Power of Attorney dated 1/11/2021**, registered in the office of the Sub-Registrar of Assurances at Kurla, under Serial No. **KRL-4/19932 of 2021** and delegated various powers for doing various acts, things and matters in respect of the said property.

AND WHEREAS under the circumstances stated herein above as on today on the strength of the various document referred above the Developers herein are entitled to develop the said Property by constructing new Building.

AND WHEREAS the Developers arrived at settlement with the members of the Society (including Member herein) and obtained their respective consent for re-development of the said property by demolishing the existing old building, standing thereon and constructing new building in its place.

AND WHEREAS the building plans to be constructed on the said property are approved by the Municipal Corporation of Greater Mumbai and IOD has to been obtained bearing No. P-8451/2021(1200 AND OTHER)/T WARD/MULUND-W/IOD/1/NEW dated 13/01/2022

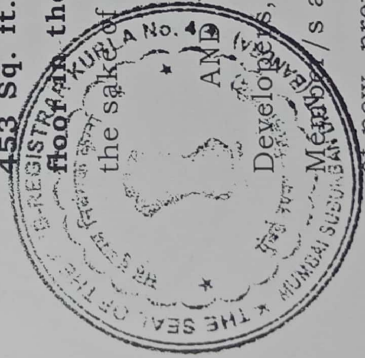
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AND WHEREAS as a result of the said Agreements, the Developers are alone entitled and enjoined upon to construct building/s on the said Property in accordance with the sanctioned plan and rules and regulations of the municipal authorities.

AND WHEREAS the Developers arrived at arrangement with an Architect, who are registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects and the appointment of Structural Engineer for the preparation of the structural design and drawing of the said new building has been done till the completion of the Building.

AND WHEREAS the Member herein is the Owner in respect of the **Residential Flat bearing No.2, admeasuring 453 Sq. ft. Carpet area as per MOFA , located on Ground floor of the old building** of the said Society (hereinafter for the sake of brevity referred to as **"the said existing Flat"**).



AND WHEREAS in lieu of the said existing Flat, the Developers, agreed to provide/allot to the Member/s and the Member/s agreed to accept from the Developers the allotment of new premises in the said new building to be constructed on the said property, as mentioned hereinafter and more particularly specified in the said Development Agreement.

AND WHEREAS the Member has taken inspection of all the documents of title relating to the said property, the said Agreements, plans, designs and specifications prepared by the Developers Architects and of such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion, sale, management and transfer) Act, 1963 AND Real Estate (Regulation & Development) Act, 2016 (RERA) (hereinafter referred to as "the said Acts") and the rules made there under.

*[Handwritten signature]*

*Laxmi K...*

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AND WHEREAS the Copies of the Revenue Records showing nature of title of the Society/Developers to the said property on which the said building is to be constructed, the Copy of IOD, the copies of Certificate of Title issued by the Advocate and copies of plans and specifications of the Premises agreed to be acquired by the Member and approved by the concerned municipal authorities have been annexed hereto and marked as Annexure "A", "B" "C" and "D" respectively.

AND WHEREAS the Developers have accordingly agreed to demolish the said old building of the Society, including the said existing Flat, presently occupied by the Member and commence construction of the said new building/s in accordance with the said plans.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said Property while construction of the said building and upon due observance and performance of which only the completion and Occupation Certificate in respect of the said building shall be granted by the concerned local authority.

AND WHEREAS in the circumstances, the Parties hereto are entering into this Agreement for the purpose of recording the terms and conditions agreed upon between themselves including, *inter alia*, to record the obligation of the Developer to hand over the **New Premises** to the Member in the New Building to be constructed by the Developer on the Land and provide other benefits/entitlements/payments, as per the terms and conditions of the said Development Agreement.

AND WHEREAS the Member is/are interested in allotment of the Flat Premises bearing No. **903**, to be located on the **9<sup>th</sup>** Floor, in the new Building to be constructed on,



Laxmi

*[Signature]*

M. J. Mehta

*[Signature]*

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the said property (hereinafter referred to as 'the said New Premises') (i.e. existing area + additional free allotted area + purchased area), on ownership basis, more particularly described in the **Second schedule** hereunder written and applied for the allotment of the Flat Premises No. **903** on the **9<sup>th</sup>** floor of the said new building to be erected on the said property of the Society.

AND WHEREAS with the confirmation of the Society herein, the Developers agreed allot to the Member the Flat Premises bearing No. **903** on the **9<sup>th</sup>** Floor of the said new Building to be constructed on the said property, more particularly described in the First Schedule hereunder written on the terms and conditions hereinafter appearing.

