according to terms of this present to other members from the date they vacate premises till they are put back in possession of their new premises in respect of Flats to be occupied by all the existing members and installation of all amenities and essential services like domestic water supply, domestic electric supply and lift installation, water and Electric connection and all other amenities as committed by the Developer mentioned in the offer letter, Development Agreement and all the allied Documents including O.C.

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v. After the reconstruction of the building, the existing each Members by giving a written notice of 30 days and by giving balance hardship compensation and all the pending arrears / monetary compensations Developer will provide new Permanent Alternative Accommodation with providing running domestic water and electric connection and all other amenities and facilities and complying with all obligations as mentioned in this present Development Agreement and obtaining Occupancy Certificate. At the same time New Flat purchasers shall be offered possession of the new premises by giving a written notice of 30 days.

vi. Before handing over possession to the members the Developers will ensure that the electricity supply, water supply, Lift, Fire Fighting Instruments and sewerage facilities are provided to the new building with all the Amenities installed. The Developers shall provide direct and separate water supply facilities to the new building along with provision of Gas

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Partner

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Dinesh M. Dand
Pradipan
Cavita D. Tharat

connection, Telephone, Intercom, Internet, Cable TV as per the prevailing Rules and Regulation of the Concerned Authorities.

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After installation of all amenities and essential services like domestic water supply, domestic electric supply and lift installation and obtaining Occupancy Certificate(O.C.) the possession of the permanent alternative accommodation shall be offered to the existing members by giving 30 days notice in writing as stated above, the existing members shall take the possession of the permanent alternative premises and the Developer shall not be liable to pay any compensation / rent for the Temporary Alternate Accommodation from the last date of end of such notice. It is agreed that on expiry of 30 days notice period the members shall become liable to pay all maintenance and other expenses in respect of the Permanent Alternate Accommodation irrespective of such member having taken the actual possession and the Developer shall hand over the charge and accounts to the Society within 3 months and all accounts plus Collected funds from the sale flats Owners, if any, etc. from the date of handing over possession of all newly constructed flats to respective members and purchasers;

viii. It is specifically agreed that the Developers shall obtain Occupation Certificate within specified period as mentioned herein above and thereafter offer

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खजिनदार
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possession of the new flats to the existing members of the society and new buyers in writing.

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ix. On the fulfillment of all the commitments as per the offer, DA and other documents by the Developer along with handing over of charge, The Society shall admit the purchasers of the flats sold by the Developers in the building as its members as per the provisions of the bye laws of the society / rules and regulations of MCS Act and rules there under; Simultaneously with the Developers offering possession of the permanent alternative accommodation to the existing members, the Developers shall hand over papers duly completed for induction of the Purchasers of flats as the members of the society by paying necessary admission fees of Rs. 100/- and share money of Rs. 500/-and Rs. 25,000/- Membership fees Or Actual amount collected from buyer or Amount as prescribed in Govt. Notification for admission of new member in Co-operative Housing Society at the time of Possession whichever is higher shall get them admitted as members of the Society and thereafter they shall pay all the dues in respect thereof. Developer shall also be liable to pay full maintenance bill and assessment tax to the society/ concerned Authority with respect to unsold flats. No such application shall be entertained unless the same is specifically forwarded by the Developer. The Society will issue Share Certificate in favour of such purchaser after completing all the formalities as per the BYE LAWS of society.

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Partner

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x. Terrace of the new building to be constructed shall be an open terrace and the Developer shall on completion of the construction of the new building handover possession of the open terrace to the Society and same shall be society's common area. All open to sky terraces shall be societies' common area.

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The developer shall be entitled to build Pocket Terrace along with Flat but shall not sell Common Terrace above the top most residential floor of the Society to any person whether he is a member of the Society or Not.

The DEVELOPER shall not have right to sale any Part of Society including Terrace to any Mobile company or telecommunication company or Hording agency to erect Tower or Hoardings etc on the terrace of the new building or in any part of the Society in new building.

xi. The society shall be entitled to 20 parking spaces in Tower parking in the building and society authorizes the developer to allot balance car parking in developer's possession to the prospective purchasers of saleable area of the building and society and/or its members shall have no claim or right in the allotment of the same. However it is expressly agreed by the Developer that all the open spaces of the Society Building shall belong to the Society. Developer can't sell any open spaces of the Society Building to any person whether is member of society or not for any use whatsoever in nature.

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Partner

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Dinesh. M. Dave
Lavita D. Thorat

xii. The Developer undertakes to use 1st grade or standard quality building material as approved by the concerned authority and strictly under supervision of competent Structural Engineers, Architects and by employing experienced and licensed persons only. The RCC structure / Open footing / Lofts / Beams / Columns / Slabs are and shall be designed for earthquake resistance.

It is also agreed that the Developer will provide back to back warranty against any all types of leakages from the date of receiving O.C. and handing over the possession of the Flats in the new building of whole structure which will be certified by the Contractor/architect so appointed up to 5 [FIVE] years of terrace subject to there is no change/alteration to any portion of the terrace. Developer will provide 2 [TWO] years guarantee for Internal leakages subject to there is no change/alteration to any portion of the Toilet

xiii. The Developer shall construct the new permanent accommodation in accordance with the plans and specifications approved by the Society and MCGM/MHADA (P.A). If any defect found in the new permanent accommodation i.e. in the RCC work and Internal waterproofing work and it is brought to the notice of the Developer within 2 (TWO) years from the date of obtaining O.C. & offering to handover the possession to the existing members; the defects, wherever possible be rectified by the Developer to the

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satisfaction of the members. However if these cracks or defects is attributable to any work carried out by any of the Members/occupants or due to any act of the Members/occupants in such an event, Developer is not be responsible for the same.

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xiv. The Developers undertakes that however, before starting the construction after demolition of the building Developers shall get entire plot of the Society treated with Pest Control for Termites, white ants, rodents.

The Developers shall before handing over possession of the reconstructed building to the members make payment of the outstanding water charges and all other relevant taxes/receipts / Bills.

