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(f) The incentive FSI in the form of TDR/Fungible/Premium FSI/PTC forming part of the total FSI to be received on the said Land in the said New buildings shall be purchased and acquired by the Developers at their own cost in the name of the said Society. The Developers shall be liable to pay all the premiums of any nature to competent authorities in respect of the redevelopment of the said property.

(g) The Developers shall complete the construction of the New Buildings and obtain Full Occupation Certificate from MCGM within [illegible] months plus 12 months grace period and subject to force majeure circumstances from the vacation date. Subject to force majeure circumstances if there is any delay/default on the part of the Developers in handing over the quite, vacant and peaceful possession of New Flats/shops/offices to the Members with Part Occupation Certificate within [illegible] months from the Vacation Date , the Developers shall be liable to pay to the Society enhanced Monthly compensation for TAA with escalation of 15% over the last paid Monthly compensation for delay of every 12 months or part thereof to the respective members of the Society. Upon the expiry of 36 months from the vacation date, the Developers shall be liable to pay a sum of Rs.1,00,000/- per month to the Society till such time the Developers handover the quite, vacant and peaceful possession of the respective New Flats/shops/Offices to the Members of the Society along with full Occupation Certificate subject to maximum period of 60 months from the vacation date and thereafter either the parties will mutually arrive at a solution and grant suitable extensions to the Developers to complete the project with Occupation Certificate or the Society shall have right to terminate this agreement without any compensation to the Developers.

(h) The Developers undertake not to assign the benefits of this Agreement to any third party without the consent of the Society in any manner whatsoever.

(i) The Developers shall register this Development Agreement after it has been duly signed by all the members of the said society, provided the members of society are available to attend office of the concerned Sub-Registrar to lodge and admit execution of this Agreement. The entire

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stamp duty and registration charges incidental to the registration of these presents shall be borne and paid by the Developers alone.

(j) The Developers shall, at their cost, demolish the said buildings subject to force majeure circumstances. The debris after the demolition of said existing building shall belong to the Developers alone.

(k) The Developers shall not give possession of the "Sale Flats" unless the Developers have offered possession of the PAA flats/shops/offices to the existing Members and paid all the monetary compensation to the existing members and society. This is subject to the respective Members having paid all amount due and payable by the Members to the Developers, including but not limited to the purchase price of Additional Area purchased by the Members from the Developers within the timelines as may be stipulated in the PAA and not otherwise. However, those members who have not opted for purchase of additional area from the Developers and those members who have paid all their dues as per their respective PAA shall be entitled for the possession of new flats/shops irrespective of payment being made by other members or not.

(l) The Developers shall provide and shall construct the Society's office with attached toilet, subject to approval of competent authorities and as per Development Control rules. The Developer shall also provide a Security Cabin, Space for Fitness Centre, Garbage Bin and vermiculture unit of the size in proportion to plot area as per D.C. Rules free of FSI, with servant toilet for the servants on the ground floor and also shall be liable to provide the amenities, boundary walls height as per approvals from competent authorities, entrance as per the list of general amenities to the building. It is understood between parties that the Developer shall provide Office, Space for Fitness Centre which shall be free of FSI and the Developer shall Provide Refuge area and keep the same vacant; the area of the Refuge area, society office and Fitness Centre shall be minimum as per applicable Norms. The Developer shall provide in the office and Fitness Centre proper floorings, ceiling, electric points, electric fittings adjoining to each other and same shall be subject to approval of competent authorities.

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(m) The Developers agree that save and except the existing Shop/Office Members of the said Society, the Developers shall neither plan nor construct any other additional commercial shops in the new building/s.

(n) The Developers agree that all the cheques which shall be issued by the Developers favouring the Society or its Members, as per this Development Agreement, shall be honoured by their bankers on its presentation, during the validity period of the said cheque. However, if any cheque/s issued to the Society of its members are dishonoured for any reason, the said dishonoured cheques shall be replaced by the Developers with fresh cheques of the same amount or alternatively Developers may transfer the amount by NEFT within 15 days of such dishonour favouring the Drawee of such dishonoured cheque. If the amount of the dishonoured cheque is not given within 15 days of dishonour, then the Developers are liable to give interest @ 18% p.a. on the said amount till payment.

(o) Developers shall obtain Building Completion Certificate (BCC) within a period of 12 months from the date of obtaining occupation Certificate.

(p) Developers shall obtain Tax clearance certificate along with Occupation Certificate from MCGM/competent authority.

14. <u>REPRESENTATIONS AND WARRANTIES BY THE MEMBERS TO THE DEVELOPERS: -</u>

i. Save and except the members no other person/s from their family or otherwise has/have any claim, share, right, title or interest in their respective flats;

ii. The members undertake to pay and clear all outgoings in respect of their respective flats prior to vacating their respective flats;

iii. There are no legal proceedings pending in any court of law in respect of their respective flats.

iv. The Members shall vacate their existing flats within the timelines provided in this Agreement and not do anything that would obstruct the redevelopment of the said Property;

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v. The members have not committed any acts by virtue whereof they are prevented from executing this Agreement.

vi. The members confirm that their respective flats are not subject to attachment by any statutory authorities.

vii. After vacating their existing flats, the members shall from time to time intimate their temporary addresses to the Developers so as to enable the Developers to communicate with the Members. Failure of the Member/s to adhere to this condition shall absolve the Developers of any liability for any default towards the Member/s in default under this Agreement.

viii. If after vacation of their existing flat, if any member/s expires before being offered the new flat, the new flat shall be allotted to the legal heirs of such deceased member/s upon such legal heirs furnishing a certified copy of the legal heirship certificate, Probate or Letters of Administration from a court of competent jurisdiction subject to all payments having been made by the member/s/legal heirs in respect of the new flat to the Developers as per this Agreement.

