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PARWAT CO-OPERATIVE HOUSING SOCIETY LIMITED

DEVELOPMENT AGREEMENT

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[redacted]

पावती

Original/Duplicate
पोचपावती क्र.: 2020
Regn. 2000

पावती क्र.: 11000 दिनांक: 00/00/2019

पावतीचे पान: 00/00/2019

पावतीप्रकार: मालमत्ता: नोंदणी 0020-2019

पावतीप्रकार स्वरूप: मुल्यांकनपत्रक

पक्षकार: पक्षकाराचे नाव: : -नि. दिलेल्या कायद्यानुसार मी पावतीवर सही करतो दि. पोचपावती

सीकपी फी	₹. 100.00
सह दुय्यम निबंधक फी	₹. 450.00
मुद्रांक शुल्क: 34	
एकूण	₹. 550.00

पक्षकार मुद्रांक शुल्क, दस्तावेज लिहून घेणारे: ₹ सोबत जोडले
ने 22 नियम मुद्रांक अधिनियम.

Sub Registrar Haveli No. 2

मोबदला: ₹ 0/-

बाजार मुल्यदर: ₹ 0/-

बाजारी मुल्यांकन मुल्यदर: ₹ 0/-

1) दिनांक 0/0/ By Cash रक्कम ₹ 1000/-
2) दिनांक 0/0/ By Cash रक्कम ₹ 0/-

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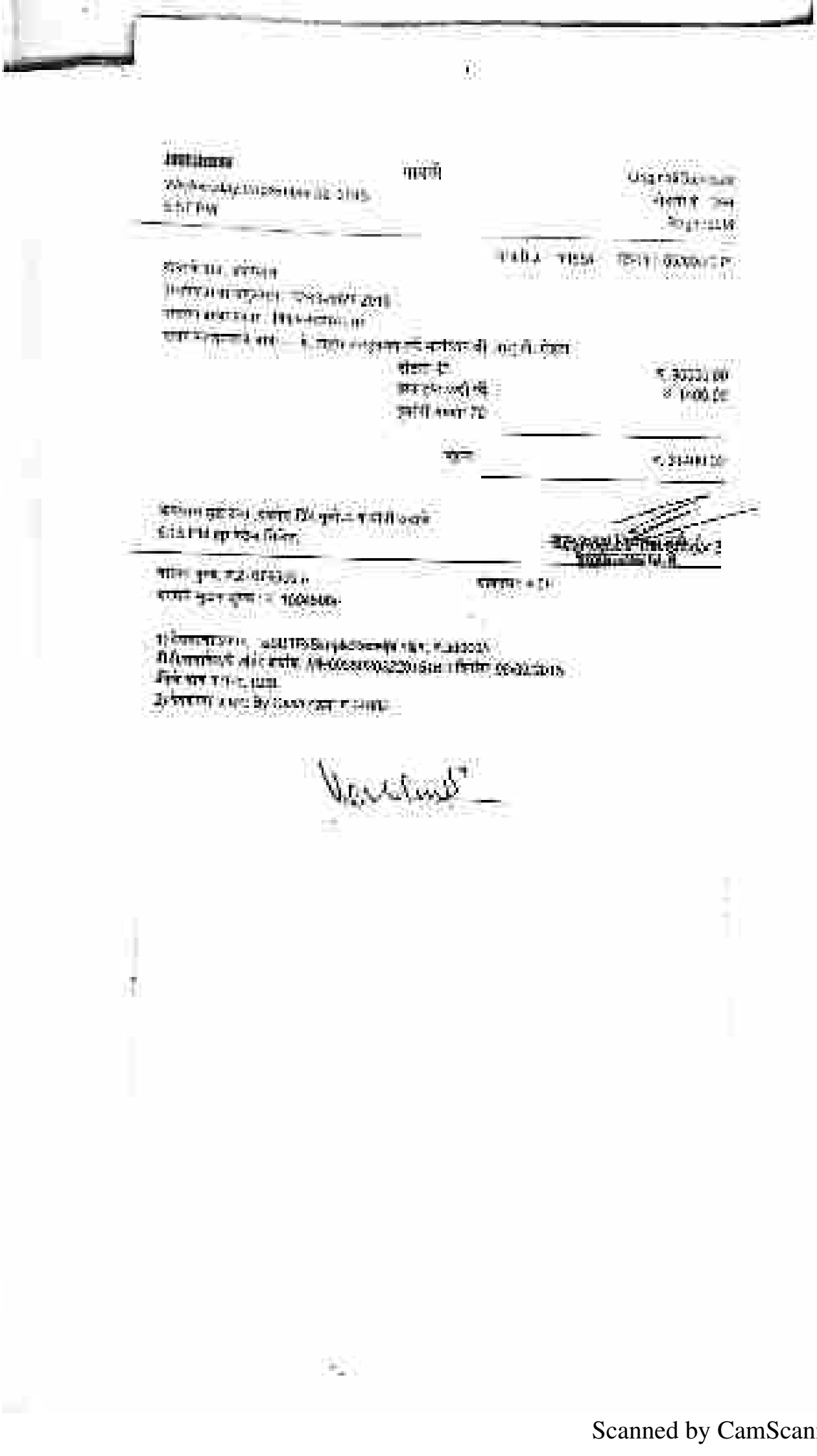

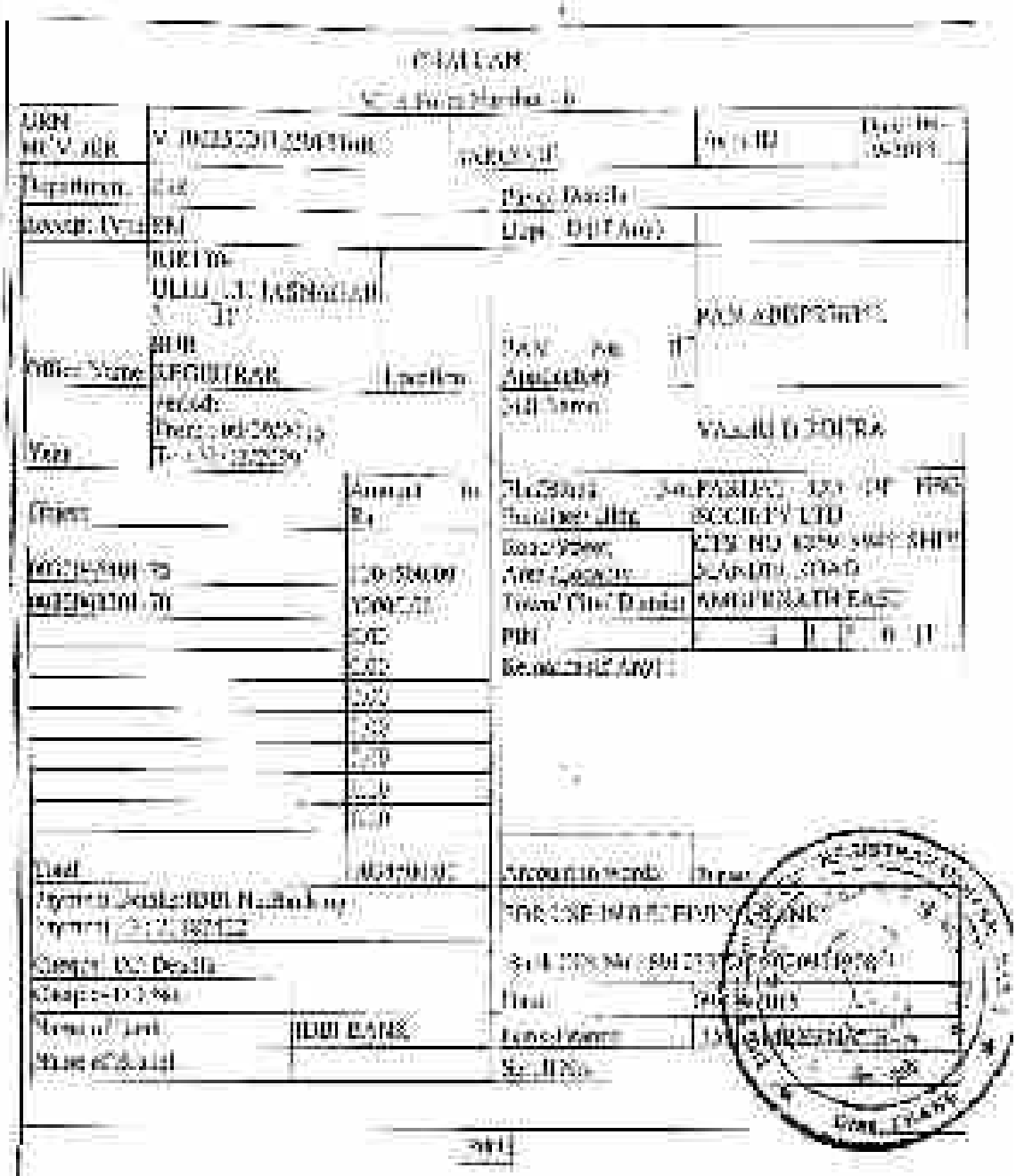

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दुय्यम निबंधक : सह दुय्यम निबंधक ३
अन क्रमांक: 8000/2025
पावती
Regd.Mis

1) अभिहस्तांकन

(1) विलेखाचा प्रकार	[illegible]
(2) मोबदला	0
(3) बाजारभावाप्रमाणे मुद्रांक शुल्क आकारणीसाठी विचारात घेतलेला तपशील, एक वा अनेक मालमत्तांचे वर्णन करावे)	21070000
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) [illegible]
(5) क्षेत्रफळ	1) [illegible]
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकूमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व पत्ता	1) [illegible] २) [illegible] ३) [illegible]
(8) दस्तऐवज करुन घेणा-या पक्षकाराचे किंवा दिवाणी न्यायालयाचा हुकूमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व पत्ता	1) [illegible] २) [illegible] ३) [illegible]
(9) दस्तऐवज करुन दिल्याचा दिनांक	03/06/2025
(10) दस्त नोंदणी केल्याचा दिनांक	03/06/2025
(11) अनुक्रमांक, खंड व पृष्ठ	8000/2025
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1264200
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

दुय्यम निबंधक सह दुय्यम निबंधक ३
अंधेरी क्र. ३

दुय्यम निबंधकाचे सिक्का समोर सही :

मूल्य मूल्य आकारणीसाठी विचारात घेतलेला तपशील :

1) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Local area not mentioned in the sub-cl. (i), as the Inspector General may, by general or special order published in that behalf in the Maharashtra Gazette, determine in this behalf the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

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Ward No. -

Village -AMBERNATH

Area of Property - 1287.78 Square meter

Govt. Rate @ Rs _____Per. Sq. Mtrs

Actual Value - Rs_____

Market Value - Rs 1,19,74,000

Stamp Duty - Rs 1064500/-

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made, entered and executed on this **09 day of September 2015** at, Ambernath Village, Tal. Ambernath, Dist. - Thane.

