

**NUTAN AYOJAN NAGAR CO-OP HOUSING SOCIETY LTD.**  
(REGD. NO: BOM/HSG/PR/7486 of 1981)  
Liberty Garden, Cross Rd. No:4, Malad West, Mumbai 400064

Date:05/10/2023

**NOTICE for SGM**

**Sub: Approval of Floor Plans, approval for changes in DA and POA**

With reference to above mentioned subject, we hereby would like to inform you that, we have received a final floor plan from the developer after incorporating changes suggested by PMC and members. (Annexure I)

Further M/s. Arkade Developers Pvt. Ltd. is now M/s. Arkade Developer Limited. Hence the changes to that effects needs to be done in previously approved Development Agreement and Power of Attorney. Hence we hereby attach only those changes due to change in the entitlement of the name as Annexure II & Annexure III

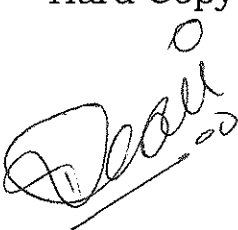

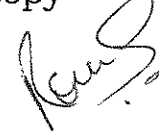
As per the GR dated 26/07/2023 as attached as Annexure IV with this notice which states that now IF MEMBER IS NOT THE PART OF THE DEVELOPMENT AGREEMENT THERE SHALL NOT BE ANY STAMP DUTY AND REGISTRATION CHARGES ON PERMANENT ATLERNATE AGREEMENT.

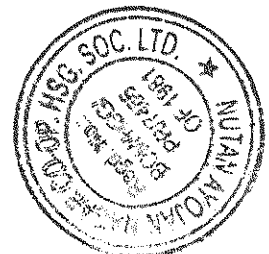
Hence Now members are not to be required to be the part of Development Agreement hence necessary changes in the draft of development Agreement are attached with. As Annexure III

The said changes in the revised draft of Development Agreement, & Power of Attorney for redevelopment of our society duly vetted by our advocate.

Draft copy of the same will be kept in our society for review of members from **06<sup>th</sup> October 2023 to 21<sup>st</sup> October 2023** at the following timings. A copy of the drafts documents will be provided to members on demand in writing at following cost. And the same is available on our website for review of memebtrs. Members can download the same from our website for their record and review.

Hard Copy - @ Rs.500/- per copy



**NUTAN AYOJAN NAGAR CO-OP HOUSING SOCIETY LTD.**  
(REGD. NO: BOM/HSG/PR/7486 of 1981)  
Liberty Garden, Cross Rd. No:4, Malad West, Mumbai 400064

Final approval of Floor Plans, revised DA & POA will be carried out in the SGM to be held on **Sunday, 22<sup>nd</sup> October 2023 at 6 pm** at our society ground.

**AGENDA**

- 1. Approval of changes in Development Agreement and Power of Attorney.**
- 2. Approval of Floor Plans.**

Note :- Floor Plans & Changes in Development Agreement (DA) & Power of attorney (POA) are finalized by the Society Committee with consultation of appointed Advocate Nilesh C. Parmar & PMC Mr. Bindesh Chitalia.

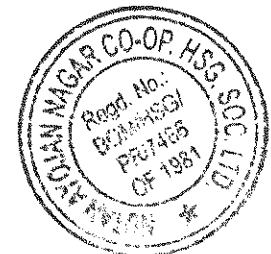
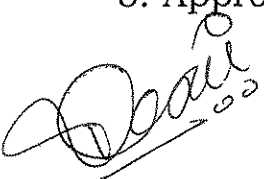
Floor Plans, Changes in Development Agreement (DA) & Power of attorney (POA) are available on Society website and hard copies thereof kept in Society office at below mentioned timing. If any members have any suggestion except commercial terms shall intimate in writing to the Society Committee within 14 days from the date of this notice failing which it is assumed that the Floor Plan, Changes Development Agreement (DA) & Power of attorney (POA) has been approved by the member of the Society.

Special Note:

Members who opted additional carpet area purchase from the developer are requested to bring chq. In favor of "**M/s. Arkade Developers Limited**" for the first installment of 10% of additional carpet area purchased plus GST @ 5%.

