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

1. Parties confirm that the recitals, as contained hereinabove, shall form an integral and operative part of this Agreement as if the same are set out and incorporated herein verbatim.
2. THE Owners/Society along with its members/Party of Second Part have granted, transferred to the Developers absolute redevelopment rights and Developer hereby accept and acquire, the redevelopment rights in respect of the property being to all that piece and parcel of of land lying being and situated at **Village Navi Dombivli,** Taluka Kalyan, District Thane bearing Old Survey No. 18, Substituted with New Survey No. 61, Hissa No. 9(P), CTS No. 185 and 186, layout Plot No.20, area admn 523 Sq. Mtrs along with the Building standing thereon, popularly known as **"SUNIT CO-OPERATIVE HOUSING SOCIETY LIMITED"** of ground plus Three upper floors, consisting of 10 (Ten) flats and within the limits of the Kalyan Dombivli Municipal Corporation and within Jurisdiction of Registration District Thane and Registration Sub-District Kalyan, hereinafter the said landed property is called and referred to as **"Said Landed Property"** and Said Building standing on said landed property is called and referred to as **"Said Building"** and the said landed property along with the said building standing thereon collectively called and referred to as the **"SAID PROPERTY"** and is more particularly described in the **SCHEDULE** hereunder written with a right to demolish the existing building of the society more popularly known as **"SUNIT CO-OPERATIVE HOUSING SOCIETY LIMITED"** and along with right to carry out construction of multi-storied building as per the proposed sanctioned plans and permissions to be sanctioned by the Kalyan Dombivli Municipal Corporation or Competent Authorities and to sell the flats, stack/covered /stilt parking

PRAMUKH DEVELOPERS
Partner

For Sunit Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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therein to be constructed to prospective purchasers in open market, except the Permanent Alternative Accommodation and single slot of stack parking' to be allotted to each member of Society and apportion the sale proceeds thereof for their i.e. Developers exclusive use and financial benefit. It is clarified herein that, if Developer opt for erecting stack parking, pit parking or installing stack parking in open space with the permission of KDMC, in all such events the Society members will be entitled for only single slot of parking in the said stack/pit parking and the allocation of the same shall be at the sole discretion of the Developer herein and the Society member shall in harmony with the Allottees of the parking slot shall use and occupy said parking slot.

3. The Developers hereby declare that, the Developers have verified the Society Registration Certificate and other documents relating to the title of the Society with respect to the said plot of land. The Developers have visited the site of the said Property before entering into the present Redevelopment Agreement and are aware of the present physical condition of the site.

4. As consideration to this Redevelopment agreement the developer shall allot permanent alternate accommodation along with one covered parking (stack) on ownership basis in newly constructed Building in lieu of existing Flat/Tenement in the form of a Permanent Alternate Accommodation comprising existing measured Carpet useable area + 15% Additional Carpet usable Area as approved by Kalyan Dombivli Municipal Corporation to the respective members/flat owners of Parties of First Part for FREE OF COST (unit comprises and inclusive of areas of RERA Carpet area, cornice area, Balcony, Open Terrace, Service Area, Elevation Projection/Ornamental Projection/ Arch. Projection area, Balconies and CB Area, Otla etc.).

5. That if concern parties of Second part desires to Purchase additional **Carpet area** or the **Carpet area** of the said flat increases due to

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सत्यमेव जयते
जि. ठाणे
Dist. Thane

SUNIT CO-OP. HOUSING SOCIETY LTD.
Registered No. TNA/HSG/763
Dt. 31-3-71
DOMBIVLI, (DIST. THANA)

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Partner

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architectural design/Building Design or such other contemplations of rules and regulations as compared to the area agreed to be given by virtue of this present deal, in such an event the concern party of second part will pay unto the Developers for said additional Area at discounted Rate of Rs.10,725/- per sq. feet on usable carpet Area upto100 Sq. Feet, beyond said Additional Area above 100 Sq. Ft society members shall be liable to pay @ i.e. Rs. 11,625/- per sq. feet for Additional area at the same rate as mentioned above to the respective member of the Society whose area is decreased at the time of handing over of the possession of the new flat. However, the Developers undertake that such area shall not increase or decrease more than 5%. The amount payable as consideration for excess area shall be paid to the Party of Third Part by the party of Second Part as per the stages of constructions as follows:

Sr. No.	Milestone	Percentage
1	On Booking	10
2	On completion of Plinth	35
3	All slabs will be divided equally	25 (total)
4	On completion of 50% Brickwork	2.5
5	On completion of 100% Brickwork	2.5
6	On completion of Internal Plaster	2.5
7	On completion of External Plaster	2.5

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PRAMUKH DEVELOPERS
Partner

For Sunit Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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8	On completion of Flooring	5
9	On completion of Plumbing	5
10	On completion of Painting & Electricals	5
11	On Possession	5

