Developers to each member of the Society at the time of handing over vacant and peaceful possession of their respective new flats in the proposed building to be constructed on the said property.

(E) The Developers further agree to pay to the members of the Society shifting expenses of **₹5,000/-** per member on the date when the members vacate and handover possession of their existing flats to the Developers for the purpose of demolition, and **₹5,000/-** per member on the date of shifting from the alternate accommodation to the new flat in the proposed building for transportation of the members of the Society.

(F) (i) The existing members of the Society shall make arrangement for their temporary alternate accommodation, and the Developers may assist the members to identify the temporary alternate accommodation, and the Developers shall bear and pay to each of the existing member of the Society, an amount of **₹50,000/-** towards refundable security deposit and an amount of **₹30/- Per Sq.Ft. Carpet of their existing flats, per member per month**, for the period of first 12 (Twelve) months towards monthly compensation/rent required to be paid in respect thereof. The amount of refundable security deposit and monthly compensation/rent payable to the existing members of the Society for the period of first 12 (Twelve) months as mentioned in **Fourth Schedule** hereunder written. The amount of monthly compensation for temporary alternate accommodation payable to the existing members of the Society for the period of first 12 (Twelve) months shall be increased by 10% on the last paid monthly compensation/rent for every successive term of 12 (Twelve) months.

(ii) The Developers shall be liable to pay the same to the existing members of the Society from the date of the members handing over vacant and peaceful possession of their existing units to the Developers herein till the members are put into vacant and peaceful possession of their respective new flats in

कलन – ३
३९६/२०२३
29 | 08

Collector of Stamps Thane (City)

THE SEAL OF THE JOINT REGISTRAR KALYAN-1

ADJ.NO	832	2023
Page/	90	29

the proposed new building, and immediately thereafter the Developers shall discontinue to pay the aforesaid amount of monthly compensation/rent to the members. The members shall be deemed to have taken vacant and peaceful possession of their respective flats in the proposed new building after the elapse of Fifteen days from their receipt of the written intimation from the Developers that the Completion/Occupation Certificate in respect of the proposed building has been obtained from the K.D.M.C.

(iii) It is agreed by and between the parties hereto that, the aforesaid amount of refundable security deposit shall not carry any interest, and the members herein shall refund the same to the Developers herein, immediately on the Developers communicating them in writing to take possession of the new flats agreed to be allotted to them in the proposed new building. It is hereby further agreed by and between the parties hereto that, if any of the existing member of the Society fails to refund the amount of refundable security deposit to the Developers, on the Developers communicating them in writing to take possession of the new flats agreed to be allotted to them in the proposed new building, it shall be lawful for the Developers to withhold the possession of the new flat agreed to be allotted to such defaulting member till the realisation of such refund from such member to the Developers herein.

कलन – ३
दस्त क्र. 9366 / २०२३
22 / 60

(iv) The Developers shall pay the agreed amount of monthly compensation/rent to each existing member of the Society by issuing in favour of each existing member of the Society, Six Post-Dated Cheques of 05th day of each English Calendar Month, for the agreed amount of monthly compensation for first Six Months in advance, at the commencement of such first term of Six Months. It is further specifically agreed by the Developers that, they shall pay the agreed amount of monthly compensation/rent to each existing member of the Society payable for each further term Six Months in advance, by issuing in favour of the Members further Six Post-Dated Cheques of 05th

ADJ.NO 833 2023
Panel 99 23

Sushma

day of each English Calendar Month, for each further term of Six Months, at the commencement of such term, without any unreasonable delay. The Developers hereby further agree and undertake to honour all the aforesaid Cheques so issued and to be issued in future as agreed upon hereinabove, on their respective due dates, and the same shall not be dishonoured for any reason whatsoever.

11. The Society hereby unequivocally declares that, prior to the execution of these presents, the Society and all its members have fully satisfied themselves that, the consideration agreed by the Developers herein to the Society and its members is reasonable and proper and the Society and/or its members shall not raise any claim and/or demand for any additional consideration under any circumstances whatsoever and/or shall not raise any objection/s with respect to adequacy of quantum of consideration, at any time in future.

