

71/9090

पावती

Original/Duplicate

Wednesday, April 12, 2023

नोंदणी क्र.: 39म

2:00 PM

Regn.: 39M

पावती क्र.: 9943 दिनांक: 12/04/2023

गावाचे नाव: डोबिचली (नवी)

दस्तावेजाचा अनुक्रमांक: कलम2-9080-2023

दस्तावेजाचा प्रकार: विकसनकारनाचा

सादर करण्याचे नाव: मे. राधिका कल्हटकर कंपनी वर्क भागीदार पी. विरीश श्रीकृष्ण मराठे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1840.00

पुष्ठाची संख्या: 92

एकूण:

रु. 31840.00

आपणाने मुळ दस्त, पंचमतेस प्रिंट सुची-२ अंदाजे

2:13 PM ह्या वेळेस मिळाले.

Joint Sub Registrar Kalyan 2

बाजार मूल्य: रु. 70852500/-

मोबदला रु. 77362500/-

भरलेले मुद्रांक शुल्क : रु. 3898200/-

(सही) जी.बी.सातदिवे

सह. दुय्यम निबंधक वर्ग २,

कल्याण क्र. २

1) देववाचा प्रकार: DHC रजम: रु. 1950/-

सीडी/धनादेश/पि ऑर्डर क्रमांक: 1204202302470 दिनांक: 12/04/2023

बँकेचे नाव व पत्ता:

2) देववाचा प्रकार: e-Challan रजम: रु. 30000/-

सीडी/धनादेश/पि ऑर्डर क्रमांक: MH000464587202324E दिनांक: 12/04/2023

बँकेचे नाव व पत्ता:

मुळ

मुळ दस्त परत मिळाले.



CHALLAN
MTR Form Number-6



GRN	MH000464507202324E	BARCODE	1104042023174212		Date	11/04/2023-17:42:12	Form ID	
Department			Inspector General Of Registration					
Registration Fee			Payer Details					
Type of Payment			Ordinary Collections IGR					
			TAX ID / TAN (If Any)					
			PAN No.(If Applicable)		AIDFR2279J			
Office Name			KLN2_KALYAN 2 JOINT SUB REGISTRAR		Full Name		MS RADHIKA CONSTRUCTION COMPANY	
Location			THANE				THROUGH ITS PARTNER GIRISH S MARATHE	
Year			2023-2024 One Time		Flat/Block No.		OLD SURVEY 20 NEW SURVEY NO 65 HISSA	
Account Head Details			Amount In Rs.		Premises/Building		NO 5 A PART SHASHANK CHS LTD	
0030063301 Amount of Tax			30000.00		Road/Street		DEVI CHOWK SHASTRI NAGAR	
					Area/Locality		DOMBIVALI WEST	
					Town/City/District			
					PIN		4 2 1 2 0 2	
			Remarks (If Any)					
			PAN2=AAFAS2390K-SecondPartyName=SHASHANK COOPERATIVE					
			HOUSING SOCIETY LTD-CA=77362500-Marketval=77362500					
			Amount In		Thirty Thousand Rupees Only			
Total			30,000.00		Words			
Payment Details			INDIAN OVERSEAS BANK					
Cheque/DD Details			FOR USE IN RECEIVING BANK					
			Bank CIN		Ref. No.		02700452023041150368 202304110843123	
Cheque/DD No.			Bank Date		RBI Date		Not Verified with RBI	
Name of Bank			Bank-Branch					
Name of Branch			Scroll No. , Date		Not Verified with Scroll			

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered documents.
संदर्भ चालन केवल दस्तावेज निकायक कार्यालयों में ही दर्ज करवाया जा सकता है। अनधिकृत कार्यालयों में दस्तावेजों को दर्ज करने से चालन लागू नहीं होगा।

क.ल.न.२

१०/०४/२०२३

१ २

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1204202302470	Date 12/04/2023
Received from Shashank CHS LTD Through Mr Shreedhar Koparkar , Mobile number 9921888108, an amount of Rs.1960/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R.Kalyan 2 of the District Thane.	
Payment Details	
Bank Name IBKL	Date 12/04/2023
Bank CIN 10004152023011202295	REF No. 2828306152
This is computer generated receipt, hence no signature is required.	

Link



क.ल.न.२
तक. ००८०२०२३
२ ०२



Shoshant DA.

[illegible]

Department ID: 9019852073
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered documents.
सदर घालन केवळ दयाळ निबंधक कार्यालयात सोदणी करतक्याच्या दस्त्यासाठी लागू आहे. सोदणी न करताक्याच्या अज्ञातवादी घडणे घालन लागू नाही.

Signature Not
Verified

Digitized by DR
DIRECTORATE OF
ACCOUNTS AND
TREASURES, MUMBAI (02)
Date: 2023-04-10 15:27:25

Challan Defac

Sr. No.	Doc ID	Defacement No.	Defacement Date	User ID	Defacement Amount
1		0000176737202324	10/04/2023-15:27:22	IGR108	3888200.00
Total Defacement Amount					38,98,200.00

प्रमाणपत्र

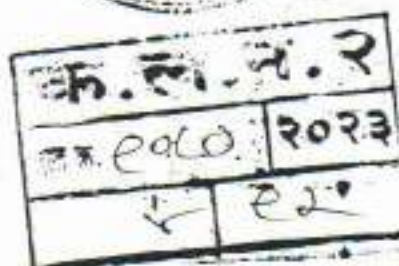
प्रमाणित करण्यात येते की, अभिनिर्णय प्र.क्र. १११/२०२३ वसिंता मे. राधिका कन्स्ट्रक्शन कंपनी यांनी मुद्रांक शुल्क रक्कम रु. ३८,९८,२००/- (अक्षरी रु. अडुतीस लाख अठ्ठ्याण्णव हजार दोनशे मात्र) GRAS प्रणाली अंतर्गत दिनांक २७/०३/२०२३ रोजी भरलेली असून, त्याचा GRN NO. MH017545821202223M असा आहे. सदरचा भरणा शासन जमा झाल्याबाबतची खात्री GRAS प्रणाली द्वारे करण्यात आली असून, चलन दि.१०/०४/२०२३ रोजी विरूपित (DEFACE) करण्यात आले आहे.

टिकाण :- दाणे

दिनांक :- / / २०२३



(नारायण राजपूत)
मुद्रांक जिल्हाधिकारी
ठाणे (शहर)



अभि.प्रपत्र क.३

सह जिल्हा निबंधक कार्यालयातील सहाय्यक नगर रचनाकार यांनी करावयाच्या मूल्यांकन अहवाल प्रपत्राचा नमुना

प्रकरण क. ADJ/१११/२०२३
दिनांक :- ०९/०३/२०२३

विषय :- मूल्यांकन अहवाल

मौजे-डोबिवली, ता. कल्याण जि. ठाणे येथील जुना स.नं. २० नविन स.नं. ६५ हि. नं. ५अ पार्ट क्षेत्र १३४७ चौ.मी.

- | | |
|--------------------------------------|--|
| १) लिहून देणार | :- शशांक को. ऑ. हौ. सो. लि. तर्फे अॅथोराईज्ड सिग्नेटरी श्री. परशुराम बेहरे व इतर १ (मालक/सोसायटी/प्रथम पक्षिय) |
| २) लिहून घेणार | :- मे. राधिका कन्स्ट्रक्शन कंपनी तर्फे पार्टनर श्री. गिरिष श्रीकृष्ण मराठे (विकासक/दुसरे पक्षिय) |
| ३) दुय्यम निबंधक कार्यक्षेत्राचे नाव | :- कल्याण-डोबिवली मनपा क्षेत्र |
| ४) दस्ताचा प्रकार | :- पुनर्विकास करारनामा |
| ५) दस्त निष्पादित आहे/नाही | :- अनिष्पादित |
| असल्यास निष्पादनाचा दिनांक | :- सन २०२२-२३ |
| ६) मिळकतीचा प्रकार | :- जमीन + इमारत (२४ सदनिका) |
| ७) दस्त मिळकतीचे वर्णन | :- मौजे-डोबिवली, ता. कल्याण जि. ठाणे येथील जुना स.नं. २० नविन स.नं. ६५ हि. नं. ५अ पार्ट क्षेत्र १३४७ चौ.मी. |

- ८) सन २०२२-२३ चे बाजारमुल्य दर - मुल्यदर विभाग ३/१९-२०ब, (पान क. ३०४)
खुली जमीन दर रु. २३४००/- प्रति चौ.मी. व बांधकाम दर रु. २६६२०/- प्रति चौ.मी.

सदर दस्तातील पुनर्विकास करणेकरीता असलेल्या १३४७ चौ.मी. क्षेत्रावर शशांक को. ऑ. हौ. सो. लि. ही इमारत आहे. सदर इमारतीमध्ये २४ सदनिकाधारक आहेत. सदर नमुद सभासदांचे सध्याचे अस्तित्वातील बांधकाम क्षेत्र १३४१२ चौ.फुट कारपेट इतका आहे. सदर पुनर्विकास करारामधील अटी व शर्ती खालीलप्रमाणे आहेत.

