encashment for any reason whatsoever. Further, if the cheques with respect to the Corpus, Transit Rent, Brokerage & Shiftingare dishonoured for any reason whatsoever, the Society shall issue a Notice to the Developer asking him to pay the amount of the dishonoured cheques along with Bank charges within 30 (Thirty) days from the date of receipt of the said Notice, failing which the Society/Member shall be at liberty to take a legal recourse in respect of the same.

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10. **TIME PERIOD AND VACATING OF PREMISES:**

The Developer hereby agrees, accepts and undertakes to comply with the following timelines:

10.1 The Developer shall submit the proposed floor plans for the Members New Flats to the Society/Managing Committee for the approval of its Members. The Society through Managing Committee shall revert with comments/ proposed changes, if any, within 15 (Fifteen) days fromthe receipt of the same.

The Developer shall make such changes if the same are commercially viable and technically/principally approvable to them and MHADA / Competent Authority approving Plans. If the Society does not revert within 15 (Fifteen) days from the providing the proposed floor plans by the Developer then the same shall be deemed to have been accepted by the Societyand its Members.

10.2 Upon receipt of the IOA, the Developer shall submit to the Society one copy of the IOA along with the Approved Plan alongwith the Notice to Vacate in writing to the Society and its Members, calling upon them to vacate and handover the Old Building including Existing Members' old Flats, within 30 **(Thirty) days** of receipt of such Notice to Vacate, in accordance with the terms of this Agreement ("**Notice to Vacate**").

10.3 The procedure for handover of the Tenements of the Exiting Members, payment of Monetary Compensation to the Existing Members and the issue of Letter of Entry to the Developer by theSociety shall be as follows:

a. Upon issue of the Notice to Vacate by the Developer, an Authorised Official from the Developer's Office, on a pre-decided date and time every week during the period of Notice to Vacate shall remain present in the Society Office.

b. Against the Member handing over the vacant and peaceful possession of his/her/their Tenement and the keys of the said Tenement to the Authorised Official from the Developer's Office, the Authorised Official of the Developer shall handover the cheques towards Corpus, Transit Rent, Brokerage & Shifting to the Member.

c. Upon receipt of all the keys of the tenements of the Existing Members, the Society shall handover the Letter of Entry to the Developer on or before the expiry period of the Notice to Vacate and take acknowledgement thereof **("Handover Date)**.

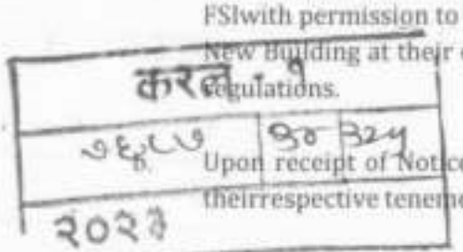
10.4 Without prejudice to the rights and entitlements of the Developer herein or otherwise availableto the Developer at law and further without prejudice to the liability and the obligations of the Member to abide by the terms and conditions of this Agreement, the Society has represented tothe Developer and hereby agrees, accepts and undertakes that the Society shall be responsible to cause all the Members to handover quiet, vacant and peaceful possession of their respective flats in the Old Building to the Developer for the demolition of the same within a period of 30 (Thirty) days from the Developer issuing to the Society a **Notice to Vacate** requiring the Societyto handover possession of the said Property being the Handover Date and issue Letter of Entry to the Developer.

10.5 The Members do and each of them doth hereby irrevocably agree that they shall handover quiet,vacant, and peaceful possession of their respective flats in the Old Building within a period of 30 days from the date of the issuance of the **Notice to Vacate** i.e. the Handover Date for the purposes of this Agreement, and the Society puts the Developer in quiet, vacant and peaceful possession of said Property, such that the Developer is in a position to forthwith demolish the Old Building.

10.6 It is an integral part of this Agreement that notwithstanding anything contained to the contrary,the Members shall vacate their respective tenements only after the Developer complies with allof the following:

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a. Gets the plans of the entire New Building submitted and obtains the IOA for primary FSIwith permission to load FSI / Development potential required for constructing the New Building at their own cost in the name of the Society as per the prevailing DCPR Regulations.



b. Upon receipt of Notice to Vacate, the Members shall handover vacant possession of theirrespective tenements along with key to the Developer as mentioned hereinabove.

11. LICENSE TO ENTER THE PROPERTY

It is clearly agreed and understood that upon handing over the vacant and peaceful possession of the said Property as mentioned above, upon receipt of the Letter of Entry the Developers areentitled to enter upon the said Property to take all the necessary steps for commencing development of the said Property as stipulated in this agreement.

12. ENTITLEMENTS OF DEVELOPERS

12.1 Developers shall immediately upon receipt of the necessary permission or sanction commence theconstruction of building/s entirely at their own costs and expenses, and for that purpose shall be entitled to do all the following acts, deeds, matters and things:-

a. Purchase and acquire maximum permissible FSI and/or fungible FSI, any other FSI allowed under as set out in the DC Rules including Regulation 33(5) of D.C. Regulations and get the same loaded or annexed to the said Property and obtain sanction for the purposeof re-development of the said Property,



b. Apply for premium/ incentive / compensatory FSI available or permissible by payment of premium to the concerned statutory authorities including Municipal Corporation of Greater Mumbai, MHADA, for development of the said Property, as per the present rules and regulations and as per any future modifications and or amendments to the said rules and regulations.

c. Submit the necessary building plans to concerned statutory authorities including Municipal Corporation of Greater Mumbai, MHADA and other concerned authorities for redevelopment of the said Property,

d. The Society and the members have given their irrevocable consent in writing, to the Developer entitling the Developer to modify, alter or amend the plans as and when required with prior sanction of Municipal Corporation of Greater Mumbai, MHADA or any concerned authority till the completion of the construction. However, the Society mustbe informed in writing and its approval must be taken in advance for the approval/ amendment of plans or revised of plans on sanction by Municipal Corporation of Greater Mumbai/MHADA, subject to the area of the Existing Members Premises not being reduced in any case.

e. The Developer shall with the prior written intimation to this Society be entitled to amend/revise the approved layout / building plans from time to time for the optimum development of the said Property, and to enable the Developer to utilize the full building potential (FSI/ Fungible FSI) of the said Property as may be available from time to time, in present and future, provided that such amendments / revisions do not reduce the carpet area of the Permanent Alternate Accommodation as agreed to be provided to the Existing Members.

f. Carry out re-development of the said Property by utilization of the FSI and/or FSI of33(5) or clubbing/ amalgamation of schemes and such other building potential as may be allowed to be utilized on the said Property as per the present norms or under any scheme prescribed under the Development Control Regulations for Greater Mumbai, 2034 as amended up to date and as amended from time to time, or under any other housing scheme formulated under any statute by consuming/ exploiting the maximum FSI in all

formats that will be available in respect of the said Property as per the provisions of law and/or as per the present regulations and rules.

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g. The Developer shall have authority and powers to carry out the redevelopment of the saidProperty and the Society shall execute a Specific Power of Attorney to enable Developer to carry out the development work of the new building/s. The said Special Power of Attorney shall be in co-existence and co-terminus with this Development Agreement.

h. The Developer shall be entitled to amalgamate the said Property with any other neighboring/ adjoining property including Building No. 45 and/or to develop the said Property jointly with adjoining Property as joint development and load available FSI/ development potential and other building potential of such neighboring/adjoining Property on the said Property as the Developer may deem fit and proper. In the event of any additional benefit & facilities agreed to be provided by the Developer to the members of the other society whichwill be amalgamated with the Society and /or the said Property, then, the same shall be provided to the members of the Society and same shall be recorded by way of asupplementary deed.

i. It is agreed that the Developer herein will be entitled to the benefit and use of all the orders,permissions, and exemptions, which the various authorities may grant in the course of thedevelopment of the said Property as also the building plans or amendments thereto as may be sanctioned from time to time subject to the terms of this Agreement.

j. It is agreed that the Developer shall be entitled to put up their hoardings and/or advertisement boards on the said Property and print brochures, letters, advertisements, or issue advertisements in newspapers, with a view to advertising the sale/disposal of the flat/shops/ units in the proposed New Building to be constructed by the Developer on thesaid Property. However, at the time of handing over the proposed New Building to the Society, the Developer shall be required to remove such hoardings and/or advertisement boards onthe said Property. The Developer shall be allowed to make any permanent fixtures on the flooring of the open terrace for affixing its logo and neon sign provided the same shall be maintained by the Developer.

