the Society and its members in Re-Developing the Property.

24.1.5 Liability as promoter / co-promoter that may arise on the society."

25. STAMP DUTY/ REGISTRATION CHARGES/ INCIDENTAL COSTS: -

25.1. The Developers shall bear and pay the stamp duty, registration charges and all incidental costs on this Agreement the Power of Attorney and on all documents that may be executed contemporaneously with this Agreement.

26. PERMANENT ACCOUNT NUMBERS: -

26.1. The Permanent Account Numbers of the Parties and of the Members (as are available with the Society) are listed in **ANNEXURE "K"** annexed hereto.

27. NAME OF THE NEW BUILDING: -

27.1. The name of the New Building shall and always be Shreeji's Crystal Green CHS"

28. REGISTRATION OF THIS AGREEMENT: -

28.1. This Agreement shall be registered with the Sub-Registrar of Assurances. All Parties shall attend the Office of the Sub-Registrar of Assurances and admit execution hereof.

29. SURVIVAL OF CLAUSES: -

29.1. Notwithstanding the expiry or termination of this Agreement, clauses of this Agreement which by their very nature survive this Agreement shall survive.

30. DUE COMPLIANCES OF LAW: -

30.1. The Developer has specifically agreed that the Developer shall follow all the rules and regulations strictly and shall not at any point of time breach any law.

30.2. The Developer shall strictly comply with the provisions of the RERA,

2016 and rules and regulations framed there under, and the Society shall not be held liable for any breach of RERA, 2016. The Developer shall submit with the society from time-to-time reports with respect to due compliance of RERA, 2016.

31. JURISDICTION: -

31.1. The Parties hereto agree that the Courts at Mumbai only shall have jurisdiction in respect of all matters whatsoever arising out of this Agreement.

32. NO PARTNERSHIP: -

32.1. This Agreement shall not be treated as a partnership or a joint venture between the Parties hereto and this Agreement contemplates only the Re-development rights agreed to be granted by the Society in favour of the Developers as provided herein.

33. NO WAIVER OF RIGHTS: -

33.1. Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power, or remedy.

34. ADMINISTRATIVE CHARGES

35.1 In order to enable the society to bear all necessary administrative expenses relating and pertaining to redevelopment of their society, the Developers have agreed to pay proportionately a total sum of Rs. 25,00,000/- (rupees Twenty Five Lakh Only) and the same is payable as per the Annexure-"L", hereto

35. NOTICES: -

35.1. A notice or other communication must be personally delivered to the address of the addressee and sent by registered post to the addresses set out below, (or if the addressee notifies another address, then to that address) with a copy to the respective advocates. The addresses of each party and their respective advocates is: -

If to the Society -	Their Secretary/Chairman-
CHARKOP POWER GAS STAFF CO-OP. HSG. SOC. LTD., Plot No.114, Charkop Sector 2, Kandivali (West), Mumbai – 400067	Chairman - Mr. Jitendra W. Chavan Secretary - Mr. Pradeep Menon Treasures - Mr. Rajendra Vanmalli

If to the Developers-	
M/S Shreeji Developers 1st Floor, Shreeji Atlantis, Gutam Buddha Marg, Olrem, Malad (W), Mumbai. 64	Mr. Nimesh U. Desai Mr. Bhushan K Patil

35.2. Any notice required to be served on the Parties hereto shall be in writing and shall be sufficiently served if sent by registered post acknowledgement due or personally delivered at the respective addresses, unless notice of a different address is received. Any notice required to be served on individual members shall be deemed to have been received by them if the same has been addressed to the Society and sent to the address of the Society

36. SEVERABILITY: -

36.1. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law, and if the rights or obligations under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid, or unenforceable provision, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

37. ENTIRE AGREEMENT: -

37.1. This Agreement together with all documents executed contemporaneously with it or referred to in it, constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes the offer made by the Developers and all other prior writings, agreements and understandings, whether oral or written, with respect to such subject matter.