AND WHEREAS under the Maharashtra Ownership Flat Act./RERA the Developers are required to execute a written Agreement for allotment of the said Flat Premises to the Member and also to register the same under the Registration



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

1. The Developer, the Member and the Society hereby declare that the statements, declarations and representations on their respective parts as contained in the foregoing Recitals as also hereinafter contained are true to their own knowledge and are made by them conscientiously, believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct, the Developer and the Member, as the case may be, have agreed to execute this Agreement in respect of the Property and to give/acquire, as the case may be, the development rights for valuable consideration and to undertake several obligations as herein set out.

2. The Developers shall under normal circumstances, construct the new Building known as **HEM KUNJ CO-OPERATIVE**

Laxmi Jherani

M. S. Member



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**HOUSING SOCIETY LTD.**, consisting of Ground /stilt plus **10** upper floors on the said property more particularly described in the First Schedule written hereunder, in accordance with the plans, designs and specifications prepared by their Architect and approved by the Municipal Authorities under IOD No. P-8451/2021(1200 AND OTHER)/T WARD/MULUND-W/IOD/1/NEW dated 13/01/2022\_ and which have been seen and approved by the Member/s, with only such variations and modifications as the Developers may consider necessary or as may be required by the concerned local authority, the Government to be made in them or any of them.



Provided that the Developers shall have to obtain prior consent in writing of the Society in respect of such variations or modifications which may adversely affect area of (Member/s) his/her Premises.

3. The Member/s hereby agrees to acquire from the Developers and, the Developers with the confirmation of the Society hereby agree to allot on ownership basis to the Member, permanent Alternate accommodation in the form of the said Premises, i.e. **Flat No. 903, having wall to wall Carpet area of 941 sq. ft. or thereabouts in conformity with the said Development Agreement inclusive of the area of balconies and projections of column area, (RERA area 985 sq. ft. carpet) (453 sq. ft. carpet area in lieu of existing Premises, free of cost plus 91 sq. ft. additional carpet area in conformity with the said Development Agreement, free of cost plus 397 sq.ft. carpet purchased area ) located on the 9<sup>th</sup> floor** of the said new Building to be constructed on the said property and shown in the Tentative floor plan thereof hereto annexed and marked **Annexure "D"** and more particularly described in the **Second Schedule** here under written (hereinafter referred to as "**the Said Premises**")

4. The total price of the said additional purchased area comprised in the said premises inclusive of the proportionate price of common areas and facilities appurtenant to the premises to be paid by the Member/s to the Developer works out to **Rs.62,56,000/- (Rupees Sixty Two Lakh Fifty Six Thousand**

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free from encumbrances and reasonable doubts. The Developers have obtained the title certificate of the said property from their Advocate, Copy whereof is hereto annexed and marked as Annexure "C".

9. The Member/s declares that he/she is a bonafide member/s of the said Society and he/she has not created any encumbrances of whatsoever nature against the said existing Flat and/or membership rights, which are valid and subsisting. If any person/s claims any right, title or interest in respect of the said existing Flat and thereby, the Developers suffer any losses, expenses, proceedings then, the Member shall indemnify and keep indemnified to the Society and Developers against all such losses and expenses on their own risk and cost.

10. The fixtures, fittings and amenities to be provided by the Developers in the said Premises are those that are set out in Annexure "B" annexed hereto.



11. The Developers shall give possession of the said premises to the Member on or before 30th JUNE 2024. It is further stated that the Developers shall be entitled to reasonable extension of time for giving delivery of premises on the store said date, if the completion of building in which the premises are to be situated is delayed on account of-

- (i) non-availability of steel, cement, other building material, water or electric supply;
- (ii) War, civil Commotion or act of God;
- (iii) any notice, order, rule, notification of the Government and/or other public or competent authority.
- (iv) lockdown due to pandemic disease
- (v) any other reasons, beyond control of the Developers.

If the Developers, fail to complete the new building and handover the possession of the new Premises to the existing members within the specified period as agreed herein save and except the force majeure conditions as mentioned herein, then in addition to the rent towards temporary alternate accommodation and without prejudice

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to the legal remedies specified in this Agreement, the Developers shall pay to the Society liquidated damages of Rs.3,00,000/- (Rupees Three Lakh only) per month till the completion of the proposed new building and handing over the possession of the new premises to the existing members of the Society. The said amount shall be distributed among Existing members by the Society.