Following annextures of DA will be published officially before Signing of Development Agreement.

1. Boundary of the Property with structures
2. Index II – Conveyance Deed
3. Relevant Resolution & Minutes by Society
4. Schematic Plan of the Proposed Bldg
5. Approved Floor Plans



**NUTAN AYOJAN NAGAR CO-OP HOUSING SOCIETY LTD.**  
(REGD. NO: BOM/HSG/PR/7486 of 1981)

Liberty Garden, Cross Rd. No:4, Malad West, Mumbai 400064

6. Resolution by Arkade Developers Limited.

**Society Office Timings for Members**

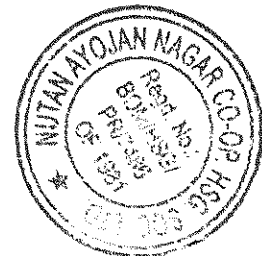
Day	Time
Monday	11:30 AM TO 2:30 PM
Tuesday	02:00 PM TO 5:00 PM
Wednesday	11:30 AM TO 2:30 PM
Thursday	02:00 PM TO 5:00 PM
Friday	11:30 AM TO 2:30 PM
Saturday	02:00 PM TO 5:00 PM
Sunday	11:00 AM TO 1:00 PM

For any queries or difficulty you can reach out to any committee members or you can call following persons:

Kamlesh Desai – 9819810931  
Manish Ruparel – 9619866996  
Ravi Shahri - 9892270672

**For Nutan Ayojan Nagar CHS Ltd.,**



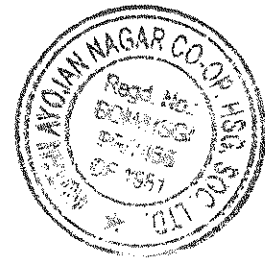


NUTAN AYOJAN CHSL POA CHANGES COMPARISON CHART:

Annexture - II

SR. NO.	CLAUSE NO.	PREVIOUS CLAUSE	CHANGED CLAUSE
1.	Recital B.	B. By and under the Development Agreement, ("Development Agreement") of even date executed between ourselves as ("the Society" of the First Part) and _____ members of the Society as ("the Existing Members" of the Second Part) and Arkade Developers Private Limited (as "the Developer" of the Third Part), and registered with the office of Sub-Registrar of Assurances at _____ under Serial No. _____ the Society has granted and entrusted to the Developer and the Developer has accepted from the Society development rights for redevelopment of the said Property to Arkade Developers Private Limited, in the manner, for the consideration and on the terms and conditions inter alia recorded in the said Development Agreement;	B. By and under the Development Agreement, ("Development Agreement") of even date executed between ourselves as ("the Society" of the First Part) and _____ members of the Society as ("the Existing Members" of the Second Part) and Arkade Developers Private Limited (as "the Developer" of the Third-Second Part), and registered with the office of Sub-Registrar of Assurances at _____ under Serial No. _____ the Society has granted and entrusted to the Developer and the Developer has accepted from the Society development rights for redevelopment of the said Property to Arkade Developers Private Limited, in the manner, for the consideration and on the terms and conditions inter alia recorded in the said Development Agreement;