38. COUNTERPARTS: -

38.1. This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

39. ARBITRATION:

39.1. In the event any dispute or difference arises between the Society (which shall include disputes or differences involving its office bearers and Members and successors) on the one hand and the Developers on the other hand in respect of this Agreement and/or the Power of Attorney and/or any related documents and/or the carrying out of the terms and conditions thereof and/or the interpretation thereof or in any way whatsoever in connection therewith will be referred to the Arbitration of Sole Arbitrator if agreed upon by the Society and the Developer. If the Society and the Developer are not able to appoint a Sole Arbitrator, then the Society and the Developer shall appoint one Arbitrator each and then the two Arbitrators shall appoint a third Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and its statutory modifications in force for the time being. The Arbitrators will have summary powers and will also be entitled to make interim awards. The Award of the sole Arbitrator or the Arbitral Tribunal (as the case may be), will be final and binding upon the Society (for itself and its Members and successors) and the Developer. The arbitration proceedings shall always be held in Mumbai and the language of the proceedings shall be English.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first herein above written.

FIRST SCHEDULE OF THE SAID PROPERTY

All that piece or parcel of land all that piece and parcel of land admeasuring 1128 square meter, corresponding to S. No. 39PT, 40PT & 41PT CTS No. 1C/2/77 Village: Kandivali, Taluka: Borivali being part of the Board's Land Mumbai Suburban District and Sub District of Mumbai City and Mumbai Suburban, Plot No.114, Road No. RSC-II, Near Shivam Hospital, Sector 2, Kandivali (West), Mumbai – 400067, assessed to municipal taxes under `R' South Ward and bounded as under:-

On or towards East: -	D. P Road
On or towards West: -	CTS No. _____
On or towards North: -	Ashoka building
On or towards South: -	Ram Jarokha building

THE COMMON SEAL of the within named)
the said Society, **CHARKOP POWER GAS STAFF**)
CO-OP. HSG. SOC. LTD, was hereunto)
Affixed pursuant to the resolution of the Special)
General Body Meeting passed in that behalf)
on 21/12/2019, through its authorized)
Signatories (i) Chairman Mr. Jitendra W. Chavan)
(ii) Secretary, Mr. Pradeep Menon)
(iii) Treasurer, Mr. Rajendra Vanmalli)
in the presence of .....)

Witness:

1

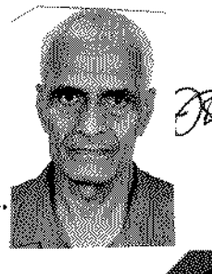
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SIGNED AND DELIVERED within named Members)

of the Society)

1. Mr. Jagdish Sanjiv Bhat

Mrs. Deepa Jagdish Bhat.)





2. Mr. Vipul N. Gandhi

Mrs. Hetal V. Gandhi)





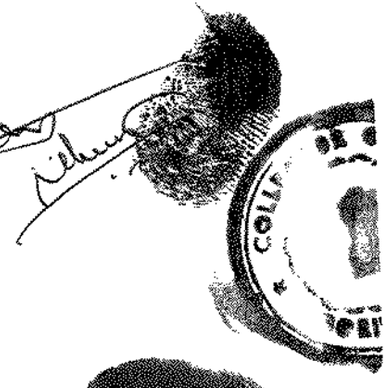
THE SEAL OF THE SUB REGISTRAR BORIVALI-7 MUMBAI SUB URBA DIST (BANDRA)

3. Mr. Sekhar Chakraborty

(C/A. Pradeep Menon)



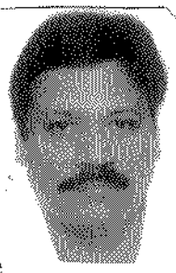

4. Mr.Vijaykumar Anandrao Rane)

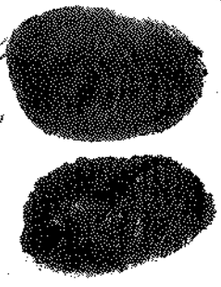



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5. Mr.Swapnil P. Rane)

Mr. Pramod E. Rane)







6. Mr. Ajit Vasant Ghadi)

Mrs. Archana A. Ghadi)





7. Mrs. Diana Fernandes

Mr. Rubert Fernandes

(Through C.A.D. Fernandes)

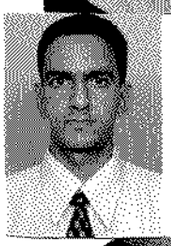


Fernandes

Fernandes

8. Mr. Krishna Sharma) Krishna Sharma

Radha O. Sharma) Radha Sharma







THE SEAL OF THE SUB REGISTRAR BORIVALI-7 MUMBAI SUBURBAN DIST. - 7 (BANDRA)

9. Mr. Pradeep R. Menon) Pmenon





10.Mr. Sandeep R. Menon FOR) Pmenon.