SCHEDULE OF FLATS AND LIST OF ALL MEMBERS OF

"SUNIT CO-OPERATIVE HOUSING SOCIETY LTD"/PARTY OF SECOND PART

Sr. No	Name of Flat Owner	Flat No	Existing Measured carpetUseable area	Floor	Registration No/ date of allotment letter
1.	Mr. Ajit Avinash Kamat	1	761	Ground	1860/2014
2.	Mr. Mukesh Bhanji Shah and Mrs. Deepa Mukesh Shah	2	756	Ground	850/2008
3.	Mr. Harshad Premanand Pawar	3	546	First	3615/2013
4.	Mr. Gautamkumar Pratapmal Malviya and	4	440	First	5475/2010

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Partner

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	Mrs. Santosh G. Malviya				
5.	Mr. Milind Sharad Deshmukh	5	540	First	2518/2000
6.	Mr. Dhananjay Gopal Shetty and Mrs. Sujata Dhananjay Shetty	6	803	Second	4706/2013
7.	Mr. Shashank Raghunath Harshe	7	721	Second	529/2023
8.	Mr. Sandeep Sadanand Kulkarni	8	546	Third	4571/2018
9.	Mr. Swapnil Sadananad Kulkarni	9	440	Third	4570/2018
10.	Mrs. Vandana Giridharan	10	540	Third	1514/2002

6. **THE DEVELOPER HAS AGREED AS FOLLOWS: -**

a. **for reconstruction of the entire Building by the Developer:-** The Developers shall demolish the said building of party of first part and construct the said new building on the said plot by utilising the FSI of the saidland and Setback as well as TDR, Premium FSI, Ancillary FSI, Dilapidated FSI or FSI in any form or name and to sell flats/unit and premises (except the kind consideration of Party of Second Part).

b. **For purchase of FSI/TDR:** - The Developer undertakes and agrees that the FSI/TDR/Premium FSI/Ancillary FSI/Dilapidated FSI shall be purchased by the Developer at its own cost in the name of Project of Re-development of "SUNIT CO-OPERATIVE HOUSING SOCIETY LTD" or its Own Name.

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Partner

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The said TDR/FSI shall be purchased by developer as per their need or as required before or even after submission of plan with KDMC.That Developers shall be entitled to use and utilise the maximum F.S.I., staircase F.S.I. and any further F.S.I. and free F.S.I., maximum T.D.R. as may be granted under ancillary premium, Unified Development Control and Promotion Rules, on the said landed property. That Developer herein shall exploit the maximum potentiality of T.D.R. and/or F.S.I. ancillary premium as per Unified Development Control and Promotion Rules of said landed property and utilise till execution of Conveyance.

c. **For demolition of Existing Building:-** The Developer shall on receiving peaceful possession of vacant flat/s of all the Members of the said Society, and on sanctioning of plan by KDMC for redevelopment project, shall start demolishing the said Building/structure and reconstruct the new Building at its own cost in accordance with the sanctioned plan from the Kalyan Dombivli Municipal Corporation on obtaining Commencement Certificate.The debris and all materials of the said building [including doors, windows, internal doors and all other items] will belong to the Developers and the Developers shall be entitled to dispose off the same in any manner as they deem fit and proper and to appropriate the sale proceeds for themselves without in any way accountable to the Society or the Members

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d. **For obtaining plan:-** The Developer shall prepare blueprint of plan of new building and floor layout as described & mutually agreed by the parties herein after execution and registration of Redevelopment Agreement and subsequently shall be given to society for their approval and after it's approval shall be submitted with KDMC for sanctioning of building plan and permission. It

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PRAMUKH DEVELOPERS
Patel
Partner

For Sunit Co-op. Hsg. Soc. Ltd.
Chairman / Secretary / Treasurer

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has been agreed between the parties that, the Developer without informing in writing to the Society shall not make any changes in the approved plan which would affect the area of the new flat to be allotted to the members i.e. Party of the Second Part and in such case the Developer shall take written consent of the Society and such respective member.

e. **For handing over possession by the Members:-** After the Developer informs about the receipt of sanctioned building Plan and provide a copy of the same to the Society, individual members of society shall handover possession of all their respective flat/s and structure to the Developer within a period of 30 days thereof, for its demolition and redevelopment of the said land.

7. **For payments of consideration, and monthly rent for Temporary Alternate Accommodation:-**It is agreed by and between the parties that members of Society have to take effort and make their own arrangement of obtaining alternate temporary accommodation, Developers shall not be liable and responsible for the same. The Party of Third Part/ Developer agrees to pay each flat owners/members monthly rent for temporary alternative accommodation @ of **Rs. 10,000/- (Rupees Ten Thousand Only)** per month to those members who hold One Room Kitchen Flat and **Rs. 12,000/- (Rupees Twelve Thousand Only)** per month to those members who hold One Bed Room Hall Kitchen Flat and **Rs. 14,000/- (Rupees Fourteen Thousand Only)** per month respectively to those members who hold Two Bed Room Hall Kitchen Flat from the date of handing over to the Developers the vacant and physical possession of all existing Flats/Tenements in the existing Building, during the period of the Redevelopment of said property and obtaining its occupation certificate from KDMC or till handing over

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Partner

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