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BY and Between

PARIJAT CO-OPERATIVE HOUSING SOCIETY LIMITED, a society duly registered under the provisions of Maharashtra Co-operative Societies Act 1960, in the Registration No. THA/(TK)/HSG/(T.C.)/2669-69 dated 20th May 2005, through their

1. Chairperson - MRS. SARALA P. GOYAL age 65, PAN No. AAAPG7255E.

2. Secretary - MR. MATHUGAR S. KAMBLE age 61, PAN No. AHZPK1656C.

3. Treasurer - MR. SURESH G. BHADANE Age 59, PAN No. AATPB1710J, having its address at Plot Road, Dattatraya Marg, Andheri (E), Dist. Thane 42150 , 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 its permitted successors, executors, administrators and assigns) of the "FIRST PART".

M/s. ROHERA DEVELOPERS, through its Partners:

1. Mr. VASHU D. ROHERA aged 57, PAN No. ABEPR7655L.

2. Mr. PRAHLAD D. WANCHHEER aged 50, PAN No. AAIFW6861F.

3. Mr. MANISH D. ROHERA age 33, PAN No. ACPPR2464A having their office at 13, Bhawani Mata, Shiv Shrishti CHS, 3rd Section, Ambernath (E) 421 501.

hereinafter referred to as the "SECOND PART" of the One Part (which expression shall unless repugnant to the context or meaning thereof mean and includes their heirs, executors, legal representatives, administrators and assigns).

WHEREAS:

A. By a Deed of Conveyance dated 21/02/1985 & 29/10/1992 respectively made, entered and executed between (1) PHIL

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MANECK DESTA[illegible] SHRI [illegible] SMT. SUNANDA KASARSHI BHOIR [illegible] SMT. VEHA SAGAR PRAKASH (Lawful Owner) of the [illegible] Byes Burial Ground and the Second Part being [illegible] part and the said name herein as the Third Part, the said Original Owner has sold, conveyed, assigned and transferred all the right, title and interest in the said Owner in a piece of land situated at the Revenue Survey No. [illegible] Kashigaon Kaluj, Ambernath (West), Dist. Thane, admeasuring about 1287 Sq. Mtrs. or thereabouts and bearing C.T.S. No. 8868/8869 of village Ambernath and more particularly described in the Schedule hereunder written and shown on the plan annexed hereto and thereon bounded by the red colour boundary line (hereinafter referred to as the "said Plot of Land").

B. The said Owner has been duly registered under the [illegible] TNA/SRZ/(HSG)/[illegible] dated 25th May 1999 as "PARIJAT CO OPERATIVE HOUSING SOCIETY LTD." (hereinafter referred to as "the Society") having its registered office at [illegible] Ambernath (West) and the said Society is entitled to the said Plot of Land by virtue of the Deemed Conveyance dated [illegible] executed in favour of the said Society by the Competent Authority and the said Society is entitled to develop

"said property" more particularly described in the Schedule hereunder written.

H. The Society is presently a dilapidated condition and therefore it is no more economical to carry out massive repair involving very heavy financial burden on the existing members. Accordingly the Society, after Grant of Cessation amongst the members, decided redevelop the said land by demolishing the Existing Building standing on the said land and reconstruction on the said land a new Multi storied building in accordance the said Development Plan or plan as the case may be TDR sanctioned in the said behalf.

I. AND WHEREAS the said Society is now entitled to construct the said Proposed Building (Carpet Area of 250 sq. ft. for 18 members having present area of 500 sq. ft. built up area 650 Carpet Area of 385 sq. ft. for 6 members having present area of 533 sq. ft. built up area including enclosed balcony, cupboard and service duct and Carpet Area 180 sq. ft. for 1 member having present area of 300 sq. ft. built up area including enclosed balcony, cupboard and service duct and Carpet Area 180 sq. ft. for 1 member having present area of 400 sq. ft. built up area including enclosed balcony, cupboard and service duct and Carpet Area 180 sq. ft. for 1 member having present area of 450 sq. ft. built up area including enclosed balcony, cupboard and service duct and Carpet Area 180 sq. ft. for 1 member having present area of 500 sq. ft. built up area including enclosed balcony, cupboard and service duct and Carpet Area 180 sq. ft. for 1 member having present area of

the existing members free of cost and for constructing additional flats / commercial units for sale by the Developers for such consideration as they (Developers) determine in the said new building by availing full FSI.

H. iii. Accordingly the Developers herein offered to the Owner / Society the proposal dated 11/07/2015 (building details of the terms on which the Developers shall carry out the redevelopment of the said building as also the amenities and construction facility as per the annexed list and the Developers herein also offered to carry out the redevelopment work of the said building at their own costs and expenses.

iii. The said offer / proposal dated 11/07/2015 furnished by the said Developer to the said Owner Society was discussed by the members of the Owner / Society in the Special General Body Meeting held on 27/7/2015 and as per the Society / Owner Resolution to the Developers herein offered the further proposal dated 11/07/2015 and the same was discussed by the members in the Special General Body Meeting dated 27/07/2015.

iii. The photocopies of the list of all the members, said proposal dated 11/07/2015 and Resolution dated 27/07/2015 are annexed herewith to the Agreement for Development.

I. In this behalf, all the members of the said Owner Society furnished Affidavit cum Indemnity consenting to the proposed redevelopment on their own free will, consent, without any undue influence, misrepresentation or without fraud signed, sealed and executed Affidavit cum undertaking / consent dated 27/07/2015 in favour of **M/s. ROHERA CONSTRUCTIONS**.

J. The said Owner has submitted Property Card showing the name of the said Owner, title of the said Developers. The said Developers

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[illegible] Public Notice dt 26/08/2018 in the newspapers namely "Sakal / Pudhari" [illegible] objections, if any, received by [illegible] have not resolved any objection in the said notice, the Society shall obtain NOC of the Developer & the Owner in the prescribed format.

The terms and conditions of this Agreement for Development are as follows and the same be read, understood and construed accordingly

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

1. It is agreed by and between the parties hereto that the [illegible] Recitals / Clause "A" to "Q" above in the premises shall form an integral part of this Agreement. The Development and the Agreement for Development shall be read, understood and construed accordingly.

2. The Owners / Society do hereby declare to the Developer that:

   (i) This Agreement shall be confined to the property and the said [illegible] of the Owners / Society.

   (ii) Owners / Society is [illegible] of such property, and the Deed of the Existing Society's Property, and there is no other person interested to claim any right, title or interest in the said property. That the Society is in exclusive physical possession of the said Land and of the said Existing Building and that no other person is in possession and occupation thereof.

   (iii) The Owners / Society is absolutely entitled to grant its Development rights in respect thereof in such manner as pursuant to the Society may determine and the Society is not restricted by any Order or Injunction or Direction of any Court

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Authority or Tribunal that granting development rights in respect thereof.

(iii) Right to execute unless the Society has given consent agreed to grant to any person any right to carry out development / additional construction on the said land or any part thereof.

3. The Society cannot terminate / revoke the Developers as the said land for the new multi-storied building and to demolish the Existing Building standing on the said land and to utilize additional permissible FSI and the permissible FSI in construction of such new building and in addition the said Existing agreed carpet area Garage Area of each of the 12 numbers having present area of 650 sq.ft. built up area 880 Carpet Area is 385 each for 6 numbers having present area of 550 sq.ft. existing area including exclusive Balcony area, Duplex and useable terrace and Covered Parking area and car parking area as per plan annexed as Schedule II hereunder written hereinafter referred as "proposed flat owner" in the newly constructed building or the heirs of the existing 12 members (hereinafter referred to as "Existing Members") and to provide the incoming flat owner in the said building to be allotted to the Developers with a view to sell units to Sale Purchasers / Purchasers of such flats.

4. The Society doth hereby grant unto the Developers and the Developers doth hereby accept from the Society the Development rights in respect of the new building the Development rights granted by the Society to the Developers in respect of the said building include the construction of the new building with such amount to be paid by the Developers as per the Annexure attached hereto and the Developers shall pay the amount in respect of the said Existing Members as mentioned in the Annexure. Floor Surface Index (FSI) for the purpose of the said land on the basis of the plinth area at the said

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[illegible] as also the amount of other properties to be obtained by way of Transferable Development Rights (hereinafter referred to as "the TDR") to the maximum extent permissible under the Development Control Regulations now in force in Thane District.

3. The entire development work in respect to the said property i.e. demolition of the existing building and construction of the said new building including all the expenses is to be incurred for purposes of TDR / additional FSI as also the amounts and expenses to be incurred for obtaining various permissions for development of the said land including construction of the said new building shall be borne and paid by the Developers alone.

4. The consideration for the Corpus / Society having granted the development rights to the Developers in the said property, shall be as follows:

a. The Developers shall provide residential flats free of cost to the members as per the Terms & Conditions mutually agreed by and between the parties and as per their / proposed dated 11/07/2013 and Resolution dated 27/07/2013 which have been annexed to this Agreement for Development as the proposed new building i.e. commensurate to them in lieu of the existing flats [illegible] existing number of the Society admeasuring [illegible] sq.ft. carpet area inclusive of enclosed balcony as per [illegible] sanctioned by the Ambernath Municipal Council. The proposed [illegible] dated 11/07/2013 and Resolution dated 27/07/2013 shall be treated as part and parcel of these presents.

b. The Developers shall provide building plans so as to include the flats to the existing members of the Society having agreed admeasurement of 985 sq.ft. for 12 flats have having present carpet area 650 carpet area 260 sq.ft. for 8 members

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having present 300 sq.ft. built up area including enclosed balcony area, cupboard and toilet block and covered flower bed area as per list annexed in Schedule II hereunder written subject to the said building plan from the Owner / Society. The names of flats allotted to respective flats will be informed by the Owner / Society within 60 (Sixty) days and the Owner / Society shall give a letter along with the building's sanctioned plan duly approved to the Developers. The Developers shall submit the plan to the Ambernath Municipal Council.