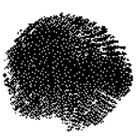
(Through C.A. P.R. Menon)



STAMP

11. Mr. Deepak N. Ramwani)





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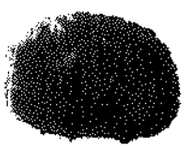
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12. Mr. Vijay Shankar Kirdat)

Mrs. Suvidha Vijay Kirdat)











13. Mrs. Krittika V. Moghe)



S.a. Shinde

Vijay

A.A.G.I

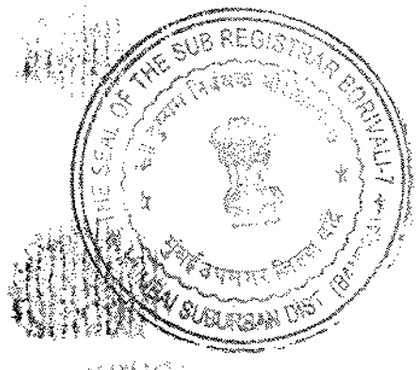
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Kvm

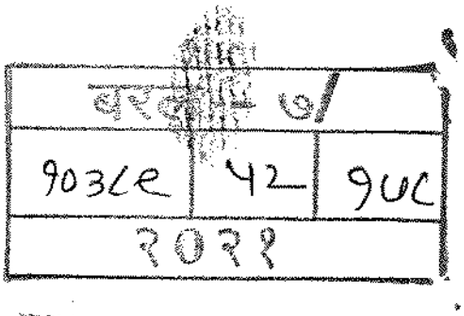
Radha

S.V.K

Page **43** of **46**


THE SEAL OF THE SUB REGISTRAR BORIVALI-7
SUBURBAN DIST (BA



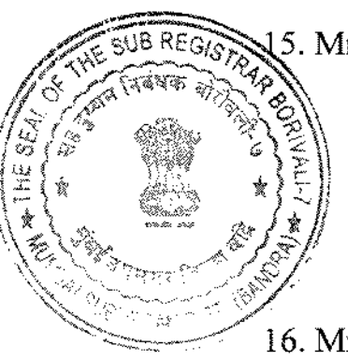

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14. Mr. Krishna R. Nikumbh)



15. Mr. Jitendra W. Chavan)







16. Mrs. Shilpa Nazar)

For K vnagne

17. Mr. Rajendra Jagannath Vanmali)





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18. Mrs. Priyadarshini S. Yadav)



Mr. Shyamsunder M. Yadav)





19. Mrs. Kavita Shailesh Naik)

V.S.Naik

Mr. Shailesh Ramkrishna Naik)





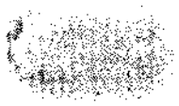
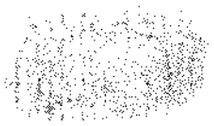
20. Mr. Amol Prafulla Shinde)

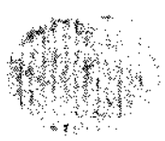


Mrs. Smruti Amol Shinde)

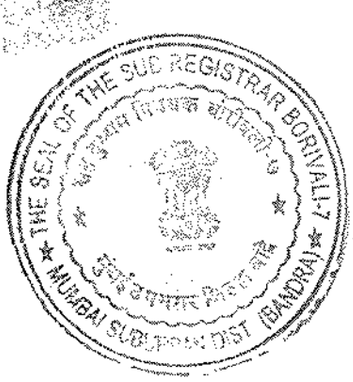
Sa-Shinde

V.S.Naik

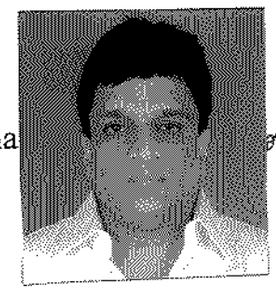





THE SEAL OF THE SUB REGISTRAR BORIVALI-7
MUMBAI SUBURBAN DIST (BANDRA)



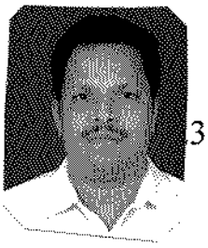

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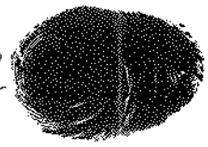
21. Mr. Manabendra Nath Saha  

(Through CA pradeep menon)

22. Mr. Sudeep B Singh  

(Through CA pradeep menon)



3. Mr. T. Sankaranarayanan 





24. Mr. Madhukar Balkrishna Bhambure

Mrs. Kunda Bhambure  

Being the CONFIRMING PARTIES in the)

Presence of)

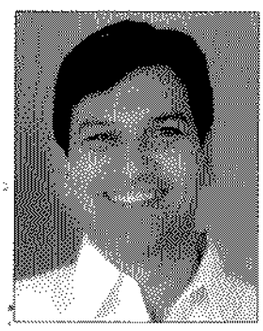
Witnesses:

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2.