DEVELOPERS' DECLARATION

a. The Developers shall carry out the demolition work in the most skillful manner with all precautionary safety measures without causing any damage, nuisance, injury or other mischief to any other building or buildings or life or limb of the people residing in the locality and passer by public and shall remain liable for all acts, deeds, things and error in judgment on that account on the part of the Developers and shall indemnify the society against it and the Developer shall settle all the claims.

b. The entire cost (including but not limited to Deposits and advances and expenditure) of re-development of the said property shall be exclusively borne and discharged by the Developers including (i) the cost of preparing plans, design etc and obtaining the necessary

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sanctions/approvals; (ii) premium F.S.I/TDR; (iii) payment of all kinds of premium, fees, cess and taxes payable to Municipal Corporation and/or any Government and/or semi and/or Quasi Government Authorities during progress and until completion of construction work and obtaining Occupation Certificate and for F.S.I. in lieu of staircase/common passage/lift well/ balcony etc.'(iv) deposits and other charges payable to any of the authorities; (v) construction costs including cost of building, materials, including taxes, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work including insurance premium of workmen cost of water and electricity during construction; and (vi) fees and charges payable to Architects, Civil Contractors, R.C.C Consultants, Supervising Engineers, Structural Engineers and Contractors and all other persons engaged for the purpose. The Society and/or its members will not be required to contribute any amount whatsoever towards re-development/construction of the said property.

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Developer shall get the redevelopment project registered under RERA. It is specifically agreed that it shall be sole and absolute responsibility of the Developer to comply with provisions of RERA and it is further agreed between the parties that Society and/or its Members shall not have any role in completing the project as a promoter or otherwise. Developer hereby undertakes to indemnify and keep indemnified the Society, its members against any claim made against Society and/or its members under RERA or otherwise by any third party.

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d. The Developer has informed the Society that:-

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i. The floor-to-floor height for all the flats shall be **2.9 Meters** height (Except the toilet area);

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ii. The Developer shall provide a Security Cabin, CCTV, Intercom and there will be common toilet for the Security Staff in the building compound as per Development Control Rules.

iii. The Developer shall provide a Society Office admeasuring minimum 200 sq. ft. carpet area as per Development Control rules.

iv. The provision for Rain Harvesting will be provided by the Developers in the Building as per BMC/MHADA guidelines and Developer shall provide a bore well if possible as stated here in above.

e. Developer shall be entitled to appoint contractors, sub-contractors and other person/s for the development of the said property at their own cost. However, the Developer shall not sub-let, assign, transfer, enter in to Joint venture, Alienate, handover or Sale the project either in full or in part to anyone such as other Developer(s), Person or Persons, Company or Group etc and undertakes to construct the said new building by itself without obtaining the prior written consent of the Society.

f. The Developers declare that they shall submit copies of all papers and documents received by the Developers from the government authorities/semi government authorities, professionals, to the Society within 15 days from the date of receipt. However after completion of the project, all the ORIGINAL papers, records, documents, agreements and approved plans, IOA, CC, OC, sanction,

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govt. Permissions and all the relevant documents regarding redevelopment of building as well as Concealed Electrical plan, Water Pipeline layout of Building & Rooms etc; shall be the property of the society and the Managing committee shall be the custodian of such records till further decisions taken by the Managing committee/ Members. In case any of the paper/ document is requested for by the developer at a later date, committee/society assures to provide copy of the same within a period of Fifteen days.

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g. The Developers declare that they will not raise any objection if there is any difference with regards to the area of the Plot or the area occupied by each member aggregating the total occupied area as mentioned herein above.

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8. DECLARATION BY THE SOCIETY

a. That the Society has further informed the Developers as follows:-

i. That the entire plot is in occupation and possession of society/members as Lessee thereof paying monthly outgoings as per the bills raised by the Society.

ii. All the taxes as levied by the Corporation and /or other Statutory Authorities in respect of the said property are paid till date and there is no outstanding or arrears of taxes as levied in respect of the said property. If there is any outstanding BMC Assessment Tax then the same shall be paid and borne by the Society.

b. That the Society has obtained consent of the Majority Members whose names appear in the Second Schedule hereunder written;

c. That save and except the said members there is no outstanding encumbrances, mortgages, liens, notice for acquisition,

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requisition, easement, rights of outstanding interest in or claim by any parties other than the society nor is the said Plot subject matter of any pending suit or attachment either before or after judgment. If any individual member/s has taken loan then it will be the responsibility of the concerned member to settle the same or take NOC from the concerned bank or institution before demolition of the said flat. Society will not be responsible for the same.

d. That to the knowledge of the Society, no notification is issued under any Ordinance Act, Statute, Rules and Regulations (State or Central) affecting the said Plot or any part or portion thereof;

e. That to the knowledge of the Society neither the Society nor the said Authority has or have granted any right of way or easement or license or any other right to any other person over the said Property, and that no such right has become effective by prescription or otherwise howsoever, adjoining property or their's or any public users have no access to any part of the said property, for passing and/or re-passing between any points within the said property; The Developer is satisfied after proper enquiry.

f. That the said Plot of Building No.57 falls within the limits of Municipal Corporation of Greater Mumbai, "**S**" Ward as on the date of execution of this present.

g. That the said building Property is in R- Zone under the Development Plan of Greater Mumbai-2034. The Developer is satisfied with the same.

h. The Society shall co-operate with the Developer to deal with and defend/settle all questions disputes, litigation, etc; arising out of

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For PRAGATI DEVELOPERS
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or in respect of (i) the said Property, title thereof as also any or (ii) the members of the Society or between the Society and its members or otherwise and the Developers will not be liable answerable or responsible in that behalf. The Developers shall deal with defend/ settle all questions disputes differences litigation etc arising out of or in respect of the construction of the New Building and all matters relating thereto and the Society or its members shall not be liable answerable or responsible in that behalf.

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i. It is also clarified that the terms and conditions of this agreement shall be valid and binding upon the successor or successors, survivors, administrators, assign of or /and any change in the constitution of the managing committee of the society shall not affect terms and conditions of this agreement in any manner whatsoever Similarly it shall be binding upon the Developer and its Administrator/s, assign/s and all partners.

j. To the knowledge of the Society, the Society has not created any mortgage, charge, or lien of whatsoever nature in favour of any person or persons in or with respect to the said property and the same is free from encumbrances of any nature whatsoever. The said property is not subject to any proceedings, lis-pendens and attachment either before or after Judgment. If any individual member/s has / have created any charge then it shall be the duty of that respective member to obtain NOC or clear the dues before the demolition of the existing Building.

