

building materials and/or shelter for the workers, labourers, security staff and other persons working on the said Land and also provide toilet facilities for use of its workers and staff. It is agreed that these temporary structures will be vacated and demolished and cleaned and sanitized by the

Developer at their own costs on the completion of construction of proposed buildings and the Developer shall at their own costs and expenses remove the labourers, security staff and other persons.

46) It is specifically agreed that except flats, shops and parking slots provided to the existing members of the society in the new Building/buildings as per terms of this agreement, the balance flat/shops/units/parking available in the new building/wings shall solely belong to the Developer and the Developer shall be entitled to enter into sale agreements and dispose of the same to any prospective purchasers as the Developer deem fit and proper and receive and appropriate the entire consideration or sale proceeds thereof without giving any account thereof to the Society and/or its members but subject to the compliance of the provisions of RERA. Provided, however, on obtaining OC from the corporation or concerned sanctioning authority, the developer shall ensure the payment of monthly outgoings and municipal taxes with respect to flats other than the society's entitlement are collected from the prospective purchasers and the Developer shall pay monthly outgoings to the society with respect to the unsold flats remaining in the possession of the developer.

[illegible]

47) The flats, shops and parking lots to be provided and allotted to the respective members of the society in terms of this agreement is hereafter referred to as **"Society's Entitlement"** and the balance of flats, shops and parking lots that are to be retained and dealt with by Developer is referred to as **"Developers Entitlement"**.

48) The carpet area of the existing flats and shops of the members are excluding the area of internal walls and the area of flats and shops allotted to the members in the new building shall also be excluding the area of internal walls but inclusion of area covered inside the flats, wall to wall of room, internal passage of flat, toilets, baths, cupboard, enclosed balcony, area under the projection of columns, wall cladding, wall tiling and doors jambs. The Developer shall provide elevation features such as flower bed, service duct over and above free carpet area of the flat to be provided to the members, subject to approval of TMC or any other concerned State/ Central/self government sanctioning Authority, as may be concerned with the development of the said property.

49) The developer will provide to the society periodically Cube testing report of columns/slabs/beams etc. Also, steel testing report and RMC reports needs to be provided to the society.

50) The developer shall do Pest Control Treatment from reputed company during the course of footing of the said building and shall provide the certificate of the same.

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| B.B.       | T.B.    |            |         |            |         |
| Rajesh     | Prakash | U.B. Patil | Labhe   |            |         |
|            |         | Namda      |         | U.B. Patil |         |
| Prakash    | Prakash | Prakash    | Prakash | B.S. Patil | Prakash |
|            | Prakash | Prakash    | Prakash | Prakash    | Prakash |
| N.R. Joshi | Prakash | Prakash    | Prakash | Prakash    | Prakash |
| Prakash    | Prakash | Prakash    | Prakash | Prakash    | Prakash |
|            |         | S.S.J.     | Prakash | Prakash    | Prakash |
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51) It is hereby made clear that-

a. during the subsistence of this Development Agreement in case maximum potential FSI available under UDCPR for the said Property or land admeasuring 2760.22 square meters is increased over and above the scheme under which offer is made, then such increased FSI over and above the permissible FSI as on the date of registration of this agreement shall be shared by and between the Society and the Developer in the ratio of 1:2 respectively and the Developer shall give such increased FSI over and above mentioned in UDCPR (whether by way of consumption by construction on the said Property or land admeasuring 2760.22 square meters, or on any other property or land constructed by the Developer or by way of encashment of the transferrable development rights by the Developer, but arising on account of the existing Property or land of the SOCIETY, admeasuring 2760.22 square meters) and all the benefits of such increased FSI shall be exclusively for the use, benefit and utilization of existing 52 members of the Society only. Sharing of said constructed area by utilizing such increased FSI in above agreed ratio of 1:2 shall be bifurcated between the Society only and Developer respectively, with mutual understanding.