- १) विकासक हे सोसायटीतील सभासदांना पुनर्विकास क्षेत्रातील असलेले कारपेट बांधकाम क्षेत्रपेक्षा ३० टक्के जास्तीचे बांधकाम क्षेत्र देणार आहेत. (पान क. ११ परिच्छेद क. ७) जास्तीचे बांधकाम क्षेत्र ४०२३.६० चौ.फुट, कारपेट क्षेत्र देणार आहेत. एकूण बांधकाम क्षेत्र १७४३५.६० चौ.फुट कारपेट इतके देणार आहेत. (अनिवार-बी नुसार).
- २) विकासक हे सोसायटीतील सभासदांना ओपन कार पार्किंग देणार आहेत. (पान क. १२ परिच्छेद क. १०)
- ३) विकासक हे सोसायटीतील सभासदांना रु. १०,००,०००/- कॉर्पस फंड देणार आहेत. (पान क. १३, परिच्छेद क. ११)

क. ले. नं. २	
Page 1 of 4	१०/०३/२०२३
३	२

४) विकासक हे सोसायटीस रु. १०,००,०००/- परतावा अनामत रक्कम देणार आहेत. (पान क. १४, परिच्छेद क. १२).

५) विकासक हे सोसायटीतील सभासदांना भाडे देणार आहेत. १आर के. सदनिकांना रु. ८,०००/- प्रति महिना, १ बीएचके सदनिकांना रु. १०,०००/- प्रति महिना व २ बीएचके सदनिकांसाठी रु. १३,०००/- प्रति महिना भाडे देणार आहेत. सदर भाड्यात प्रत्येक वर्षी १० टक्के वाढ देण्यात येणार आहे. (पान क. १४ परिच्छेद क. १३) .

६) विकासक हे सोसायटीतील सभासदांना रु. १२,०००/- प्रमाणे शिफ्टिंग चार्जेस देणार आहेत. (पान क. १६ परिच्छेद क. १५).

७) विकासक हे सोसायटीस सोसायटी ऑफिस बांधून देणार आहे. (अनिक्चर-डी)

८) विकासक हे सोसायटीस बँक गॅरंटी रु. १,००,००,०००/- देणार आहेत. (अनिक्चर-सी)

९) बांधकाम पूर्ण करणेचा कालावधी ३० महिने इतका नमुद आहे. (पान क. १९ परिच्छेद १९).

१०) सदरचे बांधकाम हे रंग अंतर्गत होणार आहे. (पान क. २९ परिच्छेद क. ४७)

११) सदरील जागेस उत्तरेस १२ मी. रुंदीचा व दक्षिणेस १५ मी. रुंदीचा रस्ता असल्याचे चतुर्सिमांमध्ये नमुद आहे.

१२) सदर जागेस दक्षिणेस १२.०० मी. रुंदीचा रस्ता असल्याचे चतुर्सिमांमध्ये नमुद आहे.

१३) वास्तुविशारद श्री. अंकुर अ. शेटे, स्पेस एन्वायरो, रजि. नं. सीए/२०००/२६७०९, डोंबिवली पूर्व यांचेकडील दि. ०६/१०/२०२२ रोजीच्या दाखल्यामध्ये सदर जागेस १५ मी. रुंदीचा रस्ता असल्याचे नमुद आहे. जागेचे क्षेत्र १३४७ चौ.मी. इतके आहे. रस्त्याप्रमाणे १.१० बेसिक एफएसआयनुसार १४८१.७० चौ.मी., ०.५० प्रिमियम एफएसआयनुसार ६७३.५० चौ.मी., (एकूण प्रिमियम एफएसआय ६७३.५० चौ.मी. - ४०४.१० चौ.मी. इन्सेन्टीव एफएसआय = २६९.४० चौ.मी. प्रिमियम एफएसआय शिल्लक राहत आहे) ०.९० टिडीआनुसार १२१२.३० चौ.मी. असे एकूण एफएसआय ३३६७.५० चौ.मी. इतके होत आहे. सदर एफएसआयवर ६० टक्के ऑन्सल्टरी एफएसआय २०२०.५० चौ.मी. इतका असून एकूण अनुज्ञेय एफएसआय ५३८८ चौ.मी. इतके हाईल.

सबब मुल्यांकन खालीलप्रमाणे परिगणित होत आहे.

(अ) सोसायटीस मिळणा-या मोबदल्याचे मूल्य :-

सभासदांच्या बांधकामाचे मूल्य


$$= १०.७६ \times २६६२० \times १.०५$$
$$= २८६,२१,५००$$
$$= २८६,२१,५०० / १०० = २,८६,२१.५०$$
$$= २,८६,२१.५० \times ०.३०$$
$$= रु. ८५,८६,३५०/-$$

(१)

(२)

क्र. १३.२
दि. ०८/१०/२०२३
६/१२

सोसायटी ऑफिसचे मुल्य

$$\begin{aligned} &= (20 \times 1.10) \times 26620 \times 1.04 \\ &= 22 \times 26620 \times 1.04 \\ &= \text{रु. } 6,14,000/- \text{ — (3)} \end{aligned}$$

विकसन शुल्क :-

$$\begin{aligned} &= (1362.84 + 22) \times 23800 \times 2.5\% \times 1.10 \\ &= \text{रु. } 11,61,400/- \text{ — (4)} \end{aligned}$$

$$\text{कार्पस फंड} = \text{रु. } 24,00,000/- \text{ — (5)}$$

भाड्याचे मुल्य (30 महिन्यांसाठी)

$$\begin{aligned} &= 130000 \times 24 \times 12 = \text{रु. } 37,44,000/- \\ &= 37,44,000 \times 1.10 = \text{रु. } 41,18,400/- \\ &= (41,18,400 \times 1.10) / 12 \times 6 = \text{रु. } 22,64,820/- \\ &\text{रु. } 1,01,29,420/- \text{ — (6)} \end{aligned}$$

शिफ्टिंग चार्जेस :-

$$\begin{aligned} &= 120000 \times 24 \\ &= \text{रु. } 2,88,000/- \text{ — (7)} \end{aligned}$$

ब्रोकरेज :-

$$\begin{aligned} &= 130000 \times 24 \times 1 \\ &= \text{रु. } 3,12,000/- \text{ — (8)} \end{aligned}$$

ओपन पार्किंगचे मुल्य

$$\begin{aligned} &= 24 \times 13.74 \times 23800 \times 80\% \\ &= \text{रु. } 30,69,000/- \text{ — (9)} \end{aligned}$$

डिपॉझिटवरील व्याज

$$\begin{aligned} &= 10,00,000 \times 6\% \times 30/12 \\ &= \text{रु. } 1,50,000/- \text{ — (10)} \end{aligned}$$

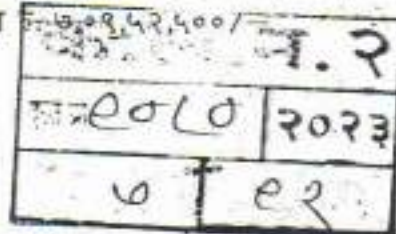
$$\text{बँक गॅरंटी} = \text{रु. } 1,00,00,000/- \text{ — (11)}$$

$$\begin{aligned} \text{एकूण (१ ते ११)} &= 4,92,21,400 + 26,67,400 + 6,14,000 + 11,61,400 + \\ &24,00,000 + 1,01,29,420 + 2,88,000 + 3,12,000 + \\ &30,69,000 + 1,50,000 + \text{बँक गॅरंटी रु. } 1,00,00,000/- \\ &= \text{रु. } 9,09,42,020/- \text{ समजा } 9,09,42,020/- \end{aligned}$$



(ब) विकसनकर्त्याला मिळणा-या मोबदल्याचे मुल्य :-

$$\begin{aligned} &= (4366 - 1362.84) \times 23800 \times 1.10 \\ &= 3504.14 \times 23800 \times 1.10 \end{aligned}$$



= रु. ९,२८,०७,०००/-

वजाती :-

१) प्रिमियम एफएसआय क्षेत्र २६९.४० चौ.मी.

= २६९.४० X २३४०० X ०.३५

= रु. २२,०६,३८६/-

२) टिडीआर क्षेत्र १२१२.३० चौ.मी.

= १२१२.३० X २३४०० X ०.३०

= रु. ८५,१०,३४६/-

३) अँन्सल्लरी एफएसआय क्षेत्र २०२०.५० चौ.मी.

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= रु. ४७,२७,९७०/-

एकूण (१ ते ३) = २२,०६,३८६ + ८५,१०,३४६ + ४७,२७,९७०

= रु. १,५४,४४,७०२/-

सदरची वजाती ही विकासक यांना मिळणा-या हिश्यातून वजा करणे आवश्यक राहिल.