9. GENERAL

a. It is agreed and understood between the parties hereto that on execution and Registration of this present and subject to

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the provisions hereof, the Developers will be entitled to the benefit of the IOA subject to compliance with applicable Municipal regulations / **MHADA** and IOD/IOA conditions by the Developers. It is further agreed by the Developer that all the necessary permissions and/or sanctions required from the Competent Authority and/or State Government for the purpose of development of the said property shall be obtained by the Developer at their own costs and expenses in societies name, however any deposits if payable to such authorities or department shall be payable by the developers alone.

b. The Developers shall be entitled to purchase and consume entire permissible FSI in any form available under DCR 33(5) of layout till the Developers obtain Occupation Certificate from the MHADA or Corporation which may be available in respect of the said Building No.57. The Developers shall be liable to pay the deposits, if any required to be paid for obtaining necessary permissions and shall be entitled to claim the refund of the same if received by the Society in Society's name.

c. All costs and fees of Architect appointed through society shall be borne by the Developers alone. It is further agreed that due to any reason the Architect appointed by the Society required to be discharged forthwith then the Society will at developer's costs and expenses obtain necessary NOC from their Architects as required by MHADA/BMC. The Society shall at the request, cost and risk of the Developers sign such documents, writings, applications and if necessary present themselves personally through their managing committee

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members for the purpose of obtaining permission of the authorities concerned including the Municipal Corporation of Greater Mumbai / **MHADA** and any Government body, for the purposes mentioned in this present as may be reasonably required by the Developers.

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d. The Developers shall in the course of construction and completion of the said building do all lawful acts and things subject to what is provided in this Agreement, required by and perform the acts in conformity in all respects with the provisions of the statues applicable thereto and with the Bye-laws and Development Control Regulations of other public Body or local authority or authorities which have jurisdiction to regulate the same and shall throughout save harmless and keep the said society and Members indemnified from and against all claims, fee, charge, fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the concerned authorities in respect of the said redevelopment work or anything done or caused to be done or omitted to be done under the authority herein contained and shall generally and from time to time discharge and pay as from the date of getting possession of present existing structure all claims, outgoing, rents, municipal taxes and other dues imposition and burdens on account of redevelopment at any time hereafter till the development is complete in all aspects and providing possession to all the members in the new building and when they shall become due and/or payable and shall keep the said Society indemnified from and against the payment thereof. The Developer shall also pay and be liable to pay all the dues

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pertaining to the Development period but generated afterwards. The Developer will hand over all the copies Bills along with their receipts to the Society at the time of handing over possession of Permanent alternate accommodation to the Members.

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e. On and from execution of this present, the Developers shall be entitled to deal with the members for the purposes of redevelopment of the said Property and for that purpose to enter into any agreement or arrangement with the members. In the event any member vacates/ surrenders or transfers (by society charging transfer fees) the premises in his possession during the period of reconstruction, the transfer shall be effected by the society as per the rules made by the concerned Authority in that regard in addition to the rules made by Maharashtra Co-operative Society's Act in such case this agreement will be binding upon the purchaser of the flat also society will intimate the Developer before transferring the flat in the name of new purchaser.

f. The Developers shall be entitled to enter into any Agreement for Sale of the flats, Shop, office and allotment of balance Car parking space after providing to Society in the open market which may be constructed on the said Property in its own name costs, risk and responsibility and the Society agrees to confirm such Agreements through the constituted attorney herein agreed to be appointed without taking any responsibility and/or liability. PROVIDED HOWEVER the Developer shall provide a copy of "Agreement for Sale" to the Society for reference and verification, the terms and conditions of said agreements for the Free Sale Flats shall not

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be in any way contrary to or inconsistent with the terms and conditions of this Agreement or the terms and conditions specified in the permissions granted by any statutory or Municipal Authority or authorities or Court. All costs, charges and expenses of and incidental to such agreements for sale on ownership basis including stamp duty and registration charges shall be the responsibility of the Developers or Purchasers of such free sale flats.

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g. Subject to the fulfillment of the conditions mentioned hereinabove by the Developers, it shall be the obligation of the Society and the Society shall be bound to enroll all prospective purchasers of flats/Shop/office/car parking spaces in the new building, provided all documents are complete, as Members and shareholders of the Society as per the bye-laws of the Society/rules/Act or any other prevailing provisions of law and the Developer has completed all his commitments. The Society shall issue in principle its consent to enroll the applicants/Purchasers of flats/shop/office/stilt-tower car parking spaces within 30 days from the date of receipt of the application from the date of applicants / prospective members complying with all the formalities for getting them enrolled as members of flat/shop/office holder/ car parking space through the Developers. However the Society shall finally enroll all such flat/ car parking allottee and confirm their membership only after full and final payment as per the Agreement is made by prospective purchasers to the Developers and after intimation is given in writing by the Developers to the existing Members to take

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possession of the respective new flats. Developer /Each intending member of the Society will be required to pay to the Society by paying necessary admission fees of Rs. 100/- and share money of Rs. 500/- and Rs. 25,000/- Membership fees Actual amount collected from buyer or Amount as prescribed in Govt. Notification for admission of new member in C.H.S. at the time of Possession whichever is higher and prevailing along with all other money payable and shall get them admitted as members of the Society and thereafter they shall pay all the dues in respect thereof. The Society will issue Share Certificate in favour of such purchaser after completing all the formalities as per the BYE LAWS of society.

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b) The purchasers of the flats from the Developers shall be entitled to become members of the Society only after compliance of all the following conditions:-

a) All the flat purchasers having been conferred the right to use and occupy their respective flats and car parking spaces allotted to them by the Developers.

b) On the prospective purchasers making payment of Entrance fees, Share money, Premium, Proportionate capital fund and advance maintenance of six months to the society and the purchasers submitting, through the Developers, their membership application form. As mentioned hereinabove along with copy of Ownership Agreement under section 4 of the Maharashtra Ownership Flats Act, 1983, duly registered and an intimation by the Developers to

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Dinesh M. Patel

Kavita D. Thorat

enroll the purchasers as the Members of the Society and the Society shall have admitted the purchasers as Members; Subject to the provisions of the by-laws of the society and rules and regulations of the Act / Rules under Maharashtra Co-operative Societies Act subject to fulfillment of all the terms and conditions of the Redevelopment by the Developers.