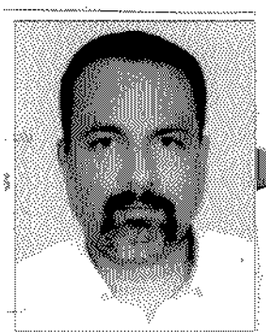
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THE COMMON SEAL of the within named the)
said Developer, **M/S. SHREEJI DEVELOPERS**)
was hereunto affixed pursuant to the Resolution)
passed in that behalf on dated 5th Jan, 2021)
through its Partner)
Mr. Bhushan K. Patil)



FOR SHREEJI DEVELOPERS
PARTNER

Mr. Nimesh U. Desai)



FOR SHREEJI DEVELOPERS
PARTNER

in the presence of .....)

Witness:

1.
2.

COLLECTOR OF STAMPS BORIVALI

THE SEAL OF THE SUB REGISTRAR BORIVALI-7 MUMBAI

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2022		

महाराष्ट्र शासन

मालमत्ता पत्रक

3241

गाव/पेठ : कांदिवली | तालुका/न.भू.का. : नगर भूमापन अधिकारी,बोरीवली | जिल्हा : मुंबई उपनगर

मिळकत क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेरतपासणीची नियत वेळ
७७/२७७			१९२७.४०	सी	न.भू.क्र.९क/२/१ प्रमाणे.

सध्याचे धारक	
जुने धारक	
पट्टेदार	
इतर भार	-
इतर शेरे	-

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(धा) पट्टेदार(प) किंवा भार	साक्षांकन
[illegible]/१९८८	न.भू.क्र.५ब आणि १क/५ प्रमाणे.		H जागतिक बँक प्रकल्प महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण मुंबई.	सही- १५/०१/१९८८ न.भू.अ. ६.मुंबई उपनगर ,मुंबई
[illegible]	"जनगणबंदी" आयुक्त आणि संचालक भूमी अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/मिळकत पत्रिका अक्षरी नोंद /२०१५ , पुणे दिनांक १६/०२/२०१५ व इकडील आदेशान्वये सदर मिळकत पत्रिकेवर अक्षरी एक हजार एकशे सत्तावीस पूर्णांक चार दशांश क्षेत्राची नोंद केली.			फेरफार क्र.८७७ प्रमाणे सही- १५/१२/२०१५ न.भू.अ.बोरीवली

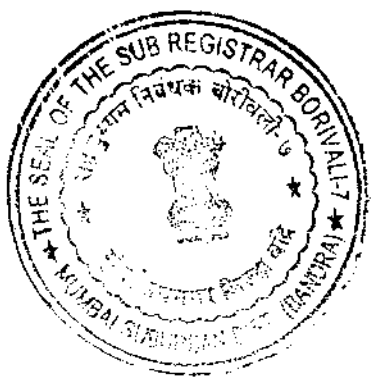
ही मालमत्ता पत्रक डिजिटली साक्षांकित केलेले आहे

मिळकत पत्रिका (दिनांक २/८/२०१९ १२:००:०० AM रोजी) डिजीटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही.
मिळकत पत्रिका डाऊनलोड दिनांक ११/२६/२०२१ ५:२९:०३ PM
सदर पडताळणी साठी http://aaplebhilekh.mahabhumi.gov.in/DSLR/propertycard या संकेत स्थळावर जाऊन २२०११०००००१५८२८२७ हा क्रमांक लगावा.