k. The Developer shall be entitled to create charge security in respect of the Developer's Component to be constructed by the Developer or the development rights granted vide thisDevelopment Agreement hereby in favour of the Developer, with any bank, financial institutions, or any other public or private body or person and to raise any loan for financeand to execute any memorandum of Equitable Mortgage or Registered Mortgage or createany other type of mortgage on the Free Sale Area and /or the development rights granted hereunder in favour of the Developer; and to lodge documents for registration with the Sub-Registrar of Assurances and to admit execution thereof, as the Developer may desireat its sole and absolute discretion. It is clarified that in the event of the financer or lender requires the Developer to any assignments of rights in respect of the Free Sale Area out ofthe Developer's Component for securing a such loan for financial assistance availed of by the Developer, then the Developer shall be entitled to execute the requisite Deed of Assignment of the rights and entitlements the Developer hereunder in favor of the lender/financial institution or any third part, as the institution/lender may nominate. **ThisClause shall at all times operate as the irrevocable no objection of Society and Existing Members in that behalf.** The Developer shall under no circumstances create security either in the form of a charge or mortgage or otherwise in respect of the ExistingMembers' Premises and/or the Society's Property. The Developer shall be solely responsible for the repayment of such loans or financial assistance and the Society and its existing members shall not be responsible for the repayment thereof. The Developer hereby indemnifies and keeps the Society and the Existing Members indemnified from any such losses, claims, charges, or account of loans and financial assistance availed of bythe Developer from any lender/s. The Society shall not sign or execute any papers/documents as co-signatories or co-mortgagors with any Bank or Financial Institution for any finance to be raised by the Developers on the Developer's

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Component If a NOC is required by the Purchasers of the unit in Developer's Component from Banks/financial institutions, the Society shall diligently issue the same.

l. While the construction hereby contemplated is in progress, such construction as also all material or plants and machinery used or to be used in construction of the same shall remainon the said Property or any part thereof. The Developer shall, with a view inter alia to protect all such material and/or plants and machinery, be entitled to put up on the said Property, but at the costs of the Developer alone, necessary shed/s and/or cabin/s for accommodating workmen and/or security-personnel and/or for site office of the Developer. The Developer shall obtain necessary permissions from all the concerned authorities as may be required for that purpose.

m. The Developer shall ensure that the workers working on the said Property during the course of the development of the building/s shall be covered by a comprehensive insurancepolicy which will be in force till all the workers leave the construction site of building/s on the said Property.

n. The Developer will be at liberty to develop the said Property through any of its group entities or SPV specifically formed for this purpose. No separate consent will be required for the same at the material time, provided Roha Realty Private Limited shall continue tohold the majority share in the such entity or SPV till the receipt of the Occupation Certificate forthe New Building. It is agreed that the Developer and such group entity or SPV shall continue to remain liable and responsible for acts and deeds agreed to be performed by theDevelopers in terms hereof and agreements / writing executed with the Society and /or itsMembers and that such group entity and SPV shall also be liable to abide by the Terms of this Development Agreement.

o. The Agreement shall remain in force till the Developers complete the work of construction in its entirety and obtain Full Occupation Certificate. The Developer is also authorized to decide and to provide the required space of the Society land for electrical substation only if such compulsion is imposed and/or demanded by MHADA and/or MCGM and/or insisted by the power Supply Company and society shall subsequently enter into a lease agreement for the said portion of the land with the concerned power supply company.

13. OBLIGATIONS OF DEVELOPERS

13.1 In carrying out the said work of re-development of the said Property by constructing a New Building on the said Property, the Developer shall confirm to the provisions of all the Acts, Rules Bye-laws, for the time being in force and will obtain all the necessary sanctions of statutory and/orlocal authorities in respect of or for the proposed re-development of the said Property and shall carry out the construction work in conformity with the plans approved for that purpose and with the consent of statutory or local authorities. The Developer shall not start any work of development on the said Property unless the building plans are approved and I.O.D and concernedNOCs are received from concerned statutory authority, such as MHADA, M.C.G.M., etc. in respect of such proposed New Building, the Developer shall indemnify the Society keep them indemnified from and against all and any demand, a claim arising out of any violation or breach ofany provision of law, rules or regulations connected with re-development of the said Property.

13.2 The Developer shall hereafter pay all deposits, premiums, fees, and/or charges to the Municipal Corporation of Greater Mumbai, MHADA, or other authorities for obtaining their approval and sanction to plans submitted by the Developer and for the aforesaid purpose shall be entitled to give all writings, affidavits or undertakings as may be required.

13.3 It is agreed between the parties hereto that all charges and expenses including but not limited to the construction costs, IOA, C.C, Occupation charges, betterment charges, development charges, and all other charges or fees including but not limited to all architects, engineers, surveyors' fees, PMC charges, Legal Advisor Charges, etc., and/or all the deposits to be made or

to be paid to theconcerned statutory authority, M.C.G.M., MHADA, or any other Government Charges and/or allincidental expenses for the purpose of re-development of the said Property as may be incurred hereinafter shall be borne and paid by the Developer alone. The Developer shall at their costs andexpenses comply with the prevailing norms and rules and regulations relating to rain water harvesting, which is required to be followed as per New Building regulations. The Developer shallindemnify and keep indemnified the Society against any claim which may be made by anyone asa result of the Developer committing any breach of the provisions of any law or terms of any agreement entered into by the Developer for carrying out the said development / construction work.

13.4 The Developer shall in the course of construction and completion of the new building to be constructed on the said Property, do all lawful acts and things required by and perform the works in conformity, in all respects, with the provisions of the statutes applicable thereto and withbye-laws and the rules and regulations of the concerned statutory authorities, M.C.G.M., MHADA or any public body or local authority or authorities having jurisdiction to regulate the same and shall throughout save harmless and keep the Society indemnified of, from and against all claims for the fees, charges, fines and other payment whatsoever, which during the progress ofthe work may become payable or be demanded by the said authorities or for any time done or caused to be done or omitted to be done under the authority herein contained.

13.5 The Developer shall bear all the taxes, duties, dues, and outgoings from the Handover Date till thereceipt / obtaining of the Occupation Certificate for the New Building. It is agreed that Developershall hereinafter be responsible to pay all the land under construction (LUC) taxes in respect of the proposed new development of the said Property. After obtaining the Occupation Certificateand upon expiry of the thirty days of the Possession Notice, the Developer shall not be liable for all times in the future, to pay the municipal taxes and other outgoings, N.A. Taxes, etc. in respect of the said plot of land and the said New Building, and the responsibility of the taxes and/or other outgoings in respect of the New Building shall be that of the Society and its Members. The Developer also agrees and undertakes to incorporate in the agreement with flat/shop purchasers about their liability of taxes.

13.6 Subject to the Force Majeure events, the Developer agrees to :

a. Use its best endeavors to obtain IOA/IOD within 6 months from the execution of the Development Agreement and the Developer also agrees to use its best endeavors to obtain commencement certificate within one year from the date of obtaining IOD

b. Obtain occupation certificate within a period of 24 (Twenty-Four) months from the receiptof the Plinth Commencement Certificate, The Grace Period of 12 months shall be allowed to the Developer beyond the expiry of the aforesaid period of 24 months. However, the Developer will not be responsible for delay in construction and completion on account ofreasons beyond the Developers control, such as acts of God, earthquake, flood, pandemic, lightning, or any litigations or stay orders by any court or statutory authorities,not arising from the default of the Developer and also other circumstances like strike, war,civil unrest, order or notification of the government or other force majeure conditions butnot limited to any change in policy decision or litigation subject to the Developer not discontinuing the Transit Rent.

c. In the event, other than force majeure, if there is a delay in obtaining the Occupation Certificate and handover of the Existing Members' Premises within period of 36 months from the date of receipt of the Plinth Commencement Certificate, the Developer shall be liable to pay to the Societyliquidated damages to the tune of Rs. 1,00,000/- (Rupees One Lakh Only) per month, as genuine agreed pre-estimated liquidated damages, till receipt of the Occupation Certificate.

