

369/7025

पावती

Original/Duplicate

Tuesday, April 11, 2023

नोंदणी क्र.: 39म

5:36 PM

Regn.: 39M

पावती क्र.: 7916 दिनांक: 11/04/2023

नावाचे नाव: पाटकोपर

दस्तावेजाचा अनुक्रमांक: करन-1-7025-2023

दस्तावेजाचा प्रकार: विकसनकारिता

मादर करणाऱ्याचे नाव: मेमर्य श्री धाम देव्हलपर्व तर्फे भागीदार वर्धमान सिपाही

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3040.00

पृष्ठांची संख्या: 152

DELIVERED

एकूण:

रु. 33040.00

आपचाम मूळ दस्त, धंबनेल शिट, सूची-२ अंदाजे
5:49 PM ला क्लेस मिलेल.सह. दुय्यम निबंधक
कुर्ला-१ (वर्ग-२)

वाजार मूल्य: रु. 102908000/-

मोबदला रु. 124838000/-

भरलेले मुद्रांक शुल्क : रु. 6340755/-

- 1) देयकाचा प्रकार: DHC रकम: रु. 1700/-
सीडी/घनादेश/पे ऑर्डर क्रमांक: 1104202313869 दिनांक: 11/04/2023
विक्रेते नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रकम: रु. 1340/-
सीडी/घनादेश/पे ऑर्डर क्रमांक: 0604202313259 दिनांक: 11/04/2023
विक्रेते नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रकम: रु. 30000/-
सीडी/घनादेश/पे ऑर्डर क्रमांक: MH000433141202324E दिनांक: 11/04/2023
विक्रेते नाव व पत्ता:





CHALLAN
MTR Form Number-6



GRN	MH000433141202324E	BARCODE			Date	11/04/2023-13:13:37	Form ID	
Department Inspector General Of Registration				Payer Details				
Registration Fee				TAX ID / TAN (If Any)				
Type of Payment Ordinary Collections IGR				PAN No.(If Applicable)				
Office Name KRL1_JT SUB REGISTRAR KURLA NO 1				Full Name		SHREEDHAM DEVELOPERS		
Location MUMBAI				Flat/Block No.		CTS NO.184,BLDG NO.90		
Year 2023-2024 One Time				Premises/Building		PANT NAGAR,GHATKOPAR EAST		
Account Head Details			Amount In Rs.		Road/Street			
0030063301 Amount of Tax			30000.00		Area/Locality MUMBAI			
					Town/City/District			
					PIN 4 0 0 0 7 5			
					Remarks (If Any)			
					SecondPartyName=SUNSHINE CHS LTD--			
					<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>करल - १</p> <p>६०२५ १ १५२</p> <p>२०२३</p> </div>			
			Amount In Words		Thirty thousand Rupees Only			
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK				
Cheque/DD Details				Bank CIN	Ref. No.	00040572023041130254	IK0CERMPW0	
Cheque/DD No.				Bank Date	RBI Date	11/04/2023-13:24:14	Not Verified with RBI	
Name of Bank				Bank Branch		STATE BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		



Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
नोंदणी करदात्याच्या दस्तऐवजाची नोंदणी करायला याचलाने वापर करता येईल. नोंदणी न करायला याचलाने वापर करता येईल.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-359-7025	0000229176202324	11/04/2023-17:38:21	IGR197	30000.00
Total Defacement Amount					30,000.00



Print Date 12-04-2023 12:52:55



CHALLAN
MTR Form Number-8



GRN	MH000433141202324E	BARCODE	11042023131337		Date	11/04/2023-13:13:37	Form ID
Department				Inspector General Of Registration			
Registration Fee				Payer Details			
Type of Payment				Ordinary Collections IGR			
Office Name				KRL1_JT SUB REGISTRAR KURLA NO 1			
Location				MUMBAI			
Year				2023-2024 One Time			
Account Head Details				Amount in Rs.			
0030063301 Amount of Tax				30000.00			
Flat/Block No.				CTS NO.184,BLDG NO.90			
Premises/Building				PANT NAGAR,GHATKOPAR EAST			
Road/Street				MUMBAI			
Area/Locality				MUMBAI			
Town/City/District				MUMBAI			
PIN				4 0 0 0 7 5			
Remarks (If Any)				SecondPartyName=SUNSHINE CHS LTD-			
Amount in				Thirty Thousand Rupees Only			
Words				3023			
Payment Details				STATE BANK OF INDIA			
Cheque/DD Details				FOR USE IN RECEIVING BANK			
Bank CIN				Ref. No.			
00040572023041130254				K0CERMPM0			
Bank Date				RBI Date			
11/04/2023-13:24:14				Not Verified with RBI			
Name of Bank				STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date			
				Not Verified with Scribble			

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered documents.

खदर चालन केवल मुख्य निबंधक कार्यालयों में ही दर्ज किया जा सकता है। नोटरीयल दस्तावेजों के लिए यह वैध नहीं है।





Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0604202313259

Receipt Date 12/04/2023

Received from self, Mobile number 9000000000, an amount of Rs.1340/-, towards Document Handling Charges for the Document to be registered on Document No. 7025 dated 11/04/2023 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

DEFACED

₹ 1340

DEFACED

Payment Details

Bank Name HDFC

Payment Date 06/04/2023

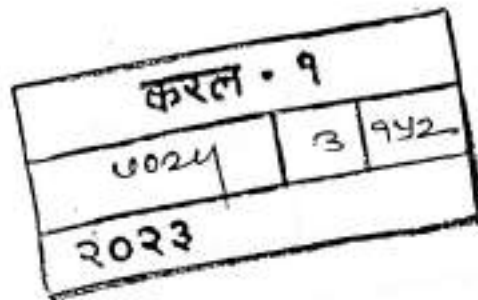
Bank CIN 10004152023040612294

REF No. 230969318596

Deface No 0604202313259D

Deface Date 11/04/2023

This is computer generated receipt, hence no signature is required.





Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 1104202313869

Receipt Date 11/04/2023

Received from self, Mobile number 0980000000, an amount of Rs. 1700/-, towards Document Handling Charges for the Document to be registered on Document No. 7025 dated 11/04/2023 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

DEFACED

₹ 1700

DEFACED

Payment Details

Bank Name HDFS

Payment Date 11/04/2023

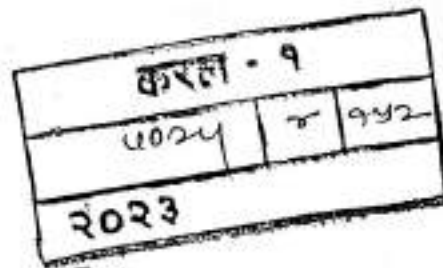
Bank CIN 10004152023041112995

REF No. 231012786830

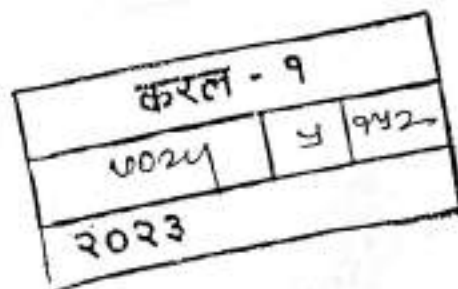
Deface No 1104202313869D

Deface Date 11/04/2023

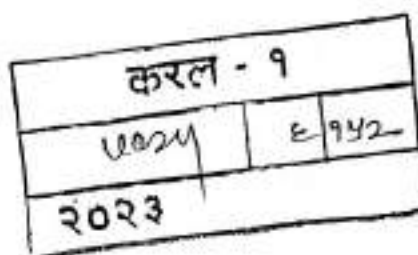
This is computer generated receipt, hence no signature is required.



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 1104202313869	Date 11/04/2023
Received from self, Mobile number 09800000000, an amount of Rs.1700/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name HDFC	Date 11/04/2023
Bank CIN 10004152003041112995	REF No. 231012786030
This is computer generated receipt, hence no signature is required.	



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0604202313259	Date 06/04/2023
Received from self, Mobile number 9000000000, an amount of Rs.1340/-, towards Document Handling Charges for the Document to be registered (iSARITA) in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name HDFC	Date 06/04/2023
Bank CIN 10004152023040612294	REF No. 230969318596
This is computer generated receipt, hence no signature is required.	



मुद्रांक जिल्हाधिकारी, कुर्ला यांचे कार्यालय

तलमजला, नविन प्रशासकीय इमारत, आर.सी. मार्ग, चेंबूर मुंबई-७१

जा.क्र/ मुजीकु / आदेश / १५१६ / २३

दि. १०/०४/२०२३

(महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या कलम ३१ खालील कार्यवाही)

निर्णय

उपरोक्त अभिनिर्णय प्रकरण क्रमांक ADJ/173/2023/K, M/S. Shree Dham Developers यांनी दिनांक २७/०३/२०२३ रोजी Development Agreement चा दस्त अभिनिर्णयाकरीता सादर केलेला आहे. सदर दस्तातील तपशिल खालील प्रमाणे

Particulars	Description
Date of execution	Unexecuted
Type of Document	Development Agreement
The Society	The PantNagar Sunshine CHS. Ltd.
The Developer	M/S. Shree Dham Developers
Detail of the Property	
Village	Ghatkopar
Taluka	Kurla
Plot Area	777.47 sq.mt
C.T.S No	184
Zone 2022/23	102/483 - Village - Ghatkopar
Rate per sq.mt	
Land Rate	Rs. 78,640/-
Const. Cost	Rs. 30,250/-
Resi. Rate	Rs. 1,47,730/-

करल - १

१००२४

२०२३

संबंधित दस्ताबाबत सहाय्यक नगर रचनाकार यांनी खालील प्रमाणे अहवाल सादर केला आहे.

अभिनिर्णयाकरीता प्राप्त झालेला उपरोक्त दस्त हा Development Agreement निष्पादित झालेला नाही. दस्ताचे अवलोकन केले असता असे दिसून येते की, दस्ता नुसार भुखंडाचे एकूण क्षेत्र ७७७.४७ चौ.मी आहे. त्यावर सोसायटीची जुनी इमारत असून त्यामध्ये एकूण ३२ सभासद आहेत. सोसायटी सदर दस्ताद्वारे सदर मिल्कतीचे विकसनाचे देत आहे. दस्तात नमुद केल्यानुसार सभासदाच्या ताब्यात एकूण ११६२.३६ चौ मी क्षेत्र असून सदर सदनिकेच्या मोबदल्यात विकासक नविन इमारतीमध्ये सभासदास २६०२.५२ चौ मी बाधिव क्षेत्र विनामुल्य देणार आहे, तसेच १६ कार पार्किंग देणार आहे. दस्तात नमुद केल्यानुसार विकासक सभासदाना भाडे, बॉकरेज व शिफ्टिंग चार्जेस इत्यादी देणार असल्याचा उल्लेख आहे.

दस्तासोबत अर्जदार यांनी बृहन्मुंबई महानगरपालीकेचा D P Remarks व त्यासोबत असलेला block Plan जोडलेला असून त्यात नमुद केल्यानुसार सदर भुखंडास १२.२ मी रुंदीचे अस्तित्वातील रस्ते असून त्या अनुषंगाने प्रचलित मार्गदर्शक सुचना क्रमांक ३२ विचारात घेणे आवश्यक आहे.

सदर प्रकरणी म्हाडा यांचे कडून म्हाडा ऑफर लेटर प्राप्त झालेले नसल्यामुळे सदरस्थितीत बृहन्मुंबई महानगरपालिका सुधारीत विकास नियंत्रण नियमावली -२०३४ मधील नियम क्रमांक ३३(५) नुसार अनुज्ञेय असलेला FSI विचारात घेवून मुल्यांकन करण्यात येत आहे. म्हाडा यांचे कडून भविष्यात ऑफर लेटर प्राप्त झाल्यानंतर व त्यामध्ये FSI मध्ये वाढ झाली असल्यास वाढीव FSI नुसार हिशोबित होणा-या मुद्रांक शुल्काच्या अनुषंगाने पुढील कार्यवाही करण्यात येईल असे दस्तातील पृष्ठ क्रमांक ६ परी, ६ मध्ये नमुद केले आहे



Area of plot	1024	5	742
FSI permissible			
Permissible area	2643		
Buildable FSI		2418.51	X

Security Flat Value Rs. 1,97,70,557/-
 $1200 \times 1.2 / 10.76 \times 147730$ Say Rs. 1,97,71,000-