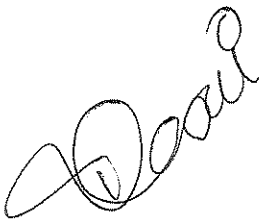


*Daar*      *[Signature]*      *Ram S.*

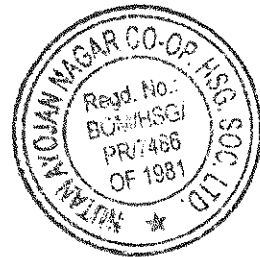


**NUTAN AYOJAN CHSL POA CHANGES COMPARISON CHART:**

**Annexture - II**

2.	Recital C.	<p>C. Under the said Development Agreement, the Society has agreed to execute a Power of Attorney in favour of ARKADE DEVELOPERS PRIVATE LIMITED, a private limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 2nd Floor, Arkade House, near Children's Academy School, A.S. Marg, Ashok Nagar, Kandivali (East), Mumbai 400101 through its Directors Mr. _____ and _____ (hereinafter referred to as the said "Developer") to enable the Developer to take all such steps, and to do, execute and perform all acts, deeds and things as may be necessary for the implementation and completion of the re-development of the said Property as stated in the Development Agreement;</p>	<p>C. Under the said Development Agreement, the Society has agreed to execute a Power of Attorney in favour of ARKADE DEVELOPERS PRIVATE LIMITED, a limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 2nd Floor, Arkade House, near Children's Academy School, A.S. Marg, Ashok Nagar, Kandivali (East), Mumbai 400101 through its Directors Mr. _____ and Mr. _____ (hereinafter referred to as the said "Developer") to enable the Developer to take all such steps, and to do, execute and perform all acts, deeds and things as may be necessary for the implementation and completion of the re-development of the said Property as stated in the Development Agreement;</p>
----	------------	--	--



NUTAN AYOJAN CHSL POA CHANGES COMPARISON CHART:

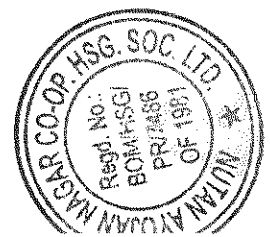
Annexture - II

3.	Recital D.	<p>D. In pursuance of clause _____ of the said Development Agreement and to enable the Developer to redevelop the said Property, we, the Society, acting through the duly authorized Managing Committee (as per the general body resolution dated _____) (1)</p> <p>_____ (Chairman), (2)</p> <p>_____ (Secretary) and (3)</p> <p>_____ (Treasure), do hereby appoint, nominate and constitute the Developer ARKADE DEVELOPERS PVT. LTD., through its Directors Mr. _____ and _____, authorized by the Resolution passed by the Board of Directors, jointly and/or severally as our Constituted Attorney/s to do in name of and on behalf of the Society the acts, deeds and things more particularly hereinafter recorded in respect of the redevelopment of the said Property.</p>	<p>D. In pursuance of clause _____ of the said Development Agreement and to enable the Developer to redevelop the said Property, we, the Society, acting through the duly authorized Managing Committee (as per the general body resolution dated _____) (1)</p> <p>_____ (Chairman), (2)</p> <p>_____ (Secretary) and (3)</p> <p>_____ (Treasure), do hereby appoint, nominate and constitute the Developer ARKADE DEVELOPERS PVT. LTD., through its Directors Mr. _____ and Mr. _____, authorized by the Resolution passed by the Board of Directors, jointly and/or severally as our Constituted Attorney/s to do in name of and on behalf of the Society the acts, deeds and things more particularly hereinafter recorded in respect of the redevelopment of the said Property.</p>
4.	Operative Part Recital	<p>NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT WE, NUTAN AYOJAN NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, acting through the duly authorized Managing Committee (as per the general body resolution dated _____) (1)</p> <p>_____ (Chairman), (2)</p> <p>_____ (Secretary) and (3)</p> <p>_____ (Treasure), doth hereby appoint, constitute and nominate,</p>	<p>NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT WE, NUTAN AYOJAN NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, acting through the duly authorized Managing Committee (as per the general body resolution dated _____) (1)</p> <p>_____ (Chairman), (2)</p> <p>_____ (Secretary) and (3)</p> <p>_____ (Treasure), doth hereby appoint, constitute and nominate,</p>

*Devi*

*[Signature]*

*[Signature]*



NUTAN AYOJAN CHSL POA CHANGES COMPARISON CHART:

Annexture - II

		<p>ARKADE DEVELOPERS PVT. LTD., through its Directors Mr. _____ and _____, authorized by the Resolution passed by the Board of Directors (hereinafter referred to as "the said Attorney/s") to be our true and lawful attorneys for and on our behalf and in our name for doing all or any of the acts, deeds, matters and things in respect of the said Property as per the terms of the Development Agreement, at the risk as to costs, charges and expenses of the said Attorney/s:-</p>	<p>ARKADE DEVELOPERS PVT. LTD., through its Directors Mr. _____ and <u>Mr.</u> _____, authorized by the Resolution passed by the Board of Directors (hereinafter referred to as "the said Attorney/s") to be our true and lawful attorneys for and on our behalf and in our name for doing all or any of the acts, deeds, matters and things in respect of the said Property as per the terms of the Development Agreement, at the risk as to costs, charges and expenses of the said Attorney/s:-</p>
5.	Clause No. 1:	<p>1. To appear in our name and on our behalf before the Assessor and Collector of Rates, Taxes and Cesses and/or any of his Assistants or Officers in relation to the assessment of the Existing Buildings for the time being and from time to time standing on the said Property more particularly described in the Schedule hereunder written for taxes and other dues payable to the MCGM or to the Government, Central as also State and to make if the said Attorney/s thinks it necessary in the interests of our members of the Society and in the interest of the said Existing Buildings so to do, such applications, documents and writings, compromise or settlements with the officers or authorities in respect of the ratable value of the said Existing Buildings as also in respect of the aggregate amount of property taxes and other fees if any payable with reference to the said Existing Buildings.</p>	<p>1. To appear in our name and on our behalf before the Assessor and Collector of Rates, Taxes and Cesses and/or any of his Assistants or Officers in relation to the assessment of the Existing Buildings for the time being and from time to time standing on the said Property more particularly described in the Schedule hereunder written for taxes and other dues payable to the MCGM or to the Government, Central as also State and to make if the said Attorney/s thinks it necessary in the interests of <del>our</del> members of the Society and in the interest of the said Existing Buildings so to do, such applications, documents and writings, compromise or settlements with the officers or authorities in respect of the ratable value of the said Existing Buildings as also in respect of the aggregate amount of property taxes and other fees if any payable with reference to the said Existing Buildings.</p>

*Devi*

*[Signature]*

*[Signature]*



NUTAN AYOJAN CHSL POA CHANGES COMPARISON CHART:

Annexture - II

6.	Concluding Paragraph	<p>IN WITNESS WHEREOF WE, NUTAN AYOJAN NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, by the hands of our present (1)</p> <p>_____ (Chairman), (2)</p> <p>_____ (Secretary) and (3)</p> <p>_____ (Treasure) have hereunto set and subscribed our hands this ___ day of _____, in the Christian year Two Thousand Twenty One (2023).</p>	<p>IN WITNESS WHEREOF WE, NUTAN AYOJAN NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, by the hands of our present (1)</p> <p>_____ (Chairman), (2)</p> <p>_____ (Secretary) and (3)</p> <p>_____ (Treasure) have hereunto set and subscribed our hands this ___ day of _____, in the Christian year Two Thousand Twenty <del>One</del> <u>Three</u> (2023).</p>
7.	Signature Clause	<p>We Accept,</p> <p>For ARKADE DEVELOPERS PRIVATE LIMITED) Through its Directors )</p> <p>(i) Mr. Sandeep Jain &amp; )</p>	<p>We Accept,</p> <p>For ARKADE DEVELOPERS PRIVATE LIMITED) Through its Directors )</p> <p>(i) Mr. Sandeep Jain &amp; )</p>