14. The Developers shall in the course of erection and completion of the said building do all lawful acts and things required and perform the acts in conformity in all respects with the provisions of the statutes applicable thereto and with the Byelaws and Development Control Regulations

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of the Municipal Corporation, MHADA, Development Control Rules and Regulations of other public Body or local authority or authorities which have jurisdiction to regulate the same and shallthroughout save harmless and keep the said Society indemnified from and against all claims, fees, charges, fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the said authorities in respect of the said 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 possession all claims, easements, outgoing, rents, Municipal taxes and other dues imposition and burden at any time hereafter chargeable against the Society or occupiers in respect of new tenements proposed to be occupied and enjoyed by the new members of the society or otherwise relating to the said land and building or any building thereon and when they shall become due and/or payable and shall keep the said Society indemnified from and against the payment thereof.

15. The Building shall be constructed meeting all compliances as per DC Rules. The height requirement shall also be as per DC Rules.

16. The Developers shall not at any time cause or permit any public or private nuisance in or upon the said Property or do anything which shall cause unnecessary annoyance, inconveniences suffering hardship, or disturbance to the Owner or to the occupants of the neighboring properties.

17. It is agreed that all costs, charges, and expenses in relation to the demolition of the existing building on the said Property shall be borne and paid by the Developers alone whereas before vacating their respective tenements/premises the members can take their fixtures and the Developer shall be entitled to receive all that stuff left by the Members which include iron steel doors, windows, wood, bricks, etc. The Developer shall be entitled to sale and to retain the proceeds thereof for the purposes of the benefits of the Developer.

18. The Developer shall obtain all the necessary approvals/ permissions for the redevelopment of the saidwork and will fulfill all the conditions stipulated in such approval/ permissions before handing over the possession of Existing Members' Premises to existing members after obtaining an Occupation Certificate from the M C G M/MHADA Any lapses on this will be the sole responsibility of the Developer.

19. **QUALITY OF WORK**

19.1 The standard and quality of work of construction and the material used for construction will be conforming to standards and specifications in consonance with the National Building Code of India. All the construction materials of the new building will be used as per the make and qualities agreed between the Society and Developer. and the Developer will provide internal amenities for all Existing Members Premises of the society as per Annexure - I.

20. **EARMARKING OF AREA AND SALE OF TENEMENTS:**

20.1 Immediately after the preparation of all plans for the new building and its approval from the competent authorities and issuance of I.O.D. and C.C., the parties shall earmark the Existing Members' Premises and Developer Sale Premises.

20.2 The Developer shall on their own account be entitled to sell or allot on an ownership basis or otherwise various residential Flat/Shops/premises to be constructed by them in building/s on the said Property coming to their share **("Developers Sale Component")** with or without open and/or enclosed parking spaces and Developer shall be entitled to appropriate and receive consideration of sale from such prospective purchasers and for that purpose shall be entitled, to enter into agreement or arrangement in their own name in such manner as they may deem fit andproper. Such agreement mentioned in this clause shall be on a 'principal to principal' basis and shall not be as agent or representative of the said Society. Such agreements

shall be in consonancewith and in keeping with other terms of this Agreement. The Developer's Sale Component wherever appears in this Agreement shall include all Developers Sale Flats, Shops, and Developers Car Parking Spaces and shall exclude Existing Members' Premises, Existing Members' Car Parking Spaces, Visitors' Car Parking Spaces, and Common Areas as mentioned in Section 2 (n) of the RERA Act.

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20.3 It is expressly agreed and understood that the Developer herein shall be entitled to sell units comingto their shares in their own name in such manner as they may deem fit and proper and also entitled to seek and avail of financial facilities from banks and/or financial institutions by creatingcharges or mortgage in respect of the Developers Sale Component in such manner as they may deem fit and proper without putting any financial liability on the said Society and will keep the Society indemnified from such deeds.

20.4 The Developer shall be liable to pay to the Society maintenance charges in respect of the unsold flat after 12 (Twelve) months from receipt of Full Occupation Certificate (OC). Further, if the Developer enters into leave and license/lease Agreement in respect of unsold Flats, then the Developer has to pay the non-occupancy charges as may be as per the applicable provisions in respect thereof.

20.5 It is agreed that for the purpose of giving effect to this clause, the Developer shall be entitled to sign and execute necessary agreements, letters of allotment, memorandum of understanding, and/or writings for transfer, sale, or allotment of the units in favor of prospective purchasers orbuyers including to receive and accept consideration amount from the prospective buyers and purchasers and to appropriate the same for their own benefits and to give valid receipts and discharges for the same. The Developer shall also be entitled to register such documents with registering authorities.

20.6 As per the Development Agreement, the Society agrees and undertakes to admit new prospectiveflat/shop purchasers as members of the said Society. The Society shall admit the Flat/Shop Purchasers as per the list provided by the Developers to the Society along with necessary application for membership and copies of their respective sale agreements. The Flat/Shop Purchasers shall be required to pay the requisite Transfer Fee of Rs. [illegible] and the Entrance Feesof Rs. 100/-. In addition to the same, each Flat/Shop Purchaser shall be required to contribute a sum of Rs. 25,000/- (Rupees Twenty Five thousand only) towards repairs and contingency funds which shall be in the same proportion i.e. Rs. 25,000/- (Rupees Twenty Five thousand only) as deposited on behalf of the Existing Member of the said Society by the Developer. The Developershall deduct a sum of Rs. 25,000/- (Rupees Twenty Five thousand only) per existing member from the corpus amount payable to the existing members as per Clause No. 9.1 (a) (iii) stated above, and deposit the said amount with the Society. The Developer shall capture the same in thesale agreement to be executed with the flat/shop purchasers. Save and accept the amounts as stated hereinabove, the Society shall not demand/charge any other amount under any pretext from the purchasers of the Developers Component for the membership of the Society.

21. BRANDING AND NAME OF THE NEW BUILDING.

21.1 It is agreed between the parties that the entire branding of the said project shall be undertaken bythe Developer under their name and the Developer shall be entitled to put up their hoardings and/or advertisement boards on the said property and print brochures, letters, advertisements or issue advertisements in newspapers, with a view to advertising sale/ disposal of the premises/ unitsin the proposed new buildings to be constructed by the Developer on the said Property. The Developers undertake to remove such hoardings and/or advertisement boards upon handover of the proposed New Building to Society. The Developer shall -be allowed to make any permanent fixtures on the flooring of the open terrace for affixing its logo and neon signs provided the same shall be maintained by the Developer. In any case, such authorization of fixing up name board(s) shall not create any rights, title, and interests on 'The said Property' or any part thereof,except for 'The Development Right(s)' and/or 'The Selling Right(s)' of the Developers Sale Component as conferred herein.

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21.2 The Developer shall have the right to name the building and the Society agrees to retain the name.The Developer shall invite the Society's suggestions for the name/s of the building. The Society agrees thatit will not change/ alter the name of the building without prior written permission of the Developer even after the new building is handed over to the Society.

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21.3 The Developer agrees that the Society's name shall be retained and the name of the Society shall not be changed.

22. **FURTHER ASSURANCES:**

The Society and the existing members hereby agree and undertake from time to time and at all times hereafter at the request and cost of the Developers to do and execute all documents and such deeds and writings and/or powers and authorities, declaration, and consent whatsoever forthe effectual development of the said property by the Developer.

23. **REPRESENTATION MADE BY THE SOCIETY AND THE EXISTING MEMBERS**

23.1 The Society has consented and confirmed to this arrangement and hereby agrees not to create any hurdle or hindrances or raise any objections with respect to the Developer taking necessary steps for the development of the said Property under the prevailing DC Rules including 33(5) of theDC Rules as the Developer may deem fit and proper.