While preparing the building plan for the given balcony, the Developers will take account of the actual balcony area 443 sq.ft. for 10 numbers having present 600 sq.ft. balcony area as per clause 5(a).

2. The Developers shall construct two wings viz. accommodating 60 existing members of the Owner and the other to be sold by the Developers and the Developers will be exclusively entitled to the full consideration of premium FSI and the benefit and rights and restrictions which have been imposed by the Govt. for appeal and other matters concerned therewith.

3. It is made clear that the extra cost of the specifications in respect of the aforesaid building shall be borne and paid by the Developers alone, and certain profit of developer shall be given to the Developers. However, under no circumstances the Developers would not have any right in respect of the completion certificate is obtained from Ambernath Municipal Council.

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5. The Society's office bearers shall extend all cooperation to the Developers in obtaining the consent. The Society's office bearers shall sign and execute all such documents and papers as are required for the redevelopment of the building and as advised by the Advocate of the Developers.

6. The Developers have agreed to pay rent @ Rs.15000/- (Rupees Fifteen Thousand Only) per month per member having present carpet area upto 650 sq.ft. built up and @ Rs.20000/- (Rupees Twenty Thousand only per month per member having present carpet area 651 sq.ft. built up area of the existing members of the Society / Owners for the period of 24 months only. The said rent will be paid in 2 (two) equal installments of Rs.45,000/- each by post dated cheques to or through the Society. The Developer will pay a sum of Rs. 45,000/- (Rs. Forty Thousand only) as refundable deposit per member. The amount will be paid at the time of executing the agreement.

7. In case the Developers have not been able to complete the construction and recommendation to the members of the Society within 24 months from date of receiving the Commencement Certificate, the Developers have an option to pay monthly installments of rent @ ₹20000/- (Rupees Seven Thousand only per month per member having present carpet area upto 650 sq.ft. built up and AND rent @ Rs. 30000/- (Rupees Six Thousand only per month per member having present carpet area 651 sq.ft. built up area) for further period of 11 (Eleven) months, to each member of the former Society by post dated cheques to be delivered to or through the Society, as mentioned in the SCHEDULE – III annexed hereto. This is subject to giving two months' notice/s to all the Members in writing. 30 (thirty) days after obtaining Commencement Certificate of the Society shall

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ensure that all the Consenting Members of the Society occupying the flats in existing building vacate their respective flats and shift themselves and their family member and belongings to the temporary alternate accommodation arranged by the Society members themselves.

h. It is also agreed by the Society that they shall take all necessary steps and also afford all possible assistance enabling the individual members to vacate their flats within 15 (fifteen) days of receipt of the written Notice from the Developers after obtaining the Commencement Certificate [Bandhkam Parvanagi] to enable the Developers to commence the development work.

i. It is agreed that the Developer shall complete the construction of the new building and shall handover the possession of the flats to the existing members within 24 (twenty four) months from the Commencement Certificate.

j. It is agreed by and between the parties that the existing members to be liable for taxes up to the date of Commencement Certificate and thereafter all the taxes and outgoings including the open land taxes CC Commencement Certificate charges etc. shall be paid by the Developer only.

k. The Developers shall purchase the TDR / additional FSI as mentioned in Para 3 above in his name on account of the Society and such TDR shall be considered / treated as indemnity / security / guarantee given by the Developers towards the development work of the building to be carried out by them (Developers). Further it is clarified that all the expenses to be incurred for purchase of TDR / additional FSI as also the amounts and expenses to be incurred for obtaining various permissions for development of the said land including

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the construction of the said new building, shall be borne and paid by the Developers alone.

l. It is expressly agreed and understood that the Owner / Society shall not be entitled to claim any deposit and/or extra or additional consideration or any charge what so provided herein from the Developers for use of benefit of TDR / Incentive FSI that may be accrued. The Owners shall also not claim any refund of any amounts towards the purchase of the land of the said property mentioned till as the Developers.

m. On the execution of these presents the Society has authorized the Developers to put up the Notice / Sign Board on the said property indicating the particulars of the proposed Development Scheme of the Developers in respect of property of the Society.

n. In the event, if any additional FSI in the area of Ambernath Municipal Council of Thane District in the State of Maharashtra would be granted / accrued at the ratio of 60% to the Developers and 40% of the additional FSI to the Owner / Society are as per agreed between the parties to this agreement, the costs of the parties to bear the charges for the said additional FSI in proportionate ratio and proportionate development of the part of it to pay for the said facility of additional FSI in proportionate ratio then society of the Owners will not going to make any benefit for the available additional FSI. The applicable T.D.R. rates shall be mutually fixed and paid extra.

The Society agrees the society will provide full facility of the additional construction from the T.D.R.

Public Notice(s) issued by the Developers and other correspondence made or to be made by the Developers from

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time to time with the Ambernath Municipal Council and various authorities of Central / State Government and/or any other statutory body including any party / persons in connection with the redevelopment work of the said building and as required under these presents a copy thereof shall be minuted and endorsed to the Owner / Society for record.

7. The Developers propose to construct a multi storied building comprising residential and commercial units therein referred to as "the said new building") and the Developers shall be entitled to sell additional residential / commercial units in such periods after providing the possession to all the existing 24 members of the Society. The total consideration money received by the Developers from the purchasers for sale of the said units in the said new building shall belong to the Developers absolutely.

8. The Developers shall be entitled, on completion of the new building, after the possession being given to all existing 24 members of the Owner / Society, without requiring any permission from the Society to put Purchasers of units in the said new building in possession of the respective units purchased by them from the Developers and to aforesaid the total consideration money received by the Developers from the purchasers of the units in the said new building shall belong absolutely to the Developers.

9. The Owner / Society hereby agrees that all the purchasers of the additional residential / commercial units constructed by the Developers shall admit as their members without taking any objection of any nature whatsoever and they shall pay an amount towards the entry fee, registration fee, shares and other charges of Rs. 10,000/- (Rupees Ten Thousand Only) to the Society.

10. It is expressly agreed that in order to carry out work in respect of developing the said building as per the Terms and Conditions

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mentioned herein, the Developers shall be entitled at its own costs and expenses, to approach the various concerned authorities and to do various acts, deeds and things as hereinafter mentioned including:

a. To prepare building plans of construction of the said new building on the said property taking into consideration the areas/s allotted to the existing members of the Owner / Society for residential / commercial use and to submit the same to Ambernath Municipal Council and other authorities for the purpose of obtaining approval thereto and to agree such terms and conditions as may be stipulated by them from time to time for grant of permission for the construction of the said new building on the said land and/or for obtaining occupation and completion certificate in respect of such new building.

b. To modify / amend such building plans from time to time as the Developers may in its discretion determine and to obtain approval thereto from the Ambernath Municipal Council and all other concerned authorities.

c. To approach the authorities under the Ambernath Municipal Council & Urban Land (Ceiling and Regulation) Act, 1976 for obtaining permission for development / redevelopment of the said property which the said new building is to be constructed for commercial and residential use.

d. To approach the various authorities for obtaining quotas of steel, cement and other building materials as may be under for construction of the said new building on the said land.

e. To approach the concerned Authorities for obtaining water service re-connection for the said land and/or structures to be

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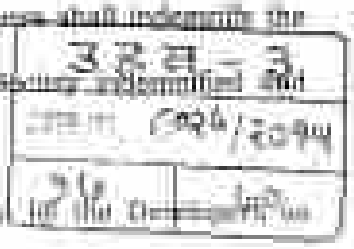
connections thereof including the Electric, Telephonic, Cable and Gas connections.

11. Till the date of the handing over vacant possession of the respective flats and shops by the existing 24 members shall be liable to bear and pay all the Municipal taxes like property taxes etc. from the date of taking over the possession of the said respective flats/shops the Developers shall be liable to bear and pay the Municipal taxes and other outgoing in respect of the said land account of its being "land under construction". Upon the Developers handing over the possession of the said 24 flats to the Owner / Society in the newly constructed building, each/its their existing 24 members to be liable to bear and pay the Municipal taxes and all other outgoings in respect of their respective flats. As regards the remaining flats the Municipal taxes and other outgoings in respect thereof shall be borne and paid by the Developers only.

12. It is also agreed that in order to enable the Developers to carry out the construction of the said new building, the Developers shall be entitled to appoint architectural, R.C.C. Consultants, Professional Engineers, Contractors, Fee and charges of such Engineers, R.C.C. Consultants and other professionals, Consultants, Engineers shall be borne and paid by the Developers alone. Similarly all the bills of the contractors including suppliers of building materials shall be borne by the Developers alone. The Developers shall indemnify the Owner / Society and keep the Owner / Society indemnified and harmless in respect thereof.



13. The development work shall be carried out in a workmanlike manner and according to building plans as prepared by the Developers and to be got approved by the Developers from the Ambernath Municipal Council and other concerned authorities with such amendments as may be from time to time proposed by the

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Developers and approved by the concerned authorities as also carrying out the infrastructure work if any required for development of the said property. In no case, the Developer will be entitled to reimbursement of the expenses incurred by it for such development and construction work and the Developer alone shall and discharge and bear the costs, charges and expenses for the development and/or construction work and shall indemnify the Owner/Society and keep the Owner/Society and keep the Owner/Society indemnified and harmless in respect thereof.