कल्याण - ३
दस्त क्र. 9376 / 2023
23/10

12. The Developer shall complete the new building and handover possession of the new flats to the existing members of the society within a maximum period of **36 (Thirty-Six) months** from the date of issuance of Commencement Certificate by the KDMC with TDR or all the members of the Society handing over vacant, and peaceful possession of their existing old flats to the Developers for demolition of the said building, whichever is later.

PROVIDED THAT, if handing over possession of the flats to be allotted to the existing members of the Society is delayed on account of reasons beyond the control of the Developers, non-availability of steel, cement, other building material, water or electric supply, unreasonable escalation of prices of building material and/or on account of War, Civil commotion or Force Majoure, partial or complete lockdown or restrictions imposed by the competent authority due to outbreak of any epidemic or pandemic halting or slowing down the construction work and/or on account of any notice, order, rule, notification of the Government, Court of competent

11

ADJ.NO	633	2023
Page/	92	25

Scanned with OKEN Scanner

jurisdiction, Kalyan Dombivli Municipal Corporation and/or other public or competent authority, the Developers shall be entitled to reasonable extension of time for the same, with the mutual consent of both the parties hereto.

13. The Society assure to the Developers that, its existing members shall vacate their respective flats and co-operate with the Developers to demolish the existing building, to construct a new building thereon, within 30 (Thirty) days from the Society receiving written communication from the Developers regarding receipt of Commencement Certificate from the Kalyan Dombivli Municipal Corporation. The Developers shall furnish a copy of the Commencement Certificate to the Society before shifting.

14. The Society shall co-operate with the Developers and ensure that all its existing members vacate their respective flats within the time stipulated therefor, and co-operate with the Developers for enabling the Developers to demolish the existing building and construct new building in its place. If, any of the existing members of the Society refuses to hand over vacant and peaceful possession of their respective existing flat in the existing building to the Developers for the redevelopment of the said Property within the stipulated time aforesaid, if the Developers and/or the Society have to adopt legal proceedings against such dissenting member/s, then, in that event such member/s shall be required to pay to the Developers an amount of ₹5,000/- (Rupees Five Thousand Only) per day as liquidated damages and also the actual costs of the legal proceedings as may be incurred by the Developers. It is also agreed by the Society that, in the event any or some of the members of the Society do not vacate their flats within 30 (Thirty) days of intimation to vacate the existing flats, the Developers shall be entitled to recover from such dissenting member/s, the rent payable to the members who shall have vacated their flats within the stipulated time, and such dissenting member/s shall continue to be liable to pay all the aforesaid charges, damages and/or penalties till the date such

कलन – ३
दस्त क्र. 9366
28 00

THE SEAL OF THE JOINT SUB REGISTRAR KALYAN-3 Dist Thane

Scanned with OKEN Scanner

default continues on the part of such member/s. The Society shall assist the Developers and/or shall initiate legal proceedings against such obstructionist, dissenting member/s.

15. The Developers shall have right to demolish existing structure and dispose of the material by way of selling/giving away or in any manner it deems fit and the Society and the members herein shall not claim any sale proceed and/or would not object to the mode of disposal of the material. The Society and its members shall not remove any permanent structure, fixtures fittings etc., attached to their respective flats including but not limited to slidings, doors, door frames, grills etc., while vacating their respective flats.

16. In the event of any of the members of the Society shall be desirous of purchasing extra area, such members shall preferrably intimate the same to the Developers before submitting the plans of the proposed building to the KDMC for approval, after which the acceptance shall be at the discretion of the Developers, and strictly subject to the planning constraints. It is further agreed by and between the parties hereto that, such extra area shall be chargeable at a mutually agreed rate of ₹11,700/- (Rupees Eleven Thousand Seven Hundred Only) per Sq.Ft. Carpet. The Balconies and incidental Terrace attached to the residential units shall be included in the Carpet area.

17. The Developers shall execute individual Allotment Deed/ Agreement with each existing member of the Society in respect of their respective new flats within a period of three months from the date on which the plans of the proposed building are duly approved by Kalyan Dombivli Municipal Corporation and the Re-Development project is registered with RERA Authorities. It is further agreed by and between the parties hereto that, charges for the stamp duty, registration charges, required to be incurred in respect of the new units to be allotted to the existing members of the Society, to the extent of carpet area to be allotted free of cost shall be borne and paid by the Developers, and to the extent of extra area purchased by

Collector of Stamps Thane (Rural)

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3

ADJ.NO 823 2023
Page/ 98 25

the members, if any, shall be borne and paid by the individual members of the Society at actuals as shall be applicable to such members.