12. The Member shall use the said premises or any part thereof for residential purpose or permit the same to be used only for the purpose of residence. The Member has agreed for the Tower as proposed by the Developer in the plans. It is specifically clarified that the Member shall at their own cost and responsibility maintain access in the said premises as well as its surrounding area and ensure nuisance or un-healthy atmosphere is created.

13. The Member/s confirm that at present, he/she is holding membership rights of the said HEM KUNJ CO-OPERATIVE HOUSING SOCIETY LTD. If required, he/she from time to time shall sign and execute the necessary documents on solemn affirmation, necessary for continuation of membership rights, including the bye-laws of the Society and duly fill in, sign and return to the Developers within 8 days of the same being forwarded by the Developers, so as to enable Developers to give continuity to the membership rights of the Member to the said Society as required under the said Act. No objection shall be taken by the Member, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent Authority.

It is agreed by the parties hereto that within 12 months from the receipt of full Occupation Certificate of the entire building, if the Developers are not able to sell/allot all the Premises in the new building, the Developer shall be liable to pay Property taxes and levies of Government if any for such un-sold Premises. After expiry of the said 12 months period, the Society hereby agrees and undertakes to admit the Developers as the member of the Society in respect of unsold/non allotted

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balance F.S.I. etc. will remain the property of the of the Developer as hereinbefore mentioned.

20. It is further clarified that on registration of this Agreement, the Member's rights over the said existing Flat shall be extinguished and in lieu thereof rights over the said premises are created on the terms and conditions, agreed herein.

21. Any existing loan on the existing flat shall be responsibility of the member to pay their Emi & loans to banks in proper manner during the construction period & Developer shall not be liable for any such outstanding emi's or loan on existing flat. The information to their respective bank regarding redevelopment of the said building shall intimated by the member itself. Any such obligation raised by any bank during construction period regarding existing loan on existing flat, member alone shall be responsible to settle the same at his own responsibility.

22. Any of the unsold shops/flats/offices/commercial premises or any sale area under the scheme are not sold by the Developer after giving the possession to the members, the Developer shall hold such unsold shops/flats/offices/commercial premises in his own name as an unsold inventory & shall have unrestricted rights & authority to sell and dispose off to any prospective purchaser and society/member shall not object to any such sale nor shall they will refuse to enroll the purchaser as a member in the society.

23. It is agreed by the Society/Member that all the new prospective purchaser in the said project shall merged & added as a new member of **HEM KUNJ CO-OPERATIVE HOUSING SOCIETY LTD.**, & society / member will accept them as a new member without any objection.

24. The Member shall present this Agreement at the proper registration office of Registration within the time limit prescribed by the Registration Act, and the Developers will attend such office and admit execution thereof.



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M. J. Mehta P. S.

M. J. Mehta

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25. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in the front of or adjacent to the terrace premises in the said building, if any shall belong exclusively to the respective purchaser of the terrace Premises and such terrace spaces are intended for the exclusive use of the respective terrace Premises purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Developers and the Society, the refuge area provided as per MCGM in the new building shall be kept vacant all the time and members' having adjoining flats shall create no rights/title to utilize these areas and these area shall be the sole property of the society.

26. All notices to be served on the Member as contemplated by this Agreement shall be deemed to have been duly served if sent to the Member by Registered Post A.D/ under certificate of posting at his/her address specified below-



**Mrs. Maya Jitendra Mehta**  
Flat no : C-9/2 , Mayuri Apartment , R.h.b Rd ,  
Mulund West , Mumbai : 400 080

shall be the duty of the Member/s and the Developers to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developers or the Member/s , as the case may be.

27. The Stamp duty and registration charges of this Agreement shall be borne and paid by the Developers, alone, as agreed in the said Development Agreement. The Developers have availed benefit under Government Resolution No. TPS-1820/Ano.27/Pr. No.80/20/Nov-13.

28. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any

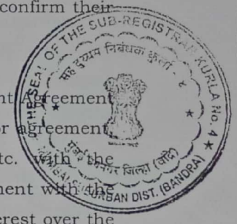
Laxmi *[Signature]* 20 *[Signature]* M.J. Mehta

करल ४  
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subsequent Transferee, in case of a transfer, as the said obligations go along with the said new premises for all intents and purposes.

29. Each of the Parties shall co-operate with the others and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested, from time to time, in order to carry out, give effect to and confirm their rights and intended purpose of this Agreement.

30. This Agreement shall read with the Development Agreement dated **1st November 2021** & shall supersede all prior agreement, commitment, letter, correspondence, documents etc. with the Member and shall be treated as full and final agreement with the Member with regard to all his/her right, title and interest over the said New Premises.