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i. It is agreed that all such agreements or transfers as set out in this Agreement may be made by the Developers in their own name and on their own account, and at their costs and the Society shall be kept indemnified and harmless against any claim in respect of the said property.

j. It is agreed that it shall be the responsibility of the Developers to start or commence the work of Development only after the receipt of the necessary permission for the same and it is further provided that the work of construction shall commence only after all the construction workers at site on the said property more particularly described in the First Schedule hereunder written are fully and effectively insured against all possible risks like accident, etc;

k. The managing committee/Society shall admit the developers as Member of the Society in respect of all the unsold flats/shops/offices and parking within the period as provided herein above and herein after appearing and developer shall be liable to pay Maintenance bill and assessment tax with respect to unsold flats/shops/offices after a period of 3 [THREE] Months from the date of receipt of OC.

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l. The Managing committee/Society shall make and sign and execute, or cause to be made signed and executed, Power of Attorney, papers, affidavits, applications, forms, deeds, documents, etc; and shall do or cause to be done all acts, deeds, things and matters as may be necessary and reasonably required by the Developers and/or its advocates, for the purpose of effectually putting into effect, the intention of the parties hereto as herein reflected and more particularly related to redevelopment only. However, the cost, charges and expenses thereof shall be borne and paid by the Developers herein save and except as otherwise provided herein.

m. After completion of the transaction herein, the Developers shall be entitled to retain certified copies of all documents of title in their possession in respect of the said property as may be required by Developers and shall return original copies to Managing committee.

n. The Developer, the Society and the members shall be responsible for their respective tax liabilities such as Income Tax, Capital Gain Tax, if any, arising as a result of this Agreement. However it is clarified that the Developer shall pay and bear GST (Goods and Services Tax), Stamp Duty, Registration Fees and all other applicable fees, charges, taxes on the Development Agreement, Power of Attorney and Individual Agreement / Permanent Alternate Accommodation Agreement (PAAA) / Alternate Agreement.

o. Nothing contained herein shall be construed as sale or transfer or assignment of the said property in favour of the

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Developers. The society Members and the Developers have entered into this Agreement on Principal to Principal basis and nothing contained herein shall constitute an agency or partnership or joint venture between the Society and Members and the Developers. The Ownership of the said property shall always belong to the Society subject to the development rights given to the developer.

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३६५२ | ६६ | २३०

p. The members will be allowed to remove all personal belongings including furniture before handing over the possession and at the time of shifting to temporary alternative accommodation. The debris at the time of demolition shall however belong to the Developer.

q. On signing and executing the Development Agreement, the Society/ members/owners shall grant a license to the Developers to enter upon the said Property with right to put up and/or erect sign boards upon the said Property and shall be entitled to issue advertisements including the advertisements in newspapers as may be deemed fit by the Developers announcing the construction of building by them on the said Property and the sale of the flats/shop/office /area on Ownership basis as per the provisions of RERA and / or other applicable Law. However, the developer affirms, admits and confirms that they alone shall be solely responsible and liable for all the consequences if the project is delayed or terminated or cancelled.

r. It is specifically made clear that the Power of Attorney executed by society in favour of Developers shall be only valid for six months after the Grant of full OC.

For PRAGATI DEVELOPERS

Partner

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s. It is specifically agreed by the Developers that they shall not discriminate in the quality of material for constructing the flats for the existing members and the saleable flats of the Developers. The elevation of the entire building shall be similar.

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९६५२ | ५० | २५०
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t. This Agreement shall not be treated as partnership or joint venture between the Society / members and the Developer and this agreement contemplates only the Development right to be granted by the Society in favour of the Developer as provided.

u. Provision of mail boxes on site - During execution of the construction work the Developer shall provide mail box on site and instruct the Site Staff for the same and facilitate Society Members to collect their mails if any from the Box.

v. Provision of storage space for Society proceedings - During execution of the construction work, the Developer shall provide suitable storage space after completion of Two slabs to facilitate Storage for Society's records and/or important documents and make provision of a temporary space for the society's office to Conduct periodic meetings of Management Committee Members

10. Force Majeure Clauses for Developer:

i. war civil commotion or act of God;

ii. any notice/notification, order notification of the government and/or other public or competent authority which shall be industry specific;

For PRAGATI DEVELOPERS

Partner

iii. order/judgment/decree of any judicial/quasi judicial body or authority restraining the redevelopment of the said Property at the instance application of the Society or its members or otherwise howsoever;

iv. any suit action litigation disputes being raised by or entered between the Society and/or its members and others;

v. any non-availability of building material including steel and cement affecting the whole construction industry;

vi. Non-Co-operation of member/s.

vii. Change in policy or transformation of authority.

viii. Partial and / or Complete lockdown imposed by the Government.

It is specifically agreed by the Developers that they shall keep the society informed in writing within 7 days and updated as and when the Force Majeure, and under which of the above clauses, has taken place and take written acceptance of the same.

11. Notices

All notices to be served on the Society and Members as contemplated by this Agreement shall be deemed to have been duly served if sent to the Society by Registered A.D. or Hand Delivery to the Society at the address specified below:-

To,
The Chairman / Secretary of Building No.57,
Kannamwar Nagar 1,
Vikhroli, (East), Mumbai – 400 083.
Email: salokhachs@gmail.com

For PRAGATI DEVELOPERS

Partner

कुर्ला - १
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THE SEAL OF THE SUB REGISTRAR KURLA-1 MUMBAI SUBURBAN DIST. (MUMBAI)

R. Jadhav

खजिनदार अध्यक्ष सचिव
कन्नमवार नगर सोसायटी लिमिटेड

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Notice to the Society will be deemed to be the Notice to all the Members.