18. It is further agreed by and between the parties hereto that, the amount of GST or any other tax and/or duty by whatever name called levied by the State and/or Central Government or any other local authority, on the allotment of the residential flats applicable in respect of the flats to be allotted to the existing members of the Society, shall be borne and paid by the respective members, and all other expenses being the amount of security deposit(s) to the M.S.E.D. Co. Ltd., towards meter connection, transformer, water connection charges, Pollyvolt Solar Panel, lift, with Generator backup etc., in respect of the flats to be allotted to the members of the Society, shall be borne and paid by the Developers herein.

19. It is hereby agreed by and between the parties hereto that, in the event of demise of any of the existing member of the Society during the course of redevelopment, all the beneficial interest accrued to such deceased member, including monthly rent for temporary alternate accommodation, corpus fund, allotment and/or possession of new flat to be allotted etc., shall be transferred to such person/s individually or jointly as the Society shall notify in writing to the Developers, as is/are the legal heir/s of such deceased member having admitted as member in lieu of such deceased member. Such allottee/s shall be further bound to furnish an indemnity bond in favour of the Developers indemnifying the Developers against any claim/s made by any other person/s claiming right, title and/or interest through the deceased member.

कल्याण - ३
दस्त क्र. 9326 2023
28 60

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN - 3 Dist Thane

20. The Developers shall procure T.D.R., premium F.S.I., ancillary F.S.I to its maximum extent and also avail any other benefit in terms of F.S.I. and/or T.D.R., and load the same and obtain revised sanction/s from the K.D.M.C. in respect thereof, at their own cost and expense. The Developers herein hereby covenant with the Society that, they

ADJ.NO	633	2023
Page	94	28

Rushaba

Scanned with OKEN Scanner

shall not effect any change/modification/ alteration in the plans as shown to the Society and its members in respect of the flats to be allotted to the existing members, save and except as suggested and/or directed by the sanctioning body i.e. K.D.M.C.

21. The Developers shall their own cost and expense be entitled to bring Transferable Development Rights on the said property for putting additional constructions and the Society shall sign and execute all applications, writings and do all acts, deeds, matters and things necessary in that behalf.

22. Immediately on the execution and registration of this Agreement, the Developers shall have a license to enter upon the said property of the society to proceed with the development of the said property in accordance with the plans, designs and specifications of the new multi-storied building proposed to be constructed on the said property sanctioned from the Kalyan Dombivli Municipal Corporation.

23. It is hereby agreed by and between the parties hereto that the Developers shall have complete right and full authority to appoint professionals i.e. approved and qualified Architect, R.C.C. Consultant, Civil Engineer, legal advisor, labour contractor and sub-contractor as per its choice in respect of construction work of the proposed building to be constructed on the said property and the Society shall have no concern with any such appointment of such personnel in respect of the development of the said property and the Developers shall pay the requisite charges of all such personnel.

24. If the Society appoints professionals i.e. approved and qualified Architect, R.C.C. Consultant, Civil Engineer and Advocate for the supervision of the redevelopment project, the Society shall pay bear and pay such professional fees independently without any recourse to the Developers.

कलन – ३
दस्त 9326 2023

THE SEAL OF THE JOINT SUB-REGISTRAR KALYAN-3

15

RVSheha

ADJ.NO	633	2023
Page/	94	28

Scanned with OKEN Scanner

25. The Society and its existing members shall be liable to pay all the taxes, cess, etc. to the Kalyan Dombivli Municipal Corporation and/or to the Government authorities in respect or the said property and every part thereof till the date of handing over vacant possession of the existing building to the Developers, and the Developers shall be liable to pay all such charges from the date of members handing over vacant possession of the existing building to the Developers, till handing over possession of new flats to the respective members and/or acquirers upon obtaining Completion/Occupation Certificate from KDMC to that effect.