31. The parties hereto state, declare & confirm that the **Development Agreement, dated 1st November 2021**, executed between the said **HEM KUNJ CO-OPERATIVE HOUSING SOCIETY LTD.**, and its members and the Developers herein is valid and subsisting as on today and is not revoked and / or cancelled by the executing parties.

32. The parties hereto state, declare & confirm that, they agree and bind themselves to comply with all the terms and conditions of the said **Development Agreement, dated 1st November 2021**. All terms of the said Development Agreements are not repeated here and all terms of the said Development Agreement is treated as embodied here and binding on the parties hereto. The Society and the Developers shall strictly follow its terms & conditions.

33. If there is more than one Member named in this Agreement, all obligations hereunder of such Members shall be joint and several. All communications shall be sent by the Developers to the Member, whose name appears first.

34. The Developers have registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act

Laxmi *[Signature]* *[Signature]* M.J. Mehta

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with the Real Estate Regulatory Authority (hereinafter referred to as "the said RERA Act) bearing No. P51800034742

35. Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

36. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, Management and Transfer) Act, 1963/ Cooperative Society's Act, 1960/ Real Estate (Regulation and Development) Act, 2016, Rules and Regulations and the rules made there under

The Draft of this Agreement is approved by the Society in the Special General Body Meeting held on **28<sup>th</sup> May 2022.**



IN WITNESSESS WHEREOF the parties hereto have hereunto set and subscribed their respective signatures and seal the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT piece and parcel of land bearing Survey No. 345, 345A/2, 345/1/1, C.T.S. No.1201 (part), admeasuring 263.95 sq.mtrs., or thereabouts and CTS No. 1200 (part) admeasuring 316.30 sq. mtrs. , collectively admeasuring 580.25 sq. mtrs. of Village Mulund (<sup>West</sup>~~West~~), Taluka Kurla, District Mumbai Sub-urban together with the Building standing thereon and known as Hem Kunj CHS; Ltd; situated at Zaver Road, Mulund (<sup>West</sup>~~West~~), Mumbai-400 080 and assessed under T-Ward of MCGM and bounded as follows; that is to say:

Lami

Hem

Meheta P.K.

M.J. Meheta

करल ४		
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२०२२		

On or towards the East by : **Shriram CHSL**

On or towards the West by : **Jayesh Bhuvan**

On or towards the North by : **Gopal Niwas NX**

On or towards the South by : **12.20m Zaver Road**

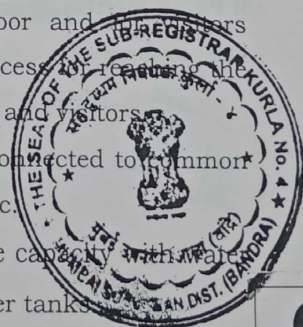
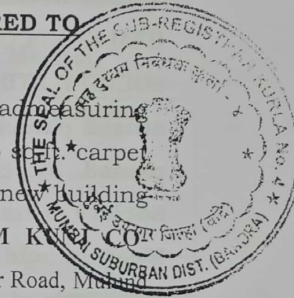
**THE SECOND SCHEDULE ABOVE REFERRED TO**

The Residential Flat premises bearing No. **903**, <sup>measuring</sup> **941** Sq. Ft. wall to wall Carpet area equivalent to **985** <sup>sq. ft.</sup> carpet area <sup>as per MahaRERA</sup> to be located on **9<sup>th</sup>** floor of the new building <sup>known as H S Coral &</sup> to be re-constructed and to be merged with HEM K

**OPERATIVE HOUSING SOCIETY LTD.**, situated at Zaver Road, <sup>Mumbai</sup> (West), Mumbai-400 080, consisting of stilt/ground and **10** upper floors and to be constructed on the property **along with Stack and Cantilever Parking**, more particularly described in the **First Schedule** hereunder written together with the benefit of common limited areas and facilities, as under.

with common areas and facilities :

- i) Entrance lobby and foyer of the building.
- ii) Staircase of the building including main landing.
- iii) The landing is limited for the use of the residents of the flats located on that particular floor and <sup>visitors</sup> thereto but is subject to means of access <sup>for residents of the</sup> other floors, available to all residents and visitors.
- iv) Electric meters and water meter/s connected to <sup>common</sup> lights, water connection, pump set etc.
- v) Underground water tank of adequate capacity <sup>with</sup> pumps connected with overhead water tanks.