वरील प्रमाणे दस्तातील मिळकतीचे मोबदला रक्कम 12,48,38,000/- हे बाजारमूल्य मूल्य Rs. 10,29,08,000/- जास्त असल्याने ते बाजारमूल्य रक्कम 12,48,38,000/- (Rupees Twelve Crore Fourty

Eight Lac Thirty Eight Thousand Only) ग्राह्य घरून त्यावर मु.शु. आकारणे योग्य वाटते,
त्यानुसार मुद्रांक शुल्क आकारणी खालीलप्रमाणे

M.V.	Article	Stamp Duty
Rs. 12,48,38,000/-	5(g-a)	Rs. 62,41,900/-
Security Flat Value	54	RS. 98,855/-
Rs. 1,97,71,000/-	Total	Rs.63,40,755/-

सदर सहाय्यक नगर रचनाकार यांचे अहवालानुसार अर्जदार यांस दि. ०३/०४/२०२३ रोजी मुद्रांक शुल्का बाबतचे अंतरीम आदेश देण्यात आले होते. त्या अंतरीम आदेशाच्या M/S. Shree Dham Developers यांनी रोजी दि. ०५/०४/२०२३ चे पत्रान्वये M/S. Shree Dham Developers सदर मुद्रांक शुल्क मान्य असून त्याबाबत कोणताही आक्षेप नसल्याचे कळविले आहे.

करीता मी श्री हरिश्चंद्र बा. पाटील मुद्रांक जिल्हाधिकारी, कुर्ला मला प्राप्त झालेला खालील प्रमाणे आदेश पारित करत आहे.

अंतिम आदेश

- अभिनिर्णयाकरीता सादर केलेल्या दस्तास महाराष्ट्र मुद्रांक अधिनियम १९५८ च्या कलम ३२-अनुच्छेद ५(ग-अ), ५४ नुसार मुद्रांक शुल्क रु. ६३,४०,७५५/- देय असल्याबाबत जमा केलेला अंतिम आदेश दि. ०३/०४/२०२३ अन्वये आदेश पारित करण्यात आले होते. त्यास अनुसरून मुद्रांक शुल्काचा भरणा कोणत्याही आक्षेपाविना पक्षकार यांनी केला असल्याने दि. १०/०४/२०२३ रोजी विरूपित केलेल्या चलना वरून दिसून येत असल्याने दि. ०३/०४/२०२३ रोजीचा अंतरीम आदेश हा अंतिम आदेश म्हणून कायम करण्यात येत आहे.
- प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करतांना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणातील कोणताही व्यवहार बेकायदेशीर असल्यास तो कायदेशीर होणार नाही व कोणताही नोंदणीकृत असल्यास ते अधिकृत होणार नाही ह्याबाबतची सर्व जबाबदारी संबंधीत पक्षकारांची राहिली. कोणताही अथवा मुद्रांक जिल्हाधिकारी, कुर्ला हे जबाबदार राहणार नाहीत.
- एकुण पाने १ ते ९९ आहेत. दस्तातील नमुद सर्व Annexure तसेच अनुषंगीक कागदास सादर केलेल्या असल्याने चनविण्यात येत आहे.
- सदरील आदेशातील बाजारमुल्याबाबत म. मु. अ १९५८ च्या कलम ३२ - व नुसार अर्जदारावयाची असल्याने आदेशाच्या दिनांका पासून ६० दिवसांच्या आत मा. अपर मुद्रांक नियंत्रक मुंबई प्रधान मुद्रांक नियंत्रक, नगरपालिका फोर्ट मुंबई-०१ यांचे समक्ष करता येईल.

सदर अंतिम आदेश हे महाराष्ट्र मुद्रांक अधिनियम १९५८ चे कलम ५३ अन्वये अधिन राहिलेला असून येत आहे, याची नोंद घ्यावी.

(हरिश्चंद्र पाटील)

मुद्रांक जिल्हाधिकारी कुर्ला.

प्रति	M/S. Shree Dham Developers
पत्ता	1201, Universal Majestic, Ghatkopar Mankhurd Link Road, Chembur, Mumbai -43
प्रत	सह दुय्यम निबंधक कुर्ला कार्यालय क्र.१/२/३/४/५
Signature	
Name of authorized person	



करल - १		
1024	90	942
२०२३		





CHALLAN
MTR Form Number-6



GRN	MH000206367202324E	BARCODE	Date		05/04/2023-15:41:48	Form ID
Department			Inspector General Of Registration			
Non-Judicial Stamps			Payor Details			
Type of Payment			Duty on Doc Voluntarily brought for adjudicatin SoS			
Office Name			CSK_COLLECTOR OF STAMPS KURLA		Full Name	
Location			MUMBAI		SHREE DHAM DEVELOPERS	
Year			2023-2024 One Time		Flat/Block No.	
Account Head Details			Amount In Rs.		Premises/Building	
0030050801 Amount of Tax			6340755.00		Road/Street	
					Area/Locality	
					Town/City/District	
					PIN	
			Remarks (If Any)			
			ADJ/1100901/173/2023/K			
			Amount In			
			Sixty Three Lakh Forty Thousand Seven Hundred			
			Words			
			y Five Rupees Only			
Payment Details			STATE BANK OF INDIA			
Cheque/DD Details			FOR USE IN RECEIVING BANK			
Cheque/DD No.			Bank CIN	Ref. No.	00040572023040552790	K0CEM6ZD4
Name of Bank			Bank Date	RBI Date	05/04/2023-03:42:34	Not Verified with RBI
Name of Branch			Bank-Branch		STATE BANK OF INDIA	
			Scroll No. , Date		56 , 06/04/2023	

Department ID : Mobile No. : 9819017714
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
खट्ट घलन फेवळ दुख्यन निवशक कायलिकात नोदणी करावयाच्या दस्तावादी लागू आहे. नोदणी न करावयाच्या दस्तावादी खट्ट घलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1		0000180355202324	10/04/2023-16:09:14	IGR241	6340755.00
Total Defacement Amount					63,40,755.00



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४०२५	१२	१५२
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7/5/23

GRN No :- MH000205367202324E - Dt. 05/04/2023

Deface No :- 0000180355202324 - Dt. 10/04/2023

करल - ९		
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Certificate under 7 (1) of the Bombay