23.2 The Society shall co-operate with the Developer and ensure that all the existing members vacate their respective structures and co-operate with the Developer for enabling the Developer to demolish the existing building and construct a new building in its place and stead. In the event that the existing members refuse to hand over the empty, vacant, and peaceful possession of their respective Existing Tenements and the said Building to the Developer for the redevelopment of the said Property within the stipulated time and/or if the Developer and/or the Society have to adopt legal proceedings against such dissenting member/s then in that event such member shall be required to pay a penalty of Rs. 10,000/- (Rupees Ten Thousand Only) per day as liquidated damages and also the actual costs of the legal proceedings as may be incurred by the Developer and the Developer shall be liable to deduct the same from the Corpus of the respective member/s giving such late possession and such penalty shall continue till the date the default continues. The Society shall assist and /or shall initiate legal proceedings against such obstructionist, dissenting members.

24. **NEGATIVE CONVENANT AND ORIGINAL DOCUMENTS**

24.1 It is agreed that Society shall not sell, transfer, mortgage, alienate and/or enter into an agreementor arrangements, joint ventures or create any third-party rights in respect of the said Property orany part thereof during the subsistence of this agreement.

24.2 It is agreed that if construction is carried as per approved plans, the Society and its Members shall not in any way cause any obstruction or interruption in the construction and re-developmentwork carried out by the Developer and shall not do or omit to do any acts, matters or thing whereby the Developer shall be prevented from carrying out the development of the said Property.

25. **PARTIES TO ATTEND OFFICE OF SUB-REGISTRAR:**

The parties hereto agree to register this document and such other documents in consonance withthis deed in the office of Sub-Registrar of Assurances as may be required by the Developer.

26. **SPECIFIC PERFORMANCE**

26.1 If either Party to this Agreement commits any willful delay and/ or default in complying with

itsobligation specified in this Agreement, then the other Party (non-defaulting party) shall inter aliabe entitled to specific performance of these presents and/ or to recover all the costs, charges andexpenses incurred by such other Party on account of compelling them to enforce specific performance of these presents.

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27. **FORCE-MAIEURE:**

Subject to the provisions of the articles, parties to this agreement shall not be liable for any failure or delay on their part in performing any of their obligations under this agreement by reason of failure or delay, if such failure or delay shall be the result of or arising out of force majeure conditions and provided that the party claiming force majeure shall use its best efforts to avoid to remove the such cause of non-performance and shall fulfill and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed. Any extraordinary event which cannot be avoided or controlled by the parties shall for the purpose of this agreement, be considered a force majeure event, the said events include only acts of God, flood, storm, earthquake, fire war, riot, insurrection, acts of public, acts of the enemy,sabotage, invasion, terrorism, endemic, pandemic, statutory or government or municipal restrictions or amendments, provided however the Developer shall continue to pay the 'Transit Rent during the period of Force Majeure.

28. **EVENTS OF DEFAULT**

The occurrence of any of the events set out hereunder shall constitute as events of default:

a) The Developer defaults in fulfilling the following obligations under the present agreement:

i) Payment of Transit Rent beyond the agreed date continues for period of consecutive three months;

b) Reconstitution of the Developer Company by diluting more than 51% share in its group entityor SPV involved in the Project;

c) An insolvency or bankruptcy event occurs with respect to the Developer or any of its group entity or SPV or the Developer files any petition for bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar release under any central or state law for the time being in force or the Developer makes an assignment for benefit of its creditors or the Developer admits in writing its inability to pay its debts generally as theybecome due or

d) The Developer assigns development rights with respect to the redevelopment of the said Propertyunder this Agreement.

Upon the occurrence of any of the aforesaid Events of Default, the said Society shall issue a Notice, in writing **("Default Notice")** to the Developer stating therein the Event/s of Default calling upon the Developer to remedy the defect within a period of 4 (Four) months from the date of issue the Default Notice. In the event the Developer fails to remedy the default within a period of 4 (Four) months, the Society shall be at the liberty to exercise its remedies for enforcement of its rights available under the law.

29. **SECURITY FLAT:**

As mutually agreed between the parties, the Developer has agreed to reserve and offer to the Society as security a total area of 600 sq. ft. (MOFA Carpet Area) from the Developer's Component **("Security Flat")**. Once the plans are sanctioned by the relevant authorities, the Developers shall send a written communication to the Society identifying the said Security Flat. Upto receiving the Occupation Certificate,the Developer will not be entitled to deal with or dispose of the Security Flat or create any Mortgage, Charge, or Encumbrances in respect thereof. Upon obtaining the Occupation Certificate, the Security Flat shall standreleased as security, without any further acts and deeds, and the Developer shall be entitled to deal with ordispose of the Security Flat or create any Mortgage, Charge, or Encumbrances

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in respect thereof.

30. **NO PARTNERSHIP, JOINT VENTURE, OR AGENCY**

It is agreed that this agreement shall not be construed or does not amount to partnership or jointventure between the parties hereto nor does it amount to creation of any relationship of agency.

31. **AMENDMENT OF BUILDING PLANS:**

The Developer is entitled to amend the building plans as they deem fit with prior written intimation of the Society in terms hereof, however, the Developer shall not reduce the size of the Existing Members Premises and that the Developer shall inform their decision in advance to amend the plans to the Society in writing.

32. **POSSESSION NOTICE:**

a. The Developer hereby agrees that after obtaining Occupation Certificate in respect of the ExistingMembers Component of the New Building, the Developer shall offer possession of the MembersNew Flats to the Society and/or the Members. The Developer shall give the Society and/or Existing Members a Notice **("Possession Notice")** to occupy the Existing Members' Premises within 30 days from the date of the Possession Notice is issued in writing **("Possession Period")**for taking possession of the Existing Members' Premises as per their respective entitlement.

b. Upto the end of the Possession Period, the Developer shall pay Transit Rent to each Existing Member. In the event, the Existing Member/s fail to take possession of the respective Members New Premises within the Possession Period, the Developer shall not be obliged to pay further Monthly Displacement Compensation to the such Existing Member/s.

c. The Developer shall hand over to the said Society all the certified / Original copies of plans, IOD, CC, full Occupation Certificate, structural drawings, elevation drawing, as built drawings, plans of building, details drawings for concealed plumbing and generator or alternate electricity supply as per chief fire officer's NOC etc. at the time of handing over the said Property to the Society.

33. **DEFECT LIABILITY**

33.1 If any construction defect in respect of the said New Building is notified to the Developer (in writing) by the Society within 5 years, from the date of the Full Occupancy Certificate/s and/or from the expiry of 30 (Thirty) days of the Possession Notice whichever is later, then such construction defect/s shall be rectified by the Developer at its costs within a period of 30 days from receipt of such written intimation by the Society in this respect. Provided that the Developershall not be liable for any defect arising out of work carried out by the Society and/or the Members,if such work affects structural stability or the waterproofing treatment carried out by the Developer.

33.2 The Developer shall carry out water proofing treatment from a reputed agency to ensure that therewill be no leakage from the terrace, bathrooms, drainage system etc., if however any leakage is found within 5 (Five) years from the date of Full Occupancy Certificate, except in case of any act,commission or omission or damage caused by the Society/ Members (both existing or future, including incoming members), or caused by acts of god or Force Majeure Event, the Developershall ensure that the water proofing agency shall carry out repairs.

33.3 Any breakage of amenities provided in the Existing Members Premises, defective functioning of doors, windows, hardware, tiling etc., due to defective work/material/workmanship shall be replaced/rectified by the Developer within 30 (Thirty) days of handing over possession of ExistingMembers' Premises and not thereafter.

34. This Agreement constitutes the entire understanding arrived by and between the Parties hereto in respect of development of the said Property and it overrides all the previous communications, offers, writings etc. between the Society and Developer. Any amendments or modifications to the aforesaid terms and conditions of this Agreement shall be made as mutually agreed upon by the Parties and thesame shall be in writing and duly signed and registered by the Parties hereto.