= ९,२८,०७,००० - १,५४,४४,७०२

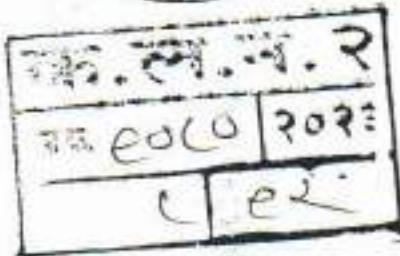
= रु. ७,७३,६२,२९८/- समला रु. ७,७३,६२,५००/-

म्हणून उपरोक्त अ व व पैकी जास्तीचे मुल्य बाजारमुल्य = रु. ७,७३,६२,५००/- इतके विचारत घेणे आवश्यक राहिल.

ठाणे

दिनांक :- ११/०३/२०२३

सहायक प्रमररचनाकार/रचना सहायक





Office of the Collector of Stamp, Thane City
Certificate Under Sec.32 of Maharashtra Stamp Act, 1958



Received Adjudication Fee RS.
100/- vide e-Challan GRN No.
MH011016193202223E Dated
22-11-2022.

Collector of Stamps
Thane City

हे प्रमाणपत्र महाराष्ट्र मुद्रांक अधिनियम
अन्वये निर्गमित केलेले आहे. परंतु स्वतः दस्त
नोंदणीसाठी नोंदणी अधिकाऱ्यासमोर दाखल
इत्यान्यतः, नोंदणी अधिनियम, १९०८, च्या
तत्सुदीनुसार नोंदणी अधिनियम दस्त
नोंदणीची कार्यवाही करतील.

मुद्रांक निहायिकारी
Thane City



Case No. Adj/IGR108/111/2023

Certificate Number: CER-THA-ADJ-IGR108-111-2023

Market Value/Value (if any): Rs. 77362500

Received from MS RADHIKA CONSTRUCTION
COMPANY Residing at RP26 DOMBIVALI EAST
MIDC DOMBIVALI NAER GANAPATI VISARJAN
TALAO 421201. Stamp duty of Rs. 3898200/- (Rs.
Thirty Eight Lakh Ninety Eight Thousand Two
Hundred only). Vide e-Challan GRN No
MH017545821202223M Dated :- 27-3-2023 The
defacement number is 0000176737202324.

Certified Under Section 32 of the Maharashtra Stamp
Act, that the full duty of Rs. 3898200/- (Rs. Thirty
Eight Lakh Ninety Eight Thousand Two Hundred
only) with which this instrument is chargeable
under Article 124 of the Constitution of India and
Schedule T of the said Act, has been paid.

This Certificate is subject to the provisions of section
53(A) of the said Act.

Place: Thane City

Date: 10/4/23

जा.क. 4838
दि. 10/04/2023

Collector of Stamps
Thane City

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RE-DEVELOPMENT AGREEMENT

THIS RE-DEVELOPMENT AGREEMENT made at and entered into at **DOMBIVALI, TAL. KALYAN, DIST. THANE** on this day 12th of April 2023

BETWEEN,

SHASHANK CO-OP HSG SOCIETY LTD., a Society registered under the provisions of Maharashtra Co-operative Society Act 1960, bearing registration no. TNA/HSG/919/YEAR 1976 DT. 18/08/1976 through its Authorised Signatory 1) parshuram G. Gehere, Adult, Occupation - Retired & 2) Shreedhar K. Parkkar, Adult, Occupation - Service (authorized vide resolution dated 02/10/2022 and same is annexed herewith as **Annexure A**) having address at Shastri Nagar, Dombivali (West), District - Thane (hereinafter referred to as **"THE OWNER/SOCIETY"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its heirs, legal representatives, successors, administrators, legal representatives and permanent assigns) "the Party of the First Part";



X P. Gehere

X Shreedhar

Witness

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AND

M/S. RADHIKA CONSTRUCTION COMPANY partnership firm through its partner **SHRI. GIRISH SHRIKRISHNA MARATHE**, aged 36 yrs., having office at, RP-26, Near Ganpati Visarjan Talao, MIDC, Dombivali (East), District Thane 421203 hereinafter referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, legal representatives and other partners) "the Party of the Second Part";

WHEREAS:-

- i The Owner/Society is owner and well and sufficiently entitled to all that piece and parcel of Non Agricultural land or ground, admeasuring 1601 sq. yards. or thereabouts equivalents to 1334 Sq. mtrs. (as per conveyance deed), 1347 sq. meter as per 7/12 extract or thereabout bearing Old Survey No. 20, New Survey No. 65, Hissa No. 5 a part of Mouje Navi Dombivali and situate lying and being at Dombivali (West) within the limits of Dombivali Municipal Council Taluka and Sub -Registration District Kalyan, District and registration District Thane Sub-District Dombivli, hereinafter referred to



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as the '**SAID PROPERTY**' which is more particularly described in the SCHEDULE: I hereunder written.

- i. The Owner/Society is a Society registered and formed under the provisions of Maharashtra Co-operative Society Act, 1960 registered vide no. TNA/HSG/919 OF 1976 dated 18/08/1976. The Owner/Society comprises of 24 members occupying 24 Flats. The List of such 24 members of Owner/Society is annexed herewith and marked as "**ANNEXURE B**"; Save and except these 24 members there are no other members in the Owner/Society; At present totally 24 members of the Owner/Society are in the possession and occupation of the respective tenement hereof;
- ii. The said building of the society during the passage of time has outlived its utility and hence Owner/Society decided to undertake redevelopment work of the Society by demolishing the said building structure and to reconstruct a new building thereon as per prevailing Development Control Rules and regulations as applicable.
- iv. With a view to carry out re-development of the said Property, The Owner/Society had called Special



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General Body Meetings from time to time. The Owner/Society and the Members not being personally able to put up additional funds for construction, the Members present in the Special General Body Meeting of the Society held on 09/02/2020 unanimously passed a resolution in respect to re-development of the said property by appointing Developer.

- v. The Owner/Society then invited proposals from reputed and experienced Developers through contacts of the Members, out of the proposals received by The Owner/Society, the Special General Body Meeting dated 14/09/2020 short-listed proposal received from 5 developers and out of 5 Developers, the Owner/Society has finalized the proposal received from Radhika Construction Company, who showed their willingness to re-develop the said Property, more particularly described in the Schedule Thereunder by demolishing the existing building in accordance with the plan to be approved/sanctioned by the K.D.M.C. as per rules of development control regulation in the name of Developer, at the cost of the Developer.

AND WHEREAS the Owner/Society in its Special General Body Meeting held on 27/09/2020 decided



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to appoint M/s Radhika Construction Company after negotiations and discussion with Developer for re-developing the property of the Owner/Society and passed a resolution to that effect with majority and also approved the proposal submitted by the Developer herein and after verifying Developer, its assurances and representations as specified herein after, in the Special General Body Meeting held on 27/09/2020, in the presence of the representatives of Hon. Deputy Registrar of Co-operative societies, Dombivli, then with majority approved and appointed Developer as Developer/Builder for redevelopment of the said property. Therefore, the Developer has agreed to enter into the redevelopment agreement with the Owner/Society.

- vii. AND WHEREAS the members of the Owner/Society considered the terms and conditions and the consideration specified hereinafter and have approved and accepted the offer of the Developer in its Special General Body Meeting held on 26/01/2022 and the members of the Owner/Society in its Special Body Meeting held on 02/10/2022 have further authorized and empowered, Hon. Secretary Mr. P. C. Behere and two committee members of the Redevelopment Committee viz. Mr. Shridhar Boparkar and Shri.

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Shridhar Boparkar

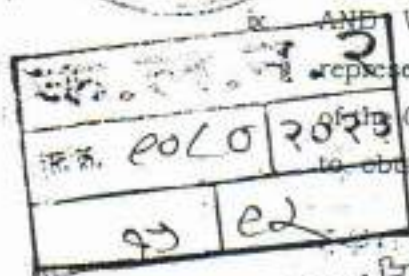
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Rajesh Mankame of the Owner/Society to execute this Re-development Agreement for and on behalf of the Owner/Society and also to execute the Power of Attorney to be given to Radhika Construction Company, i.e. Developer for re-development of the said property of the Owner/Society. The revised final offer given by the Developer is annexed hereto to this Agreement as **Annexure 'C'**.

vii. AND WHEREAS the Developer is a partnership firm carrying on its business in the name and style of M/s. Radhika Construction Company consisting of three partners viz. 1) Shri Shrikrishna R Marathe 2) Shri Girish S Marathe and 3) Mrs. Radhika Shrikrishna Marathe, out of the three partners the two partners have authorized Shri. Girish Shrikrishna Marathe to enter into this present Redevelopment Agreement vide authority letter dated 14/09/2022 which has been annexed hereto to this Agreement as **ANNEXURE 'C1'**. The terms and conditions of this re-development agreement are binding on all the partners of M/s. Radhika Construction Company.