Stamp Act, 1958

Office of the

Collector of Stamps, Kurla

ADJ No. 1100901/173/23/K/308

Date: 10/04/2023

Received from shri. M/S. Shree Dham Developers

Residing at

Stamp duty of Rs. 6340755/- Sixty

Three Lacs Forty Thousand Seven Hundred Fifty Five only

Wide challan No. 9795 Dated 05/04/2023

Certified under Section 32 (1) (a) of the

Bombay Stamp Act, 1958 that the full duty

Of Rs. 6340755/- Sixty Three Lacs Forty Thousand Seven Hundred

With Which this instrument is chargeable

Has been paid under article No. 5(9-a), 54

Of Schedule

This Certificate is subject to the provisions

Of section 53-A of Bombay Stamp Act, 1958

Place: Kurla

Date: 10/04/2023

Collector of Stamps

Kurla

V :- RS. 124838000/- +

Security Flat Value

RS. 19771000/-

M.V :- RS. 102908000/-

Area :- 777.47 Sq. Mtr



ई प्रमाणित "मुद्रांक शुल्क अधिनियम १९५८ अन्वये अस्तित्वात निम्नान्वये निर्दिष्ट केसोले आहे. पहिले उपलब्ध नोंदणीतले नोंदणी अधिक-पलमोर दाखल दाखल, नोंदणी अधिनियम १९०८ च्या अधिनियमद्वारे तरतुदी मुद्दाम नोंदणी अधिनियम वल नोंदणीची परीक्षणी कराला."

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into at Mumbai on this 11th day of April 2023, BETWEEN THE PANTNAGAR

SUNSHINE CO-OPERATIVE HOUSING SOCIETY LTD., a Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under registration No. BOM/HSG/7799, dated 10/02/1982, and having its address at Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai - 400 075 through hereinafter referred to as "SOCIETY". (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its successors, administrators, and permitted assignees) OF THE FIRST PART;

AND



[Signature]

[Signature]

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करल - १	
Ground Floor - Flat no 2675	Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400 075
2023	

(1) HYME DANIEL & HYGE MATHAI, adults of Mumbai Indian Inhabitant residing at Ground Floor - Flat no 2675, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "**First Member**"),

(2) TARANATH SUNDER HEJMADI, an adult of Mumbai Indian Inhabitant residing at Ground Floor - Flat no 2676, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "**Second Member**"),

(3) MEGHMALA PRAMOD DAKUA, an adult of Mumbai Indian Inhabitant residing at Ground Floor - Flat no 2677, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "**Third Member**"),

(4) ANAGHA ANIL SALKAR, MAHENDRA MUKUND SALKAR, HEMANGI HARISHCHANDRA PARAB, & AMBAJI MUKUND SALKAR, adults of Mumbai Indian Inhabitant residing at Ground Floor - Flat no 2678, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai- 400 075(hereinafter referred to as "**Fourth Member**"),

(5) PREMA ANANDA SHETTY an adult of Mumbai Indian Inhabitant residing at Ground Floor - Flat no 2679, Building No.90, Pant Nagar, Ghatkopar (East), Mumbai- 400075 (hereinafter referred to as "**Fifth Member**"),

(6) ANANTOSH SANKAR TAWADE, an adult of Mumbai Indian Inhabitant residing at Ground Floor - Flat no 2680, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "**Sixth Member**"),

(7) ASHA KACHINGANATH DOKE, an adult of Mumbai Indian Inhabitant residing at Ground Floor - Flat no 2681, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "**Seventh Member**"),

(8) KATTA NAGAVENI BHUSHAN, an adult of Mumbai Indian Inhabitant residing at Ground Floor - Flat no 2682, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "**Eighth Member**"),

(9) ALPA VIPUL PAREKH, an adult of Mumbai Indian Inhabitant residing at First Floor - Flat no 2683, Building No.90, Pant Nagar, Ghatkopar (East), Mumbai-400 075(hereinafter referred to as "**Ninth Member**"),

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(10) SHIRISHKUMAR NEMCHAND SHAH & JYOTSNA SHIRISHKUMAR SHAH, adults of Mumbai Indian Inhabitant residing at First Floor - Flat no 2684, Building No.90 ,Pant Nagar, Ghatkopar (East), Mumbai-400075 (hereinafter referred to as "Tenth Member"),

(11) MILIND PANDURANG SAKPAL, AVINASH PANDURANG SAKPAL & SHOBHA NARENDRA SAKPAL, adults of Mumbai Indian Inhabitant residing at First Floor - Flat no 2685, Building No.90, Pant Nagar, Ghatkopar (East), Mumbai-400075(hereinafter referred to as "Eleventh Member"),

(12) DIPAK DATTARAM GADE, an adult of Mumbai Indian Inhabitant residing at First Floor - Flat no 2686, Building No.90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "Twelfth Member"),

(13) SUSHILA SAKHARAM KARANDE, an adult of Mumbai Indian Inhabitant residing at First Floor - Flat no 2687, Building No.90 ,PantNagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "Thirteenth Member"),

(14) MEERA GAJANAN KOTNIS, an adult of Mumbai Indian Inhabitant residing at First Floor - Flat no 2688, Building No.90, Pant Nagar, Ghatkopar (East), Mumbai-400 075(hereinafter referred to as "Fourteenth Member")

(15) KANCHANGAURI DHANESH SHAH, an adult of Mumbai Indian Inhabitant residing at First Floor - Flat no 2689, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400 075(hereinafter referred to as "Fifteenth Member"),

(16) SUNITA PANDURANG PATIL, an adult of Mumbai Indian Inhabitant residing at First Floor - Flat no 2690, Building No.90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "Sixteenth Member"),

(17) SHARADA SHANKAR TAWADE & SATISH SHANKAR TAWADE, adults of Mumbai Indian Inhabitant residing at Second Floor - Flat no 2691, Building No.90, Pant Nagar, Ghatkopar(East),Mumbai-400 075 (hereinafter referred to as "Seventeenth Member"),



करल - १	
(18) RAMESH CHANDRA	PANTH, an adult of Mumbai Indian Inhabitant residing at
0024 9892	Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400
2023	Second Floor - Flat no 2692, (hereinafter referred to as "Eighteenth Member").