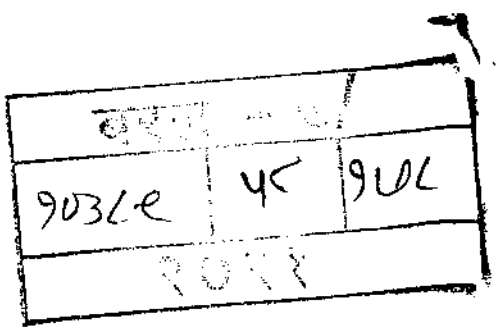




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THE SEAL OF THE SUB REGISTRAR BORIVALI-7
MUMBAI SUBURBAN DIST. (MAHARASHTRA)




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MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY

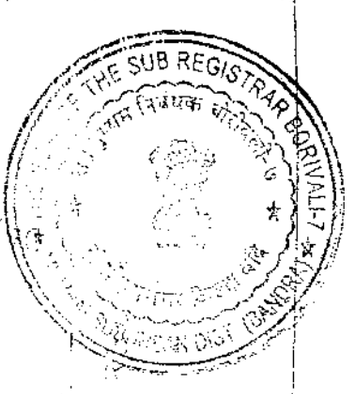
AREA CERTIFICATE AS PER C.T. SURVEY

PLOT NO. 114 ROAD NO. RSC-11

SECTOR NO. 1 PART I C.T.S. NO. 1C

SCHEME CHARKOP – KANDIVALI

S.NO. 1/2 OF KANDIVALI VILLAGE



Adj C.T.S. NO. 1C-2/77

PLOT NO. 112

25 m² PLOTS
CTS NO. 1C-2/76

25 m² PLOTS
CTS NO. 1C-2/95

(C.T.S. No. 1C-2/77)
PLOT NO. 114
PLOT AREA
1127.40 Sq.mtrs.

14 M. WIDE

PLOT NO. 116

Adj C.T.S. NO. 1C-2/94 GRMC-6/

903le | ye | 9uc

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THE PLOT IS A PART OF LAYOUT PLAN OF CHARKOP – KANDIVALI APPROVED VIDE P.A. NO. P & R WARDS, MUNICIPAL CORPORATION OF GREATER BOMBAY LETTER NO. CE/42/BP(WS)/GOVT. DATED 6th DEC 85 OFFICE OF THE C.E. BLDG PROPOSALS (WS)

NOTE THE AREA CERTIFICATE IS PREPARED ON THE BASIS OF PROPERTY REGISTER CARD AND THE MEASUREMENT PLAN OF C.T.S. NO. 1C-2/77 THE CERTIFICATE IS PREPARED FOR LEASE AGREEMENT.

PLOT NO. 114 (ONE HUNDRED FOURTEEN)
AREA IN FIGURES : 1127.40 m²
AREA IN WORDS : ELEVEN HUNDRED TWENTY SEVEN POINT FORTY Sqmtrs
F.S.I. PERMISSIBLE : 1.20 (ONE POINT TWENTY)
DRG NO. AC/CHAR/4/88 R. DATE: 30-9-88

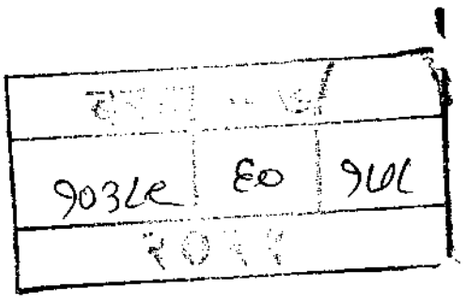
NORTH

CHECKED BY: Amit Vesling
PREPARED BY:
CERTIFIED BY,
DEPUTY CHIEF ENGINEER
WORLD BANK PROJECT

SCALE 1:500

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THE SEAL OF THE SUB REGISTRAR BORIVALI-7
MUMBAI


903L
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2017

Annex A
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नोंदणीप्रमाणपत्र

बीबीएम (डब्ल्यू)/एचएसजी (~~कोल्ह~~ टीडी)/२७२१/१५-१६

नोंदणी क्रमांक ~~बीबीएम/एच.एस.जी.~~ सन १९८१

या प्रमाणपत्राद्वारे प्रमाणित करण्यात येत आहे की, ...

चारकोप पॉवर स्टाफ कोऑपरेटिव्ह हौसिंग सोसायटी लिमिटेड, मुंबई

.....

ही संस्था महाराष्ट्र सहकारी संस्था नियम १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम १)अन्वये नोंदण्यात आलेली आहे.