14. In particular, the Developers above shall be liable for payment of:

i. Fees of Architect, R.C.C. Consultants and other consultants as may be engaged by it.

ii. Payment of Deposit and security for Development Charges, Commencement Certificate, IOD, to AMC.

iii. Payment of premium to AMC in utilising FSI/TDR on the said property.

iv. Payment of open area deficiency fee (if any) to AMC.

v. Payment of premium to AMC for construction admeasuring [illegible] of wash/RCC cutting/ smoke exhaust or protective any or balconies only other common area of the building which is not taken in the sale premises.

vi. All the other charges, fees, deposits, penalty or extra charges to be paid to the concerned Authority for construction carried out on the said land including any penalty to be paid to the Collector, Ahmedabad, R.C.C. Consultant.

vii. Fees of various contractors appointed by it.

viii. Payment of the bills of the suppliers of building materials.

ix. Wages and other dues of the workmen employed or engaged for the development and construction work in accordance with the provisions of all applicable Labour Welfare Laws.

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x. Purchase price for the purchase of FSI/TDR to utilize on the said land

18. The Developers shall at its costs, carry out the necessary/statutory compliances for carrying out development/construction work on the said land under the Act and Regulations, Act and all other applicable Laws and shall indemnify and keep Owners/Society harmless against all the claims of the workers / labourers as employee for purpose of carrying out development work on the said land.

19. It is agreed that all or any agreement/s which the Developers enter in with anyone in respect of the said land, the said new building shall be so entered into by the Developers in its own name and such agreement on behalf of the Owners/Society.

20. To enable the Developers to carry out development work on the said land, the Owners/Society has executed an Irrevocable Power of Attorney in favour of M/s. ROHAN CONSTRUCTIONS

21. The Developers shall be entitled to carry out development work in respect of the said property at the said [illegible] its own. The Developers shall be entitled to appoint Surveyors, Sub-contractors, Architects, RCC consultant etc. for carrying out the development work & their remuneration and expenses.

22. The Owners/Society declares that the said building and the said property and free from encumbrances whatsoever. The Owners/Society agree commitments not inimical to the development of the said building work as per the agreement. The Society hereby agrees and declares that the Society shall not hereafter create any charges, mortgage or third party interest in respect of the said building work and export as desired by the

Developers and in accordance with the provisions of this Development Agreement.

20. In the event any of the members have accrued and amount to any bank or financial institution shall maintain their saving account with Owner/Society only.

21. The entire development work at the said land shall be carried out by the Developer strictly in accordance with the sanctioned building plans and in compliance with such conditions as the Development shall stipulate by all the authorities and the Owner shall keep indemnified the Owner/Society and the Developer harmless, in this behalf and against any loss or damage which the Owner/Society may suffer on account of any breach of any of such terms, conditions and by-laws of BMC and other concerned Authorities.

22. The Owner/Society shall make out a clear and marketable title to the said property, free from all encumbrances and reasonable doubts and will at their own costs and expenses get in the said expenses and clear all defects in the said property including all claims by way of sale, exchange, mortgage, gift, trust, maintenance, possession, easement, lease, lien, restrictive covenants or otherwise. The Developers shall be entitled to alter, sell, deal with and dispose of the flats, shops, offices, premises, car parking spaces in the building, as mentioned in Clause 6 hereinabove and expose all flats to be provided to the Society in the proposed building as well as all the premises to the prospective purchasers at such prices and on such terms as the Developers shall be entitled to enter into Agreements for Sale of Flats/Shops, parking with effect from the date of possession or what is known as occupancy basis on such terms &

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conditions and of such other as the Developer may deem fit and proper and be appropriate to promote thereof as binding on the Developer. However it is agreed that only the new Developers who will be duly admitted till the Occupation Certificate is received, the Society shall not collect any monies for that purpose or for.

21. The Developer shall also enter into separate agreement for "Permanent Alternate Accommodation" with each existing (and whose name is appearing in the Society's records as on the date of the Development Agreement) Owner/Occupier in respect of their respective existing premises in the said building (hereinafter referred to as the "Permanent Alternate Accommodation Agreement") The Developer shall bear and pay all the charges and outgoings in respect of the said premises including electricity, water charges, development charges, property taxes, maintenance charges, Society formation charges, Corpus Fund, deposits etc. payable to the new constructed building, according to the rates as mentioned in the Owner / Society and/or any other charges as may become applicable and payable by the Owner / Society from time to time. Stamp duty and Registration charges in respect of the Permanent Alternate Accommodation Agreement with existing flat owners shall be borne and paid by the Developer only.

22. The Developer shall be entitled to commence, carry out and complete the construction of the building/s on the said property as per the plans and amendments as approved by the concerned Authorities. It is the responsibility of the said Developer to complete the construction of the building in all respects with all the materials and specifications of high standard and quality. The Developer further agree and undertake to pay the necessary charges and bear the expenses for all the necessary building materials such as cement,

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sheet, steel, cable, angles, channels and other fixtures, fittings, electrical fittings, electrical wiring, Mild copper flats, etc. the Developer also have and undertake to pay and discharge from time to time promptly all dues of the suppliers of electricity, building materials, contractors, and contractors, workers, labourers employed by the developers for carrying out the development of the said plot. The Developer do hereby indemnify, the Society harmless and defended the Owner/Society hereto on their behalf and against any loss, damages, cost, charges and expenses which may be suffered or incurred or caused or occasioned by default on the part of the developers in this regards.

16. It is hereby agreed by and between the parties that the proposed building/s to be constructed on the said plot of land pursuant to the said sanctioned plans shall become in the ownership of the Agreement and/or conveyance to this Agreement and therefore the proposed building/s shall pertain upon clauses in these presents.

17. It is expressly agreed that if there shall be any variance in the availability of the FSI on the said land for whatsoever reasons with regard to the said work to be carried in respect of the said land upon the Developers and the Owners / Society additional FSI shall be available with more by Owner / Society and/or by the Developers.

18. All costs, charges and expenses of and incidental to the said Development Agreement to be executed including the stamp duty and registration charges and all other documents may be executed in pursuance hereof, shall be borne and paid by the Developers incidentally or through the Society / Owner, each party shall bear and pay the professional cost of their respective legal advisors and Chartered Accountants.

19. This Agreement constitutes the entire understanding arrived and between the parties hereto in respect of development of the said

land. Any amendment or modification in the aforesaid terms and conditions of this Agreement shall be made provided as mutually agreed upon by both parties and the same shall be in writing and duly signed by both the parties hereto.

20. The Developer shall be responsible for any decision in connection by the Municipal Water Pollution Act etc in respect of the newly constructed building for the sole purpose and Developer the owner of their respective flats and shall indemnify the owner for the period of 2 (two) years from the date of physically handing over possession of the newly constructed building to the Owner / Society.

21. The stamp duty and registration charges in respect of this Agreement for Development shall be borne and paid by the Developers alone.

22. This Agreement for Development shall remain in force till the Developers complete the work of construction in it's entirety. If they do not fulfill or honour the terms and conditions herein and committed breach during the currency of this Agreement or subsequent thereto, shall be referred to Arbitration and which shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or its statutory modification and shall have summary powers. The Arbitrator shall be an Officer(s)/Advocate. Courts alone shall have jurisdiction in the matter.

23. It is agreed that the Original of these presents shall remain with the Developers and Duplicate/Certified Copy of the same shall remain with the Owners / Society.

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SCHEDULE I ABOVE REFERRED TO

ALL THAT piece or parcel of land at Sale Mundkar Road, Barkuspada, Murgi, Ambernath (E), Dist. Thane with the building known as "PARUL CO-OPERATIVE HOUSING SOCIETY LIMITED" (herein referred to as the said property) admeasuring about 1287.70 sq.mtrs. bearing CTS No. 1020/2004 of village Ambernath, Taluka Ambernath, District Thane, Dist. Thane lying and being Final plot No. 1020/2004 within limits of Ambernath Municipal Council

ON OR TOWARDS NORTH BY :

ON OR TOWARDS EAST BY :

ON OR TOWARDS SOUTH BY : PARUL SOCIETY PLOT

ON OR TOWARDS WEST BY : PALVAR SOCIETY

SCHEDULE II ABOVE REFERRED TO

The Owner / Developer shall construct through Developers interest on the said land new building under the name and style of "PARUL CO-OPERATIVE HOUSING SOCIETY LIMITED" of village Ambernath, Taluka Ambernath, District Thane of Thane Municipal Council and Final Plot No. 1020/2004 of Ambernath Municipal Council and to sell the flats/ premises therein to the purchasers thereof in the construction of such new building and to retain for itself unsold flats/premises and the parking spaces.

Ground floor area 6645 sq.ft. for 8 residential flats admeasuring 650 sq.ft. each, 280 sq.ft. for 8 residential flats admeasuring 280 sq.ft. each and 1 residential flat admeasuring 550 sq.ft. built up area including enclosed balcony area, cupboard and useable Niche and covered flower-bed area and car parking area and the flats/ premises/ units in the said building as per the approved plan.

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SCHEDULE III ABOVE REFERRED TO

The Developers have agreed to pay rent @ Rs. 6000/- (Rupees Six Thousand Only) per month for 18 members (having present 600 sq.ft. built up area) AND rent @ Rs. 5000/- (Rupees Five Thousand Only) per month for 6 members (having present 550 sq.ft. built up area) of the existing members of the Society / Owners for the period of 24 months only. The said rent will be paid in 4 (four) equal installments of 6 (Six) months each by post dated cheques to or through the Society. The Developer will pay a sum of Rs. 6,00,000/- (Rs. Six Lakhs only) i.e. (Rs. 25,000/- (Twenty Five Thousands Only) per member x 24members = Rs. 6,00,000/- (Rupees Six Lakhs Only) corpus fund to the said society which will be provided as maintenance fund, which is generally given for maintaining newly constructed premises. The amount will be paid at the time of final possession of the premises to the existing members of the said society. In case the Developers herein are unable to handover the possession of the permanent accommodation to the members of the Society within 24 months from date of obtaining the Commencement Certificate, the Developers herein agree to pay further compensation of rent @ 7000/- (Rupees Seven Thousand Only) per month for the 18 members having present 600 sq.ft. built up area) AND rent @ Rs. 6000/- (Rupees Six Thousand Only) per month for 6 members (having present 550 sq.ft. built up area) for further period of 11 (Eleven months, to the Owner Society by post dated cheques (in single installment) to or through the Society. This is subject to giving the vacant possession by all the Members within 30 (thirty) days after obtaining Commencement Certificate and the Society shall ensure that all the Consenting Members of the Society arranging the flats in existing building vacate their respective flats and shift themselves and their family member and belongings to the temporary alternate accommodation arranged by the Society members themselves.