SIGNED, SEALED & DELIVERED  
BY THE WITHINNAMED  
"DEVELOPERS"  
M/s. H.S. CORAL  
through its duly authorized partners  
**(1) Mr. Harsheel Mansukh Satra,**



For M/s. H S Coral

*[Signature]*  
Partner



*Laxmi*

*[Signature]*

*Melita P. K.*

*M. J. Mehta*

कतल ४  
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 २०२२  
 SIGNED, SEALED & DELIVERED



BY THE WITHINNAMED MEMBER

Mrs. Maya Jitendra Mehta M.I. Mehta M.I. Mehta

PAN: ABEPSS201IN

in the presence of

1. *[Signature]*



Receiver

Mrs. Maya

Five Lakh

purchased at

building know

Cheque

No.

NEFT


'COMMON SEAL of the within named the "SOCIETY"  
 HEM KUNJ CO-OPERATIVE HOUSING  
 SOCIETY LTD., has been herunto  
 affixed pursuant to the resolutions  
 passed by the members of the  
 Society at its Special General Body  
 Meeting held on 28<sup>th</sup> May 2022 by

the hands of

H. Jitendra K Shah, Secretary

H. Jitendra K Shah, Secretary



*[Signature]*



H. Jitendra K Shah, Secretary



*[Signature]*



(3) Parag Mehta, Treasurer



*[Signature]*

in the presence of

1. *[Signature]*



Witnesses

1. *[Signature]*

५२२४४		
१६०३१२८	६४	
२०२२		

**RECEIPT**

Received from the Member/s Shri/Smt.

**Mrs. Maya Jitendra Mehta**, a sum of Rs. **5,00,000** /- (Rupees

**Five Lakh** only) being **part consideration** of the additional

purchased area of Flat Premises No. **903**, located on **9<sup>th</sup>**, of the

building known as "Hs Coral" Zaver Rd, Mulund West, Mumbai

Cheque No.	Date	Bank	Amount
NEFT	31.03.2022	Punjab National Bank	5,00,000/-
<b>Total</b>			<b>5,00,000/-</b>

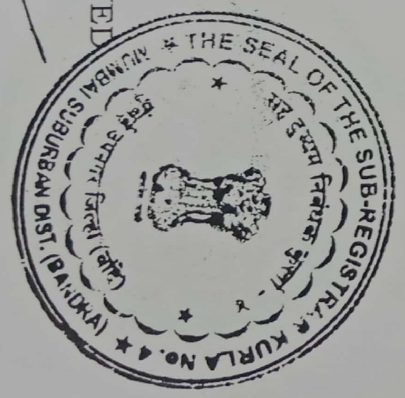
WE SAY RECEIVED

M/s. H.S. CORAL

through its duly authorized partners

(1) **Mr. Harshel Mansukh Satra**,

DEVELOPERS

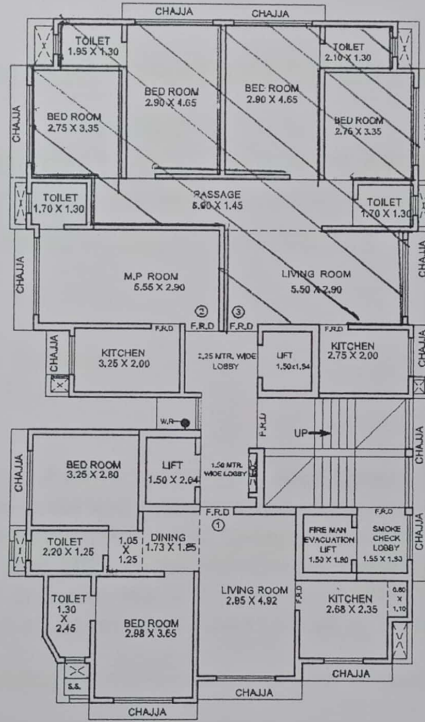





ANNEXURE- D

CARPET AREA OF FLAT NO. 903 ON 9<sup>th</sup> FLOOR IS 941 SQ. FT. (MOFA) - SQ. FT. WHICH IS COLOURED RED

करल ४  
903 ex  
ROPERA



9TH FLOOR PLAN  
 SCALE : 1:200



SIGNATURE OF DEVELOPER

M/S H.S. CORAL

PARTNER : HARSHEEL SATRA

PROPOSED BUILDING ON PLOT NO-7  
 S.NO.345,345A/2,345/1/1 BEARING C.T.S.  
 No. 1200 (pt.) and 1201 (pt.) OF VILLAGE  
 MULUND (W) AT ZAVER ROAD  
 H.S CORAL (HEMKUNJ C.H.S.L)

SIGNATURE OF MEMBERS / PURCHASER

1) M. J. Mehta

2) \_\_\_\_\_

3) \_\_\_\_\_

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२०२२	

C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-8451/2021/(1200 And Other)/T Ward/MULLUND-W/CC/1/New

COMMENCEMENT CERTIFICATE

To,  
M/S. H. S. Coral C.A. to Owner Hemkunj C.H.S.  
LTD.