(19) RAJESH KAMLA KAR DESHMUKH, an adult of Mumbai Indian Inhabitant residing at Second Floor - Flat no 2693, Building No.90, Pant Nagar Ghatkopar (East), Mumbai-400 075(hereinafter referred to as "Nineteenth Member"),

(20) AJIT RAMCHANDRA JADHAV & ARUN RAMCHANDRA JADHAV, adults of Mumbai Indian Inhabitant residing at Second Floor - Flat no 2694, Building No.90, Pant Nagar, Ghatkopar (East). Mumbai-400 075 (hereinafter referred to as "Twentieth Member"),

(21) NAGESH RAMAPPA SANIL, an adult of Mumbai Indian Inhabitant residing at Second Floor - Flat no 2695, Building No.90, Pant Nagar, Ghatkopar (East), Mumbai- 400 075 (hereinafter referred to as "Twenty First Member"),

(22) SHANKAR DINKAR SANE an adult of Mumbai Indian Inhabitant residing at Second Floor - Flat no 2696, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400075 (hereinafter referred to as "Twenty Second Member"),



(23) MAHENDRA ATMARAM MORE, VRUSHALI RAVINDRA JADHAV, POOJA RAMESH JADHAV, ANURADHA MOHAN MORE & VIJAY ATMARAM MORE, adults of Mumbai Indian Inhabitant residing at Second Floor - Flat no 2697, Building No.90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "Twenty Third Member"),

(24) NAMRITA ASHOK PATIL, ANANDA RAGHUNATH PATIL & ARTINIVRUTTI SHEWALE, adults of Mumbai Indian Inhabitant residing at Second Floor - Flat no 2698, Building No.90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "Twenty Fourth Member"),

(25) KISHORE APPU SHETTIGAR, an adult of Mumbai Indian Inhabitant residing at Third Floor - Flat no 2699, Building No.90, Pant Nagar, Ghatkopar (East), Mumbai-400075 (hereinafter referred to as "Twenty Fifth Member"),

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 - A signature that appears to be "Ravi" or "Ravi" with a flourish.
 - A signature that appears to be "Ravi" or "Ravi" with a flourish.

करल - १	
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(26) JIGAR RAMESHCHANDRA SHAH & PHALGUNI JIGAR SHAH, adults of Mumbai Indian Inhabitant residing at Third Floor - Flat no 2700, Building No.90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "Twenty Sixth Member"),

(27) DARSHANA JAGDISH JADHAV & JAGDISH RAJARAM JADHAV, adults of Mumbai Indian Inhabitant residing at Third Floor - Flat no 2701, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400 075(hereinafter referred to as "Twenty Seventh Member"),

(28) NALIN VRAJLAL DOSHI, an adult of Mumbai Indian Inhabitant residing at Third Floor - Flat no 2702, Building No.90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "Twenty Eighth Member"),

(29) RAVIKANT BHAGWAN KADAM, an adult of Mumbai Indian Inhabitant residing at Third Floor - Flat no. 2703, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400 075(hereinafter referred to as "Twenty Ninth Member"),

(30) SHASHIKANT PUNDLIK GAIKWAD, an adult of Mumbai Indian Inhabitant residing at Third Floor - Flat no 2704, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai- 400 075(hereinafter referred to as "Thirtieth Member"),

(31) JATIN CHHOTALAL AJMERA & RAJIV CHHOTALAL AJMERA, Mumbai Indian Inhabitant residing at Third Floor - Flat no 2705 , Building No.90 ,Pant Nagar, Ghatkopar (East), Mumbai-400 075(hereinafter referred to as "Thirty First Member") and

(32) LAKHAMSHI BHAVANJI PARMAR, an adult of Mumbai Indian Inhabitant residing at Third Floor - Flat no 2706, Building No. 90, Pant Nagar, Ghatkopar (East), Mumbai-400 075 (hereinafter referred to as "Thirty Second Member") (hereinafter collectively referred to as "Members") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors administrators and assigns) of the **SECOND PART**

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AND

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Pages	5 99

SHREE DHAM DEVELOPERS, a registered Partnership firm, duly formed under the provisions of Indian partnership Act, 1932, under Registration No.BA/107088 dated 26/09/2012 having its registered office at 1201, Universal Majestic, Ghatkopar Mankhurd Link Road, Chembur, Mumbai-400043, through it's Partners, **SHRI. VARDHMAN SINGHVI AND SHRI. RAHUL RAWAL**, hereinafter referred to as the "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its Partner/s, executors, administrators, successors and assignees of Partner/s and executors, administrators, successors and assignees/legal heirs of last surviving Partner) **OF THE THIRD PART;**

WHEREAS:-

- a) The Maharashtra Housing And Area Development Authority, a Statutory Authority, constituted under the Maharashtra Housing and Area Development Act, 1976, having its office at Griha Nirman Bhavan, Kala Nagar, Bandra (E), Mumbai, (hereinafter referred to as "MHADA") had pursuant to scheme, introduced by Government of India, build buildings for Construction and Allotment of tenements on Ownership basis.



MHADA had built a Building No. 90, comprising of 32 numbers of tenements on a plot of +3 floors in which all 32 are residential premises on the Land bearing Survey No. 136-A, C.T.S. No.184 of Pant Nagar, Village Ghatkopar Kiroli, Taluka - Kurla, Ghatkopar (East), Mumbai - 400 075, (hereinafter referred to as the "said plot" and Building no. 90 is hereinafter referred to as "said Building"), more particularly described in the Schedule hereunder written, for housing persons belonging to L.I.G. as provided in its scheme and allotted the said 32 tenements in that building to 32 numbers of individual allottees. The said plot along with said building is hereinafter collectively referred to as "The said property";

- c) The said 32 allottees have formed themselves into a Co-operative Housing Society called as the **PANTNAGAR SUNSHINE CO- OPERATIVE HOUSING SOCIETY LTD.**
- d) By Indenture of Lease dated 01/04/1980 entered by and between Maharashtra Housing and Area Development Authority (MHADA), being the Lessor therein and

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the Society herein, being the Lessee therein, the said Lessor leased the said plot of land, more particularly described in the Schedule hereunder written, for period of 99 years, commencing from 01/04/1980 on rent and terms and conditions, more particularly mentioned in the said Lease Deed to the Society. The said Indenture of Lease is registered with the office of Sub-Registrar of Assurances, Mumbai.