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All the notices to be served on the Developers as contemplated by this Agreement shall be deemed to have been duly served if sent by Registered A.D. or hand delivery to the Developers at the address specified below:

Add: 101, 1st Floor, J. K. Chambers, Plot No. 76, Sector - 17, Vashi, Navi Mumbai – 400703

Email pragatidevelopers2018@gmail.com

18. STAMP DUTY AND REGISTRATION

All out of pocket costs charges and expenses of and incidental to this agreement, General Power of Attorney, Tripartite Agreement / Alternate Agreement [PAAA] and the Deed of lease / sub-lease or any other document and the documents which may be required to be executed in pursuance of this Agreement, agreement to be executed in pursuance hereof including Stamp Duty and Registration charges shall be borne and paid by the Developers alone. The Developer also undertakes to register the Development Agreement at their costs. The Permanent Alternate Accommodation Agreement (PAAA) for all the existing Members / occupants shall be registered by the Developer at their cost before vacating the existing Flats in the existing Building and before handing over the possession of the existing old Flat and Building to the Developer. Stamp Duty and Registration charges on all Agreements shall be

सचिव अध्यक्ष खजिनदार
कनमावर नगर सहकारी को-ऑप. हौसिंग सोसायटी लिमिटेड

For PRAGATI DEVELOPERS
Partner

borne and paid by the Developers alone. The Society and the Members hereby agree and accept that in the event, any Member of the Society fails to remain present at the time of registration of this Development Agreement, then that respective member/s shall be solely responsible for the payment of any arising stamp duty payment on his/ her/ their respective permanent alternate accommodation agreement as well as Supplementary agreement.

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14. ARBITRATION

In case of any disputes and/or differences arising out of this present and/or its interpretation and/or construction thereof, the same shall be referred to arbitration by a sole Arbitrator to be mutually agreed upon and appointed jointly by the Society and the Developers. In the event of no appointment of a sole, Arbitrator, the Arbitral Dispute shall be referred to the Tribunal or three Arbitrator, one to be appointed by the Society of the members) and another to be appointed by the Developer and Arbitrators so appointed shall appoint a Third Arbitrator who shall act as the presiding arbitrator. The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or its statutory modifications for the time being in force.

The Arbitration shall always be held in Mumbai and the Courts of Mumbai shall along have exclusive jurisdiction in the matter. The said proceeding shall be held in English language.

The Arbitration cost including fees paid to the Arbitrator, Cost for arranging place for conducting arbitration proceeding etc. shall be borne and paid by the parties equally initially and subject to

For PRAGATI DEVELOPERS

Partner

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outcome of the Arbitration. The decision of the Arbitrator shall be final and binding on the parties.

The aggrieved party reserves their rights to approach any competent court of Law or any other Authority as per Mumbai Jurisdiction.

15. Each party shall bear and pay their respective advocate's and legal advisor's fees, charges and expenses.

16. In this Agreement the word "he" and its grammatical variation shall wherever and as required mean 'she' or 'they and "their" respective grammatical variations unless offensive to the context thereof.

17. The Society herein declare that Society has not obtained Mhada offer letter for Re-Development of the aforesaid Property till date. The Society and Developers herein Jointly Declare and undertake that in case any additional FSI granted by Mhada or Concerned Development authority in respect of aforesaid Property in favour of the Society and Developers over and above the aforesaid FSI mentioned in the aforesaid Para of Recital Part of this agreement, in that event the Developers and Society shall make and execute supplementary agreement in that respect and pay stamp duty thereon and additional benefits of the members shall be discussed by and between society and developers therein.

THE SEAL OF THE SUB REGISTRAR KURLA-1 MUMBAI SUBURBAN DISTRICT

R. Jadhav

For PRAGATI DEVELOPERS

Partner

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands, the day and year first hereinabove written.

First Schedule of Property

All the piece and parcel of land situate, lying and being at Building No.57, Kannamwar Nagar, Vikhroli (East), Mumbai – 400 083 in the Registration District of Mumbai Suburban District admeasuring about 829.74 Sq. Mtrs and Tit-Bit Land if any shall be included in the said Area forming part of C.T.S. No. 356 (Pt.) Village Harilyali, Taluka Kurla at Kannamwar Nagar, Vikhroli - (East), Mumbai – 400 083.

THE SEAL OF THE SUB REGISTRAR KURLA 1 MUMBAI SUBURBAN DIST. (BANDRA-1)

For PRAGATI DEVELOPERS

Partner

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing on the day and the year First hereinabove written.

SIGNED, SEALED AND DELIVERED)

By the withinnamed "OWNER/SOCIETY")

KANNAMWAR NAGAR SALOKHA CHS LTD.,)

Through its)



1) MR. CHANDRAKANT RAJARAM NAR)

(Chairman)

सचिव अध्यक्ष खजिनदार
कन्नमवार नगर सलोखा को-ऑप. हौसिंग सोसायटी लिमिटेड

2) MR MANISH DATTARAM WAREKAR)

(Secretary)

सचिव खजिनदार
कन्नमवार नगर सलोखा को-ऑप. हौसिंग सोसायटी लिमिटेड



3) MR. SATYAWAN YESHWANT PARAB)

(Treasurer)

duly authorized by the Society, pursuant)

सचिव अध्यक्ष खजिनदार
कन्नमवार नगर सलोखा को-ऑप. हौसिंग सोसायटी लिमिटेड

to its Annual General Meeting held on)



In the presence of

1.

2.

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2022		

SIGNED, SEALED AND DELIVERED)

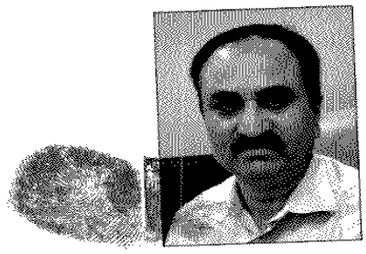
By the withinnamed "**DEVELOPERS**")

M/S. PRAGATI DEVELOPERS) For PRAGATI DEVELOPERS

Through its Partner) Teja Kesha Ravariya

Partner

MR. TEJA KESHA RAVARIYA) Teja Kesha Ravariya



in the presence of ....

1.

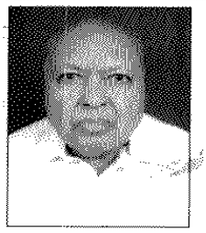
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SIGNED, SEALED & DELIVERED)

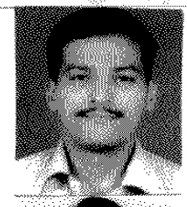
By the withinnamed Members of Kannamwar Nagar)

SALOKHA Co-operative Housing Society Ltd.)