A-102 103, Shiv Siddhi CHSL, Above Apna Sahakari  
Bank, G. V. Scheme, Road No. 1, Mulund (E),  
Mumbai 400 081.

Sir,

With reference to your application No. P-8451/2021/(1200 And Other)/T Ward/MULLUND-W/CC/1/New  
Dated: **08 Sep 2021** for Development Permission and grant of Commencement Certificate under Section 44 &  
69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission  
under Section 346 no 337 (New) dated **08 Sep 2021** of the Mumbai Municipal Corporation Act 1963, respect a  
building in Building development work of on plot No. 7 C.T.S. No. 1200 ,1201 Division 1200, 1201 and 1202 of the  
Planning Scheme No. MULLUND-W situated at Zaver road Road / Street in T Ward Ward



The Commencement Certificate / Building Permit is granted on the following conditions:-

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied on used of permitted form be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-

- a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. **Executive Engineer (BP) ES III** Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

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2022		

This OC is valid upto 7/4/2023

Issue On : 08 Apr 2022

Valid Upto : 07 Apr 2023

Application Number :

P-8451/2021/(1200 And Other)/T  
Ward/MULUND-W/CC/1/New

Remark :

OC. up to Still slab as per approved IOD plans dated 13.01.2022



Cc to :

1. Architect
2. Collector Mumbai Suburban /Mumbai District

Name : Hardepsingh  
Baiwanisinh Sachdeo  
Designation : Executive  
Engineer  
Organization : Personal  
Date : 06-Apr-2022 10:59:15

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Executive Engineer . Building Proposi  
Eastern Suburb T Ward Ward

P-8451/2021/(1200 And Other)/T Ward/MULUND-W/CC/1/New

8	8	8
90	90	90
2022	2022	2022

This CC is valid upto 7/4/2023

Issue On : 08 Apr 2022

Valid Upto : 07 Apr 2023

Application Number :

P-8451/2021/(1200 And Other)/T  
Ward/MULUND-W/CC/1/New

Remark :

C.C. up to Shift slab as per approved IOD plans dated 13.01.2022



Co to :

1. Architect
2. Collector Mumbai Suburban Mumbai District.

Name : Hardeepsingh  
Baiwantsingh Sachdeo  
Designation : Executive  
Engineer  
Organization : Parsipal  
Date : 08-Apr-2022 10:58:15

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Executive Engineer, Building Projects  
Eastern Suburb T Ward Ward

12	Lyotona A Sanghavi	443	531.6	358,830	27,180	29,445
13(a)	Luxmi Sunder Chhetbar	414	496	335,340	26,580	28,795
13(b)	Rajendra Sunder Chhetbar	414	496	335,340	24,840	26,910
14 (b)	Nayan T. Shah	710	180	575,100	42,600	46,150
14 (m)	Mili V. Shah	906	906	592,500	350,000	422,500

P-8451/2021/(1200 And Other)/T Ward/MULUND-W/CC/1/New

Pre-Registration summary(नोंदणी पूर्व गोषवारा )

391/16035

गुरुवार, 28 जुलै 2022 7:12 म.नं.

दस्त गोषवारा भाग-1

करल4

दस्त क्रमांक: 16035/2022

*er/ed*

दस्त क्रमांक: करल4 /16035/2022

बाजार मुल्य: रु. 58,83,500/-

मोबदला: रु. 62,56,000/-

भरलेले मुद्रांक शुल्क: रु.3,13,300/-

दु. नि. सह. दु. नि. करल4 यांचे कार्यालयात

पावती:17226

पावती दिनांक: 28/07/2022

अ. क्रं. 16035 वर दि.28-07-2022

सादरकरणाराचे नाव: माया जितेंद्र मेहता

रोजी 7:09 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1880.00

पृष्ठांची संख्या: 94

एकुण: 31880.00

दस्त हजर करणाऱ्याची सही:

सह दु.निबंधक कुर्ला - 4

सह दु.निबंधक कुर्ला - 4

दस्ताचा प्रकार: पर्यायी जागेचा करार

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्रा क्रं. 1 28 / 07 / 2022 07 : 09 : 10 PM ची वेळ: (सादरीकरण)