AND WHEREAS the Developer has specifically represented that given the facts and circumstances of the Owner/Society, the Developer is in a position to obtain the necessary permission from all the

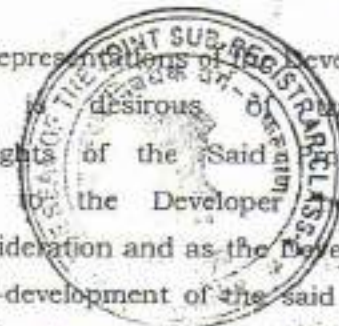
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concerned authorities, including the Kalyan Dombivli Municipal Corporation and is also in a position to complete the re-development project, within the specified period mentioned herein under this Agreement by obtaining the additional permissible FSI / TDR/ green FSI from the open market on the terms and conditions more specifically set out hereunder.

- x. The Owner/Society has declared herewith that there is no suit/appeal or any other court case pending with respect to title of the society or transferring development rights in the said property.
- xi. THEREFORE, the parties hereto are desirous of recording the terms and conditions agreed by and between the Owner/Society and the Developer in connection with the said re-development of said property in the manner hereinafter appearing.
- xii. Relying on the representations of the Developer, the Owner/Society is desirous of transferring development rights of the Said Property for redevelopment, to the Developer herein for reasonable consideration and as the Developer was interested in re-development of the said property, therefore the Developer and the Owner/Society approached each other herein and the Developer



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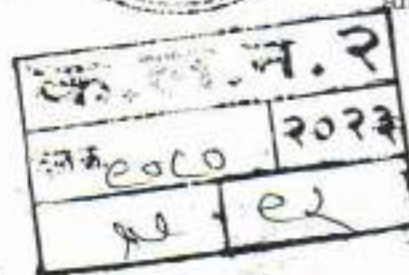
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provided a proposal of redeveloping the said property to the Owner/Society.

And whereas the Parties are now desirous of recording the terms and conditions mutually agreed to by and between the Parties hereto for redevelopment of the Said Property as mentioned hereunder

**NOW THIS REDEVELOPMENT AGREEMENT WITNESSETH
AND THE PARTIES HERETO HEREBY AGREE AND
UNDERTAKE AS FOLLOWS:**

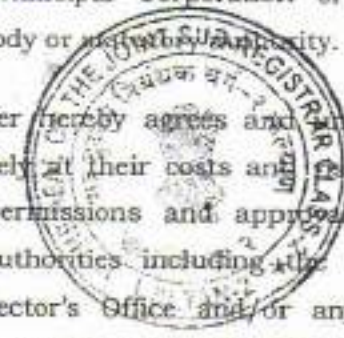
- 1) It is now mutually agreed and confirmed by the Owner/Society and Developer that the aforesaid recitals shall form integral part of agreement for redevelopment of the Said Property as contemplated under prevailing laws and regulations.
- 2) That the Owner/Society hereby, by virtue of these presents, grants the right of redevelopment of the said property and the Developer hereby agrees to acquire the redevelopment rights with respect to the said property comprising of the said plot of land i.e. all that piece and parcel of non-agricultural plot of land, bearing Survey No. 20, Hissa No. 5 i.e. totally admeasuring 1334 sq. mtrs., lying, being and situate at Village- Dombivli,



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- 3) The Developer hereby agreed to redevelop the property of the Owner/Society on the terms and conditions mentioned herein and as permitted by the Concerned authority for constructing the building thereon thus the Developer agrees and undertakes to carry out construction of the New building on the said property of the Owner/Society by demolishing the old building thereon consisting of 24 self-contained residential flats in accordance with the plan to be sanctioned by Kaiyan Dombivali municipal Corporation or any other Governing Body or authority.
- 4) The Developer hereby agrees and undertakes to obtain, entirely at their costs and seeks all such sanctions, permissions and approvals from all concerned authorities including the KDMC, the District Collector's Office and/or any statutory authority for carrying out the Redevelopment of the



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said property and to comply with all the stipulations of the said Authority and all other concerned Authorities.

- 5) The Owner/Society has provided inspection of documents to the said DEVELOPER and the said Developer has assured themselves about the clear right, title and interest in the said property of the Owner/Society and has agreed to redevelop the said property. The Owner/Society declares that there is no dispute in respect of the right, title and interest of the said Property till date. The owner/society has agreed that, in case any claim towards title of the property raised at any point in time, in that case, the owner/society shall resolve dispute by their own costs.
- 6) The detailed offer of the redevelopment scheme of the property of the Owner/Society, given by the Developer, which is agreed and accepted by the Owner/Society by passing resolution in its meetings. The Developer shall redevelop the said property by demolishing the existing old structure/building thereon by using and consuming maximum permissible FSI such as additional FSI by way of additional Transferable Development Rights (TDR), premium FSI or any additional FSI sanctioned by KDMC or any other



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governing body for redevelopment scheme and for the benefits of the Owner/Society.

- 7) In the premises aforesaid, as consideration therefore in lieu of the grant of development rights in the said property, the Developer agrees to assign/allot each member of the Owner/Society, a self-content new residential flat, equivalent to the existing carpet area of each member of the Owner/Society plus 30% extra Carpet area (including Terraces and Balcony in newly constructed building) of the existing carpet area of the respective flat of each member of the Owner/Society and the members of Owner/Society has agreed not to claim anything over and above said 30% extra Carpet area in newly constructed building towards consideration of this Redevelopment agreement/ for transferring development rights of the building of the Owner/Society. The details of the same such as name of the member, existing carpet area and the carpet area to be allotted to each member is annexed herewith in the tabular form as per the Annexure 'B' annexed hereto and the amenities to be provided by the Developer is annexed herewith as Annexure 'D' and Annexure 'D1'.



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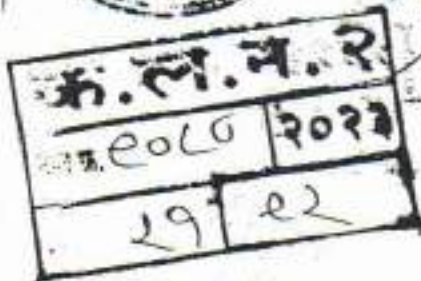
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- 8) The Developer shall prepare the Plan of New flats accordingly and try not to exceed 30 % extra assured carpet area at the same time for any area whatsoever if the area is decreased, the Developer shall be liable to compensate particular/ concerned member at the rate of Rs.12000/- per sq. feet (carpet) for decreased area, and if the area increased or exceeds 30% of assured extra carpet area then, concerned member of the society shall pay to the Developer with the rate of Rs.12000/- per sq. Carpet feet for such excess area. The Developer in such event shall inform in writing to such member about the increased or decreased in area on/before at the time of allotment of the new flat. The area of the new flat to be allotted to the members of the society shall not exceed or decrees more than 3%.

- 9) It is agreed between the parties that in case, any member of the society desirous to have/purchase additional area, over and above said agreed 30% area, then the concerned member is at liberty to do so by paying as per market rate for such additional area to the Developer.

It is agreed that, the Developer shall have the right to sell the covered parking to any member or new



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occupants in the new multistoried building for the price Developer thinks fit. The open car parking facility would be provided to existing members free of cost. However, developer shall be free to deal with covered parking with existing or new occupants of the society for consideration, if any of the existing members desirous to have covered car parking in the new multistoried building then the cost for the same shall not exceed Rs. 3,00,000/- per covered parking slot. The Open car parking space would be belonging to the society for all its members.

- 11) The Developer has agreed to pay in addition to the consideration as mentioned in the clause 7) hereinabove, Rs.25,00,000/- (Rs. Twenty-Five Lakhs Only) towards corpus fund to be paid to the Owner/Society collectively and shall be paid in following manner

- Rs. 10,00,000/- (Rs. Ten Lakhs Only) - At the time of  of present agreement  power of attorney.
- Rs. 10,00,000/- (Rs. Ten Lakhs Only) - After 6 months  the date of commencement of actual constructions.

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- The balance Rs. 5,00,000/- (Rs. Five Lakhs Only) - After 9 months from the date of commencement of actual constructions.

The said amount of corpus fund shall be distributed equally among all the 24 members by the Owner/Society Part for their benefits as approved by all members in Special General Body Meeting dated 02/10/2022. The Developer shall have no concern with the said distribution of amount of Corpus Fund to the members of the Owner/Society.

- 12) The Developer has also agreed to deposit Rs. 10,00,000/- (Rs. Ten Lakhs Only) with Owner/Society towards refundable Deposit without interest at the time of starting of actual construction work, which shall be refunded by the Owner/Society within 15 days from the date of receipt of Occupation Certificate.