- e) By the Deed of Sale dated 08/01/1987 entered by and between the Maharashtra Housing and Area Development Authority, (MHADA), being "The Authority" therein and PANTNAGAR SUNSHINE CO- OPERATIVE HOUSING SOCIETY LTD. herein, being "The Society" therein, the said Authority sold and/or conveyed its right, title and interest in said Building to the Society herein, on terms, conditions and covenants therein appearing. The said Deed of Sale is registered with the office of Sub-Registrar of Assurance-Bandra, Mumbai, under Sr. No. 7799.
- f) The Society is thus absolutely seized and possessed and/or otherwise well and sufficiently entitled to the said land and the building as aforesaid as owner.

REDEVELOPMENT PROCESS:

- g) The said building is now in dilapidated condition and has been declared as unfit for habitation by MHADA/BMC.
- h) The said society entered into development agreement dated 24/03/2011, registered with the sub registrar of assurances vide registration no. BDR/15/2011, executed between the said society of one part and M/s Rashmi Housing Private Limited (hereinafter referred to as "the said previous Developers") of the other part, the said society had granted development rights to the said previous developers to redevelop the said property. The said society had also executed a power of attorney dated 24/03/2011 in favour of the said previous Developers for the purpose of redevelopment of the said property.
- i) The said previous developers could not perform his part of obligation toward the redevelopment of the said society, even after several opportunities being provided over a period of more than ten years by the said society. The said previous developers, on grounds of gross non-performance was terminated as a Developers by the special general body meeting held on 30/12/2019 and the same was accordingly conveyed to



[Signature]

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करल - १	
10024	M/s. Rashmi Housing PVT LTD
2023	Termination dated 11/01/2020

PVT LTD previous Developers herein vide notice of termination dated 11/01/2020 through societies Advocate Mrs. Rekha Shinde. Similarly, the power of attorney dated 24/03/2011 has also been revoked, public in general were informed vide notice dated 15/03/2021, published in the Navshakaj (Marathi daily newspaper) & Free Press Journal (English daily newspaper) on 15/03/2021.

j) The members of the Society, at their Special General Body Meeting dated 30/12/2009, resolved to redevelop the said property and construct new building in place of old dilapidated existing building, availing maximum FSI/TDR and/or layout FSI as may be available in accordance with various Government directives including directive dated 03/01/2009 issued under section 79A of Maharashtra Co- Operative Societies Act - 1960.

k) Some members of the Society are not in sound financial position to shell out the huge sum of money for redevelopment and hence it was decided in the Special General Body Meeting dated 30/12/2019, to invite proposals from reputed builders and developers to develop the Society's building, by utilizing existing FSI of the said plot



also the F.S.I., which may be available in form of tit-bit and Layout F.S.I. to be utilized by MHADA on pro-rata basis and as per New DCR regulation as amended up to date. Considering the maximum Plot potential, the FSI available on the Plot, the Fungible FSI available on the Plot and any other permissible FSI as per rules and regulations of the Competent Authority applicable on the said property for the Development purpose and shall give unto the existing members of the Society, new allotment of cost on Ownership basis, as more particularly stated hereinafter.

l) In the Special General Body Meeting held on 17/03/2021, the offer received from the Developers viz. **SHREE DHAM DEVELOPERS**, was found most suitable and the same was accepted by the Special General Body with negotiations and modifications of some clause and amenities as mentioned in the Offer unanimously.

m) Further, the Resolution passed in Special General Body Meeting held on 30/12/2019, authorized its Managing Committee to take necessary steps and to execute necessary papers, Agreement, Power of Attorney and documents on behalf of the Society in

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favour of the Developer.

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- n) Pursuant to the said Resolution dated 17/03/2021, passed by special general body meeting, unanimously decided to appoint the Developers, for the purpose of Redevelopment of the said property Accordingly, the General Body issued appointment Letter to **SHREE DHAM DEVELOPERS**, on 17/03/2021 which was duly accepted by the Developer.
- o) Majority Members of the Society have consented to the proposed Re- Development of the said property.
- p) Registrar's meeting was held on 17/03/2021 and 28 no. of present member has given approval.
- q) Pursuant to the said offer of the Developer and acceptance thereof by the Society and pursuant to the Resolution dated 17/03/2021 passed by the Society in its Special General Meeting held on 17/03/2021 the Society issued Letter of Acceptance in favour of the Developer to redevelop the said Property by demolishing the existing Building standing on the said Plot and constructing a New Building thereon as per the plans and specifications as may be sanctioned by Municipal Corporation of Greater Mumbai (Competent Authority)/MHADA as per the provisions of the C. Regulations on the terms and conditions set out hereinafter;
- r) Demarcation Certificate would be issued by the Board at the request of the previous one is enclosed herewith;



NOW THIS DEVELOPMENT AGREEMENT WITNESS THAT IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: (SAID AGREEMENT WILL BE REGISTERED UNDER REGISTRATION ACT, 1908)

1. That the Society hereby entrust the entire development rights of the said plot, admeasuring 777.47sq. meters as per the lease deed executed with MHADA, along with all tit-bit areas as and when allowed by MHADA as per their layout policy by MHADA Authorities, unto the Developers for the purpose of Redevelopment of the said building on the terms and conditions hereinafter appearing.

[Signature]

[Signature]

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2. The Society and its members have duly performed all their obligations as laid down by MHADA, Competent Authority, local authorities, Government Agencies as well as by the statute so far. It is further agreed and declared by the society that they have complied with all terms and conditions of lease and if there are any outstanding payments on society either by MHADA or by any other Statutory Authority then the same shall be borne and paid by the developer. However if any terms of said lease deed and /or deed

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of sale and/or any other statute is found to have been breached or due for compliance (whether intentional /not intentional), the society will rectify/comply with the same at Developers' costs without any delay or default as and when called upon by the Developers in this behalf.

3. Prior to the execution of this presents, the Society has provided Inspection of all the documents of title relating to the said Property in possession or control of the Society. to the Developers for examination and investigation of the title of the Society to the said Property. Developer is satisfied with the title of the society. Neither Society nor the Members have created encumbrances of any nature whatsoever, including by way of mortgage, charge, lien, exchange, lease, sub-lease, license or tenancy in respect of the said property or any part thereof, in favour of any third party and agrees to save and keep indemnified the Developers from and against any charge claim / objection. Despite of above clarifications, if any such charge claim, encumbrance or any third party right or interest arises in the said property or arises contained therein, then the Society shall remove or cause removal of the same at the Developers' costs. The Developers if required shall administer the requisitions on the Society's title to the said Property, and the society will reply to the requisitions. The society shall make out a clear and marketable title to the said property. Furthermore, if the development work is obstructed/ hindered/stopped by any objection and/or any legal impediment by member and/or any person claiming through any member then in such case, the Society shall clear the same at the cost and help of developer.