*Sandeep Jain*

*[Signature]*

*Ravi S.*



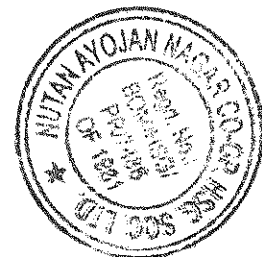


## NUTAN AYOJAN CHSL DA CHANGES COMPARISON CHART:

### Annexture - III

SR. NO.	CLAUSE NO.	PREVIOUS CLAUSE	CHANGED CLAUSE
1.	Title Clause:	<p>I. NUTAN AYOJAN NAGAR CO-OPERATIVE HOUSING SOCIETY LIM-ITED, a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act XXIV of 1961) under Registration No. BOM/HSG/PR/7486 of 1981 dated _____, and having its registered office at Liberty Garden Cross Road No. 4, Malad (West), Mumbai - 400 064, hereinafter referred to as "the Society" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Society, the Mem-bers for time being and from time to time including person/s claiming through such member/s and their respective heirs, executors, administrators and assigns and also the successors and assigns of the Society) of the FIRST PART,</p>	<p>I. NUTAN AYOJAN NAGAR CO-OPERATIVE HOUSING SOCIETY LIM-ITED, a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 (Maharashtra Act XXIV of 1961) under Registration No. BOM/HSG/PR/7486 of 1981 dated _____, and having its registered office at Liberty Garden Cross Road No. 4, Malad (West), Mumbai - 400 064, hereinafter referred to as "the Society" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the Society, <del>the</del> <u>all its</u> Members for time being and from time to time <u>including person/s claiming through such member/s</u> and their respective heirs, executors, administrators and assigns and also the successors and assigns of the Society) of the FIRST PART,</p>

D. D. D.
K. K. K.
R. R. R.



2.	Title Clause	<p><b>II. The following Members of the Society:-</b></p> <p>having their addresses at the flats shown against their respective names in the building, Liberty Garden Cross Road No. 4, Malad (West), Mumbai - 400 064, hereinafter collectively referred to as the "Executing Members" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors and permitted assigns) of the SECOND PART,</p>	<p><del>II. The following Members of the Society:-</del></p> <p><del>having their addresses at the flats shown against their respective names in the building, Liberty Garden Cross Road No. 4, Malad (West), Mumbai - 400 064, hereinafter collectively referred to as the "Executing Members" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, administrators, successors and permitted assigns) of the SECOND PART,</del></p>
----	--------------	---	--

*Devi*

*[Signature]*

*Ravi*



3.	Title Clause	<p>III. ARKADE DEVELOPERS PVT. LTD., a Company registered under the provisions of the Companies Act, 1956, having its registered office at 2nd Floor, Arkade House, Next to Children's Academy, Ashok Nagar, Kandivali East, Mumbai- 400 101 hereinafter referred to as "the Developer" (which expression shall unless it be repugnant to the context or meaning thereof, deem to mean and include its successors) of the THIRD PART.</p>	<p><del>III-II</del> ARKADE DEVELOPERS <del>PVT. LIMITED.</del> (formerly known as Arkade Developers Private Limited), a Company registered under the provisions of the Companies Act, 1956, having its registered office at 2nd Floor, Arkade House, Next to Children's Academy, Ashok Nagar, Kandivali East, Mumbai- 400 101 hereinafter referred to as "the Developer" (which expression shall unless it be repugnant to the context or meaning thereof, deem to mean and include its successors) of the <del>THIRD</del> <u>SECOND PART.</u></p>
4.	New Nomenclature Clause/Sentence		<p><u>The Society and Developer are hereinafter collectively referred to as "the Parties" and individually as "Party".</u></p>
5.	<p>Definition Clause:  New Definition Added.</p>		<p><u>"Member/s" shall mean Member/s of Nutan Ayojan Nagar Co-Operative Housing Society Limited including person/s claiming through such member/s.</u></p>
6.	Clause No. 5.3.8:	<p>5.3.8 There are no proceedings pending in any Court or before any authority or any attachment or prohibitory order of any Court or authority concerning, touching and affecting any of the Members' Existing Flats/Commercial Units</p>	<p>5.3.8 There are no proceedings pending in any Court or before any authority or any attachment or prohibitory order of any Court or authority concerning, touching and affecting any of the Members' Existing Flats/Commercial Units</p>