35. Within 6 **(Six) months** of the receipt of the Occupation Certificate, the Developer shall handover to the Society, the possession of the New Building simultaneously with the Society executing in favor ofthe Developer a Possession Receipt, upon which the Developer shall also handover to the Society:

a. The certified true copies of IOA/IOD along with approved plans, drawings of plumbing, electrical etc., Commencement Certificate, Full Occupation Certificate, MHADA NOC, and all others permissions/sanctions/approvals/warranties/AMC in original;

b. Details of expenses incurred by the Developer for maintenance of the New Building from the date of obtaining Occupation Certificate till handing over possession of the New Building to the Society;

c. Balance Amount of Maintenance Charges that may have been collected by the Developer from the Member and prospective purchasers and details thereof;

36. **STAMP DUTY REGISTRATION CHARGES, GST AND OTHER CHARGES:**

All out of pocket costs, charges and expenses of and incidental to this Agreement, Special Power of Attorney, Tripartite Agreement, Supplementary Agreement or any other document and the documents which may be required to be executed in pursuance of this Agreement including Stamp Duty and Registration charges, Metro Cess shall be borne and paid by the Developers alone. The Stamp Duty, Metro Cess, Registration charges in respect of Permanent Alternate Accommodation Agreement and GST for the entire Existing Members Premises, shall be borne and paid by the Developers alone. The Developer shall provide [illegible] for registration of the Permanent Alternative Accommodation Agreement, however, if any member/s is/ are unable to be present at the time of registration due to their poor health/ or their getting stuck abroad, or out of town, old age etc., the Developer will help the Members at the cost of Membersand do the needful to the affected members in completing the registration of individual documentat a latter suitable date and it is further agreed by and between parties hereto that all members who are desirous to buy additional area shall solely pay their applicable stamp duty, metro cess,GST and registration and legal fees in respect of additional purchase area. 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 shall be solely responsible to bear and pay the paymentof any arising stamp duty, registration charges and all other incidental costs associated with his/ her/ their respective Permanent Alternate Accommodation Agreement.

37. **TAXES AND OTHER OUTGOINGS:**

37.1 Assessment taxes, water charges, extra water charges, Electricity Bill, N.A Taxes, property taxes and all other tax shall be borne and paid by the Developers from the Handover Date till the 30 (Thirty) days from the Offer Date.

37.2 It is agreed that the parties hereto shall bear the liability arising from their respective Income Tax.

37.3 It is agreed that all taxes or any other type of levies, imposition, outgoings in respect of the consideration received by and under these presents or arising out of the matter connected with thesaid property or this agreement, shall be borne and paid exclusively by the person receiving suchconsideration.

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38. **ENTIRE AGREEMENT:**

This agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all negotiations, commitments and writing prior to the datehereof pertaining to the subject matter of this agreement.

39. **NOTICES:**

39.1 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 Email address Chembursvtimkeranchs@gmail.com or Registered A.D. or Hand Delivery or by Courier to the Society at the address address flat no.1513, Building No. 44, Opp. AFAC English School, Subhash Nagar, Chembur(E), Mumbai-400071.

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

39.3 All the notices to be served on the Developer as contemplated by this Agreement shall be deemed to have been duly served on Email address info@roharealty.com and or if sent by Registered A.D. or hand delivery or by Courierto the Developer at the address specified at the beginning of this Agreement.

In the event of the change of registered office address of the Developer, the Developer shall within 7 days of such change inform the Society alongwith documentary evidence to that effect. In the absence of same, notice given at the above address shall be deemed to have been served if sent by Registered Post or hand delivery or by courier to the said address.

40. **ARBITRATION:**

40.1 All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the development of the said Property or the rights touching or concerning the redevelopment work or effect thereof or to the rights or liabilities of the partiesor arising out or in relation thereto whether during or after early determination or closure or breach of the contract shall after written notice by either party to the agreement to the other of them hereinafter mention be referred for adjudication to a Sole Arbitrator to be appointed as hereinafter provided.

40.2 Both the parties to appoint mutually agreeable sole arbitrator and the hearing shall be subject toMumbai jurisdiction only.

40.3 The redevelopment work under the agreement shall however continue during the Arbitration proceedings.

40.4 The fees of the Arbitrator and the expenses of the arbitral proceedings to be share equally by both the Parties.

40.5 The award to the Arbitrator shall be final and binding on both the parties.

40.6 Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

40.7 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any amendment thereto.. The seat and the venue of Arbitration will be in Mumbai and the Courts in Mumbai will have exclusive jurisdiction.

41. **MISCELLANCEOUS:**

41.1 The headings to various clauses of this agreement are given for the purpose of convenience anddo not form part of this agreement and shall not control or affect meanings of the said clauses.

41.2 This agreement is executed in duplicate and each copy would be considered as original.

41.3 This agreement shall not be varied or modified except by an instrument in writing signed by allthe parties.

41.4 The Developer will register this redevelopment project under Real Estate (Regulation &Development) Act, 2016 in Maharashtra as per the applicable provisions in respect thereof.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land or admeasuring about 838.95 sq. meters, having CTS No. . 828 (part) Sub 828/106 to 828/117 of village Chembur along withthe building thereon housing 36 tenements, known as Chembur Jyoti Niketan, Co-operative Housing Society Limited situated, lying and being Building No44, Subhash Nagar, Chembur (East), Mumbai – 400 071and bounded as follows, that is to say:

On and towards the North byBuilding No. 45
On and towards the South byM.H.B.S Boundry line
On and towards the East by Proposed 100'-00" Nallah Diversion
On and towards the West by 30'-0" Wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO

Sr. No.	Name of Members	Tenements No.
1.	MS. RAJANI CHANDRASEKHARAN PILLAI	1495
2.	MR. KASHINATH SORAN DABHADE	1496
3.	MR. MURUGAN PACHIMUTHU PADYACHI	1497
4.	MS. USHA SUDHAKAR RAUL	1498
5.	MS.XENIA OMAR SHERIFF	1499
6.	MS.VIMALA BABU TANK	1500
7.	MS.JANICE JOHN	1501
8.	MS. NIRMALA VITTHAL CHAVAN	1502
9.	MS. SANGEETA P. KARLEKAR	1503
10.	MR. VINCENT FERNANDEZ	1504
11.	MR. RAJARAM MUDALIAR	1505

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12.	MR. MATHEW C. D'SOUZA	1506
13.	MS. V.GEETA	1507
14.	MS. SAROJINI PAVITRAN K.	1508
15.	MR. V. SANTOSH NEMAN	1509
16.	MR. SURESH K. NAMBIAR	1510
17.	MS. SYLVIA C. LOBO	1511
18.	MS. SHOBHANA EKNATH GONDHALEKAR	1512
19.	MR. SATISH M. BHINGARDE	1513
20.	MS. SHAILA NARSINGH NAIK	1514
21.	MR.G.K. PANCHAL	1515
22.	MR.KESHAVJI BHANJI GALA	1516
23.	MR.PRAVIN KESHAVJI GALA	1517
24.	MR. VISANJI BHANJI GALA	1518
25.	MS. CHANDRAHASA N. POOJARI	1519
26.	MR. NEMINATH NARAYAN MANGALE	1520
27.	MR. RICHARD D. DIAS	1521
28.	MR. BHIMRAO CHIMAJI NILVE	1522
29	MR. MURUGAN P. PADYACHI	1523
30	MR. PREM SHANKAR SHARMA	1524
31	MS. SUREKHA B. PADWAL	1525
32	MR. NARENDRA SAHEBRAO THAKUR	1526
33	MS. JYOTI DHIRAJ GALA	1527
34	MR. BHARAT N. SHAH	1528
35	MR. SHASHIKANT LAXMAN WADEKAR	1529
36	MR. G.R. ACHARYA(DECEASED)	1530
3.	Mr. MURUGAN P. PADYACHI	1497

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

COMMON SEAL and SIGN of the)

within named Chembur Jyoti Niketan)

Co-operative Housing Society Limited,)

Through its)

1) Mr. Mathew D'souza (Chairman))

2) Mr. Satish Bhingarde (Secretary))

3)Mr. Biren Gala (Treasurer))

who have been Authorized by Special General)

Meeting of the society Held on 26/03/2023)

In the presence of)

1)

2)

COMMON SEAL and SIGN OF THE)

withinnamed "DEVELOPERS")

M/s ROHA REALTY PRIVATE LIMITED Through)

its Director/Authorised Signatory/Representative)

Mr. HARSHVARDHAN S. TIBREWALA

who has been Authorized by Board Resolution dt. 20/02/2023)

In the presence of...)

1.)

2.)