THE SEAL OF THE SUB REGISTRAR KURLA-1

Sr. No.	Name	Flat No.	Signature	Thump	Photograph
1.	**MR. RAJARAM SUNDARAYYA EPPAKAYALA**	1433			

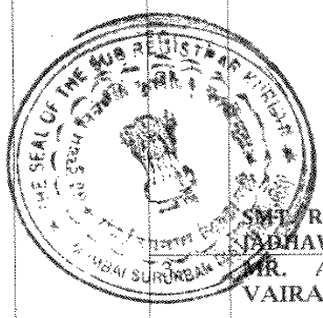
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Pages	59	169

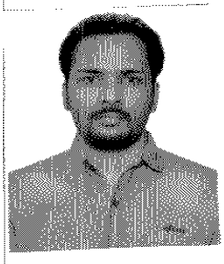
2.	SMT. SUHASANI GOVIND JADHAV MR. JITENDRA GOVIND JADHAV MR. RAVINDRA GOVIND JADHAV MRS. SUSHMA VIJAY KASARE SMT. RUCHITA RAJENDRA JADHAV	1434		    	    
	MR. ASHOK LAXMAN VAIRAT	1435			

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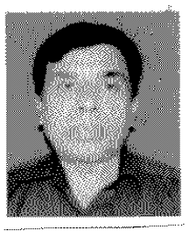
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4.	MR. SAMEER DATTARAM WAREKAR	1436			
5	MR. PRAMOD SAKHARAM PARAB	1437			करल - १ ३९५२ | ७९ | २३० २०२२
6	MR. FAUSTINE EUGINE PEREIRA	1438			
7	MR. VENKAT RAMAN MEENAKSHI	1439	M. Venkat Raman		

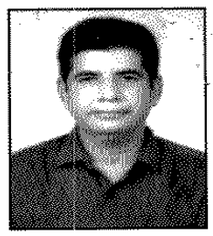
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8	MR. AJAY SUHAS THALI	1440			
9	MR. MAHESH KESHAV SALVI	1441			
10	MR. JAYAWANT RAMDEO TAMBE	1442			
11	MR. JAYWANT GOVIND CHAVAN	1443			

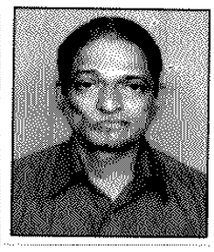
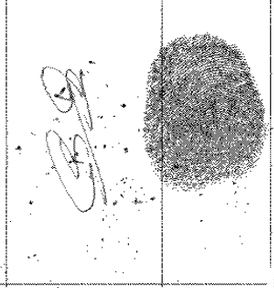
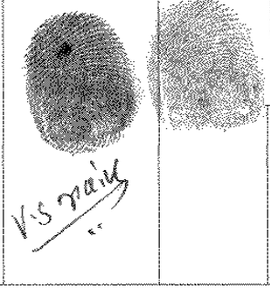
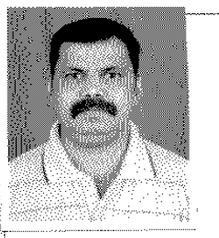
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THE SEAL OF THE SUB REGISTRAR KURLA-1
BANDRA SUBURBAN DIST. (MAHARASHTRA)

12	MR. MANISH DATTARAM WAREKAR	1444	M D Warekar करल - १ ३८५२ | ८१ | २३० २०२२		
13	MR. SANJAY GOVIND SAWANT	1445			
14	MR. SUNIL PANDURANG WALVE	1446			
15	MR. BABU NAGESH GANIGA	1447			

THE SEAL OF THE SUB REGISTRAR KURLA-1 MUMBAI SUBURBAN DIST. (BANDRA)

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16	MR. BALASAHEB VASANTRAO JADHAV	1448	Byadha		
		1449			
18	MR. SATYAWAN YESHWANT PARAB	1450			
19	MR. SHRIDHAR SHANKAR NAIK Through PoA	1451	 V S naik		

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३८५ | १२ | २३०
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THE SEAL OF THE SUB REGISTRAR
MUMBAI SUBURBAN DIST. (E-ANDHERI)

20	MR. SHRADDHANAND RAOBA NIKAM	1452			
21	MR. SURESH HARISHCHANDRA KHADPE	1453			
22	SMT. SHWETA SANTOSH SAWANT	1454			
23	MRS. RASIKA RAJAN RAUT	1455	R.R. Raut		

THE SEAL OF THE SUB REGISTRAR KURLA-1 SUBURBAN D.S.I. MUMBAI

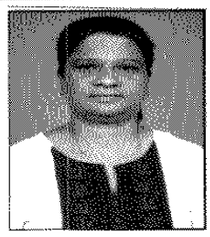
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2022

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24	MR. VIKRAM PANDIT KALYANKAR	1456			
25	MRS. SHWETA SANDEEP DEOKAR MR. SANDEEP SURESH DEOKAR	1457			
26	MR. DINESH MOHANLAL DARAD	1458			
27	MR. SURESH NIVRUTTI HANKARE	1459			

करल - १
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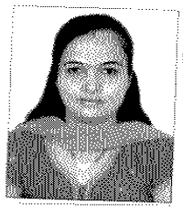
THE SEAL OF THE SUB REGISTRAR KURLA-1

32	MRS. QUEROBINA MAXIE DSILVA	1464			
33	SMT. SANDHYA SAHADEV KADAM	1465			
34	MR. PRAMOD RAMAKANT DALVI	1466			
35	MR. CHANDRAKANT RAJARAM NAR	1467			

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THE SEAL OF THE SUB REGISTRAR, KURLA-1

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Pages 67 to 169

28	MR. UDAY PURUSHOTTAM BHOGLE	1460			
29	MRS. KAVITA DEEPAK THORAT	1461			
30	MR. PRASHANT DADAHARI GITE	1462			
	MRS. SHWETA PRASHANT GITE				
31	MISS. PRIYA SUNILDUTTA MISHRA	1463			

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36	MR. SANTOSH SITARAM RINGE	1468			
37	SMT. PUSHPALATA MADHUKAR CHAVAN	1469			
38	MR. MANOHAR TUKARAM GHADIGAOKAR	1470			
39	MR. TULASHIRAM SANTU HANKARE	1471			

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40	**MISS. YOGITA DAULAT MORE**	1472			

In Presence of

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DEVELOPMENT AGREEMENT

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BETWEEN

KANNAMWAR NAGAR SALOKHA CO-OPERATIVE HOUSING SOCIETY LIMITED

THE SEAL OF THE SUB REGISTRAR KURLA-1

AND

M/S.