4. It is hereby specifically agreed by the Society that save and except the 32 members who are parties of the second part; there are no any/other person or persons in the Society.
5. The parties here to agree and confirm that new Bldg. shall be designed & constructed strictly for residential purpose and not commercial purpose.

Signature

Signature *Signature*

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AREA OFFERED:

6. In consideration of Society authorizing the Developers to redevelop the said plot, more particularly described in the Schedule hereunder written, the Developers shall allot to each 32 members of the Society, a self-contained flat having 551 sq. ft. RERA Carpet Area. The aforesaid rera carpet area does not include balcony. The aforesaid flat shall be allotted free of cost to each member in lieu of their existing flat as per the plan annexed, by availing Plot FSI, available tit-bit areas and Layout FSI, and Govt. of Maharashtra have Published/Notified the New Notification no.: TPB/4313/123/CR-7/2013/UD-11 issued on 08/10/2013 in the official Gazette No. RNI No. MAHBIL/2009/35529 and Reg. No. MH/MR/South-345/2011-13 dated 14/11/2013 to 20/11/2013 of 3.00 FSI policy, and the amenities to be provided by the Developers and approved by the Society. The list of such amenities is annexed hereto as Annexure "II". It is clarified that the RERA Carpet area means area within inner walls including all doors threshold. Carpet area means the area on which carpet can be spread with in the walls. RERA Carpet area shall include the thickness of all inner & and exclude outer walls and balcony of an apartment. The Society herein declare that Society has not obtained MHADA offer letter for Re-Development of the aforesaid Property till date and Developers herein jointly declare and undertake that in case of any FSI granted by MHADA or concerned. development/statutory authority in respect of aforesaid Property in favour of the Society and Developers and as per the aforesaid 3 Principal FSI mentioned in the aforesaid para of the Agreement that event the Developers and Society shall make and execute Supplementary Agreement that respect and Pay stamp duty therein and additional benefits of the mentioned discussed by and between society and developer therein.



BUILDING PLAN

7. The Developers shall construct multistoried building having ground parking, Society Office, servant's toilet, one cabin of security guard, as per guidelines under Development Control Regulations and the Developers agree to accommodate 32 members of the society as per plans freeze mutually. The balance constructed area shall be sale portion for the Developers. In the plan to be approved, the area of the flat to be allotted to each members would be as mentioned in clause

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hereinabove Excluding balcony admeasuring seventy one square feet. (the copy of plan ; annexed herewith). In other words the total area of the flat shall be of Five Hundred Fifty

One Hundred and Seventy One Square Feet balcony area i.e. Total area of flat admeasuring Six Hundred and Twenty One Sq. Ft. to each tenement) free of cost.

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The Society shall get one semi furnished unit as the Society's office admeasuring about 20 sq. mtrs. of Carpet area or as per MHADA/ BMC/ Competent Authority rules and regulations/ guidelines.

9. Clear height of flat would be minimum 9'.2" feet, developer will try for maximum height.
10. It is agreed by and between the parties hereto that, 16 parking spaces shall be allotted to the society bearing parking no. 1 to 16 subject to the approval of competent authority and DCPR 2034 and will be allotted as and when the society decide only to the existing members who have signed the agreement and balance for developers. The Developers shall allot the same to new flat purchasers of sale premises, with an absolute and exclusive right to allot or grant of parking spaces only to the new prospective purchasers, as Developers in their sole discretion may think fit and proper.



Plans to be submitted to the Competent Authority of the entire building (as required to be done) jointly approved by the General Body/ Managing Committee and the Developers. Complete set of approved building layout drawings to be shared with society for record of the society.

The Developer shall have right to amend plans in respect of Society's members flats after obtaining Society's written permission.

BANK GUARANTEE:-

13. The Developer shall give Bank Guarantee of Two 2 BHK flats situated on 1st or 2nd floor admeasuring 1200 sq. ft. carpet area to the society from sale portion of the developer. The society shall release the bank guarantee as under :-
- (i). One, 2BHK flat to be released on completion of 7th slab. (ii). One, 2 BHK flat to be released on occupation certificate.

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HARDSHIP COMPENSATION:-

14. The Developers have agreed to pay compensation for hardship to be borne by existing residential members of Society, of Rs. 8,10,000/- (Rupees Eight Lakh Ten Thousand only) to each member. The same shall be paid by the Developers to each member as follows:-

- Rs. 1,00,000/- (Rupees One Lac only)- within 7 days from registration of Development agreement.
- Rs. 1,00,000/- (Rupees One Lac only)- against the members of the Society vacating their existing flats.
- Rs. 2,00,000/- (Rupees Two Lac only) on completion of Seventh Slab of new building.
- Rs. 4,10,000/- (Rupees Four Lac Ten Thousand Only)- on Completion of the project of the new building and upon the possession of new flat.



The Developers have agreed to pay each member, rent for the purpose of temporary alternate accommodation of their choice, without holding the Developers responsible or liable for the same as follows:-

- The Developers shall pay monthly compensation of Rs. 30,000/- (Rupees Thirty Thousand Only) per month to each member, as rent for a First Year plus Rs. 30,000/- (Rupees Thirty Thousand Only) towards One month's rent as brokerage, from the date of each member handing over vacant and peaceful possession of existing premises in his/her possession. the developer shall pay the advance rent and brokerage as follows

Sr. No.	Rent brokerage	Cheque/RTGS/ amount
1	Advance payment For first 6 months + brokerage	1,80,000 + 30,000 Total amount 2,10,000

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2	Advance payment For second term of 3 months, (The advance Cheque shall be issued at the end of 4 th month (i.e. 7 to 9 months)	90,000
3	Advance payment For Third term of 3 months. (The advance Cheque shall be issued at the end of 6 th month (i.e. 10 to 12 months)	90,000

- ii) On completion of such First Year, the Developers agree to pay a rent of sum of Rs. 31,000 /- (Rupees Thirty One Thousand Only) per month, to each member. This rent will be paid in advance for 6 months than same shall be paid quarterly in advance in lumpsum through Advance PDC.