SIGNED AND DELIVERED)

By members of **Chembur Jyoti Niketan**)

Co-operative Housing Society Limited)

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Sr. No.	Name of Member	Thumb/Sign	Photo
1	MS. RAJANI CHANDRASEKHARAN PILLAI Flat No.1495	Rajany	
2	MR. KASHINATH SOPAN DABHADE Flat No. 1496		
3	MR. MURUGAN PACHMUTHU PADYACHI Flat No.1497	P. murugan	
4	MS. USHA SUDHAKAR RAUL Flat No.1498		
5	MS. VENU UMAR SHERIFF Flat No. 1499	VenuSharaff	
6	MS.VIMALA BABU TANK Flat No.1500		
7	MS.JANICE JOHN Flat No.1501	Janjohn	
8	MS. NIRMALA VITTHAL CHAVAN Flat No.1502	Nirmal	

9	MS. SANGEETA P. KARLEKAR Flat No. 1503	Sparlekar	
10.	MR. VINCENT FERNANDEZ Flat No. 1504	Vincent Fernandez	
11.	MR. RAJARAM MUDALIAR Flat No. 1505		
12.	MR. MATHEW C. D'SOUZA Flat No.1506	MDSouza	
13.	MS. V.GEETA Flat No.1507	Geeta	
14.	MS. SAROJINI PAVITRAN K. Flat No.1508	SAROJINI	
15.	MR. V, SANTOSH HEMANI Flat No.1509	Santosh	
16.	MR. ~~Sukhsukh Kashyap~~ Flat No.1510 Priya S Nambiar	Rambrau	

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17.	MS. SYLVIA C. LOBO Flat No.1511		
18.	MS. SHOBHANA EKNATH GONDHALEKAR Flat No.1512		
19.	MR. SATISH M. BHINGARDE Flat No.1513		
20.	MS. SHAILA NARSINGH NAIK Flat No. 1514		
21.	MR.G.K. PANCHAL Flat No.1515 Shown his POA holder Deepak Panchal		
22.	MR. KESHAVJI BHANJI GALA Flat No.1516		
23.	MR.PRAVIN KESHAVJI GALA Flat No.1517		
24.	MR. VISANJI BHANJI GALA Flat No. 1518		

THE SEAL OF THE REGISTRAR ... SURI.A-1 ... (RAJ.)

25.	MS. CHANDRAHASA N. POOJARI Flat No. 1519	Chandrahasa	
26.	MR. NEMINATH NARAYAN MANGALE Flat No. 1520 Thumb mis part Rajendra N mangale	Mangale	
27.	MR. RICHARD D. DIAS Flat No.1521	Dias R	
28.	MR. BHIMRAO CHIMAJI NILVE Flat No.1522	B Nilve	
29	MR. MURUGAN P. PADYACHI Flat No.1523	P. Murugan	
30	MR. PREM SHANKAR SHARMA Flat No. 1524	P.S. Sharma	
31	MS. SUREKHA B. PADWAL Flat No. 1525		
32	MR. NARENDRA SAHEBRAO THAKUR Flat No. 1526		

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

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33	MS. JYOTI DHIRAJ GALA Flat No.1527	J.D. GALA	
34	MR. BHARAT N. SHAH Flat No. 1528		
35	MR. SHASHIKANT LAXMAN WADEKAR Flat No.1529		
36	MR. G.R. ACHARYA(DECEASED) Flat No.1530		

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In the presence of_

1. VIKRAM N. LAHANSHANI)

2. Kishore M. Jethe)

LIST OF ANNEXURES

Annexure A. Plan showing Plot delineated in red colour boundary line

Annexure B List of 36 tenements/members and present area of each tenement.

Annexure C Copy of Index II of Lease Deed.

Annexure D Copy of Index II of Sale Deed.

Annexure E Copy of Special General Body Meeting dated 12/02/2023.

Annexure F Copy of NOC issued by Dy. Registrar, MHADA

Annexure G Copy of letter of Intent

Annexure H Copy of Special General Body Meeting held on 02/04/2023

Annexure I List of Amenities

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Annexure "A"

PLAN SHOWING FOR BUILDING NO.44, KNOWN AS "CHEMBUR JYOTI NIKETAN CHS LTD."
ON PLOT BEARING CTS. NO. 828 (PT), S. NO. 67 & 71, AT SUBHASH NAGAR, CHEMBUR.

* THIS DRAWING PREPARED FOR DEMARCATION PURPOSE ONLY AS PER SITE MEASUREMENT.

NOTE :-

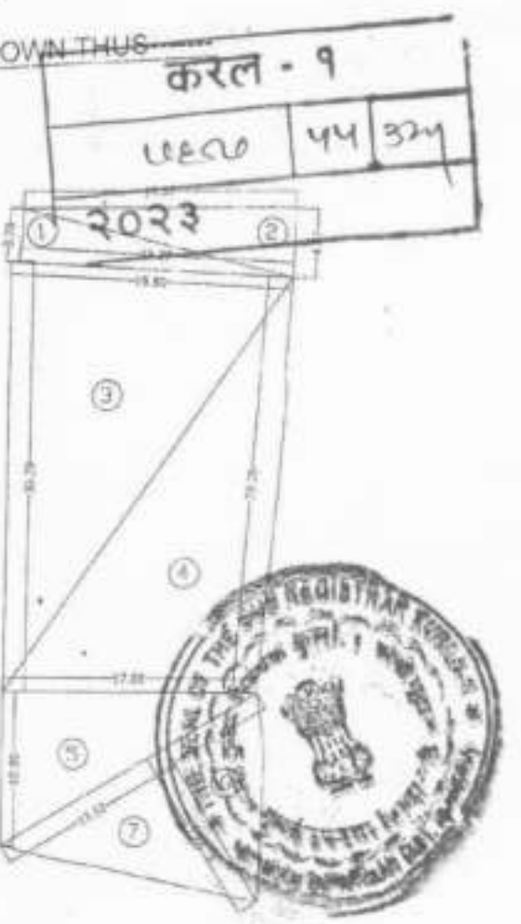
1) THE PLOT AREA IS = 838.95 SQ.MT. AS PER LEASE DEED EXECUTED WITH MHADA SHOWN THUS —
2) TOTAL PLOT AREA IS = 874.19 SQ.MT. AS PER SITE MEASUREMENT SHOWN THUS —
3) TOTAL PLOT AREA AS PER REVISED LAYOUT IS = 918.83 SQ.MTR.
4) DEFFERENCE PLOT AREA (TIT-BIT) IS = 35.24 SQ.MT.
   BETWEEN LEASE DEED & AS PER SITE MEASUREMENT SHOWN THUS .....
5) EXTENSION WORK SHOWN THUS = ▨

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SCALE : 1 : 500

PLOT AREA BUILDING NO- 44

1. 19.27 X 3.78 X 0.50	= 36.42 SQ.M
2. 19.07 X 4.87 X 0.50	= 46.43 SQ.M
3. 19.80 X 30.39 X 0.50	= 300.86 SQ.M
4. 29.26 X 17.88 X 0.50	= 261.58 SQ.M
5. 10.85 X 17.88 X 0.50	= 96.99 SQ.M
6. 7.42 X 12.60 X 0.50	= 46.74 SQ.M
7. 13.52 X 12.60 X 0.50	= 85.17 SQ.M
	874.19 SQ.M

SECTIONAL ENGINEER
HSG. KURLA DIVISION
M.H. & A.D. BOARD

DEPUTY ENGINEER
HSG. KURLA DIVISION
M.H. & A.D. BOARD

EXECUTIVE ENGINEER
HSG. KURLA DIVISION
M.H. & A.D. BOARD

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Annexure "B"

LIST OF MEMBERS OF PROPERTY BEARING C.S. NO. 828(PT) OF CHEMBUR DIVISION AVING BUILDING NO.44 CHEMBUR JYOTI NIKETAN CO OP HOUSING SOCIETY LTD. CHEMBUR 'M East' WARD, CHEMBUR MUMBAI – 400 071.