उपरिनिर्दिष्ट अधिनियम कलम १२ (१) अन्वये व महाराष्ट्र सहकारी संस्थांचे नियम १९६१ मधील क्रमांक १० (१) अन्वये संस्थेचे ~~व~~ वर्ग गृहनिर्माण संस्था असून उपरोक्त इतर गृहनिर्माण संस्था आहे.

(सही) .....

(रंगनाथ हणमंते)

(हुद्दा) सहाय्यक निबंधक सहकारी संस्था (को-ऑपरेटीव्ह सेल) मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ मुंबई

दिनांक :- 20 - 2 - ....

SECRETARY, BOMBAY HOUSING AND AREA DEVELOPMENT BOARD ★ BOMBAY (मुंबई)

ASSISTANT REGISTRAR BORIVALI

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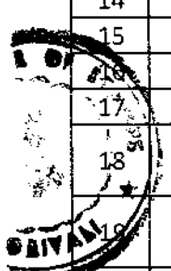


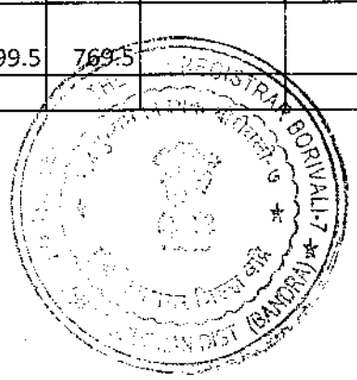


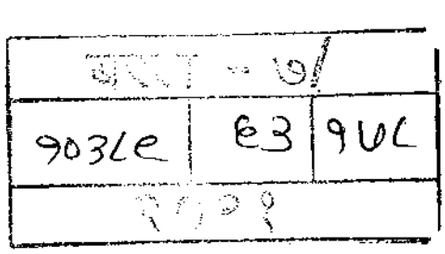
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ANNEXURE "C"

Sr.no	Flat No	Name of Tenants	Carpet Area	35% Extra	Total Area	Additional Area	New Final Area
1	101	Mr.Jagdish Sanjiv Bhat Mrs. Deepa Jagdish Bhat.	570	199.5	769.5		
2	102	Mr.Vipul N. Gandhi Mrs. Hetal V. Gandhi	370	129.5	499.5		
3	103	Mr.Sekhar Chakraborty	570	199.5	769.5		
4	104	Mr.Vijaykumar Anandrao Rane	570	199.5	769.5		
5	205	Mr.Swapnil P. Rane Mr. Pramod E. Rane	570	199.5	769.5		
6	206	Mr. Ajit vasant Ghadi & Mrs. Archana A. Ghadi	370	129.5	499.5	72	572
7	207	Mrs. Diana Fernandes Mr. Rubert Fernandes	570	199.5	769.5		
8	208	Mr.Krishna O. Sharma Mrs. Radha O. Sharma	570	199.5	769.5		
9	309	Mr. Pradeep R. Menon	570	199.5	769.5	100	870
10	310	Mr.Sandeep R. Menon	370	129.5	499.5	110	610
11	311	Mr.Deepak N. Ramwani	570	199.5	769.5		
12	312	Mr. Vijay Shankar Kirdat Mrs. Suvidha Vijay Kirdat	570	199.5	769.5	3	773
13	413	Mrs.Krittika V. Moghe	570	199.5	769.5		
14	414	Mr. Krishna R. Nikumbh	370	129.5	499.5		
15	415	Mr.Jitendra W. Chavan	570	199.5	769.5	68	838
16	416	Mrs. Shilpa Nazar	570	199.5	769.5		
17	517	Mr. Rajendra Jagannath Vanmali	570	199.5	769.5		
18	518	Mrs. Priyadarshini S. Yadav Mr. Shyamsunder M. Yadav	370	129.5	499.5	210	710
19	519	Mrs. Kavita Shailesh Naik Mr. Shailesh Ramkrishna Naik	570	199.5	769.5		
20	520	Mr. Amol Prafulla Shinde Mrs. Smruti Amol Shinde	570	199.5	769.5		
21	621	Mr. Manabendra Nath Saha	570	199.5	769.5	119	889
22	622	Mr. Sudeep B Singh	370	129.5	499.5		
23	623	Mr. T. Sankaranarayanan	570	199.5	769.5		
24	624	Mr. Madhukar Balkrishna Bhambure Mrs. Kunda Bhambure	570	199.5	769.5		

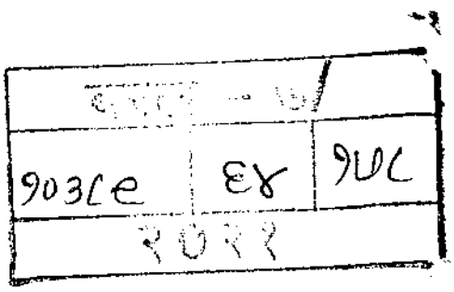







THE SUB REGISTRAR BORIVALI-7
MUMBAI SUBURBAN DIST. (BANDRA)




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Charkop Powergas Staff Co-operative Housing Society Ltd.