In respect of

All the piece and parcel of land situate, lying and being at Building No.57, Kannamwar Nagar 1, Vikhroli (East), Mumbai – 400 083.

नोंदणीचे प्रमाणपत्र

नोंदणी (इम्यु....एम्यु....)/पब्लिसिटी (पीब्ल)/2333/८४८८५

नोंदणी क्रमांक बीओएम/एच.एस.ओ.

या प्रमाणपत्राद्वारे प्रमाणित करण्यात येत आहे की,

कुन्नुमल सरकुर सहकारी को-
ऑपरेटिव्ह हौसिंग सोसायटी लिमिटेड,
पुणे.

ही संस्था महाराष्ट्र सहकारी संस्थांचे अधिनियम १९६० अन्वये (सन १९६१ चा मह
राहू अधिनियम क्रमांक २४) कलम ९ (१) अन्वये नोंदण्यात आलेली आहे.

त्याअर्थी अधिनियमाच्या कलम ११ (१) अन्वये व महाराष्ट्र सहकारी
संस्था नियम १९६१ यातील नियम क्रमांक १७ (१) अन्वये संस्थेस वरील
दाखल्यान्वये करण्यात आलेल्या दुरुस्त्यांना मान्यता देण्यात येत आहे.

दिनांक :- 20 - 6 - 1984

(सही)
(रंगनाथ इनामदार)
(दुय्यम) सहायक निबंधक सहकारी
संस्था (को-ऑपरेटिव्ह सेक्टर)
पुणे शहर/ग्रामीण व रायगड/मावळ पुणे

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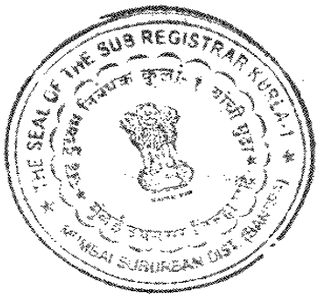
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Annexure A

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PRAGATI DEVELOPERS

List of Amenities Provided to the Society Members at New Flat

1. **2' X 2' Vitrified Tiles of Standard Company for Flooring shall be provided in all rooms in all flats in the Building.**

   (**Brand** – Ceramic Glazed Finished - Cera/ Nitco / Simpolo / Johnson , **Thickness** – at least 10mm, Finish- Nano, double-charged, Beige/White base tiles)

2. **All window seal frame will be of Black Granite & White marble Combination.**

   - Sliding Window of Jindal's Aluminum or any other equivalent brand having sections colour anodized with at least 5mm clear glass or thumps up glass. (Asahi/saint Gobain or any other equivalent brand on availability)
   - All windows will be with Powder coating, with anodized aluminum and sliding glass.
   - Windows with mosquito net. (New design)

3. **M.S. Grill shall be provided for all windows.**
   Windows will be in all Rooms from height of 14 inch to 18 inch from bottom.

4. **Decorative main door Shutter of good Quality with Burma Teak wood Frame shall be provided. Bedroom Door will be of Flush Door with Burma Teak wood Frame with 2 Coat Oil paint Finish.**

   Main door - Main door will have Night latch/ Twinbolt/ Tribolt of Europa/Godrej/Yale/MCM, aldrop 10", tower bolt. (Sunshine, Jolly or any other equivalent brand) all the fittings will be of SS finish fittings.

   Bedroom door –
   Solid Core Flush Door with Lamination
   (30 mm thick flush door having cylindrical Godrej/Europa lock, 06" tower bolt. (Sunshine, Jolly or any other equivalent brand)

   Toilet / bathroom door- Good quality made from uPVC / Hardner sheet.

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- Concealed fire retardant electrical wiring and electrical switches along with ELCB, RCCB & MCB for safety
- Adequate electrical points in living and bedroom (At least 2 additional Points for Mobile / Laptop charging in living and all bedrooms)
- A/C points and Provision for installations of split air-conditioning living room as well as in bed rooms
- Intercom connectivity in Living room.
- Provision for Cable Connection and Internet connection in Living and Bedrooms.
- **Tube light and Fan in all Rooms.**

5. Concealed Copper wiring with Adequate Electric Points shall be provided in all flats of the Building with Standard Company like Anchor Roma or equivalent with ELCB & MCB in all flats shall be provided. (Polycab / Finolex)

- Single phase Electric connection will be provided and be executed through licensed Electrical Contractor.
- Cable connection point, intercom facility and internet connections points will be provided in Living Room & in Bed Rooms.
- Duct for electrical & telephone and internet cabling.

6. **KITCHEN :**
ft. Long Kitchen Platform (Sandwich Pattern) of Jet Black Granite (Granite should be 15 mm to 18 mm thick including Steel molding) with attached Steel Sink (Nirali or Diamond Make) & 4ft. Ceramic Tiles will be provided up-till beam bottom, dado shall be provided of good quality.

- The wall area below the kitchen platform to have white / colored ceramic tiles.
- Wall tiles in kitchen - will be provided above platform till beam to bottom.
- Electric and plumbing point for Refrigerator, Mixer/Grinder and washing machines additional to that one 15 AMP point for Microwave.

7. Ceramic Tiles will be provided up-till beam bottom in W.C. & Bathroom in all flats of the building. English type W.C. Pan shall be provided in both Toilet/ in one of the Toilet.

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In Bathroom & W.C. Door -
Frame will be provided of Marble and A.C.P. Panels will be of Aluminum.