- 13) It is hereby further agreed by and between the parties that the DEVELOPER would provide rent for alternate accommodation to all 24 (Twenty four) members of the Owner/Society after handing over peaceful and vacate possession of the presently

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standing structure of Shashank society by all its 24 members to the Developer and after obtaining commencement certificate from competent authority, initially for 30 (Thirty) months and/or up to the period of completion of the development of the said Property and/or handing over peaceful, legal, physical possession of the new flats to 24 (Twenty four) members of the Owner/Society whichever is later. It is agreed, that, members in existing building structure of the Owners/Society shall be paid monthly rent by the Developer in following manner: -

(The initial rates are as follows):

- a) Member having 1 RK Flat in old structure would be paid rent of Rs.8000/- (Rupees Eight Thousand Only) per month.
- b) Member having 1BHK flat in old structure would be paid rent of Rs.10000/- (Rupees Ten Thousand Only) per month
- c) Member having 2 BHK flat old structure they would be paid rent of Rs.13000/- (Rupees Thirteen Thousand Only) per month.

Towards alternate accommodation during the period of reconstruction. It is agreed by and

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between the parties that there shall be 10% rise in Rent amount for every year from the date of 1st rent paid as per present norms during the period of Reconstruction of the Owner/Society and till final handing over of possession of the newly constructed flats to the existing members. The cheques for 12 months towards monthly rent shall be handed over upfront/in advance by the Developer to all 24 members of the owner society.

- 14) It is understood by both parties that, in case despite of intimation with respect to handing over possession of the flat in the newly constructed building if any of the existing member of owner society fails to take possession within 15 days from the date on which Developer has asked the concerned member to take possession of new flat, then the Developer shall not be liable for paying any rent towards alternate accommodation from such date of giving possession of flat in newly constructed building.

The Developer would also provide Rs.12000/- to each member as to and fro shifting charges at the time of handing over of possession of the existing flats.



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- 16) It shall be the responsibility of the DEVELOPER to obtain all mandatory permissions from government, semi- government and/ or local bodies required for the re-development of the said Property and entire redevelopment expenses shall be borne by the Developer and carry out the redevelopment at their own costs.
- 17) The DEVELOPER has agreed to bear the expenses for making plans of redevelopment and also shall be responsible for carrying out procedure and expenses towards obtaining sanctions of redevelopment plan/s from concerned authority/Local body. The DEVELOPER had also agreed to construct the New Building strictly in accordance with the plans so approved by the concerned authorities/Local bodies and any change in the plan shall be strictly made with required permissions from concerned authorities/Local bodies and laws and provisions of RERA.
- 18) The detailed offer of the redevelopment scheme of the said property of the Owner/Society given by the Developer, which is agreed and accepted by the



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Owner/Society. The Developer shall redevelop the said property by demolishing the existing old building structure standing on the said Property, by using and consuming maximum permissible F.S.I., such as additional F.S.I. by way of additional Transferable Development Rights (T.D.R.), green Building F.S.I., premium FSI or any additional/incremental F.S.I. sanctioned by Kalyan-Dombivli Municipal Corporation or any other governing body, entirely at the cost of Developer, for re-development scheme and for the benefits of the Owner/Society. The Owner/Society doth hereby agree to allow the Developer to obtain by their own cost premium FSI or TDR as per prevailing Development Control rules and regulations and such TDR and/or premium FSI shall exclusively belongs to the developer and owner society shall not at any point of time would claim anything as consideration or otherwise out of the said premium FSI, TDR or any extra FSI if granted as per government norms in future except the consideration mentioned hereinabove in clause nos. 7) and 11). It is understood by both the parties here that, until obtaining completion certificate and occupation certificate for entire redevelopment project FSI in all forms shall belongs to the Developer and Owner/Society would



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not claim anything out of any such increased area if any except consideration mentioned in clause 7) and 11) of this agreement. The Developer has agreed that, after obtaining completion certificate and occupation certificate for entire project /redevelopment scheme from competent authority, if any FSI, in any form if unused while implementing this redevelopment scheme by Developer or any FSI granted in future due to any change in law then such unused FSI or FSI granted in future would belong to society and the Developer or his agent would not claim on the same.

- 19) The DEVELOPER would complete the construction work within anticipated period of 30 (Thirty) months from the date of sanctioned plan for the building to be erected on the said Property. The Developer shall be entitled to reasonable extension of time on account of war, civil commotion or act of God, Pandemic or any notified order or notification of Government and/or public or competent authority, any acute scarcity of building material which may be hurdle for redevelopment.
- 20) The owner/Society specifically undertakes to cooperate with the Developer and that all the



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members of the owner/society after registration of this presents and within 30 days from the receipt of the approved plan from KDMC by the Developer, shall vacate and handover the possession of their respective old flats to the Developer and shift to alternate accommodation and the Developer undertakes to start the payment of Rent for alternate accommodation and shifting charges to the members of the owner/society immediately after receiving possession of the old flats from all the members of the owner/Society.

- 21) The Developer has agreed that, it is the responsibility of DEVELOPER to arrange for adequate insurance coverage for his labors during the entire period of construction.
- 22) The DEVELOPER is at liberty to appoint architect, civil engineer, contractor, labor contractor of his choice to complete construction activity with quality. The DEVELOPER has agreed to carry out construction activity as per latest and standard engineering practices and all raw material shall be as per relevant Indian standard.

The Owner/Society doth hereby agree to pay or clear all the charges or arrears, if any, to be paid to municipal authority or M.S.E.D.C.L till the date of



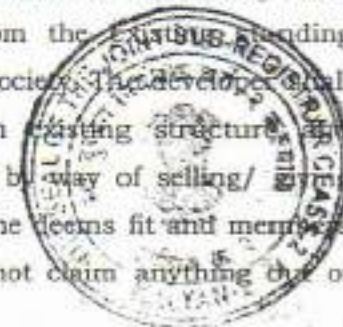
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handing over the peaceful possession of the old structure.

- 24) The DEVELOPER shall demolish the old structure and shall construct new building on the said property by obtaining fresh construction permission and building plan from the Kalyan Dombivali Municipal Corporation.
- 25) That the members of the owner/ society shall not remove any permanent structures of the building viz. sliding, doors, door frames etc. while vacating flats and handing over peaceful possession to the DEVELOPER.
- 26) The owner/society has agreed that, they shall handover peaceful possession of their flats and society upon obtaining commencement certificate within specified time hereinbefore and after handing over peaceful possession of the old structure of society, members of the society shall not claim anything from the existing structure of Shashank society. The developer shall have right to demolish existing structure and dispose of the material by way of selling/ giving away or in the manner he deems fit and members of owner society shall not claim anything out of



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such sale proceed and/or would not object to the mode of disposal of the debris.

27) The Owner/Society has declared that, they have not received any notice of acquisition or requisition or reservation in respect of the said property from the Government, council, corporation or from any local /Govt. authority. If any such notice is received by the Owners/Society after registration of this agreement then it shall be dealt by the owner/society and Developer in mutual understanding.

28) The members of the Owner/Society shall give all the necessary co-operation and assistance that may be required by the Developer and shall always co-operate and assist by way of signing the requisite papers/applications for modifying plans and specifications and in obtaining the controlled raw materials as may be required for the completion of the construction of the proposed building/s on the said Plot and to facilitate the development of the said property, however subject to the protection of the rights of the Owner/Society as guaranteed in this Agreement and further subject to prior approval of the same so far as it relates to the proposed flats to be allotted to the



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Owner/Society. In the event of any changes in the approved layout, the same shall be done as per the terms of RERA.

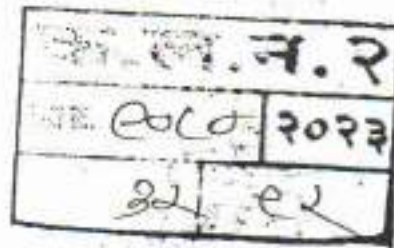
- 29) The Owners/Society has not mortgaged the said property or any part thereof or have not given surety against the said property and the title of the said property is absolutely without any encumbrance, defects, doubt and that it is marketable.
- 30) The Developers shall not be responsible for payment or refund of loan or advances if any raised by the Society or its member against their own flat in the existing structure of Shashank Society i.e., part of the First Part herein from any financial institution or from private party.
- 31) The Developer shall not mortgage the flats/area promised to be allotted in the newly constructed building to the existing mortgagee of the Owner/Society for raising funds for redevelopment purpose. The Developer shall be free to raise fund against other flats / apartments / shops (by mortgaging the same) in the newly constructed building for construction activity.



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- 32) The Developer shall be free to sale the premises either residential or commercial to any third party/ intended buyer/s except flats and area agreed to be handed over to the existing members of the society, the Owner/Society, the society has hereby agreed to admit each new purchaser as member of the society. The Developer has agreed and undertakes that, the Developer shall not sell or grant on lease the commercial premises to the Hospital, Bar, or liquor shop.
- 33) The Developer shall fix the cost of Flats / Shops etc. in the building to be constructed on the said property as per their wish and desire and the Owner/Society shall have no concern with the said matter.
- 34) The DEVELOPER shall have right to publish public notice in the newspaper for calling objection for the said transaction, if anybody has. After the publication of such notice, if any objection for said transaction is received, the same shall be cleared by the Owners/Society at their own cost.