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IN WITNESS WHEREOF the persons hereto, as mentioned

respective hands to this ... day ... month and year ... hereinabove

written.

SIGNED AND SEALED AND DELIVERED

BY THE WITHIN NAMED

PARIJAT CO-OPERATIVE HOUSING SOCIETY LIMITED (Promoter)

1 Chairperson -

MRS. SARALA V. GOKAL

2 Secretary

MR. MADHUKAR N. HAMBLE

MR. SURESH C. KHARANG

In the presence of Members Witnessing

Common Seal

The Seal of the Society is affixed hereunto

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The Promoters of the Society dated 11/07/2015 SIGNED AND SEALED AND DELIVERED

BY THE WITHIN NAMED "THE DEVELOPERS"

M/s. ROHRA CONSTRUCTIONS

THROUGH THEIR PARTNER

1. **MR. VASHU DHIRUMAL ROHRA**

2. **MR. PRAKASH DNYANDEO WAGHCHEDE**

3. **MR. MAHESH VASHU ROHRA**

In the presence of

1.

2.

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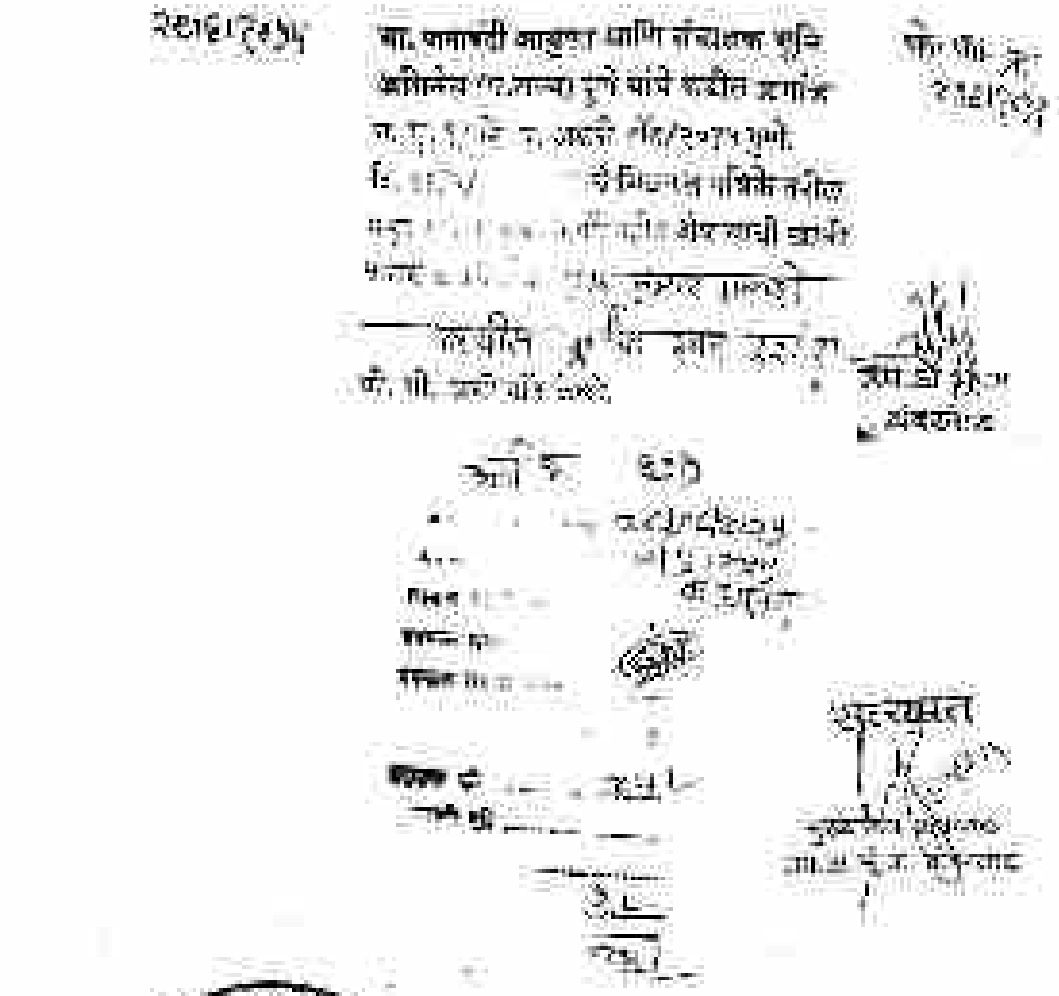

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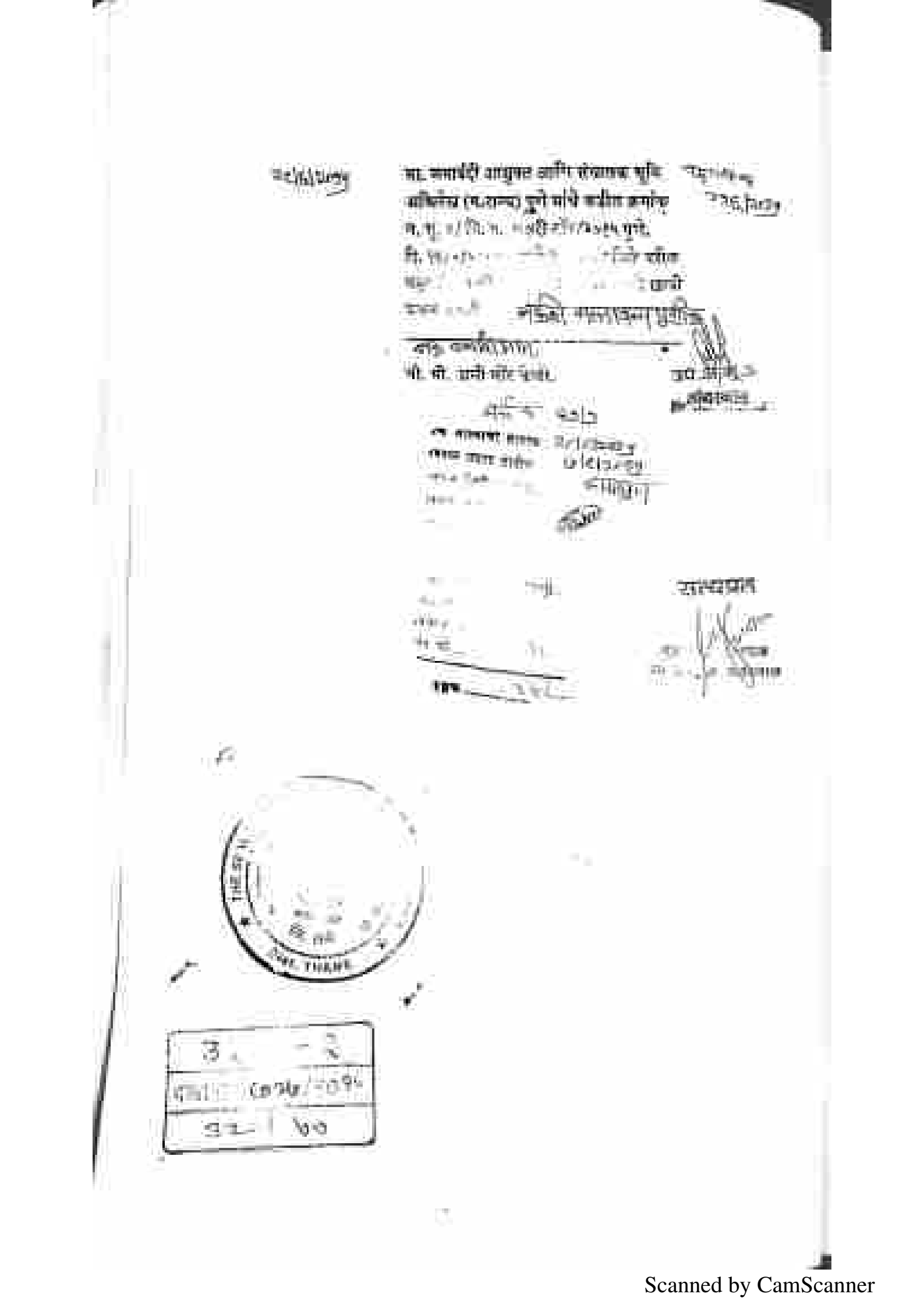

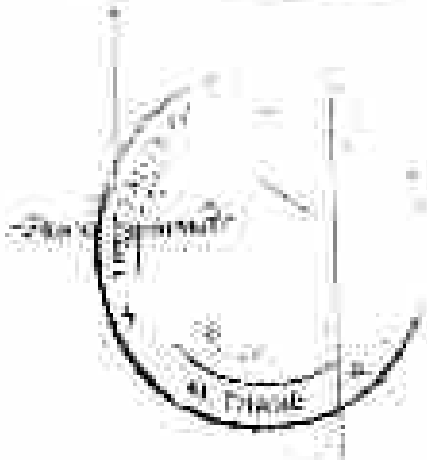

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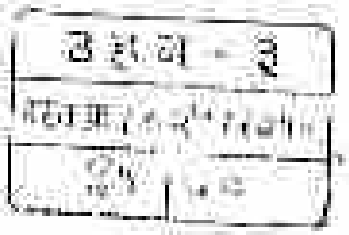