(Crystal Green)

(Regn. No. Bom (W-R)/ HSG (TC)/ 1798/85-86)

Plot No. 114, Road No.RSC-II, Near Shivam Hospital, Sector -2, Charkop, Kandivali (West), Mumbai - 400067.

Minutes of Web Meeting - 79A procedure of Redevelopment for selection of Developer

A Special General Body web Meeting was convened on 18.07.2021 at 11.00 hrs by the Dy. Registrar of the housing society for 79A procedure of redevelopment for selection of developer. The representative officer from the office of the Dy. Registrar Mr. Umed Kamble was present during the meeting. Also, PMC Mr. Manoj Parmar & 79A Consultant were present during the meeting.

Following members attended the meeting;

1.	Mr. J.W. Chavan	Hon. Chairman
2.	Mr. Pradeep Menon	Hon. Secretary
3.	Mr. Rajendra Vanmali	Hon. Treasurer
4.	Mrs. Kavita Naik	Hon. Committee Member
5.	Mr. K.R. Nikumbh	Hon. Committee Member
6.	Mr. Vijay Kirdat	Hon. Committee Member
7.	Mr. Vipul Gandhi	Hon. Committee Member
8.	Mrs.Kritika Moghe	Hon. Committee Member
9.	Mr. Krishna Sharma	Member
10.	Mr. Deepak Ramvani	Member
11.	Mr. M.B.Bhambure	Member
12.	Mr. V.A. Rane	Member
13.	Mr. Chakraborty	Member
14.	Mr. Amol Shinde	Member
15.	Mrs. Daina F'dis	Member
16.	Mr. M.N Saha	Member
17.	Mr. Sandeep Menon	Member
18.	Mr. Shyamsunder Yadav	Member
19.	Mr. Swapnil Rane	Member
20.	Mr. Sankar Narayanan	Member
21.	Mr. Ajit Ghadi	Member
22.	Mr. Sudeep Bansal	Member





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23.	Mr. Nimesh Desai	Developer - Shreeji developer
24.	Ms. Divya	Representative - Shreeji developer
25.	Mr. Viraj Vartak	79 A consultant
26.	Mr. Umed Kamble	Dy. Registrar
27.	Mr. Manoj Parmar	PMC

1. Hon. Chairman Mr. Chavan welcomed all members. He introduces Mr. Viraj vartak - 79 A concultant to conduct the meeting further & welcomed the officer from the office of the Dy. Registrar Mr. Umed Kamble. The Dy. Registrar officer & Mr. Viraj vartak were requested to conduct the Meeting with single agenda to comply with the 79A procedure and complete voting of members for selection of developer for redevelopment.

2. Mr. Viraj vartak explained complete procedure of redevelopment by the society. Mr. Kamble - officer of the Dy. registrar asked to take attendance of prime members in the meeting. Total 22 members were present in the meeting. Mr. Viraj vartak called flatwise attendance of the members in society. Mr. Viraj vartak informed members that a link will be posted in chat box and on screen for voting for selection of developer, Members were asked to vote as per their preference from available developers M/s Shreeji developer, M/s sandhya kshitij, M/s MDM developer. Hon. Chairman Mr. Chavan requested members to cast vote for selection of developer.Due to network error, link was resend for voting.

3. The result in favour of M/s shreeji developer was declared onscreen immediatly with 85% members voting 'yes' & 15% members voting otherwise.

4. The result shared from Dy. Registrar officer is given below: -

Sr.no	Flat No.	Voted / Not Voted in favor of Shreeji
1	101	Absent
2	102	No
3	103	Yes
4	104	Not Voted
5	205	Yes
6	206	Yes
7	207	Yes
8	208	Yes
9	309	Yes
10	310	Yes

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