Wash Basin of Standard Quality with tap connection shall be provided. Wash basin (18" x 12") or any other equivalent (Hindware/Parryware/ Cera /Soncera)

- Ceramic fittings English W.C.
- Antiskid tiles flooring
- 'C' class GI pipe for Plumbing
- Electric point for geyser
- Electric point in bathroom including exhaust fan
- C.P. brass fitting (Mixer/Shower) of Jaguar (Series - Florentine, Essko), CERA / Seiko/ Parryware / Hindware or any other equivalent brand.
- Concealed CPVC Pipe fitting for bath/toilet/kitchen (Astral Prince or any other equivalent brand)
- UPVC/PVC for external sanitary lines with 2 mm thick galvanized bracket and U clamp to provide 2" gap from wall.
  All Pipes (Drainage and Water Supply) will be atleast 30 MM away from the walls.
- Glazed wall tiles full height (beam bottom)
- Normal / open Flush Tank
- Ceramic Tiles (Somani / Johnson)
- English type W.C. Pan shall be provided in both Toilet. (If any of the Tenant/ Tenants requires Indian W.C. then they have to inform the Society in Writing for the same before the Vacating the flat)

8. Concealed Plumbing work with Jaguar or Equivalent Brand Fittings along with **One Geyser & One Exhaust fan shall be provided in each Bathroom.**

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9. **Good Water Proofing Treatment shall be given for the W.C., Bathroom & Terrace.**

- The Terrace and balcony top if any will be topped with white colour glossy china chips.
- Guarantee of Water Proofing Treatment shall be given for the W.C., Bathroom & Terrace for five years without any alteration done it is in same condition as developer provided.

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10. **Decorative Entrance Lobby shall be provided.**

Common Facilities/Site Development

- Well-designed Entrance lobby/lobbies with Building Name and Tenants Name plates.
- The flooring of entrance lobby in Vitrified Tiles at least 2' X 4', 4' X 4' or bigger size.
- Doors for each floor landing /Staircase.
- Small Sofa, 4 decorative chairs for seating and one Tipoy in Lobby.
- One Table for Security Person and Chairs

11. Lift of Reputed Company shall be provided like (OTIS/KONE/Schindler) as per CFO Norms.
- Two Passenger Lift (8 - 10 Persons) and One Stretcher Lift.

12. Construction & Elevation to the Building should be as per M.C.G.M Norms.

13. **Compound wall & Proper M.S. Gate will be provided.**
- Adequate lighting facility, with good quality LED light on compound wall.

14. The Compound flooring shall be fully concreted with trimix Finish.

15. **The Society Office will be provided as per M.C.G.M Norms.**
- One 32 Inch TV, One Computer, One printer with Scanner (Copier), AC, Lights, Fans, Chair - 25 Nos., 2 Tables and 1 Cupboard for Society records.

16. Under Ground tank & Over Head Tank with required capacity shall be provided as per M.C.G.M Norms.

17. Two Submersible Pumps with Fully Automatic Control Panel with automatic ON/OFF level Indicator will be provided in each Tank as per CFO norms.

18. Entire flat will be painted in plastic emulsion paint including ceilings.

19. Common area of building viz, lifts lobby, staircase, entrance lobby etc. with good quality paint.

20. The external walls of your new building will be painted with good quality Apex paint along with water proofing coating.

21. Earthquake resistant construction.

22. Planning of Building will be as per considering minimum Vaastu Norms.

23. Provision of power backup Generator for common area of the society as per CFO Norms.

24. Mahanagar Gas Pipeline Provision will be provided.

25. **On Terrace Area** - Terrace garden, Meditation Area, Party area and Jogging track will be provided as well as Toilets and Water Connection also provided.

26. The fire-fighting installation works shall be as per Chief Fire Officer's requirement and DC regulations.

27. Pest Control and Anti-Termite Treatment Pest control Treatment in flooring plinth, super structure and every important stage of the work will be done as per the specifications and as per the I.S. code of practice.

28. Rain Water Harvesting All the rainwater shall be efficiently collected and shall be utilized for increasing ground water table or as specified by the MCGM rules subject to available of tube well or bore well in the plot and potable water.

29. Alternative fire fighting and Normal fire fighting meter to be provided.

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30. **Common Facilities**

- **Lightning arrester**
- **Provision for Car Battery Charging Point**
- External Signage board
- Garbage space
- Well-equipped common Toilet.
- CCTV camera including all Lifts with 32 Inch TV & intercom connection for the Society building premises as per the contractors and ISI specifications of good quality.

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THE SEAL OF THE SUB REGISTRAR KURLA-1 MUMBAI SUBURBAN (DIST.)

मुलांक जिल्हा कुर्ला

Annexure - C

कन्नमवार नगर सलोखा सहकारी गृहनिर्माण संस्था मर्यादित

इमारत क्रमांक ५७, कन्नमवार नगर नं.१, विक्रोळी (पूर्व), मुंबई - ४०० ०८३.

(नोंदणी क्रमांक - बी.ओ.एम. (डब्ल्यू-एस) एच.एस.जी. (ओ-एच)१३३३/८४-८५ दि. २९-०९-१९८४)

संदर्भ क्रमांक :

दिनांक फस्ल - १
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Date : 12/06/2021
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To,
Mr.Teja K. Ravariya
Pragati Developers
Office no. 101, 1st floor,
J.K. Chambers, Sector-17, Vashi,
Navi Mumbai - 400703.

Sub: Appointment Letter as a Developer of our "Kannamwar Nagar Salokha Co-Op. Housing Society Ltd" Building No. 57, Kannamwar Nagar [illegible], Vikhroli - (East), Mumbai – 400083.

Ref: Your offer Letter dated 5th June 2021

Dear Sir,

With reference to your first offer letter dated 13th April 20[illegible] and [illegible] various meetings you had with the Society Office bearers & Members, we have received your above mentioned Final offer letter and redevelopment terms and conditions as more particularly stated in your Offer letter dated 5th June 2021. We state as under: .....

1. In the Special General Body Meeting held on 10th June 2021, majority of the members present, unanimously accepted your said Offer letter for the redevelopment of our existing Building Property, namely, **Kannamwar Nagar Salokha Co-Op. Housing Society Ltd" Building No. 57, Kannamwar Nagar No 1, Vikhroli - (East), Mumbai – 400083.**

2. As per the resolution passed in the Special General Body meeting held on 10th June 2021, We decided to appoint you **"M/S. Pragati Developers"** having present address as Office no. 101, 1st floor, J.K. Chambers, Sector-17, Vashi, Navi Mumbai – 400703 as the developer for our Building Property "Building No. 57, Kannamwar Nagar 1, Vikhroli (E), Mumbai – 400083 on the terms & conditions as more particularly stated in your Offer letter dated 5th June 2021 and on further terms and conditions which will mutually decided by Society and M/S. Pragati Developers. We enclosed herewith the extract of resolution passed in the Special General Body meeting held on 10th June 2021 for your reference and record.

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