*Devi*

*[Signature]*

*Lawyer*

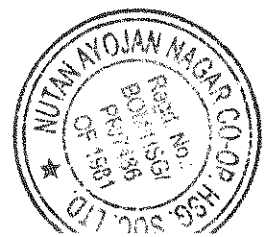


		which prevent any of the Members from executing this Agreement or in any manner dealing with their premises;	which prevent any of the <del>Members</del> <u>society</u> from executing this Agreement or in any manner dealing with their premises;
7.	Clause No. 8.10.2:	8.10.2 The Developer shall execute the said Deeds of Confirmation/PAAA in favour of the Members before the Specified Date. PROVIDED however that if any Member has not signed this Agreement or if any Member is unavailable to execute/ register their Deed of Confirmation/PAAA as a result of which stamp duty at a higher rate is made applicable, then notwithstanding anything contained herein, such members shall be liable to pay the stamp duty and registration charges in respect of his/ her Deed of Confirmation/PAAA, and the execution/ registration of the same shall be done at a time that is suitable to the parties thereto. It is hereby clarified that the GST, stamp duty and registration charges on the Free Area Entitlement of all the Members who have executed this Agreement shall be borne and paid by the Developer.	8.10.2 The Developer shall execute the said Deeds of Confirmation/PAAA in favour of the Members before the Specified Date. <del>PROVIDED however that if any Member has not signed this Agreement or if any Member is unavailable to execute/ register their Deed of Confirmation/PAAA as a result of which stamp duty at a higher rate is made applicable, then notwithstanding anything contained herein, such members shall be liable to pay the stamp duty and registration charges in respect of his/ her Deed of Confirmation/PAAA, and the execution/ registration of the same shall be done at a time that is suitable to the parties thereto.</del> It is hereby clarified that the GST, stamp duty and registration charges on the Free Area Entitlement of all the <u>Dissenting</u> Members who have executed this Agreement shall <u>not</u> be borne and paid by the Developer.
8.	Clause No. 30:	30. MANAGING COMMITTEE DECISIONS SHALL BIND ALL MEMBERS- As agreed between the Parties, all decisions taken and documents executed by the Managing Committee of the Society shall be deemed to be for and on behalf of all Members and shall bind all Members of the Society (including persons claiming through members).	30. MANAGING COMMITTEE DECISIONS SHALL BIND ALL <u>MEMBERS OF THE SOCIETY</u> - As agreed between the Parties <u>hereto</u> , all decisions taken and documents executed by the Managing Committee of the Society <u>including these presents</u> shall be deemed to be for and on behalf of all Members and shall bind all Members of the Society

*Devi*

*[Handwritten Signature]*

*Lawyer*



			(including persons claiming through members).
9.	Clause No. 40:	<p>40. NON-EXECUTION OF THIS AGREEMENT BY MEMBERS-</p> <p>In the event any of the Members are not available/ do not sign this Agreement, his/ her name will be removed as a signatory and the execution of the documents will be completed and this Agreement shall bind all members to all intents and purposes and the project will be proceeded with as contemplated in this Agreement. Action shall be taken against any Member who obstructs the Project.</p>	<p><del>40. NON EXECUTION OF THIS AGREEMENT BY MEMBERS-</del></p> <p><del>In the event any of the Members are not available/ do not sign this Agreement, his/ her name will be removed as a signatory and the execution of the documents will be completed and this Agreement shall bind all members to all intents and purposes and the project will be proceeded with as contemplated in this Agreement. Action shall be taken against any Member who obstructs the Project.</del></p>







क्र.का.५/मुद्रांक-२३/प्र.क्र.१०/१३/५४२/२०२३  
नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक  
(महाराष्ट्र राज्य) कार्यालय, तळमजला,  
नविन प्रशासकिय इमारत,  
विधानभवन समोर, पुणे-१  
दि. २६/०७/२०२३

परिपत्रक:

विषय- सहकारी गृहचरणा संस्थेच्या मिळकतीच्या पुनर्विकास प्रकल्पामध्ये सभासदांच्या लाभात होणाऱ्या कायमस्वरूपी पर्यायी निवासाच्या करारनामा दस्तऐवजांवर आकारण्यात येणाऱ्या मुद्रांक शुल्काबाबत.

संदर्भ- १. नोंदणी महानिरीक्षक कार्यालयाचे परिपत्रक क्र.का.१५/बामुदत/मार्गदर्शक सूचना/६२१ दि. २३/०६/२०१५.

२. नोंदणी महानिरीक्षक कार्यालयाचे परिपत्रक क्र.का.५/मुद्रांक-१७/प्र.क्र.१०/१३/३०३/१७ दि. ३०/०३/२०१७.

३. मा. उच्च न्यायालय, मुंबई यांचे रिट याचिका ४५७५/२०२२ व इतर याचिकांमधील आदेश दि.१७/०२/२०२३.