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Sr. No.	Name of Members	Existing			
		Floor	Shop/ Room	User R/NR	Carpet Area in Sq.Mt.
1	MS. RAJANI CHANDRASEKHARAN PILLAI	Gr.	1495	Resi.	19.73
2	MR. KASHINATH SOPAN DABHADE	Gr.	1496	Resi.	19.73
3	MR. MURUGAN PACHMUTHU PADYACHI	Gr.	1497	Resi.	19.73
4	MS. USHA SUDHAKAR RAUL	Gr.	1498	Resi.	19.73
5	MS.XENIA OMAR SHERIFF	Gr.	1499	Resi.	19.73
6	MS.VIMALA BABU TANK	Gr.	1500	Resi.	19.73
	MS.JANICE JOHN	Gr.	1501	Resi.	19.73
8	MS. NIRMALA VITTHAL CHAVAN	Gr.	1502	Resi.	19.73
9	MS. SANGEETA P. KARLEKAR	Gr.	1503	Resi.	19.73
10	MR. VINCENT FERNANDEZ	Gr.	1504	Resi.	19.73
	MR. RAJARAM MUDALIAR	Gr.	1505	Resi.	19.73
	MR. MATHEW C. D'SOUZA	Gr.	1506	Resi.	19.73
	MS. V.GEETA	1st.	1507	Resi.	19.73
14	MS. SAROJINI K. A	1st.	1508	Resi.	19.73
15	MR. V. SANTOSH HEMAN	1st.	1509	Resi.	19.73
16	MR. SURESH K. NAMBIAR	1st.	1510	Resi.	19.73
17	MS. SYLVIA C. LOBO	1st.	1511	Resi.	19.73
18	MS. SHOBHANA EKNATH GONDHALEKAR	1st.	1512	Resi.	19.73
19	MR. SATISH M. BHINGARDE	1st.	1513	Resi.	
	MS. SHAILA NARSINGH NAIK	1st.	1514	Resi.	19.73
	MR.G.K. PANCHAL	1st.	1515	Resi.	19.73
22	MR. KESHVJI BHANJI GALA	1st.	1516	Resi.	19.73
23	MR.PRAVIN KESHAVJI GALA	1st.	1517	Resi.	19.73
24	MR. VISANJI BHANJI GALA	1st.	1518	Resi.	19.73
25	MS. CHANDRAHASA N. POOJARI	2nd.	1519	Resi.	19.73
26	MR. NEMINATH NARAYAN MANGALE	2nd.	1520	Resi.	19.73
27	MR. RICHARD D. DIAS	2nd.	1521	Resi.	19.73
28	MR. BHIMRAO CHIMAJI NILVE	2nd.	1522	Resi.	19.73
29	MR. MURUGAN P. PADYACHI	2nd.	1523	Resi.	19.73
30	MR. PREM SHANKAR SHARMA	2nd.	1524	Resi.	19.73
31	MS. SUREKHA B. PADWAL	2nd.	1525	Resi.	19.73
32	MR. NARENDRA SAHEBRAO THAKUR	2nd.	1526	Resi.	19.73
33	MS. JYOTI DHIRAJ GALA	2nd.	1527	Resi.	19.73
34	MR. BHARAT N. SHAH	2nd.	1528	Resi.	19.73
35	MR. SHASHIKANT LAXMAN WADEKAR	2nd.	1529	Resi.	19.73
36	MR. G.R. ACHARYA(DECEASED)	2nd.	1530	Resi.	19.73

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Annexure "C"

23-12-2022

Note: Generated Through eSearch Module. For original report please contact concern SRO office.

सूची क्र.2

दुय्यम निबंधक : पीबीडीर[PBDR]

दस्त क्रमांक : 2680/1992

नोंदणी :

Regn:63m

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गावाचे नाव : 1) पेंबूर

(1)विलेखाचा प्रकार	भाडेपट्टा
(2)मोबदला	Rs.17532/-
(3) बाजारभाव(भाडेपटटयाच्या बाबतित पहिल्या पाच वर्षाकरिता आकारणी देतो की पटटेदार ते नमुद करावे)	-
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई म.न.पा.इतर वर्णन :, इतर माहिती: भूखंड, जमीन व बांधकाम,बिल्डिंग नं 44,सुभाष नगर,वार्षिक भाडे-432रु,मुदत-99 वर्ष,प्रिमियम-17532रु,मुळ दस्त पी/2680/1992 या दस्ताची दुसरी प्रत पी/2681/1992 आहे.((Survey Number : 67 ते 71 ; C.T.S. Number : 828 ;))
(5)क्षेत्रफळ	1) 838.95 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्री पी एस भोसले म्हाडा तर्फे मुख्याधिकारी व उपाध्यक्ष मुंबई [illegible] कलम 34 चे वय:-; पत्ता:-रोड नं: म्हाडा,कलानगर, शहराचे नाव: वांद्रे(प) [illegible] पिन नं:- 2): नाव:-श्री.एस ए साळवी हे म्हाडा मुंबई ऑफि असिस्टंट लिगल [illegible] वय:-; पत्ता:-रोड नं: शहराचे नाव: पिन कोड:- पिन नं:-
(8)दस्तऐवज करुन देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्रीहिराम के भोसले हे पेंबूर ज्योती निकेतन को ऑप हौ [illegible] ली तर्फे अध्यक्ष वय:-; पत्ता:-रोड नं: 44/1529,सुभाष नगर, शहराचे नाव: पेंबूर [illegible] 2): नाव:-मुकुंद घ भागवत हे पेंबूर ज्योती निकेतन को.ऑप.हौ.सोसा.लि तर्फे [illegible] रोड नं: 44/1510,सुभाष नगर, शहराचे नाव: पेंबूर,मुंबई-71 पिन कोड:- पिन नं:- 3): नाव:-आशती लि महाबळे हे पेंबूर ज्योती निकेतन को.ऑप.हौ.सोसा.लि तर्फे खजिनदार वय:-; पत्ता:-रोड नं: 44/1497,सुभाष नगर, शहराचे नाव: पेंबूर,मुंबई-71 पिन कोड:- पिन नं:-
(9)दस्तऐवज करुन दिल्याचा दिनांक	29/02/1992
(10)दस्त नोंदणी केल्याचा दिनांक	18/02/2019
(11)अनुक्रमांक,खंड व पृष्ठ	2680/1992
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क रुपये	Rs.1775/-
(13)बाजारभावाप्रमाणे नोंदणी शुल्क रुपये	-
(14)शेरा	श्रीम.एस.ए.साळवी हे म्हाडा मुंबई ऑफ असिस्टंट लिगल ॲडव्हायजर यांनी कलम 34च्या तरतुदीप्रमाणे वेळेत उपस्थित राहुन कबुलीजबाब न दिल्यामुळे यांचे करीता नोंदणी नाकारण्यात आली आहे.
मुल्यांकनासाठी विचारात घेतलेला तपशील:	
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :	

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Annexure "D"

