क ल न - ४
दस्त क्र ७८२५/२०२३
४० /१००

members of the society in respect of the unsold flat unit and society further undertake to admit the purchaser of the said unsold flat as their member as per the provisions of Co-operative Housing Society bye laws. The Developer shall be liable to pay charges towards maintenance and property tax and incidental charges with respect to the unsold flat unit in his possession.

26. The Developer shall be entitled to a proper conveyance and all other monuments of title relating to the said property from the society.

27. The Member of the society will pay all taxes, water charges, electricity charges and other outgoing in respect of the said building /property till the date of handing over the possession to the Developer and the Developers shall bear and pay from the date of handing over vacant possession by the Member for the construction work of the said new building/buildings all the municipal rates and taxes and other requirements to be made to the concerned authorities in connection with the said property and construction of the said new building such Municipal rates and taxes and all other payments will be paid by the Developers for and on behalf of the said society until the receipt of the occupation certificate from KDMC of the said new building.

28. The Developer at the time of reconstruction shall at their own cost be entitled to put up their advertisement board on the said plot and shall appoint selling agents for the sale of their flats in the said new building and fix and pay their remuneration/commission at their own cost.

29. The Developers shall be entitled to carry out at their own costs, charges, expenses and risk in all respect all or any items of work for redevelopment of the said property including laying of drainage, cable, water pipes, and

THE SEAL OF THE JOINT SUB REGISTRAR KALYAN
सह दुय्यम निबंधक कल्याण
जि. ठाणे
Dist. Thane

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

PRAMUKH DEVELOPERS
Partner

ADJ.NO | ६९२ | 2023
Page | ३७ | ५०

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

कलन - ४
दस्त क्र.१८२५/२०२३
४८/१००

other connections and lighting of roads, and other items as per the terms and conditions imposed by the Kalyan Dombivli Municipal Corporation or any other authority while sanctioning the layout scheme and/or the plans and specifications and also other items of works as may be required to carry out for the purpose of making the said finances for completion of the said item of works shall be provided and borne and paid by the Developers alone. The Owners/Society and its members (i.e. Confirming Party) hereby agree to render all assistance and cooperation by executing, signing and producing the necessary document, deeds, papers required by any authorities in connection with the redevelopment of the said property that may be required by the Developers from time to time to carry out the Redevelopment work in respect of the said property and construction and completion of buildings and structures thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising there from provided that, the Owners/ Society and its members (i.e. Confirming Party) shall not be liable to incur any financial obligations on that behalf.

30. It is further agreed that the Developer alone shall be responsible for any claim made by any prospective purchaser or any litigation of whatsoever nature filed by such prospective purchaser in respect of any flat/ other premises sold to the prospective purchaser/Allottee of the flat/premises in the said new building constructed on the said plot and the Developers agree to indemnify and keep indemnified and harmless the said society and the Members herein from all cost, charges and expenses thereto.

31. This Agreement for Grant of Redevelopment Rights has been specifically entered into by and between parties hereto and the Developer shall not be entitled to assign the same to any third part without the written consent of the society. Further this does not constitute a partnership and/or

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

PRAMUKH DEVELOPERS
Partner

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

ADJ.NO	६९२	2023
Page/	३८	५०

क ल न - ४
दस्त क्र.१८२५/२०२३
४८/१००

joint venture between the parties hereto. This Agreement is entered into between the members of society and the Developers on the principal-to principal basis, and each Party shall be individually responsible to pay and bear income-tax, share of GST in respect of the sale of constructed premises and Permanent Alternative Accommodation allotted to them as recorded in the present Agreement. The Parties hereto shall keep and other fully and effectively indemnified against non-payment of their individual proportionate Taxes and adequate provision will be made for payment of tax liability of their respective shares, the intention being that neither should be held liable for the tax liability of other of them and each will keep indemnified of and its liability. Further after execution and registration of the Redevelopment Agreement, it is found that if there are encumbrances on the said property such as mortgage, charge, lien etc., the same shall be cleared by the respective parties on the First Part, if the Party of the First Part fails to clear their respective encumbrances on the said property, the same will be cleared by the Party of the Third Part at the cost and consequences of the Party of the First Part and Second Part.

32. After notice in writing is given by the developer to the society/members that the said premises are ready for use and occupation and they applied for obtaining Completion/ Occupation Certificate and on obtaining the said Completion/ Occupation Certificate, the respective members shall be liable to bear and pay the proportionate share of outgoings in respect of the said land from the date of receipt of occupation certificate from KDMC, as well as the proportionate share of municipal tax, outgoings in respect of the said land, flat / unit and building namely local taxes, betterment charges, or such other levies by the concerned local authority and /or government water charges common lights, repairs and salaries of clerks, bills of collectors, chowkidars, sweepers all others expenses necessary and incidental to the management and maintenances of the said building.

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

PRAMUKH DEVELOPERS

Partner

ADJ.NO	६९२	2023
Page/	39	40

For Sunit Co-op. Hsg. Soc. Ltd.

Chairman / Secretary / Treasurer

क ल न - ४
दस्त क्र. ७८२५/२०२३
५० / ९००

33. The Developers shall indemnify and keep indemnified the Society and its members against all losses, damages, costs, charges expenses that will be incurred or suffered by the Society on account of or arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by third party in respect of such construction or otherwise howsoever.