26. The Members of the society shall not in any manner obstruct hinder or interfere with day-to-day development and construction work being carried out by the Developers on the said property without any reasonable ground. If the Members have any query or dispute, they shall bring the same to the notice of the Committee appointed by the Society in its S.G.M. dated 27.11.2022, and the said Committee shall discuss the same with the Developers and shall resolve any such query or dispute.

कलन-३
दस्त क्र. 9366/2023
25 CD

27. Simultaneously with the execution hereof, the Society shall execute an Irrevocable Power of Attorney in favour of the Developers authorizing the Developers to do all acts, deeds, matters, and things as may be required for purpose of development of the said property and to effectually implement this agreement and to submit building plans, proposals, applications, drawings, and representations under the Maharashtra Municipal Corporation Act or any other statue or law for the time being in force and to engage Architects, R.CC. Specialists and other experts, provided and always all costs, charges and expenses incurred or suffered in respect of all acts, done under the power of Attorney shall be borne and paid by the Developers alone.

28. The Power of Attorney which shall be executed in favour of the Developers along with the said redevelopment agreement shall

ADJ.NO	833	2023
Page	910	25

RVShahane

Scanned with OKEN Scanner

remain in force till the said redevelopment project is completed in all the respects and all the Units coming to the share of Developers are sold to prospective purchasers, and entire consideration receivable in respect thereof is realized by the Developers, and the said property with building is handed over to the Society and thereafter the same shall stand cancelled and revoked. The said property shall always remain in ownership of the Society and the Developers are Licensees for redevelopment of the said property.

29. The entire development work shall be carried out by the Developers at their own risks, costs and expenses. The Developer shall bear and pay the bills of the suppliers of building material, wages and salaries payable to the workmen and other person/s employed for the purpose of carrying out the construction work, as also other costs, charges and expenses that may be incurred in regard to the development work. The Developers shall engage contractors, labourers and transact with other suppliers in their own name. The Developers shall be solely liable and responsible for any mishap or accident, occurred if any, during the entire development work of the said property, and the Society shall not be held liable and responsible for the same in any manner whatsoever, and the Developers shall indemnify and keep the Society fully indemnified and harmless against any action, suit, demand, cost, damages or litigation if any initiated in respect thereof.

कल्याण - ३
दस्त क्रमांक 9320 / 2023
23 / 20

30. Immediately on and from the date of execution and registration of these presents, the Developers shall, in adherence to the provisions of MAHARERA, at their own costs be entitled to put up boards, and hoardings on the said property showing and/or indicating the proposed development scheme on the said property hereby agreed to be developed. The Developers shall have the right to make advertisement in any newspaper in respect of available units in the proposed development scheme on the said property for sale.

ADJ.NO	833	2023
Page	9L	23

Scanned with OKEN Scanner

31. The Developers shall also be entitled on their own account to sell residential flats in the new buildings, excluding the flats to be allotted to the existing members of the Society, and to sell them on ownership basis to the prospective purchasers, for the purposes for which the respective units are sanctioned, and for that purpose to enter into agreements or letter of allotment or such other writing or documents in their own name, and on their own behalf, risk and responsibility. It is also agreed that the Developers shall be entitled to receive and retain with them all the monies from the persons to whom the flats are sold or allotted as the case may be in the said building to be constructed on the said property and to appropriate the same in such manner as the Developers may deem fit. All the monies which shall be received by the Developers from such persons shall belong to the Developers and will be received by them on their own account. The purchasers of units in the new building shall be admitted as members of the society by charging only such sum as shall be prescribed under the byelaws of the Society and statutory amendments and/or modifications made thereto towards share money and entrance fee. No further amounts shall be demanded from them.

32. It is hereby agreed by and between the parties hereto that, after the completion of the entire project the name of the present Society i.e. "SHIV LEELA" shall not be changed or amended. The Developers are entitled to affix "PROJECT BY YOGIRAJ SKYLINE" alongwith the name of the Society on all the conspicuous places of the building. and the Society shall tender its full and unconditional consent for the same.

33. The Developers agree and undertake to construct the building entirely at their own cost, risk and expense, and strictly as per the approved plans and permissions granted by the K.D.M.C., and shall strictly follow the construction norms applicable thereto, and shall not violate the same in any manner whatsoever. The Developers shall be solely and absolutely liable and responsible for violation of any of the

ADJ.NO	833	2023
Page	98	98

RVSholay