The Owner/Society will also execute Irrevocable Power of Attorney in favor of the Developer or their Nominee to represent the Owner/Society before all



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the relevant authorities, Government departments, etc., and to obtain electricity, water supply, drainage connection and other necessary permission for the speedy completion of the construction of the building/s on the said Plot and all incidental matters arising therefrom.

- 36) The Owner/Society agrees that on the date of execution of this agreement, immediately the Owner/Society shall make available to the Developer, all original documents concerning the said property.
- 37) The Owner/Society herewith declare that the provisions of U.L.C Act are not applicable to the said property. The said property is within the ceiling limit having old structure thereon. But if it is found that said Act provisions are applicable, then the Developer shall obtain permission required under the provisions of U.L.C Act for transfer of the said property in favor of co-operative housing society or association of association to be formed in future. The Owner/Society shall extend cooperation to the Developer in this respect.

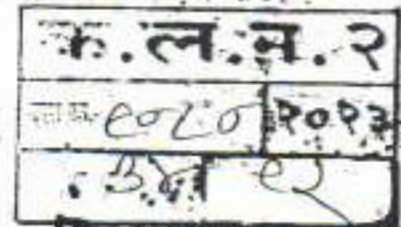
- 38) The Owner/Society herewith declares that the said property is under Non - Agricultural use and



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have already obtained N. A. permission from the concerned authorities and agreed to produce N.A. Order to the Developer on the execution of this agreement. The Owner/Society shall clear all the government dues, cess, taxes, N.A. charges, Municipal taxes, water and electricity charges in respect of the said property till the date of vacating the said structure in the said property by the Owner/Society. If any arrears are found in respect of the said charges, the said shall be borne and paid by the Owner/Society and the said charges shall be paid by the Developer after the demolition of the old structure. Even under the said circumstances, if it becomes necessary to obtain fresh N.A. Order, the same shall be obtained by the Developer at their own costs and the Owner/Society shall extend co-operation to the Developer for obtaining the same.

- 39) Both the parties hereby agree to execute such documents, writings, agreements etc. as may be required to enable the Developer to redevelop the said property, having regard to the provisions of all applicable laws for the time being in force and subject to the terms and conditions contained herein.



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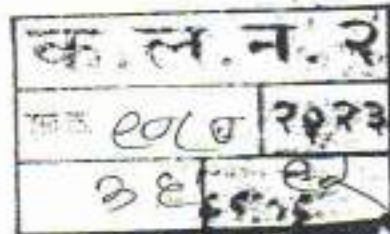
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- 40) The Owner/Society shall allow the Developer to commence the construction work of the building on the said property in accordance with the rules, regulations, laws and shall not obstruct the Developer in respect of development of the said property, unless otherwise to protect their interests under this Agreement or to prevent something illegally/unlawfully carried out by the Developer or is in breach of the terms and conditions contained herein.
- 41) The Developer shall have right to survey the said property from Deputy Director of Land Records / T.I.L.R. at their own cost and the Owner/Society shall extend co-operation to the Developer in this respect by giving them consent and signing the requisite forms and applications and by obtaining consent of adjoining property.
- 42) That after the execution of this agreement, if any litigation arises in respect of the said property which may be initiated by anyone other than the Owner/Society herein, then in that case, the Developer shall proceed, contest and defend the said litigation at its own costs.



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43) It is agreed by the Owner/Society that, Developer is empower to amalgamate adjoining plot of land with the plot of land owned by the Owner/Society and Developer shall construct the project by amalgamating with Saptshrung society. In the event of amalgamation of the said property with any adjacent plots, the developer agrees, confirms and declares that the area proposed to be allotted to the members of the Owner/Society, the construction completion timelines and such other terms and conditions as contained herein shall remain unaffected. In case any hindrance is caused by owner/society or member of adjoining plot to be amalgamated it will be resolved by the Developer at its own cost and delay caused if any will be compensated in form of monthly rent to all 24 members of the Owner/Society.

44) The Developer shall have a right to construct temporary hut on the said property during the period of construction for storage of building material and residence of the laborers and shall remove the same after construction of building.

The Stamp Duty and the Registration Fees and any other incidental charges for execution and registration of this Re-development Agreement



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shall be borne by the Developer. The Owner/Society or its members shall not be liable to incur any expenses.

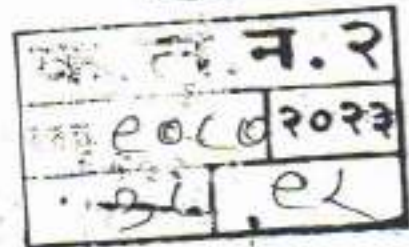
- 46) The Developer will maintain built-up components like Terrace Water proofing, Lift etc. for Five years after successful handing over site to Society i.e., after completion of Five monsoons from fully handing over the new premises to Owner /Society.
- 47) The Developer shall register the said project with Maha RERA and would follow the provisions of The Real Estate (Regulation and Development) Act, 2016 and would provide the copy of certificate of registration with Maha RERA to the Owner/Society within three months from the date of receipt of the approved plan from KDMC.
- 48) The Developer shall execute and register individual agreements with the 24 members of the Owner/Society within 60 days after receipt of commencement certificate and sanction plan from KDMC. The Owner/Society has agreed that the existing members shall bear requisite stamp duty and registration charges for the same.



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49) The Developer is alone redeveloping the said project and the Developer shall be solely responsible for the redevelopment procedure and the cost and consequences arising therefrom and the Owner/Society shall not be deemed to be considered as co-promoter and shall not be responsible for any consequences arising from the redevelopment of the property and sale of the flats to third parties by the Developer.

50) The Developer undertakes that after taking possession of the said property till handing over of possession of new flats to the members of the Owner/Society, the Developer shall timely pay all the dues such as property tax, electricity, GST, Water Charges or any other dues charged by the concerned authorities with respect to the said property. Even after handing over of possession of new flats to the existing 24 members of the Owner/Society, the Developer shall be liable to continue to pay taxes, maintenance and other consequential amounts with respect to the new unsold flats/units, till such flats/units are sold.



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own cost till the period of 5 years from the date of obtaining Completion Certificate. The Developer shall not be liable to any damage caused due to the act of the members of the Party of first part /Society or the new purchasers.

- 52] The Developer agrees and undertakes for construction of the new building and further agrees to fulfil and comply with the following terms and conditions:

A] The Developer shall be liable and responsible to bear and pay water charges, electricity charges and other incidental charges from the date of receiving vacant and peaceful possession of the last of the 24 flats till the date of handing over, peaceful, possession of newly constructed flats.

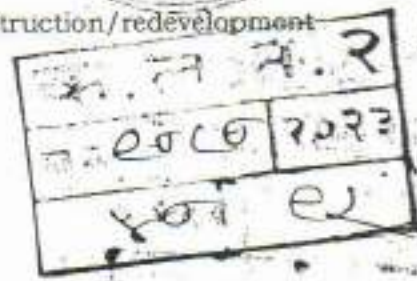
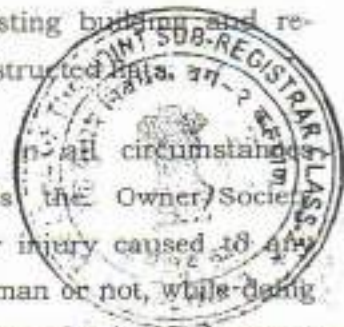
B] The Developer shall bear all the charges payable to M.S.E.D.L for disconnection of electricity from the existing building and re-connection to newly constructed flats.

C] The Developer hereby in all circumstances whatsoever, indemnifies the Owner/Society from all claims for any injury caused to any person, whether a workman or not, while doing any of the work of construction/redevelopment

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on the said property or otherwise. The Owner/Society shall not be liable for injury of any nature caused to any person whether a workman or not, while carrying out the redevelopment of the said property or otherwise. The insurance, if any, which may be required to be provided shall be the responsibility of the Developer alone. The Developer indemnifies the Owner/Society against any claim, demand or site of any person claiming through the Party of second part /Developer either during the course of redevelopment work/or even thereafter and in such an event the Owner/Society and the members shall not suffer any losses and/or incur any expenses and/or sustain any damages/prejudices.

D) The Developer hereby indemnifies the Society against any Costs, expenses, incurred/suffered by the Owner/Society on account of any default, negligence, breach, non-compliance of any statutory obligations, orders, or any judicial/ quasi-judicial authority by the Developer during construction.