शिक्रा क्रं. 2 28 / 07 / 2022 07 : 09 : 48 PM ची वेळ: (फी)



दस्त गोपवारा भाग-2

करल4



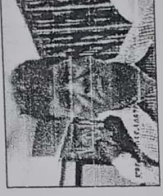



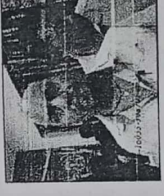



दस्त क्रमांक:16035/2022

CB/EX

07/2022 7 28:37 PM

दस्त क्रमांक :करल4/16035/2022

दस्ता प्रकार :-पर्यायी जागेचा करार

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:हेम कुंज को ऑप ही सोसा लि. चे चोअरमन लक्ष्मी चेटियार - मान्यता देणार पत्ता:प्लॉट नं: ऑफिस, माळा नं: 7, इमारतीचे नाव: 7, ब्लॉक नं: झवेर रोड, रोड नं: मुलुंड पश्चिम, मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर: AABAH5388L	मान्यता देणार वय :-79 स्वाक्षरी:- Laxmi		
2	नाव:हेम कुंज को ऑप ही सोसा लि. चे सेक्रेटरी जितेंद्र के शाह - मान्यता देणार पत्ता:प्लॉट नं: ऑफिस, माळा नं: 7, इमारतीचे नाव: 7, ब्लॉक नं: झवेर रोड, रोड नं: मुलुंड पश्चिम, मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर: AABAH5388L	मान्यता देणार वय :-66 स्वाक्षरी:- Jitendra		
3	नाव:हेम कुंज को ऑप ही सोसा लि. चे ट्रेझरर पराग मेहता - मान्यता देणार मान्यता देणार पत्ता:प्लॉट नं: ऑफिस, माळा नं: 7, इमारतीचे नाव: 7, ब्लॉक नं: झवेर रोड, रोड नं: मुलुंड पश्चिम, मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर: AABAH5388L	मान्यता देणार वय :-57 स्वाक्षरी:- Meheta P		
4	नाव:एच एस कोरल चे पार्टनर हर्षिल मनसुख सत्रा तर्फे मुखत्यार म्हणून आनंद लुससीदास ठक्कर पत्ता:प्लॉट नं: ऑफिस नं. ए-102/103, माळा नं: 7, इमारतीचे नाव: शिव सिद्धी को ऑप ही सोसा, ब्लॉक नं: आपना सहकारी बँक वस्ती, जी. वी. स्कीम रोड नं. 1, रोड नं: मुलुंड पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर: AAOFH1980Q	लिहून देणार वय :-47 स्वाक्षरी:- A/T		
5	नाव:माया जितेंद्र मेहता पत्ता:प्लॉट नं: 7, माळा नं: 7, इमारतीचे नाव: हेम कुंज को ऑप ही सोसा लि., ब्लॉक नं: झवेर रोड, रोड नं: मुलुंड पश्चिम, मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर: AAHPM7264R	लिहून घेणार वय :-65 स्वाक्षरी:- M. I. Meheta		

दस्तरेवज करून देणार तथाकथीत पर्यायी जागेचा करार

चा दस्तरेवज करून दिल्याचे कबुल करणे

कका क्र.3 ची वेळ:28 / 07 / 2022 07 : 26 : 01 PM

व्य:-

लील इसम असे निवेदीत करतात की ते दस्तरेवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांचे ओळख पटविल्यात

पक्षकाराचे नाव व पत्ता

1 नाव:महेश मुणगोकर्

वय:45

पत्ता:साचिन कन्सल्टन्सी,शॉप नं-6, एकझीम लिंक,मुलुंड गोरेगाव लिंक

रोड,मुलुंड पश्चिम, मुंबई

पिन कोड:400080

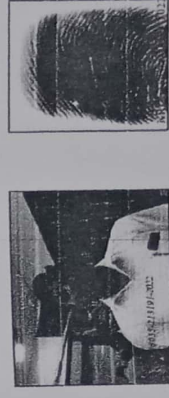
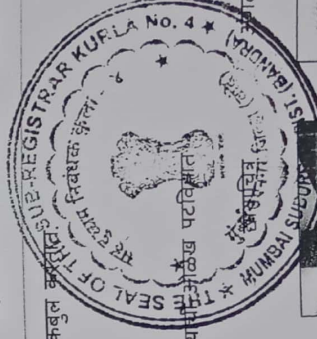
2 नाव:विनोद पेजे