४. शासनपत्र क्र. याचिका-२०२३/प्र.क्र.१३८/म-१(धोरण), दि. २५/०७/२०२३.


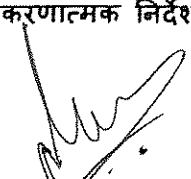
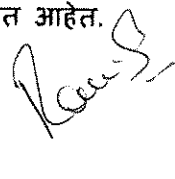
प्रस्तावना:-

नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक, महाराष्ट्र राज्य, पुणे यांनी सहकारी गृहनिर्माण संस्थेच्या जुन्या इमारतीच्या पुनर्विकास प्रकल्पांमध्ये नवीन इमारतीत सभासदांना सदनिका/गाळा देतांना अशा दस्तातील मिळकतीचे मूल्यांकन व त्यावर आकारावयाचे मुद्रांक शुल्क याबाबत जा.क्र. कार्यासन १५/बामुदत/मार्गदर्शक सूचना/६२१ दि.२३/०६/२०१५ आणि क्र.का.५/ मुद्रांक-१७/प्र.क्र.१०/१३/ ३०३/२०१७ दि.३०/०३/२०१७ रोजीच्या परिपत्रकान्वये मार्गदर्शक सूचना निर्गमित केलेल्या होत्या.

मा. उच्च न्यायालय, मुंबई येथे आदित्यराज बिल्डर्स यांनी रिट पिटीशन क्र. ४५७५/२०२२ दाखल करून उपरोक्त परिपत्रकातील निर्देश आवाहनित केलेले होते. या रिट पिटीशन मध्ये सहकारी गृहनिर्माण संस्था व विकासक या दोघांमध्ये सोसायटीच्या मालकीच्या मिळकतीच्या पुनर्विकासासंबंधी विकसन करारनामा करताना त्या दस्तावर महाराष्ट्र मुद्रांक अधिनियमाच्या तरतुदीनुसार मुद्रांक शुल्काची आकारणी करण्यात येते. सदर विकसन करारनाम्याच्या अनुषंगाने विकासक व सहकारी संस्थेचे सभासद यांच्यामध्ये कायमस्वरूपी पर्यायी निवासाच्या करारनाम्यास (Permanent Alternate Accommodation Agreement) महाराष्ट्र मुद्रांक अधिनियमाच्या कलम ४(१) ची तरतूद लागू असून त्यानुसार अशा दस्तावर मुद्रांक शुल्काची आकारणी करण्याचे निर्देश मा. उच्च न्यायालयाने दिनांक १७ फेब्रुवारी २०२३ रोजी दिलेले आहेत.

उपरोक्त पार्श्वभूमीवर मा. उच्च न्यायालयाचे आदेशाचे अनुषंगाने खालीलप्रमाणे

स्पष्टीकरणात्मक निर्देश देण्यात येत आहेत.



१. ज्या प्रकरणामध्ये सहकारी गृहनिर्माण संस्था (जमीन मालक) व विकासक या दोन पक्षांमध्ये सहकारी संस्थेच्या मिळकतीच्या (ज्यामध्ये सोसायटीची जागा, इमारत, अपार्टमेंट, सदनिका, गॅरेज, गोडावुन व गाळे यांचा समावेश आहे.) पुनर्विकासासाठी यथोचित मुद्रांकित विकसनकरार झालेला असेल, त्या प्रकल्पाच्या विकसन करारावर सहकारी संस्थेच्या वैयक्तिक सभासदांची स्वाक्षरी नसली तरी देखील विकासक व संस्थेचे सभासद यांच्यातील कायमस्वरूपी पर्यायी निवासाच्या करारनामा दस्तऐवजांना महाराष्ट्र मुद्रांक अधिनियमाच्या कलम ४(१) मधील तरतुदीनुसार मुद्रांक शुल्काची आकारणी करण्यात यावी.