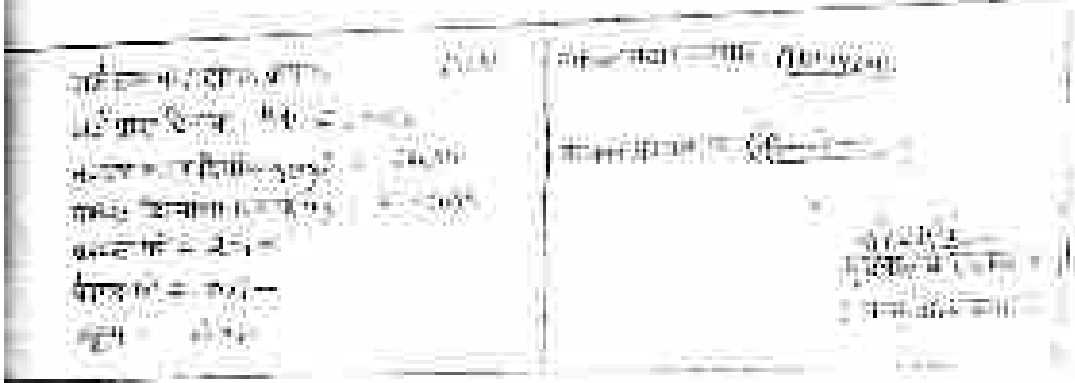

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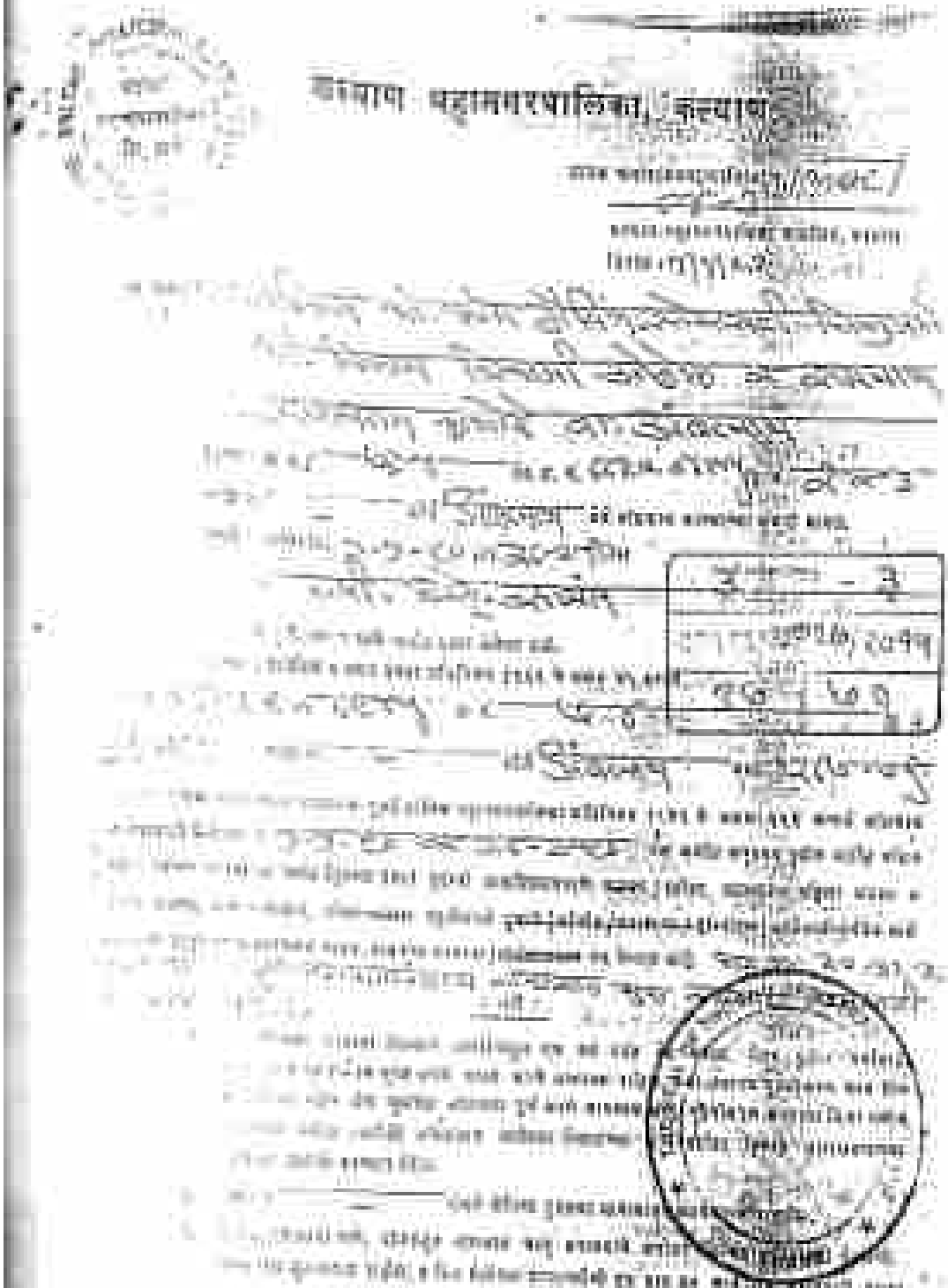

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अंबरनाथ नगरपरिषद, अंबरनाथ

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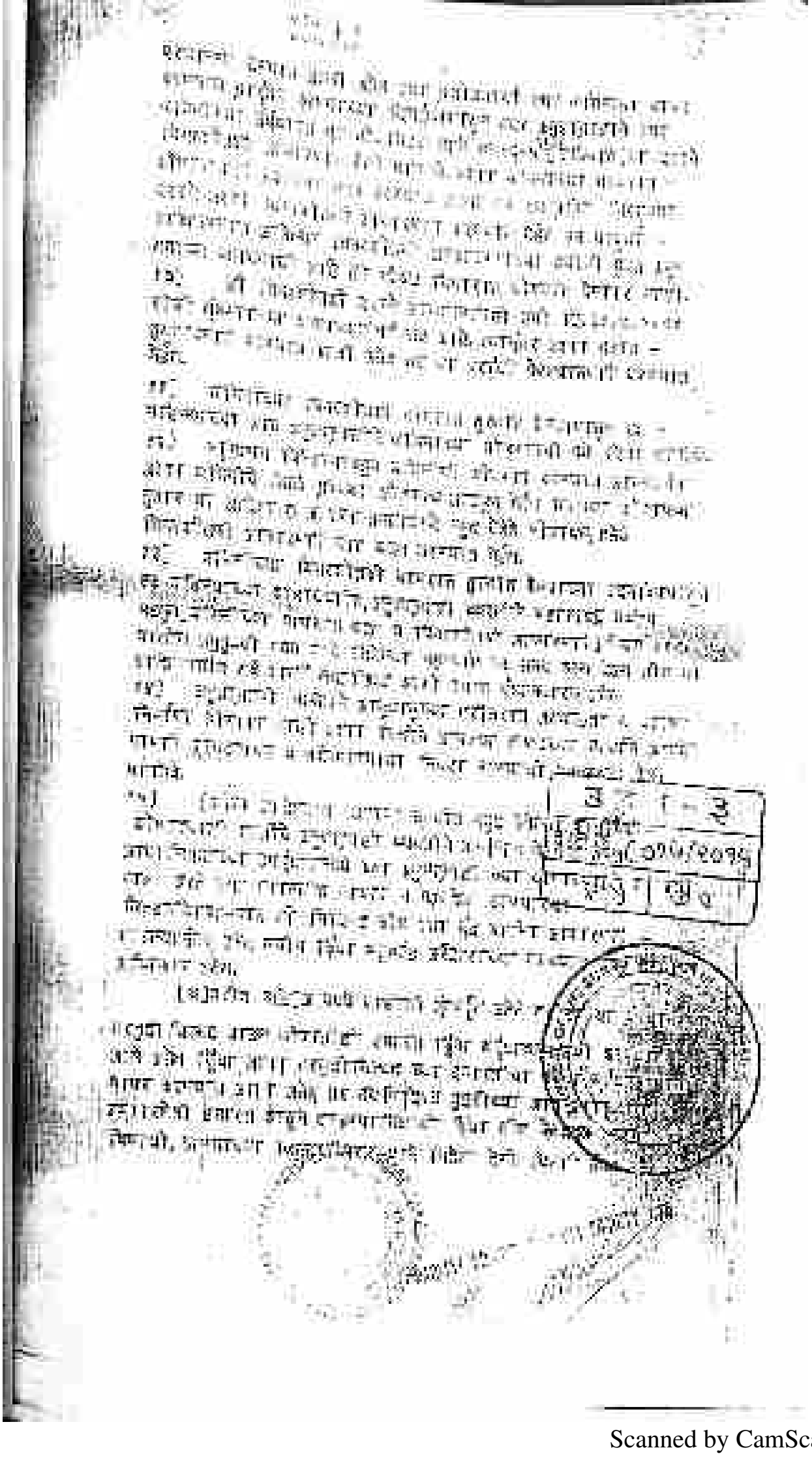