वय:41

पत्ता:साचिन कन्सल्टन्सी,शॉप नं-6, एकझीम लिंक,मुलुंड गोरेगाव लिंक

रोड,मुलुंड पश्चिम, मुंबई

पिन कोड:400080



## सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 4

दस्त क्रमांक : 16035/2022

नोदणी :

Regn:63m

07/2022

## गावाचे नाव : मुलुंड

विलेखाचा प्रकार	पर्यायी जागेचा करार
मोबदला	6256000
बाजारभाव(शाडेपट्ट्याच्या बलिपट्टाकार आकारणी देतो की डेटदार ने नमुद करावे)	5883500

1) भू-आपण,पाटहिस्सा व रकमांक(असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: पर्लेट नं: 903, माळा नं: 9 वा मजला, इमारतीचे नाव: एच एस कोरल,हेम कुंज को ऑप ही सोसा लि., ब्लॉक नं: झवेर रोड, रोड : मुलुंड पश्चिम,मुंबई - 400080, इतर माहिती: जुने ताब्यात असलेले क्षेत्रफळ 453 चौ फुट कारपेट विनामोबदला देण्यात आलेले क्षेत्रफळ 91 चौ फुट कारपेट,खरेदी करण्यात आलेले क्षेत्रफळ 397 चौ फुट कारपेट,एकुण क्षेत्रफळ 941 चौ फुट मोगा कारपेट म्हणजेच 985 चौ. फुट. रेश कारपेट एक कार पकिंग स्पेस सहित.सी टी एस नं. 1201(पार्ट)आणि 1200(पार्ट),व्हिलेज - मुलुंड पश्चिम ( ( C.T.S. Number : 1201 (PART) AND 1200 (PART) ; ) )

5) क्षेत्रफळ

1) 985 चौ.फूट

6)आकारणी किंवा जुडी देण्यात असेल व्हा.

7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी यायालयाचा हुकुमनामा किंवा आदेश नसल्यास,प्रतिवादिचे नाव व पता.

1): नाव:-एच एस कोरल चे पार्टनर हाशिल मनसुख सना तर्फे मुखत्यार म्हणून आनंद तुलसीदास ठक्कर वय:-47, पता:-प्लॉट नं: ऑफिस नं: ए-102/103 , माळा नं: -, इमारतीचे नाव: शिव सिद्धी को ऑप ही सोसा. ब्लॉक नं: अपना सहकारी बँक वरती, जी. वी. स्कीम रोड नं. 1 , रोड नं: मुलुंड पूर्व, मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400081 पॅन नं:-AAOFH1980Q  
 2): नाव:-हेम कुंज को ऑप ही सोसा लि. चे चेअरमन लक्ष्मी चटियार - मान्यता देणार वय:-79; पता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: झवेर रोड , रोड नं: मुलुंड पश्चिम, मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400080 पॅन नं:-AABAH5388L  
 3): नाव:-हेम कुंज को ऑप ही सोसा लि. चे सेक्रेटरी जितेंद्र के शाह - मान्यता देणार वय:-66; पता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: झवेर रोड, रोड नं: मुलुंड पश्चिम, मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400080 पॅन नं:-AABAH5388L  
 4): नाव:-हेम कुंज को ऑप ही सोसा लि. चे ट्रेझरर पराज मेहता - मान्यता देणार वय:-57; पता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: झवेर रोड, रोड नं: मुलुंड पश्चिम, मुंबई , महाराष्ट्र, MUMBAI. पिन कोड:-400080 पॅन नं:-AABAH5388L

8)दस्तऐवज करून घेणा-या पक्षकाराचे व केवा दिवाणी न्यायालयाचा हुकुमनामा केवा आदेश असल्यास,प्रतिवादिचे नाव व पता

9) दस्तऐवज करून दिल्याचा दिनांक	31/03/2022
10)दस्त नोंदणी केल्याचा दिनांक	28/07/2022
11)अनुक्रमांक,खंड व पृष्ठ	16035/2022
12)बाजारभावाप्रमाणे मुद्रांक शुल्क	313300
13)बाजारभावप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणगा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला

(i) within the limits of any Municipal Corporation or any Cantonment area annexed

नोंदविण्याचा क्रमांक / Enrollment No.: 124

To

पारस जितेंद्र मेहता

Paras Jeetendra Mehta

S/O: Jitendra Kantilal Mehta

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Mumbai

Mulund West

Mumbai Mumbai

Maharashtra 400080

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13/04/2016

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आपला आधार क्रमांक / Your Aadhaar

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