On completion of such 18 months, the Developers agree to pay a rent of Rs. 31,000 /- (Rupees Thirty One Thousand Only) per month, to each member, for next 6 month grace period. This rent will be paid quarterly in advance in lumpsum through Advance PDC.

On completion 24 months, for further grace period the developer agree to pay a rent of Rs. 32,000/- (Rupees Thirty-Two Thousand Only) per month to each member for the grace period next 12 months This rent will be paid quarterly in advance in lumpsum through Advance PDC.

- v) On completion of thirty-six months, if the project is delayed, then the Developers shall increase rent by 10 % every year, till the possession of the new flat. This rent will be paid quarterly in advance in lumpsum through advance PDC.

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- vi) Shifting Charges of Rs. 10,000/- (Rupees Ten Thousand) per member at the time of the member handing over vacant and peaceful possession of existing premises in his/her possession. It is further decided & agreed that the development shall pay re shifting charges Rs. 10,000/- when the member re shifting to newly construct flat.

16. It is agreed that till the due amount of corpus fund, shifting charges and brokerage charges is either deposited with society or paid to members; the Developers shall not ask the members to vacate their premises.

17. The Developer shall execute and register the Permanent Alternate Accommodation Agreement as per the provisions of the Maharashtra Ownership of Flats Act 1963 or any other relevant act, with individual members incorporating all the terms and conditions accepted by members at the Developer cost, within 30 days of receiving respective C.C. for that particular flat. The list of member is mentioned in the second schedule of the agreement along with existing area as per RERA Act, 2016.

18. If developer fails to any the Hardship compensation as per schedule described above, will be liable to pay 1% Interest for month for delayed.

19. The society hereby grants the Developers and their staff, permission to enter property, for the purpose of development, for following activities viz:

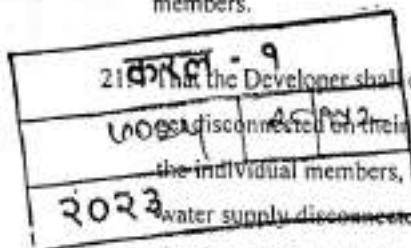
- To carry out the requisite and preparatory development work on the said property.
- Put up the constructions as per the plans duly approved by the Society and same has been approved and sanctioned by the Competent Authority, MHADA

20. Within as per IOA of 30 (Thirty) days from the Developers submitting the sanctioned plan to the Society, the Society shall confirm exact allotment of the New Flats to the Existing Members of the Society. The Developers shall execute and register, Permanent Alternate Accommodation Agreement/with the said Existing Members of the Society for allotment of New Flats under the provisions of the Ownership Act, Within the per IOA of 30 days from the date of receipt of C.C. of the respective floors of the flat allotted to

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members.



21. That the Developer shall carry out the procedure on behalf of members of the Society and shall disconnect on their own cost electric meters, pipe gas connection, etc. belonging to the individual members, and also the Developers on behalf of the members shall get the water supply disconnected and /or comply with the formalities, which are pre-requisites for demolition as well as sanctioning new plans. The Society shall help the Developers and shall do necessary follow up for the same.

22. The Developers shall demolish the existing building and clear the plot at their own costs and shall be entitled to deal and dispose of the debris /salvage for its benefit. The Members, if interested, can remove furniture, fixtures and their belongings etc, from the existing premises at their own costs and efforts within 30 days from the Developers intimation of obtaining IOA along with the true copy thereof from of Competent Authority.

23. It is agreed that members of Society shall vacate the respective premises on receipt of the amount due and payable by the Developers at that stage, to each member of The Society and on receipt of IOA from Competent Authority by the Society. The members of the Society shall have to make own arrangements for their temporary alternative accommodation and shift themselves into the same as aforesaid on receipt of the entire agreed amount by the Developer. Provided, however, if the member/s of the society fails to vacate or neglects to vacate within 30 (Thirty) days from the Date of Intimation by the Developers on receipt of IOA and delivery of the true copy of same to the Society, then in such event, the concerned members shall indemnify cost of Rs. 5,000/- per day towards loss suffered by the Developers for not vacating the premises in stipulated period and Society shall take all measures along with developer at developer cost to get the concerned flat vacated and such amount will be reduced / recovered from individual members corpus or any other amounts payable to them. In case, any member purposely does not vacate in order to stall the project, same shall be recovered from such member.

24. The Members and the Society shall not insist the Developers to carry out any repairs to the existing building on the ground of leakage and seepage of water to the existing building. However if need arises the Developers may erect temporary sheds or temporary

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repair in co-ordination with the requirement of the society.

25. The Society and their members agree and undertake not to put any obstruction to construction activities to be carried on by the Developers aslong as the same are in conformity with Sanctioned Plan by Competent Authority.
26. The society shall execute a Power of Attorney in favour of the Developers to enable them to process the development procedure.
27. The Existing member shall, after such intimation from the Developers as mentioned hereinabove, upon the completion of new Permanent AlternateAccommodation in re-developed building, shall be at liberty to take measurements of their respective new flats before they take possessionof the same. The Developers shall ensure that the carpet area agreed to be given to the existing members as mentioned herein, shall not bereduced under any circumstances. In the event of any variation in the carpet area the Developers will pay the existing member, compensation for the reduced area @ Rs. 20,000/- (Twenty Thousand Only) per Sq. Ft. and ratio of variation shall not be more than 5% per flat or maximum to 0.75% of carper area whichever is lower.

It is further agreed between parties hereto that upon receipt of part/full Occupation Certificate by the Developers and handing over its Original Copy to the Society, Society shall take possession within 15 days, from such receipt of part/full Occupation Certificate and if for any reason whatsoever, Members/Society fail to take possession of their respective premises, the Developers shall not pay further rent, compensation to the Member/Society. However, in overall It shall be Society's decision to take possession of flats in case of O.C received.

29. The Society hereby undertakes to enroll the flat purchasers of the new flats of Developers, as member/s of the Society, on receipt of share money, entrance fees as aforesaid and submission of necessary application, afterflat is ready for occupation and Competent Authority issuing full Occupation Certificate, and such Purchasers complying the rules and regulations of the Society.
30. It is agreed that such membership shall be given to the prospective purchasers, only after the Developers intimate the Society, in writing, that all the amounts receivable by the Developers, from the purchaser/s, have been received by them. The prospective purchasers shall be given membership to the new flats, upon the developers obtaining part/full

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