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सूची क्र.2

दुय्यम निबंधक : पी/उत्तर/BORI ९

दस्त क्रमांक : 2682/1992

नोंदणी : 0852 | 69 | 324

Regn:63m

गावाचे नाव : 1) पँवूर

(1)विलेखाचा प्रकार	खरेदीखत
(2)मोबदला	Rs.161284/-
(3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	-
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई म.न.पा.इतर वर्णन :, इतर माहिती: भूखंड, जमीन व बांधकाम,बिल्डिंग नं 44,सुभाष नगर,मुळ दस्त पी/2682/1992 या दस्ताची दुसरी प्रत पी/2683/1992 आहे.((Survey Number : 67 ते 71 ; C.T.S. Number : 828 ;))
(5)क्षेत्रफळ	1) 838.95 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात आलेली नाही.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्री.पी एस ओसल महाडा तर्फे मुख्याधिकारी व उपाध्यक्ष मुंबई गृहनिर्माण मंडळ मुख्याधिकारी सही करतात वय:-; पत्ता:-रोड नं: कलानगर, शहराचे नाव: वांद्रे(पू),मुंबई-5[illegible] पिन कोड:- पॅन नं:- 2): नाव:-श्रीम. एस ए साळवी हे म्हाडा मुंबई ऑफि असिस्टंट सिगल ॲडव्हायजर [illegible] पत्ता: [illegible] , शहराचे नाव: पिन कोड:- पॅन नं:-
(8)दस्तऐवज करुन देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-पांडुरंग के भोसले हे पँवूर उन्नोती निकेतन को ऑप हौ सोसा लि तर्फे अध्यक्ष वय:-; पत्ता:-रोड नं: 44/1529,सुभाष नगर, शहराचे नाव: पँवूर,मुंबई-71 पिन कोड:- पॅन नं:- 2): नाव:-मुकुंद प भालवल हे पँवूर उन्नोती निकेतन को ऑप हौ सोसा लि तर्फे सचिव वय:-; पत्ता:-रोड नं: 44/1510,सुभाष नगर, शहराचे नाव: पँवूर,मुंबई-71 पिन कोड:- पॅन नं:- 3): नाव:-माधवी वि महाबळे हे पँवूर उन्नोती निकेतन को ऑप हौ सोसा लि तर्फे खजिनदार वय:-; पत्ता:-रोड नं: 44/1497,सुभाष नगर, शहराचे नाव: पँवूर,मुंबई-71 पिन कोड:- पॅन नं:-
(9)दस्तऐवज करुन दिल्याचा दिनांक	29/02/1992
(10)दस्त नोंदणी केल्याचा दिनांक	18/02/2019
(11)अनुक्रमांक,खंड व पृष्ठ	2682/1992
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क रुपये	Rs.3600/-
(13)बाजारभावाप्रमाणे नोंदणी शुल्क रुपये	-
(14)शेरा	श्रीम.एस.ए.साळवी हे म्हाडा मुंबई ऑफ असिस्टंट सिगल ॲडव्हायजर यांनी कलम 34च्या तरतुदीप्रमाणे येळेत उपस्थित राहून कबुलीजबाब न दिल्यामुळे यांचे करीता नोंदणी नाकारण्यात आली आहे.
मुद्रांकासाठी विचारात घेतलेला तपशील:-	
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-	

सह दिवाणी न्यायाधीश वरिष्ठ स्तर
दिंडोशी, मुंबई

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Annexure "E"

CHEMBUR JYOTI NIKETAN Co-operative Housing Society Ltd.

Minutes of the Annual General Meeting / Special General Meeting held on 12th FEB 2023

Chembur JYOTI NIKETAN CO-OP. HOUSING SOC. LTD

(Regd. No. BOM / HSG / 7568 OF 1981)
Federation Membership No. 5440
Bldg. No. 44, Subhash Nagar, Chembur, Mumbai - 400 071.

Date: - 25th January 2023

* SPECIAL GENERAL BODY MEETING *

All Members of Chembur Jyoti Niketan Co-Op. Housing Soc. Ltd. Building No-44 Subhash Nagar, Chembur, Mumbai-400071 are been informed that, on 12th February 2023 in presence official person & Co-operative officer of Grade -2 from the office of Deputy Registrar of Mhada, Society will be conducting Special General Body Meeting at 11.30 am at Hotel Vaishali Address- opposite Chembur Railway Station east, NG Acharya Marg, Chembur Mumbai-400071, to take decision on below mention topics. Requesting all members to reach on time for the Meeting.

Agenda: -

1) Sharing Information on work done In Redevelopment Process.
2) Information & discussion on Offers received from Developers.
3) Selection & finalizing one Developer for redevelopment of the society along with terms & conditions.
4) Acknowledgement from selected & Finalized Developer.
5) Discussion on further process.

Meeting Place: - Hotel Vaishali Address- opposite Chembur Railway Station east, NG Acharya Marg, Chembur Mumbai-400071.

Meeting Time: - 11.30 AM

Important Information

1) In absence of Majority / minimum required members SGM will start after half an hour. This meeting will not have Minimum attendance condition & resolution passed in this meeting will be final & all members have to accept it.
2) Only legal & Valid Members can attend this meeting.
3) Every Member should carry original & copy of Aadhar Card, Pan Card & Share Certificate while coming to meeting.

For Chembur Jyoti Niketan Co-op. Hsg. Soc. Ltd.

Secretary Treasurer Chairman

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CHEMBUR JYOTI NIKETAN Co-operative Housing Society Ltd.

Minutes of the Annual General Meeting / Special General Meeting held on 12th FEB 2023

Sr. No	Item (Subject) on the agenda	Minutes on the subject matter
		The Members who attended the Spl. A.G.M on 12th Feb 23 in the presence of Grade-2 officer of the Dep Registrar of Mhada at Hotel Vaishali, chembur as as under :-

SR No	MEMBERS NAME	Room #	SIGNATURE	CONTACT No
1	NARENDRA. S. THAKUR	1526		9833642594
2	PRAVIN KESHAVJI GALA	1517		8097026168
3	MATHAN DSOUZA	1506		9820182855
4	BHARAT N. SHAH	1528		7021510223
5	SUREKHA B. PADWAL	1525		9930679974
6	JYOTI D GALA	1527		9930891360
7	MRS. PRIYA SURESH NAMBIAR	1510		9820414011
8	MRS. Vanita [illegible]	1499		9920699966
9	Minnal Vaithilingam	1502		9167049106
10	SATISH [illegible] GANDG	1513		9892394048
11	Dr. Sangeeta Kanakatti	1503		9819583468
12	[illegible] Pandey	1519		9987289791
13	[illegible]	1500	N. D. TANK.	8506225598
14	Rajamy C. Pillai	1495		9004393744
15	Kashinath Sapan Dhbade	1496		9930029100
16	Prem Shankar B Sharma	1524		9324226643
17	Dr. L. L. Wadekar	1529		8888837483
18	S. RAGAVAN	1505		9892589309
19	B. B. MILVE	1522		9768123330
20	R. D'MS	1521		9819469857
21	Sylvia Lobo	1511		9004390654
22	V. Santosh Herman	1509		9768405066
23	V. Geeta Herman	1507		9768405065
24	VAIBHAV S. RAUL	1498		9833510304
25	Nilesh N. Naik	1514		8767072707
26	Deepak Panchal	1515		9892792774
27	P. MURUGAN	1497 / 1523		9322528701

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CHEMBUR Jyoti NIKETAN

Minutes of the Annual ~~General Meeting~~ / Special General Meeting held on 12th FEB 2023

Co-operative Housing Society Ltd.

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Chembur JYOTI NIKETAN CO-OP. HOUSING SOC. LTD.

(Regd. No. BOM / HSG / 7568 OF 1981)
Federation Membership No. 5440

Bldg. No. 44, Subhash Nagar, Chembur, Mumbai - 400 071.

Minutes of Special General Body Meeting dated 12th February 2023

Pursuant to the letter of Hon'ble Dy. Registrar, Co-operative Societies, Mumbai City, Eastern Suburbs and Kokan Board Jurisdiction, Kokan Housing & area Development Board, MHADA, Mumbai, Out. No. Upa Ni/SS/ MSPUKM/ B-2/168/2023 dt. 23.01.2023, the Special General Body Meeting of Chembur Jyoti Niketan Co-op. Hsg. Soc. Ltd. Building No.44, Subhash Nagar, Chembur, Mumbai 400071 called for selection of the developer was held on Sunday, 12.02.2023 at 11.00 AM in presence of Shri. Pramod Kulkarni, Co-operative Officer, Grade-2 at hotel Vaishali Garden, Near Chembur railway station, Mumbai -400071 under the chairmanship of the chairman of the Society Mr. Mathew Dsouza. Video recording of entire proceedings of the meeting was made.

Total 27 present members entered their names and Room numbers in the attendance register and signed before the camera. Authorised Officer Shri. Pramod Kulkarni confirmed that the attendance was more than 2/3 of the membership and while commencing the meeting, declared that this meeting is being held for selection of a developer under Rule 79A for the redevelopment of Chembur Jyoti Niketan Co-op. Hsg. Soc. Ltd, Bldg.No.44, Subhash Nagar, Chembur, Mumbai 400071.

Mr. Mathew Dsouza welcomed the Authorised Officer Shri. Pramod Kulkarni.

In the beginning of the meeting the Secretary Mr. Satish Bhingarde read out the agenda of the meeting.

Agenda No.1: To explain the process of implementation of redevelopment.

Discussions: Secretary Shri. Satish Bhingarde informed the present members that, Society has received offer letter of 5 developers.

CHEMBUR JYOTI NIKETAN CO-OP. HSG. SOC. LTD. Reg. No. Bom./Hsg. 7568 of 1981

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