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53) The Owner/Society hereby declares, represents and confirms that-

- i. The Hon. Secretary and two Committee members of the Redevelopment Committee are authorized and empowered by the Special General Body dated 02/10/2022 of the Owner/Society to enter into this Agreement with the Developer on behalf of the Owner/Society and its members and they have full authority to sign and execute the same.
- ii. The said land and the building are not subject to any mortgage, charges, lien or other encumbrance whatsoever and that the Society's title thereto is clear and marketable. All the 24 members share certificates in original shall be deposited with the society by all the members and the society i.e. The Owner/Society shall certify to the Developers about all original share certificates with the members. If any member has availed loan from any bank or financial institution, the said member and his legal heirs shall be solely liable and responsible to clear the



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same and the Owner/Society or Developer shall not be liable with respect to such loan or of non-submission of the document or NOC by any particular member.

- iii. All the rents, rates, taxes, assessments and other charges and outgoings payable in respect of the said Property have been paid and discharged up to date, and there is no demand notice received by or pending against it from any government, semi-government, local or public body or authority in respect thereof. The Owner/Society shall hand over to the Developers the latest bill and receipt of payment of municipal tax, water bill, electricity bill to the concerned authorities up to the date of handing over the possession of the old flats to the Developers.

54) The parties hereto hereby acknowledge, declare and confirm that this Agreement represents the entire agreement and contract between both the parties regarding the redevelopment of said property and that this Agreement supersedes all other documents and writings executed and/or



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exchanged between the parties prior to the date hereof regarding the subject matter thereof. Any alterations, amendments, modifications, additions, and/or deletions to/of any of the terms, conditions and/or provisions herein contained shall be valid and be legally enforceable against the parties' hereto only, if the same are recorded in writing and signed and registered by the parties hereto.

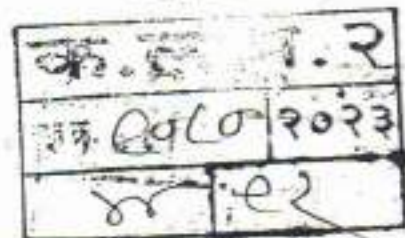
- 55) All notices to be served by either of the parties hereto on the other party hereto shall be deemed to have been duly and effectively served only if the same are dispatched by any mode of recorded delivery to their respective registered office addresses mentioned hereinabove, and in case of any change in its/their addresses, such changed addresses shall be intimated in writing by the party concerned.
- 56) The Parties herein both agree that the terms and conditions of this Redevelopment Agreement are Confidential, and they shall keep such terms confidential and not disclose the Redevelopment Agreement, except as otherwise to their respective Advocates or the Court of law as and when required.



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57) **Dispute Resolution** - All disputes and differences which may arise between the parties hereto from or out of or in any manner whatsoever relating or incidental to these presents shall be try and resolve by the parties herein and the dispute could not be resolved then the same be submitted to jurisdiction of Civil Court Kalyan.

58) **Miscellaneous**

(a) **Severability:** In the event, any provision of this Agreement is deemed to be invalid or unenforceable, in whole or part, that part shall be severed from the remainder of this Agreement, and all other provisions shall remain in full force and effect as valid and enforceable.

(b) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Land without regard to conflict of law principles.

59) **Failure to enforce compliance with any term or condition of this agreement shall not constitute a waiver of such term or condition of this agreement or the right to subsequently enforce such term or condition in future.**



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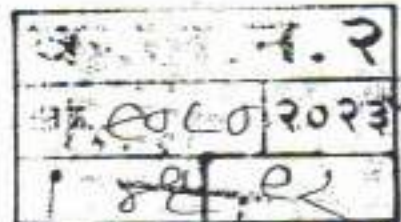
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- 60) All the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions provided for herein, as may be reasonably required in order to effectuate the provisions of this Redevelopment Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 61) This Agreement and irrevocable power of attorney/ies shall be binding on party of the first part, all their members and their respective heirs, executors, administrators, legal representative or assigns. This agreement is also binding on the party of the second part and their assigners.
- 62) This agreement is executed by all the parties at Dombivli on this 12th day of April, 2023

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents the day month and year first hereinabove written.

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THE SCHEDULE I OF THE PROPERTY

All that piece and parcel of Non Agricultural land, admeasuring 1601 sq. yards. or thereabouts equivalents to 1334 Sq.mtrs (as per conveyance deed), 1347 sq. meter as per 7/12 extract and or thereabout bearing Old Survey No. 20, New Survey No.65, Hissa No. 5 a part of mouje Navi Dombivali and situate lying and being at Dombivali (West) within the limits of Dombivali Municipal Corporation Taluka-Kalyan and Sub-Registration District Kalyan, District and registration Districtthane Sub-District Dombivli,

East: Rajmahal Co-op Hg. Society and Shri Anand Joshi's property.

West: Radha Niwas Buiding belonging to Shri M.D. Kulkarni out of Survey No. 118 and Ganesh Kripa belonging to Shri Dike.

North: Saptashring Co-Op Hsg. Society, Building adjoining the purchaser own approach road of 12 to the Public Road Going towards Devicha Chowk.

South: Datta Smriti belonging to Shri Mulay and approach road upto Pathak Road (Municipal Road) 15 Mtr Road.

i.e., totally admeasuring 1334 sq. mtrs.(as per conveyance deed), 1347 sq. meter as per 7/12 extract, lying, being and situated at Village: Navi Dombivli, Dombivli (W) Tal. Kalyan, Dist. Thane within the limits of Kalyan Dombivali Municipal Corporation including a dilapi dated existing structure of building premises commonly known as Shashank Society bearing together with all easement rights etc.



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SIGNED SEALED AND DELIVERED)
 By the within named OWNER/SOCIETY)
SHASHANK CO-OP. HSG. SOC. LTD.)
 Through its Authorised Signatory)

Parshuram Behere



P.C.

Shreehar Koparkar

In the presence of:

1. Mrs. Prajakta R. Tole P.Tole

2. Miss. Swapna S. Gogavkar Swarna



SIGNED SEALED AND DELIVERED)
 By the within named DEVELOPER)
M/s. RADHIKA CONSTRUCTION CO)
DEVELOPERS)
 Represented through its partner)
MR. GIRISH S. MARATHE)



Represented through its partner)
 In the presence of:

1. Mrs. Prajakta R. Tole P.Tole

2. Miss. Swapna S. Gogavkar Swarna



RADHIKA CONSTRUCTION CO.

Girish

PARTNER

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RECEIPT

RECEIVED with thanks from the within named Developers a sum of Rs.10,00,000/- (Rupees Ten Lakh Only) by cheque no.508258, drawn on Indian Overseas Bank, dt.12.04.2023 towards the part amount of consideration of the said property on or before the execution of this Re-Development agreement.

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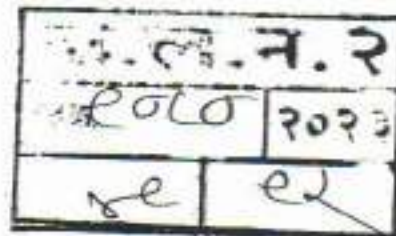
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For Shashank CHS LTD.

Shreedhar Koparkar

(Shreedhar Koparkar)

For Shashank CHS LTD.



ANNEXURE A
SHASHANK CO. OP.HSG.SOCIETY LTD
 (Regd. No. TNA/HSG/919 Of 1976)
 Shastri Nagar, Dombivli (West) - 421202, Dist. Thane

1/3

Date 02/10/2022

Following members attended Sp. GM held on 02/10/2022

1 A	Mrs. P. D. Pradhan	out at station - V.C.
2 A	Mr. M. S. Iyer	out of station - V.C.
3 A	Smt. Sarma	Smt. Sarma
4 B	Smt. S. V. Kulkarni	out of India - V.C.
5 B	Mr. R. B. Mane	Rajesh
6 B	Mr. P. B. Patankar	
7 A	Smt. V. K. Choudhari	out of India - V.C.
8 A	Mr. P. C. Behere	P.C. Behere
9 A	Mr. A. D. Kulkarni	Ashu attend meeting Kulkarni
10 B	Mr. J.P. Dholakiya	out of India - V.C.
11 B	Mr. V. P. Shenai	
12 B	Mr. D. J. Sanghvi	D.J. Sanghvi
13 A	Mr. S. S. Shukla	
14 A	Mr. R. G. Barve	out at India, V.C.
15 A	Smt. S. S. Jaiwant	out of India - V.C.
16 B	Mr. D.J. Mehata	out of Mumbai - V.C.
17 B	Smt. V. P. Muley	MP Behere
18 B	Mrs. Vijaya Ranganathan	
19 A	Smt. Ganeshan	Shyamala Ganesh
20 A	Mr. S. V. Koparkar	S.V. Koparkar
21 A	Mr. N. P. Kulkarni	Prasad attend meeting
22 B	Smt. S. P. Chadorkar	out of India - V.C.
23 B	Mrs. M.M. Joshi	Mrs. Joshi
24 B	Mr. R. M. Mankame	Rajesh

P.C. Behere

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SHASHANK CO. OP.HSG.SOCIETY LTD

(Regd. No. TNA/HSG/919 Of 1976)

Shastri Nagar, Dombivli (West) - 421202, Dist. Thane

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Minutes of the Special General meeting held on 02/10/2022 at 11:00 A.m. at Swami Vivekanand School Shastri Nagar Dombivli west.

