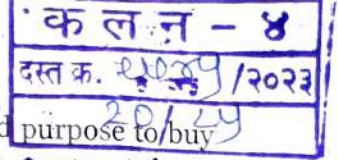


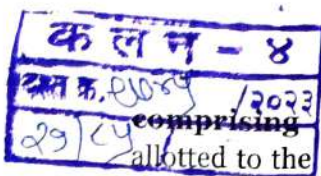
various fields of construction and also for the said purpose to buy or purchase the building materials of various types such as cement, steel, iron, sand, glass, wood etc.



- f) To obtain several permissions and/or certificates from the Municipal Authority (KDMC) those would be required to be obtained during the course of the redevelopment of the said property including the certificates such as Commencement Certificate, Plinth-Completion Certificate, Building-Completion Certificate, etc.
- g) To get the said land surveyed from K.D.M.C. and/or any other authority in order to get ascertained its boundaries and area and also to facilitate the process of getting the plan of the said Proposed New Building approved.
- h) To get the said land otherwise suitable on site in order to facilitate the work of re-development.
40. The Developer has informed and accordingly the Society and its Members are aware of the Developer's intention to acquire the Development Rights in respect of two properties adjacent to the said property Viz. the said Original Owner's properties comprising of the portion admeasuring about **192.99 Sq. Mtrs.** out of the **said entire property** and the existing bungalow standing thereon (hereinafter referred to as "**Sadaphal Property**") and also the property belonging to **Manorama Co-op. Hsg. Soc. Ltd.** The Developer intends to amalgamate the said property with said two adjacent properties and then to develop such amalgamated property by demolishing all the existing structures thereon and then to built a proposed new building of dwelling units and commercial units on such **amalgamated land**.
41. The Developer has informed the Members of the Society that the proposed new building that could be built on the said amalgamated land shall be of ground and upper floors.



- a) Consideration payable by the Developer to each of the members for their granting the Development Rights in respect of the said property to him shall be in terms of allotment of Constructed Ownership premises, **residential and/or commercial as the case may be according to his/her respective entitlement** in the Proposed New Building to be built on the said land by him which shall have carpet area **15% (Fifteen Percent)** more than the areas of his/her/their respective existing units. (**ownership premises**)



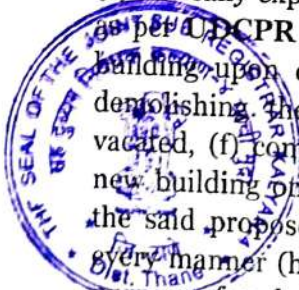
comprising of residential and commercial units to be allotted to the members as and by way of consideration free of cost in the Proposed New Building shall be collectively referred to as "**the Apartments**").

- b) Upon getting the plan of the proposed new building to be built on the said amalgamated land finally approved from KDMC, the Apartments agreed to be allotted to the said Members shall be selected, chosen, fixed and/or ascertained by the developer.

It is specifically agreed between the parties herein that the **Developer will provide** the said Apartments which shall be, as far as possible, on **ground to fifth and top floor** of the proposed new building.

- c) Amenities to be provided in the said proposed new building in general and the said Apartments in particular shall be as detailed and/or set out in its list hereto annexed at **Annexure "A"**.
- d) Members and the Developer have jointly taken the actual measurement of each of the said existing flats in order to get their carpet area and those have been detailed in the Second Schedule hereunder written. The carpet areas of the Apartments to be allotted to the members are also mentioned in the **second Schedule**.

42. Immediately upon the execution and registration of the said Agreement as aforesaid and also of the consequential Power of Attorney in favour of the Developer for enabling him to re-develop the said property, the Developer shall, as and when required from time to time, take steps for (a) getting the plan of the said proposed new building approved, (b) acquiring the T.D.R. of any other land and any premium FSI with a view to consume it on the said land in accordance & provisions of **UDCPR** (Unified Development Control And Promotion Regulation), **K.D.M.C.**, D.C. rules and RERA - Real Estate (Regulation and Development) rules (c) basically exploiting the entire available FSI to the maximum extent as per **UDCPR** (d) getting revised the plan of the said proposed new building upon consuming the said T.D.R. and/or premium FSI (e) demolishing the said existing building upon it getting completely vacated, (f) commencing the work of construction the said proposed new building on the said land, (g) obtaining completion certificate of the said proposed new building upon completing its construction in every manner (h) doing whatever is necessary and/or required for the purpose of re-developing the said property.