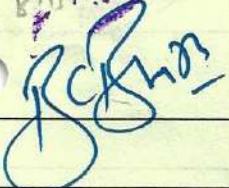
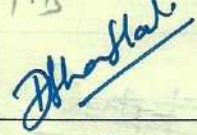
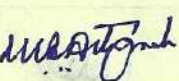
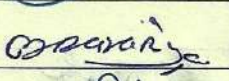
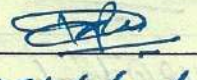
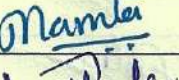
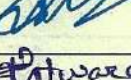
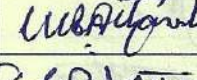
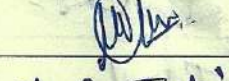
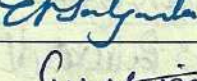
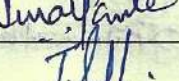
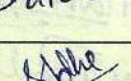
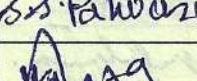
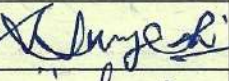
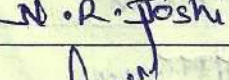
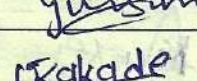
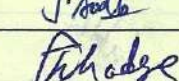
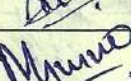
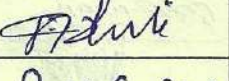
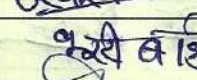
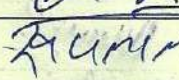
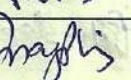
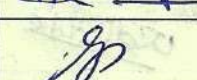
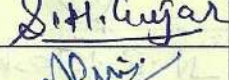
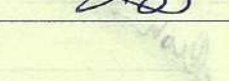
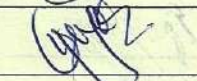
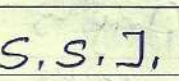
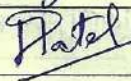
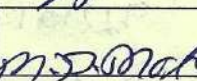
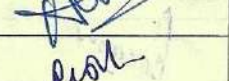
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b. the benefit accrued to the Society on account of such additional FSI, as referred to in sub-clause (a) above, shall be a charge on such additional constructed flats/shops till the full & final satisfaction of claim of existing members of the Society.

c. If such increase in the FSI is made available before the commencement of the construction, the developer shall get the plan revised as far as possible and distribute the society's entitlement by way of additional area to the flat/shop allotted to amongst members of the Society as per the ratio of their existing flat area and any area left out, then such excess area (after the allocation) will be monetized and disbursed amongst the members, proportionate to the area of the existing flat/shop.

52) It is further agreed that any variation/revision in the prevailing UDCPR Rules for Thane City pertaining to FSI and/or Non-FSI clauses mentioned in this Agreement, the same shall be assessed jointly by the Architects of Developer & the Architect of Society for the technical and commercial aspects.

The Developer shall ensure that neither the Society nor any of its existing members including members of its managing committee are or will be held liable in any manner whatsoever for breach or non-observance of any rules, regulations or statutes governing the construction activity by the

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Developer upon the said property including the laws relating to the employment of labour and their welfare, ESIC, PF, gratuity, direct/indirect tax laws, etc. The Developer undertakes to indemnify and keep indemnified the Society from any claim, demand, loss, fine, penalty, charges arising out of the work of redevelopment of the said property during the subsistence of this agreement.



53) In the event of extension of period for completing the project is required by the Developer in terms of clause No. 37, Developer shall, at least two months in advance, intimate the society in writing accompanied with further cheques to be distributed amongst all the 52 existing members towards the displacement compensation for period of extension sought by the Developer with 10% increase over and above the amount of rent/license fee paid for preceding year. The disbursement of displacement compensation towards reimbursement of rent/license fee for temporary accommodation shall commence from the date of all the members of the society vacating his/her respective flat/shop. The Society do hereby assure the Developer that neither the Society nor any of its members shall cause any interference and/or obstruction during the course of construction till the entire re-development of the Society's property i.e., existing members premises as well as Developer's saleable units/flats/shops/ building are constructed in accordance with the terms and conditions of this agreement and Developer obtain OC for entire project. It is further agreed and understood that the Society and all its members shall co-operate with the Developer at all times till completion of entire project, post OC, if any, as required with respect to entire project.



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|---------------|-------------------------|--------------|------------------|----------------|------------------|
| T.B<br>R.R.   | T.B<br><del>Phool</del> | U.S.A. Singh | Ladhe            | <del>Har</del> |                  |
| C.R. Singh    | <del>I.P.</del>         | Namda        | <del>Singh</del> | U.S.A. Singh   |                  |
| R.N.          | C.R. Singh              | Jayaram      | Hawardhan        | S.S. Palwal    | Singh            |
| N.R. Tosh     | Guruma                  | T. Singh     | Ladhe            | Karag          | Khel             |
| Mono          | Wakade                  | Chodse       | Munro            | Dagar          | S.H. Gyan        |
| <del>SA</del> | Qate                    | Yathin       | Prajapati        | ↑              | <del>Patel</del> |
|               | <del>Agar</del>         | S.S.J.       | Patel            | m.p. note      | Bon-             |
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