1. Shri M. M. Joshi was elected as chairman of the meeting.
Proposed by: Mr.P.C. Behere
Seconded by: Mr. N.P Kulkarni
2. Attended members have read, agreed and approved the Final redevelopment Agreement received from Ms. Radhika Constructions Co.
3. It is resolved that following members of society are appointed as signing authority for the redevelopment Agreement and future any documents pertaining to redevelopment process on behalf of Shashank CHS LTD.

Jointly or Severally as

- > Mr. P. C. Behere.
- > Mr. Shridhar Koparkar.
- > Mr. Rajesh Mankame.

4. Members present in SGM has discussed and agreed that the corpus fund would be distributed to all existing 24 members, as per Carpet area mentioned in the Development Agreement (Annexure B) and would be paid post Occupancy Certificate receipt of the newly constructed building.
5. Available funds in Society account, post completion of audit for FY 21-22 & 22-23 would be distributed as per carpet area to the existing 24 members post OC receipt of the newly constructed building. In case of any emergency expense required to be incurred during the redevelopment of society, the available funds in society account as well as the Corpus funds would be used for said such expenses.
6. Its has been unanimously resolved to write off the amount of Rs 6785/- query raised in the Audit report of FY 18-19. Society would approach Registrar for newly appointment of Auditor for completion of Audit FY 19-20 to 21-22 to accelerate the redevelopment process.



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SHASHANK CO. OP.HSG.SOCIETY LTD

(Regd. No. TNA/HSG/919 Of 1976)

Shastri Nagar, Dombivli (West) - 421202, Dist. Thane

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7. It has been resolved to withhold the Corpus funds pertaining to Block no 13 and would be distributed post adjusting the overdue amount from the said flat to the successor of the said flat.
 8. Its has been resolved that the society would give peaceful handover of the property within one month, post the redevelopment agreement execution & plan has been passed by municipal authorities.

Meeting ended with a vote of thanks to the chair.

[Signature]
(Chairman of the meeting)

For Shashank Co.Op.Hsg. Soc. Ltd.

[Signature]
21/10/22
Hon. Chairman / Secretary / Treasurer

[Signature]

[Signature]

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ANNEXURE B

List of existing members of owner/Society

Sr No.	Name	Flat No.	carpet Area (Sq.ft)	Carpet Area to be allotted in the newly constructed building (30% RERA carpet)
1	Mrs. P.D. Pradhan	A-1	572	743.6
2	Mr. M.S. Iyer	A-2	569	739.7
3	Smt.P. S. Rajalekshmy Sarma	A-3	705	916.5
4	Smt. S.V. Kulkarni	B-4	375	487.5
5	Mr. R. B. Mane.	B-5	565	734.5
6	Mrs. P.B.Patankar	B-6	575	747.5
7	Mr. Ashutosh K. Chaudhari & Mr. Badrish K. Chaudhari	A-7	572	743.6
8	Mr. P.C. Behere.	A-8	569	739.7
9	Mr. A.D. Kulkarni	A-9	705	916.5
10	Mr. J.P. Dholakia.	B-10	375	487.5
11	Mr. V.P. Shenai.	B-11	565	734.5
12	Mr. D. J. Sanghvi.	B-12	575	747.5
13	Mr. S.S. Shukla	A-13	572	743.6
14	Mr. R.G. Barve	A-14	569	739.7
15	Smt. S.S. Jayawant	A-15	524	681.2
16	Mr. D.J.Mehta	B-16	524	681.2
17	Mrs. M. P. Behere	B-17	565	734.5
18	Mrs. Vijaya Ranganathan	B-18	575	747.5
19	Smt. Shyamala Ganesh	A-19	572	743.6
20	Mr. S.Y. Koparkar	A-20	569	739.7
21	Mr. N. P. Kulkarni	A-21	705	916.5
22	Smt. S.P. Chandorkar	B-22	375	487.5
23	Mrs. M.M. Joshi	B-23	565	734.5
24	Mr. R. M. Mankarne	B-24	575	747.5

PC Behere

Joshi



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10/10	2023
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ANNEXURE -C

OFFER LETTER

PRINCIPAL OFFER

Extra Carpet Area (Additional per flat)	30% Extra Carpet Area per flat
Corpus / hardship compensation	RS. 2500000/- (Twenty-Five Lakhs Only)
Rent area wise (1 RK, 1BHK,2BHK)	1 RK Rs. 8000/- 1 BHK Rs. 10000/- 2 BHK Rs. 13000/-
To and Fro Transit transportation	Rs. 12000/- for each member To& Fro.
Features and Amenities to be provided	As per Tender Document.
Project Period -CC to OC	30 months (Maximum)
Bank Guarantee Amount	Rs. 10000000/-

- The Extra Carpet area includes Balcony, Terrace and flower bed.
- The Existing carpet area will be finalized by joint measurement.
- Rent will be increased by 10% every year for all members.

RADHIKA CONSTRUCTION COMPANY

pcBeeve

Radika

Radika



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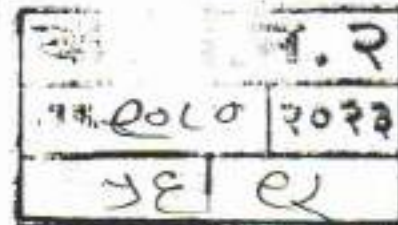


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ANNEXURE -D

SCHEDULE OF SPECIFICATIONS OF
BUILDING TO BE CONSTRUCTED

- a. Earthquake resistant structural designed R.C.C. building with part stilt and upper floors.
- b. Entrance lobby as per design in perspective.
- c. Underground & overhead water storage tanks of the size and specifications duly sanctioned as per plan.
- d. 1 Submersible Electric pump of 5 H.P. three phase.
- e. Compound wall with gate.
- f. Automatic generator set backup / inverter backup for elevator.
- g. Water proofing of the common terrace with brick bat Koba & China chips.
- h. Underground septic tank of size and specifications duly sanctioned as per plan.
- i. Decorative outside painting to the entire building with acrylic paint.
- j. P C C at all around plot with paver block / chequered tiles.
- k. Bore well.
- l. Solar Water heater system/ or P. V. Electric Generation System.
- m. Rain Water harvesting.
- n. Kota flooring in staircase.
- o. Society Office.
- p. Height of Plinth level shall be adequate.
- q. Height of Commercial premises will be as per sanctioned plan of the corporation.
- r. CCTV in common areas



P.C. Belwal

Popad

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ANNEXTURE - D (1)

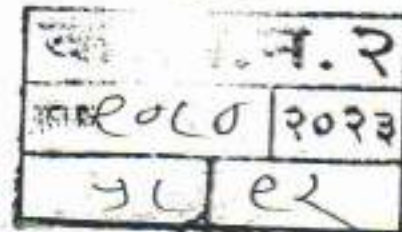
**SCHEDULE OF SPECIFICATIONS INSIDE THE
BLOCK**

1. Designer main door with best quality teakwood / or Eko timber frame of main door shall be of size 5' X 3", and the size of other door shall be 4' X 3" and night latch, brass / plated aldrop, decorative handle from outside.
2. Anodized aluminum sliding windows of 1/4" series with one mosquito net to all windows)
3. 2 x 2 Vitrified flooring for all rooms including kitchen and in kitchen wall tiles shall be above kitchen platform and up to ceiling level.
4. Decorative laminated bedroom door.
5. Decorative MS grills / M.S. Railing to all windows / balcony
6. Black Granite kitchen platform with stainless steel sink
7. Concealed plumbing & concealed electrical wiring
8. Designer tiles up to door height in each toilet.
9. Branded (Jagwar/Plumber / equivalent) sanitary fixtures, CP fittings with one basin.
10. Sanitary fittings of branded company with wheel / flush valve flushing arrangement.
11. Granite window seal with round molding.
12. Electrical points to be provided in each room as follows:-

Living Room: 2 Light point, 2 Fan points & 1 telephone point, 1 T.V point, 2 plug points, Two Socket of 5A.



AC Belue
[Signature]
[Circular Stamp]



Bed Rooms: 2 light point, 1 Fan point, 1 A C point, 1T
V point, 1 plug point. 5A/15A socket

Kitchen: 2Light point, 2 Plug point(15/5Amp), 1
Fan point, 1 domestic point

Toilets: 2 Light points, 1 plug point (15/5Amp)
Loft shall be provided over bathroom.

Passage: light point, 1 washing machine point.
15/5 Amp)

Commercial: 2 light points, 2 Fans points, 5A three pin
socket, 15A power point.

P.C. Bhandari

R. P. Bhandari

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