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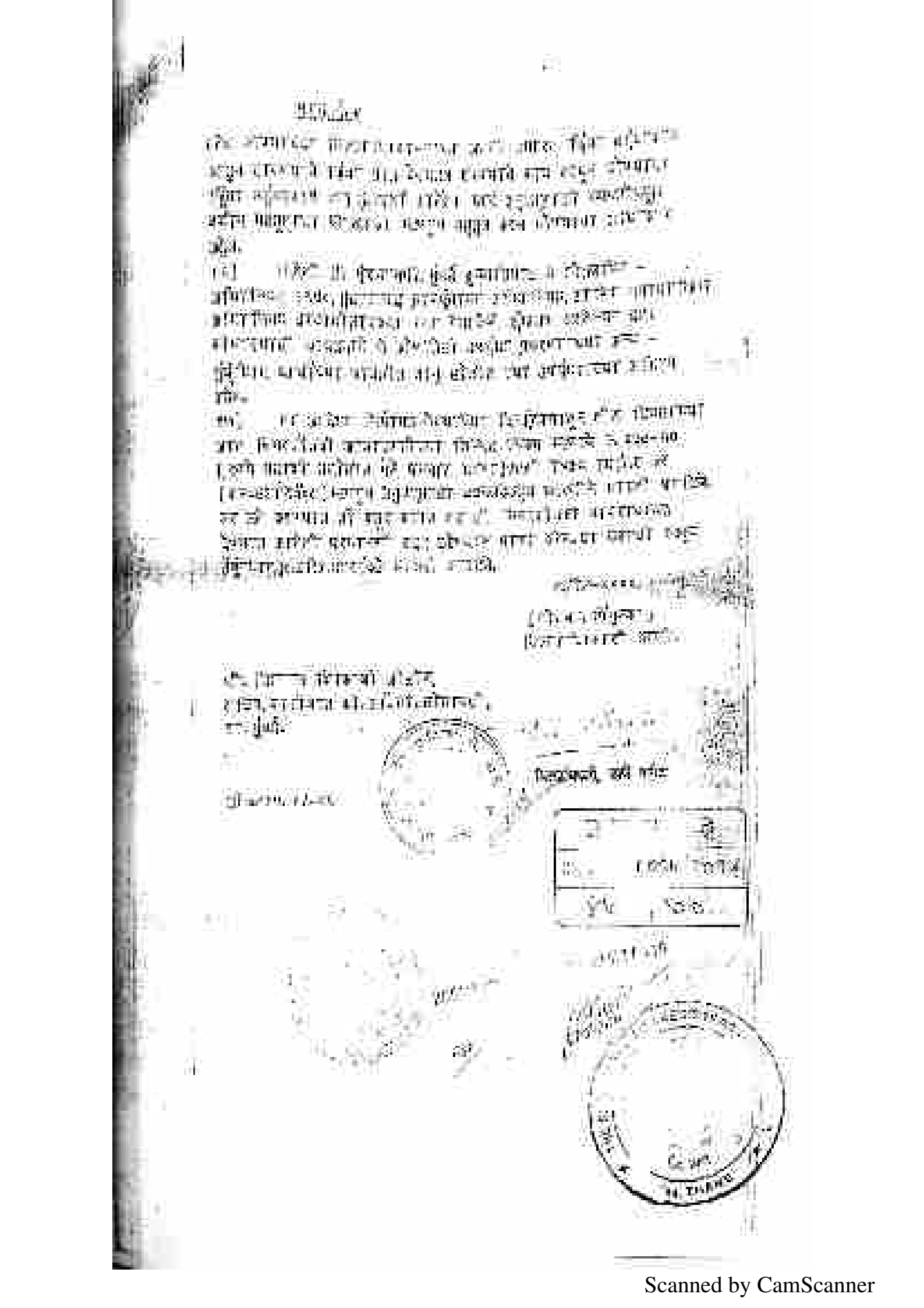

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PARIJAT CO-OP. HOUSING SOCIETY LTD.

Date

Parijat/15-16

To,

Subject :

Ref :

Dear Sir,

Thanking You,

Yours Faithfully,

For Parijat Co-op. Housing Society Ltd.

Secretary

RIJAT CO-OP. HOUSING SOCIETY LTD.

(Reg. No. TNAR/(W)/HSG(T.C)/4888-A/ dt: 28/09/1988)

New Kavery Road, Thangavel Road, Aminjikarai, Chennai, Tamil Nadu, 600 029

Date : _____

/HOUSE-1/

25/07/2019

प्रति: कार्यकारी अभियंता

उपाय क्र. 1

चेन्नई/CC/CSC

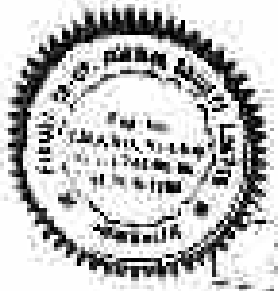
विषय : अंतर्जोडणी (कनेक्टिविटी) पूर्णविराम प्रमाणपत्राबाबत.

संदर्भ : दक्षिणात गृ.सं.सं. लि. सोसायटी या कार्यालयीन पूर्णविराम प्रमाणपत्राबाबत दि.नोंदणी अर्जदाराकडून, अर्जासोबत पूर्ण अर्ज विनंतीस अनुसरून विद्युत-नी अंतर्गतचे दि.xx/xx/xxxx रोजी झालेल्या विशेष कार्यकारिणीच्या आधीन मंजुरीनुसार करण्यात आले.

कृपया : आ.एस.टी.सिंह

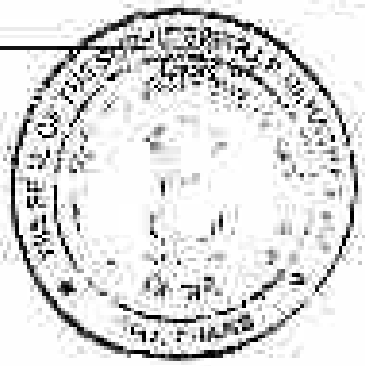
अनुमोदन : मा.पु.सं. प्रोफेसर

याबाबत कार्यवाहीसाठी सादर करण्यात आले.



Chairman

Secretary



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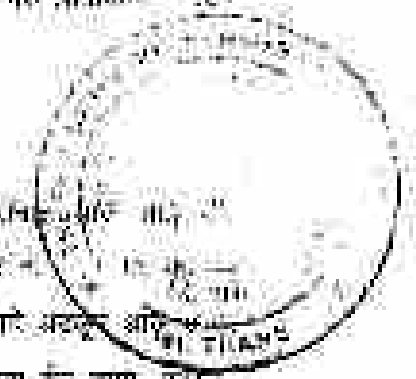
ता. अंबरनाथ जि. ठाणे पिन कोड नं. ४२१५०१



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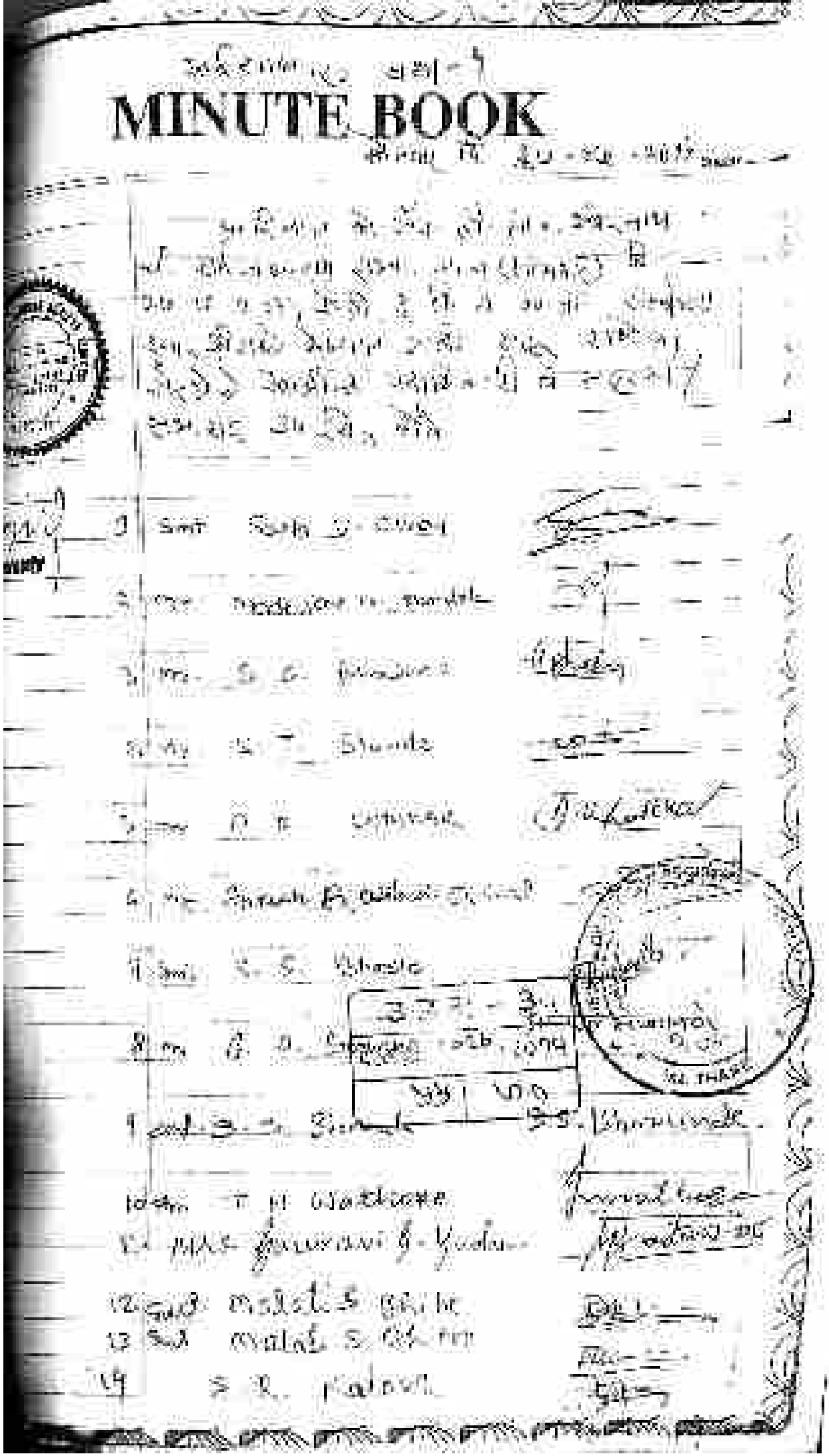