V.S. SadaPhal.


V.S. SadaPhal.









43.

a) The Developer shall endeavour to get the plan of the Proposed New Building approved within the period of (monsoon period + 3) **months** from the date of the execution and registration of the **said Agreement and Power of Attorney** for grant of Development Rights.

b) The Developer shall immediately inform about the approval of the plan in writing to the Society.

c) Within one month from the date of the approval of the building plan, the Apartments to be selected and/or ascertained and a proper Deed of Indenture for the purpose of allotting them to the respective members shall be executed and registered.

44. Within **a month** from the date of execution and registration of the respective Deeds of Allotment, the members **shall vacate and handover the possession of their respective existing flats and shops to the Developer.**

45.

a) The Developer shall, within **30 (Thirty) months or according to RERA – Real Estate (Regulation And Development) Act, 2016 rules and regulations** from the date of getting the plan of the said Proposed New Building finally approved / sanctioned from K.D.M.C., complete the construction of the said Proposed New Building in every manner, obtain its C.C. from K.D.M.C. and handover the possession of the said Apartments to the said members **provided all the members ought to have vacated and handed over the possession of their respective existing flats and commercial units in the said existing building to the Developer on the date of approval or sanction of the said K.D.M.C. approved plan. In other words, the said period shall be deemed to have commenced from the date of last of the members handing over the possession of his/her/their existing flat/s and shop/s to the Developer. The said period shall be liable to be extended by mutual consent if the work of redevelopment is obstructed by Act of God, Scarcity of building material, outbreak of the epidemic such as COVID-19, order of Court and/or Municipal Authorities etc.**

b) In the event of any un-excusable and/or unjustifiable delay in completing the construction of the proposed new building and then















the possession of the said Apartments to the said members within a stipulated/agreed period, the members shall be entitled to receive from the Developers reasonable amount as and by way of fine and/or penalty and/or compensation for such delay only if the society and/or its members does not interfere and/or takes objection. However, if the society and/or its members takes objection and/or interferes/stops the day to day construction activities and/or redevelopment process then the developers are entitled to receive the investment amount @21% per annum from the date of objection and also stop the rent payments.

46. Except the **Apartments** to be allotted to the said members **free of cost**, the Developer shall be at liberty to **sell the rest of the premises** in the Proposed New Building to prospective purchases on ownership basis for the price and / or consideration **he will deem fit and proper** and accordingly enter into agreements with them and then to admit the execution of such agreements before sub-registrar.

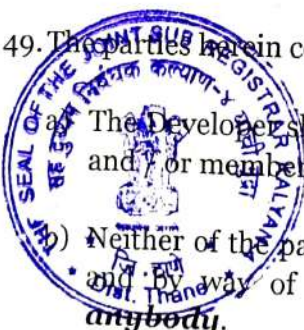
47. The prospective purchasers of the said premises in the said proposed new building shall be entitled to be the members of the said society and the said prospective purchasers of the said premises in the said proposed new building.

48.

a) The Society and the members shall be liable to pay the outgoings such as Municipal Taxes etc. in respect of the said property and/or the said existing flats to K.D.M.C. and/or any Revenue or Government Authority payable till their vacating and handing over the said existing flats to the Developer.

b) The said Society and the said Members shall furnish all the documents relating to their title in respect of the said property and the said existing flats to the Developer as and when required.

