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.

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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 garage 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 flats. (***ownership premises comprising of residential flats and garage*** 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 said society and the list of the same shall be handed over to 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 ***2nd 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) getting revised the plan of the said proposed new building upon consuming the said T.D.R. and/or premium FSI (d) demolishing the said existing building upon it getting completely vacated, (e) commencing the work of construction the said proposed new building on the said land, (f) obtaining completion certificate of the said proposed new building upon completing its construction in every manner (g) doing whatever is necessary and/or required for the purpose of re-developing the said property.

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a) The Developer shall endavour 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 mutually selected and/or ascertained by the said society and the list of the same shall be handed over to the developer 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 garage to the Developer***.

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45) 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***

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handed over the possession of their respective existing flats and garage 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 garage 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.

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

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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 and garage to the Developer as and when required.

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13. 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***.

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*** for, 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.

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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 work 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 apartments in particular and also for the building materials used for the said construction.

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6. The Developer shall carry out the construction of the proposed new building in accordance with the sanctioned plan and not deviate from it a bit. The Developer shall alone be responsible and liable to the Corporation, Members and other flat-takers for the illegality if any found in the construction of the said proposed new building and it shall be incumbent upon the Developer to rectify the said illegality entirely at his cost and expenses.

7. Society and the said Members shall, in pursuance of the execution and registration of the said intended agreement for grant of development rights, also execute a necessary deed of Power of Attorney in favour of the Developer for enabling him to do, perform and/or execute all things, acts, deeds and documents which shall be required to be done, performed and/or executed for carrying out the re-development of the said property as intended by the said Agreement.

8. The Developer shall only be liable and accordingly pay the amounts which shall be required to be paid to KDMC and/or any other authority under any head such as Open Land Tax etc and also shall be entitled to be refunded any amount of security deposit etc., from such authority.

9. The Developer shall also be at liberty to get formed and registered the Society of all the purchasers (including the said Members) in the said proposed new building under any new name through ***mutual consent*** between said members and the developer.

10. Wherever necessary the term ***"said land"*** shall be read as ***"said amalgamated land".***

11. If the said Society and/or any of its Members wilfully refuses to perform its/his/her part of the contract on the basis of the ***MOU***, the Developer shall always be entitled to take necessary legal steps as per the provisions of Specific Relief Act etc., against them and vice-versa.

Dist. Thane

Dated

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

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SIGNED, SEALED & DELIVERED]
By the withinnamed **THE SOCIETY**]
MANORAMA CO-OPERATIVE]
HOUSING SOCIETY LTD.,]
By **FIRST PART.,**]
through the hands of its Redevelopment Committee]
Appointed pursuant to the Resolution Passed in the S.G.M.]
dated **23/07/2023**:-]

1. Hon. Chairman – **VARSHA VISHRAM MULAY**]

   Pan No. ACPPM9583M & Aadhar No. 9122 6951 2416]

   Signature : _____]



2. Hon. Secretary – **SUREKHA NITIN VAIDYA**]

   Pan No. AEEPV3605C & Aadhar No. 2289 8564 1741]

   Signature : _____]



3. Hon. Treasurer – **YASHVANT RAGHUNATH PUSALKAR**]

   Pan No. ATNPP6264H & Aadhar No. 2971 0138 7805]

   Signature : _____]



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4. Hon. Member – **KEDAR SHRIKRISHNA SAHASRABUDHE**]

Pan No. AVQPS7624F & Aadhar No. 6813 9841 8073]

Signature : _____





5. Hon. Member – **AVINASH MAHADEV NAIK**]

Pan No. AAVPN8264G & Aadhar No. 4755 4447 1602]

Signature : _____





The Authorized Persons Of Society

In presence of .....

1. Vishram Mulay Signature :- _____

2. Shyamsunder Ketkar Signature :- _____

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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 : _____]





2. MILAN DINESH PATEL]

Pan No. CUIPP7367K & Aadhar No. 8807 2805 2347]

Signature : _____]





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3. RUSHABH LALIT PATEL]

Pan No. CVRPP2626R & Aadhar No. 3217 5362 7140]

Signature : Patel]





4. HASMUKH KANTILAL PATEL]

Pan No. AHLPP6473C & Aadhar No. 5639 7004 7430]

Signature : _____]





The Developers

In presence of .....

1. Vishram Mulay Signature :- Vishram Mulay

2. Shyamsunder Ketkar Signature :- _____



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THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of ***N.A.*** land bearing ***Survey No. 62 Hissa No. 9/1 (Part)*** *and* ***Survey No. 44 Hissa No. 1/2*** admeasuring about ***447 Sq. Mtrs. Out of 776.59 Sq. Mtrs*** in aggregate which is equivalent to ***533 Sq. Yards*** with corresponding ***City Survey No. 10015/अ*** admeasuring about ***447 Sq. Mtrs.*** situated at Revenue Village - **Gajbandhan Patharli,** in Taluka - **Kalyan,** District - **Thane,** within the limits of ***Kalyan - Dombivali Municipal Corporation*** and within the ***Registration District- Thane*** and ***Sub-District Kalyan*** with a structure of existing building having Ground + 3 Upper Floors, containing **13 existing flats** and a **garage** known as ***"Manorama Co-operative Housing Society Ltd."***standing thereon, and bounded as follows:-

Towards East	:	**By Sant Namdeo Cross Road.**
Towards West	:	**By Immoveable property bearing Dombivli City Survey No. 10009 to 10010.**
Towards South	:	**By the property Dombivli City Survey No. 10007.**
Towards North	:	**By Immoveable property belonging to Dr. Sadaphal bearing Dombivli City Survey No. 10016**

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