२. सहकारी गृहनिर्माण संस्थेने त्यांच्या मालकीच्या मिळकतीच्या पुनर्विकासाचा विकासक याच्याबरोबर विकसन करार करताना त्यामध्ये संस्थेच्या सभासदांची नावे, त्याने धारण केलेल्या सदनिकेचा क्रमांक, सदनिकेचे चटईक्षेत्र, पुनर्विकासानंतर विनामोबदला देण्यात येणारे चटई क्षेत्र इत्यादी माहिती परिशिष्टामध्ये नमुद करून तो विकसन करार दस्ताचा भाग करण्यात यावा. त्यानुसार संस्थेच्या सभासदाला मूळ सदनिकेच्या/गाळ्याच्या बदल्यात पुनर्विकसित प्रकल्पात पर्यायी सदनिका/गाळ्याचे वाढीव क्षेत्र विनामोबदला मिळत असेल तर त्यास महाराष्ट्र मुद्रांक अधिनियमाच्या कलम ४(१) मधील तरतुदीनुसार मुद्रांक शुल्काची आकारणी करण्यात यावी.

३. सहकारी गृहनिर्माण संस्थेचा सभासद विकासकाकडून वाढीव क्षेत्र विकत घेत असेल तर वाढीव क्षेत्रावर महाराष्ट्र मुद्रांक अधिनियमातील तरतुदीनुसार मुद्रांक शुल्क देय होईल.

४. या कार्यालयाकडील संदर्भातील दि. २३/०६/२०१५ व दि. ३०/०३/२०१७ ही दोन्ही परिपत्रके रद्द करण्यात येत आहेत.

सदरचे परिपत्रक शासनाच्या महसूल व वन विभागाकडील संदर्भ क्रमांक ४ च्या पत्रान्वये प्राप्त झालेल्या मान्यतेनुसार निर्गमित करण्यात येत आहे.

सदर परिपत्रकाची अंमलबजावणी तात्काळ करण्यात यावी. सदर परिपत्रकाची प्रत नोंदणी व मुद्रांक विभागाच्या [www.igrmaharashtra.gov.in](http://www.igrmaharashtra.gov.in) या संकेतस्थळावर Publication या सदराखाली Circulars या ठिकाणी उपलब्ध आहे.

*Hiralaal Sonawane*

हिरालाल सोनवणे (भा.प्र.से.)

नोंदणी महानिरीक्षक व मुद्रांक नियंत्रक  
महाराष्ट्र राज्य, पुणे.

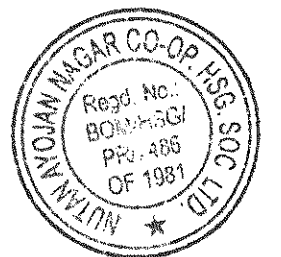
प्रति,

१) सर्व सह जिल्हा निबंधक तथा मुद्रांक जिल्हाधिकारी.

२) सर्व दुय्यम निबंधक.

*Deval*

*Rous*



प्रत माहिती व कार्यवाहीसाठी:-

- ३) अपर मुद्रांक नियंत्रक, मुंबई.
  - ४) सह नोंदणी महानिरीक्षक तथा मुद्रांक अधीक्षक (मुख्यालय) म. रा. पुणे.
  - ५) सह संचालक नगररचना, मूल्यांकन, म. रा. पुणे.
  - ६) उपसंचालक, नगररचना, मुंबई प्रदेश मूल्यांकन, मुंबई.
  - ७) सहायक संचालक नगररचना, मूल्यांकन, कोकण/ पुणे / नाशिक / औरंगाबाद / अमरावती/ नागपुर.
  - ८) नोंदणी उपमहानिरीक्षक व मुद्रांक उपनियंत्रक (मुख्यालय), पुणे.
  - ९) नोंदणी उपमहानिरीक्षक व मुद्रांक उपनियंत्रक (संगणक), पुणे.
- सदर परिपत्रकाची प्रत विभागाच्या संकेतस्थळावर Upload करणेबाबत कार्यवाही करणेत यावी.
- १०) नोंदणी उपमहानिरीक्षक व मुद्रांक उपनियंत्रक मुंबई/ कोकण/ पुणे / नाशिक / औरंगाबाद / अमरावती/ नागपुर.
  - ११) सर्व कार्यासन अधिकारी, नोंदणी महानिरीक्षक कार्यालय, पुणे.

*[Handwritten signatures]*

*[Handwritten signature]*