49. The parties herein covenant with each other that :-

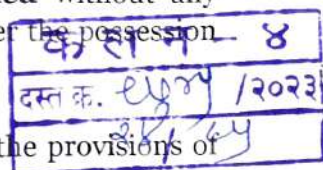


a) The Developer shall **not be liable** to pay any amount to the society and / or members as and by way of **corpus fund**.

b) Neither of the parties herein shall be liable to **pay any amount** as and by way of **brokerage** in respect of this **transaction** to anybody.

(Signatures)
 V.S. Sadaphal, J. S. Sadaphal, A. S. Sadaphal, P. S. Sadaphal, S. S. Sadaphal, M. S. Sadaphal

c) The Developer shall also pay a sum of **Rs. 50,000/- (Rupees Fifty Thousand Only)** to each of the said Members as and by way of **Security Deposit** at the time of registration of the said Agreement and the **said amount is liable to be refunded** without any interest to the Developer at the time of handing over the possession of his/her respective Apartments to the Members.



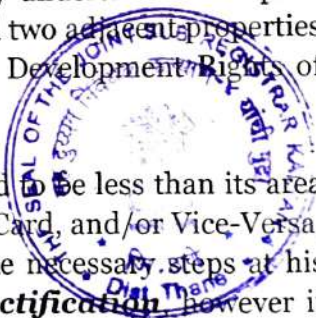
d) The said property shall be developed according to the provisions of **RERA in every respect**. Residential And Commercial Units Agreements : The developer will provide existing carpet area plus extra 15% carpet area to the existing flat and shop owners free of cost on **ownership basis** as per the **provision** of Real Estate (Regulation And Development) **Act, 2016** and Maharashtra Real Estate (Regulation And Development) **Rules 2017**.

e) If any of the said Members is interested in acquiring the **covered parking** for his/her four wheeler, he/she shall be required to pay consideration to be calculated at the concessional discounted rate for said society members.

f) **The Developer shall not have any right to provide and/or sell any of the parkings which are not covered parking.**

g) The Developer shall be at liberty to get the said property amalgamated with the abovesaid two adjacent properties with a view to develop the said amalgamated land by carrying out a construction of the proposed new building on it. It is however, specifically agreed and/or understood and/or declared that the said intended amalgamation shall not be a valid excuse for justifying any delay caused in handing over the possession of the said Apartments to the said Members and accordingly for the extension of the said period. The Developer has assured and accordingly undertaken to acquire the development rights in respect of the said two adjacent properties simultaneously with the acquisition of the Development Rights of the said property.

h) If the **actual area** of the said land is found to be less than its area shown on its 7/12 Extract and/or Property Card, and/or Vice-Versa, the Developer shall be at the liberty to take necessary steps at his cost, expenses and responsibility for its **rectification**. However if lesser area is found then through mutual consent between the said members and the developer, the area of the said Apartments to be allotted to the said members will be revised.



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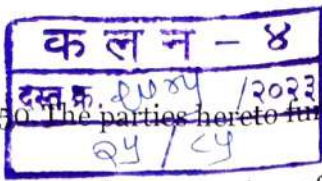
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V.S. Sadaphal.



50. The parties hereto further covenant with each other that :-

1. The possession of the said property notionally shall be deemed to have been given to the Developer at the time of execution of the said agreement (for grant of its development rights), however the actual vacant and peaceful possession of the existing flats shall be given to the Developer within the time and in the manner stated **hereinabove**.
2. After the execution and registration of the **said agreement** (for grant of development rights), the Developer shall be at liberty to put-up hoardings/board disclosing his name and/or scheme of intended development to be carried out on the said land and also construct temporary sheds/tents and/or godowns for accommodation of workers, labourers and/or for storing several types of building materials on the said land, however in accordance with the provisions of RERA and subject to permissions from KDMC.
3. The Developer shall complete the work of construction of the proposed new building entirely at his cost and for the said purpose at liberty to appoint contractors, sub - contractors, workers/labourers and experts in different fields regarding construction and purchase the building materials of all types according to requirements of construction.
4. The construction of the proposed building to be built on the said land shall be commenced and completed by the Developer at his own cost, expenses and/or overall responsibilities and shall only be liable and/or responsible for any type of accident or mishap that may occur on the site during the construction and the Society and/or its Members shall not be held liable and/or responsible in any manner in that behalf.
5. The Developer shall have to see to it that the quality of the work of construction of the proposed new building and/or the various types of building materials used for the said purpose shall be of standard quality. The Developer shall only be liable and/or responsible to all the flat takers including the said members for the quality of the construction of the said building in general and the apartment in particular and also for the building materials used for the said construction.