34. The members shall point out the defect in respect of construction for the newly constructed building in writing to the Developers within the period of 6 months from the date of possession of room/premises. The Developers shall rectify such construction defect within a period of one month from the date of intimation to the Developers in writing for the said construction defect. It is also agreed that, if the society points out major defects in the structural construction work of a new building within 5 years as per the provisions of Maha RERA from the date of possession of the newly constructed Flat, the same shall be set right by the developers at its own cost. It is also further made clear that, the Developers shall not be held responsible for the leakage/s to the building caused if any Member/s make alteration / modification / addition or structural changes in the original flats after taking possession.

35. In the event of breach or violation of any of the terms, conditions or obligations of the present Redevelopment Agreement, the Society shall be entitled to issue and serve upon the Developers at their address mentioned in the title clause hereinabove, 90 days notice in writing to rectify such breach or violation within further period of 90 days. However, if the said breach or violation continues even after lapse of the said notice period, then the Society shall be entitled to terminate the present Redevelopment Agreement by following due process of law. Upon such termination, the

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

PRAMUKH DEVELOPERS
Partner

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

ADJ.NO	६७२	2023
Page/	४०	५०

क ल न – ४
दस्त क्र ७८२५/२०२३
५१ / १००

parties hereto shall settle their respective accounts through their Attorneys and/or Chartered Accountants and all costs, charges and expenses incurred by the Developers in the process of the said redevelopment of the Said Old Building structure and construction of new building on the Said Plot till the date of such termination shall be determined and a charge or lien of the Developers shall be registered to the extent of such amounts so determined and such charge or lien shall only be removed on receipt of such amounts by the Developers.

36. The Stamp Duty and Registration Charges in respect of this Agreement for Grant of Redevelopment Rights will be borne and paid by the Developers alone and the Society, and Party of Second Part will not be required to pay any sum or contribute any amount for the same, except of the additional area purchased by them as mentioned herein above. However, the concerned parties of Second Part who did not pay their earlier stamp duty and registration charges pertaining to their tenements shall be liable to pay the same along with penalty, if any at the time payment of stamp duty of the present redevelopment agreement.

37. The Project of Re-development will be registered under RERA as per the Real Estate Regulation Act 2016 & amendments therein.

38. The Re-development of the project will fall within the ambit of Indian Contract Act, RERA, Maharashtra Co-operative Societies Act and other rules & procedures applicable otherwise in any law applicable to it. It has been specifically agreed by and between the parties that, according to the Maharashtra Real Estate Regulations and Development Act 2016, all the parties hereto are the promoters for the project on the said property. The Developers shall have full right and authority to register the said project under MAHA RERA and do all things necessary to comply with the relevant legal provisions. The Owners/Society and/or its members shall

THE SEAL OF THE JOINT SUB REGISTRAR KALYAN-4 सह दुय्यम निबंधक कल्याण-४ यांचा शिक्का सत्यमेव जयते Dist. Thane

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

ADMD | ६९२ | 2023
Page | ४९ | ५०

PRAMUKH DEVELOPERS
Partner

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

क ल न – ४
दस्त क्र.८२९५ /२०२३
५२ /१००

assist, cooperate and provide necessary details and documents to the Developers for complying with the provisions of Maharashtra Real Estate Regulations and Development Act 2016.

39. It has been specifically agreed by and between the parties that, the Developers shall under the provisions of Maharashtra Real Estate Regulations and Development Act 2016 be responsible for the overall execution, construction and the costs and consequences arising therefrom with respect to the said project developed by the Developer on the said property.

40. It is clarified that this Agreement shall remain in force till the execution and registration of final Conveyance Deed. In case of any disputes, doubts, or differences arising between the parties hereto, in respect of the any of the terms and conditions of this agreement or in respect of interpretation, of any of the terms or conditions of this presents or in respect of any other matter, cause or thing whatsoever not contained herein otherwise provided for, the same shall be referred to adjudication to the Sole Arbitrator appointed as per the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof for the time being in force, and decision of the said Arbitrator shall be binding upon the parties.

41. It is further agreed by and between the parties hereto, that all the Govt taxes, levies as applicable, documentation, incidental and ancillary charges in connection with said Permanent Alternative Accommodation shall be borne and paid by the respective society members/party of Second Part in advance prior to execution and registration of Permanent Alternative Accommodation before concern Sub-Registrar of Assurance.

42. The Courts in Kalyan Civil Judge Sr. Division & Magistrate Court of First Class for Criminal Case at Kalyan shall have jurisdiction in the matter.

PRAMUKH DEVELOPERS

Partner

For Sunit Co-op. Hsg. Soc. Ltd.

Chairman / Secretary / Treasurer

ADJ.NO E92 2023
Page 82 40

कलन - ४
दस्त क्र. १८२५/२०२३
५३/१००

SCHEDULE – I

SCHEDULE OF PROPERTY ABOVE REFERRED TO :

ALL that piece and parcel of land 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, lying being and situated at **Village Navi Dombivli,** Taluka Kalyan, District Thane 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 and is bounded as follows :

ON OR TOWARDS EAST : CTS No. 196

ON OR TOWARDS WEST : 12 meter wide DP Road

ON OR TOWARDS NORTH: CTS No. 136

ON OR TOWARDS SOUTH : CTS No. 195

together with all easementary rights, etc.

PRAMUKH DEVELOPERS
Partner

THE SEAL OF THE JOINT SUB REGISTRAR KALYAN-4
सह दुय्यम निबंधक कल्याण-४ यांची मुद्रा
सत्यमेव जयते
जि. ठाणे
Dist. Thane

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

For Sunit Co-op. Hsg. Soc. Ltd.
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ADJ.NO	६१२	2023
Page/	४३	५०