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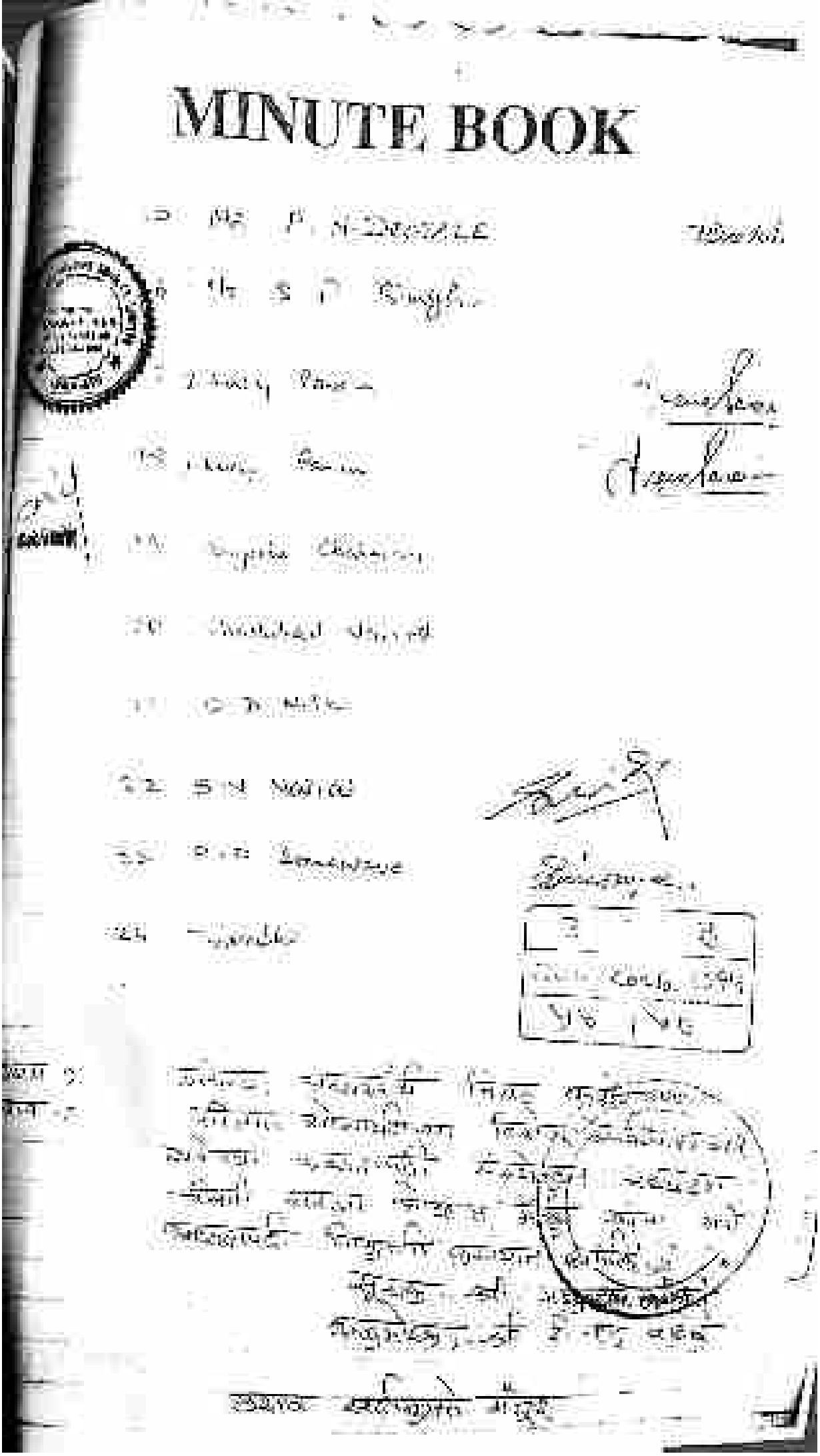

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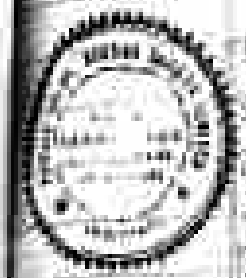

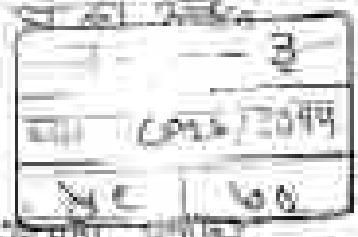

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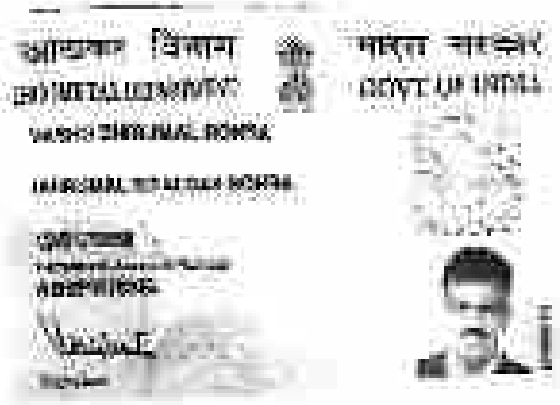

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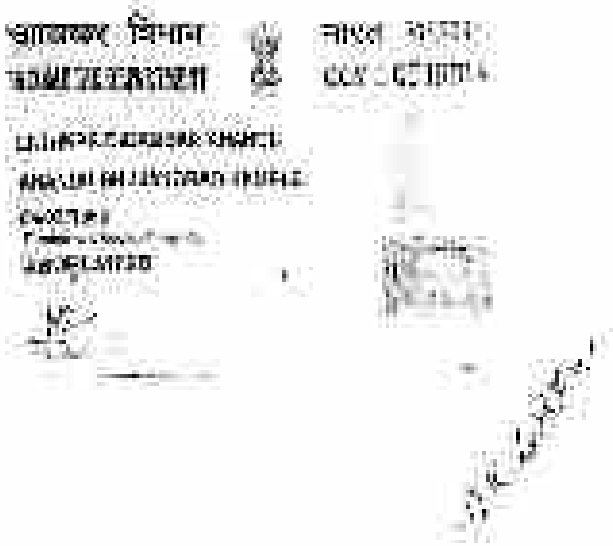

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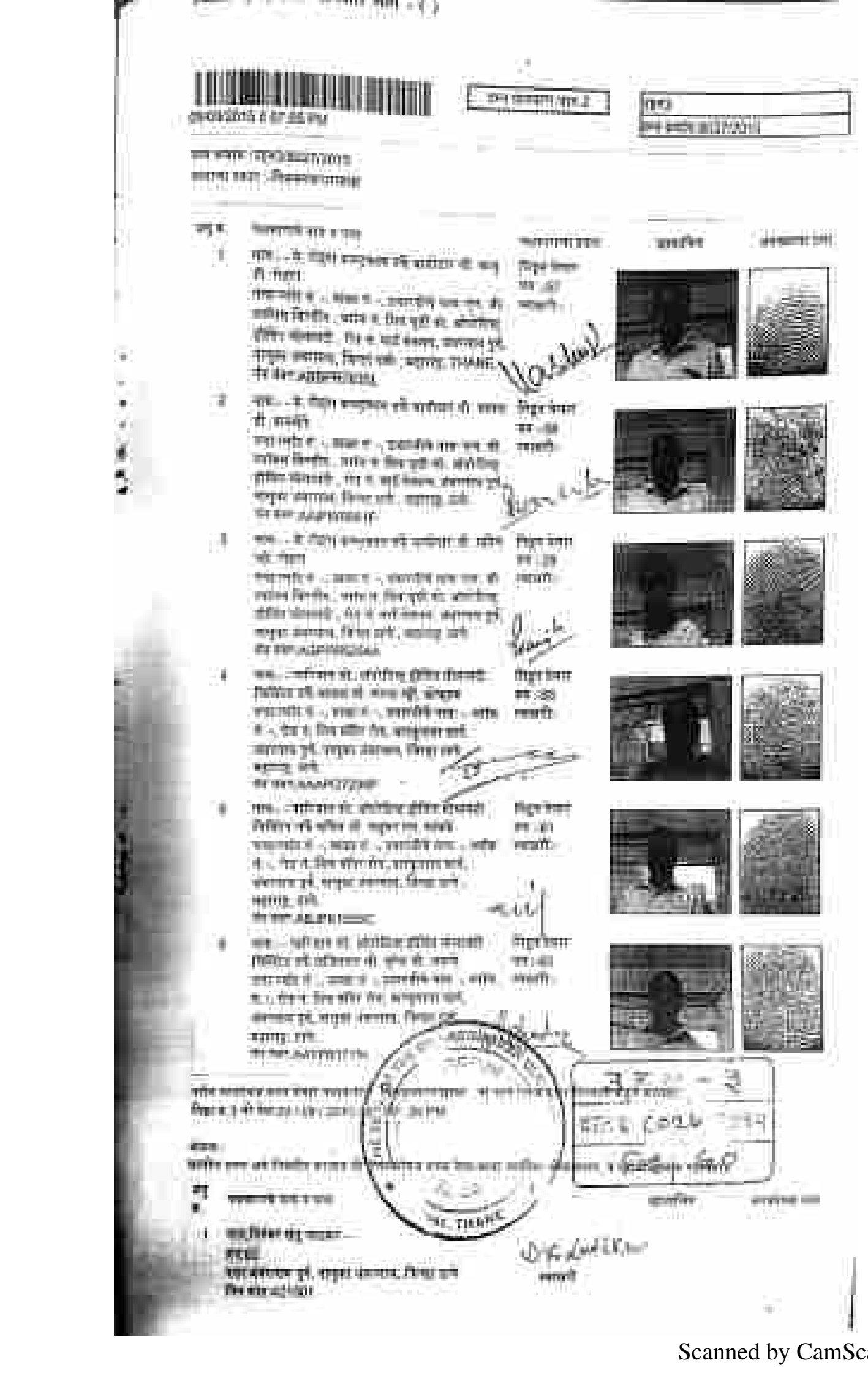

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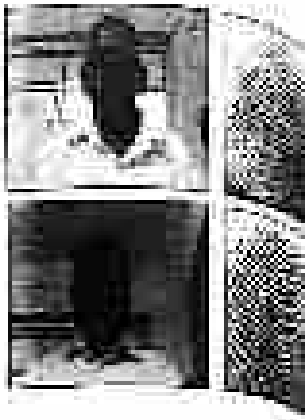
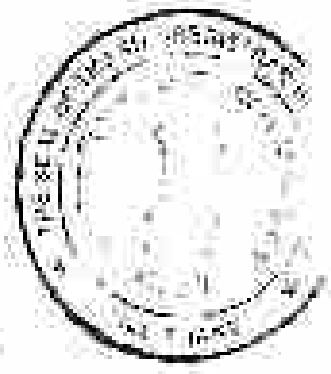
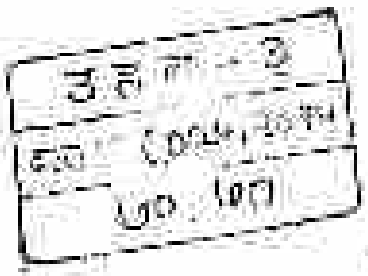


E-Payment Receipt





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