U.S. Sadaphal *U.S. Sadaphal* *U.S. Sadaphal* *U.S. Sadaphal* *U.S. Sadaphal*
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Patel
V.S. Sadaphal.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand and seal the day and year heretofore mentioned.

SIGNED, SEALED & DELIVERED
By the withinnamed **THE SOCIETY**
ADITYA PRAKASH CO-OPERATIVE
HOUSING SOCIETY LTD.,

through the hands of its redevelopment committee appointed
pursuant to the Resolution Passed in the S.G.M.
dated **24/04/2023:-**

Along With **House/Bungalow (E 357/A) Own**
By **FIRST PART.**

1. Hon. Chairman – **VINAYAK GOPAL NARKAR.**

Pan No. AANPN1968R & Aadhar No. 7094 7345 9737

Signature : 



2. Hon. Secretary – **NEHA MEHUL CHHEDA**

Pan No. AHGPJ2952F & Aadhar No. 7509 0814 7241

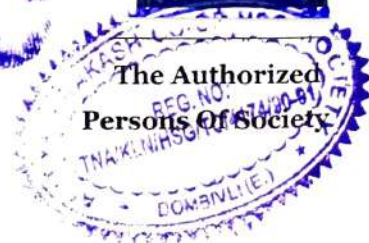
Signature : 



3. Hon. Treasurer – **SANTOSH BHAGWAN PALVE**

Pan No. AODPP7938K & Aadhar No. 4567 2344 6489

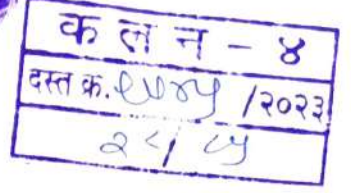
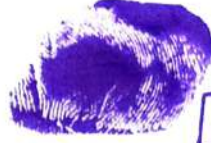
Signature : 



4. SURESH VIDYADHAR SADAPHAL

Pan No : ACKPS9917J & Aadhar No : 6763 1525 2806

Signature : S.V. Sadaphal



5. VEENA SUDHIR SADAPHAL

Pan No : CKSPS2679R & Aadhar No : 2826 4318 8413

Signature : V.S. Sadaphal.



Hon. Bungalow Owners

In presence of

1. Kapil Ganesh Phadnis

Signature : K. Phadnis.

2. Narayan Shrikrishna Bhalerao

Signature : N. Bhalerao

SIGNED, SEALED & DELIVERED

By the withinnamed **THE DEVELOPERS**

By M/s. MILAN ASSOCIATES.,

PAN NO : ABTFM9686L.,

By **SECOND PART.**,

through its partners:



1. DINESH NARAN PATEL

Pan No. AMAPP2995B & Aadhar No. 4043 9408 8918

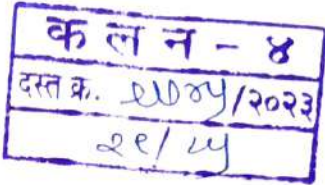
Signature : D. Naran Patel



2. MILAN DINESH PATEL

Pan No. CUIPP7367K & Aadhar No. 8807 2805 2347

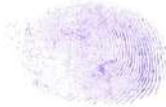
Signature : _____



3. RUSHABH LALIT PATEL

Pan No. CVRPP2626R & Aadhar No. 3217 5362 7140

Signature : _____



4. HASMUKH KANTILAL PATEL

Pan No. AHLPP6473C & Aadhar No. 5639 7004 7430

Signature : _____



The Developers



In presence of

1. Kapil Ganesh Phadnis

Signature : _____

2. Narayan Shrikrishna Bhalerao

Signature : _____