15. **AUTHORITY/ POWERS GRANTED BY THE SOCIETY AND MEMBERS TO THE DEVELOPERS: -**

a) To accept service of Writ of Summons or any other legal process, defend or oppose all actions, suits and other proceedings in any Court of law initiated against the said Society by any person/s ;

b) To initiate any proceedings in the High Court and/or any other Court/s and/or to prosecute and to take all such other legal ways and means either in the name of the said Society and/or in the name of the Developers for recovering possession from either of the dissenting/obstructing Members of the said Society and also to appeal from or apply for review or revision of any decree or order of Court, Tribunal or Officer; and for the purposes aforesaid, engage all attorneys advocates and other legal practitioners and such appointments, powers, authorities and engagements at will to revoke and to sign applications and verify and declare all Plaints, Written Statements, Petitions, Applications, Affidavits, Vakalatnamas, and other papers and documents in all such

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actions, suits and proceedings at the cost of the Developer and the same be intimated to the said Society at the cost of the Developers.

16. **MISCELLANEOUS TERMS AND CONDITIONS: -**

The Society, Members and Developers mutually agree as under: -

a) The name of the proposed new building shall be "SAI SHANKAR CHHAYA"

b) The parties agree that till the date of handing over vacant possession of the said Property to the Developers, the said Society and/or the existing 39 members shall be liable to bear and pay all the Municipal Taxes and other taxes, any cess or charges and other outgoings including electricity charges/telephone charges, water charges in respect of the said Property. From the date of taking over the possession of the said existing buildings till the handing over of possession of the New Buildings with Full Occupation Certificate, the Developers shall be liable to bear and pay all the Municipal Taxes if any in respect of the said property and all water charges and all other outgoings in respect of the said property including amounts payable on account of its being "Land under construction" or otherwise. Upon the Developers handing over to the said Society the said New Flats of Members after obtaining Full Occupation Certificate, the existing members shall be liable to bear and pay the Municipal property and water taxes and all other outgoings in respect of their New Flats/shops/office. After obtaining Part/Full Occupation Certificate, the Developers shall comply with all formalities and close the LUC account and shall ensure that the PAA Flats/Shops/Office are individually assessed to tax by the MCGM.

c) During the course of development, the Developers have to pay deposits to several authorities in the name of the society. The parties hereby agree that if any amounts are paid by the Developers to any authority in the name of the said Society then the said Society shall refund such amounts to the Developers whenever received by them.

d) It is hereby expressly agreed that the Developers alone shall be liable to bear and pay the entire Project cost of redevelopment of the said Property

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and the construction of the New Building as is herein visualized, including but not limited to the following costs, charges and expenses:-

i. All payments required to be made to competent authorities including premiums in respect of the FSI/incentive FSI / Fungible FSI / PTC or otherwise.

ii. The entire cost of construction of the New Building and on the said property and all charges payable to the competent authorities including the infrastructure charges and betterment charges including all the amenities to be provided.

iii. All costs, charges, expenses, deposits (whether refundable or not) in connection with sanction of building plans and obtaining NOC from various departments of Government of Maharashtra and competent authorities and payments of the Infrastructure charges to competent authorities.

iv. Entire cost for general development of the said Property in respect of the New Buildings, the Professional Fees of the Architect, R.C.C. consultant for the Project.

v. Drainage charges to the authorities concerned till the full Occupation certificate is granted in respect of the New Buildings.

vi. Property tax to the competent authorities in respect of property water and sewerage for the said Property including the New Building till Occupation certificate is granted in respect of the PAA flats of the members.

e) On signing this Agreement, the said Society shall grant a license to the Developers to enter upon the said Property and to put up and/or erect sign boards upon the said Property as also 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.

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f) The Developers hereby covenant with the said Society that they, the Developers shall carry out and complete the entire development as aforesaid of the said Property at their own risk and costs, in accordance with the terms and conditions contained herein and as per the building plans to be hereafter sanctioned and as per the prevailing Rules, Regulations and in compliance with all applicable laws and shall indemnify and keep the said Society indemnified against all claims, damages, costs, losses or proceedings that the said Society may incur or suffer arising out of any acts of the Developers including any claims for personal injury or death caused to any individual.

g) The structure so constructed by the Developers will be earthquake-resistant as recommended by R.C.C. consultant and geologist. The concrete mixture shall be used as per R.C.C. consultant's recommendations for earthquake resistant designs and the latest ISI code of practice will be strictly adhered to as may be required for the entire construction. The Developers hereby undertake that the standards of construction and quality of construction shall be the same for the PAA flats of members and the sale flats.

h) The Developers shall make their own arrangements for power and water during the construction phase for the purpose of construction up to the time of grant of occupation certificate in respect of the PAA flats of members. However, the Developers shall be entitled to use tap water for drinking purposes at Developers' own cost and pay bills thereof as per the meter.

i) If within a period of 5 (five) years from the date of handing over the new flats to the Member/s, the Member/s bring/s to the notice of the Developers any defect in the construction of the new building/ new flats from the date of handing over the new flats to the Member/s or if within 5 (five) years from the date of handing over the new flats to the Member/s, the Member/s bring/s to the notice of the Developers any structural defect in the new building/ new flats or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developers at their own cost and in case it is not possible to rectify such defects, then the Member/s shall be

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entitled to receive from the Developers, compensation for such defect in the manner as provided under the RERA Act **PROVIDED HOWEVER THAT** if the Member/s and other purchasers of sale flats have not maintained their respective flats in good order and condition and have done any alterations/changes/act or omitted to do any act which has contributed to or caused such defects then the Developers shall not be liable either to rectify such defects or compensate the Member/s in any manner whatsoever. It is hereby clarified that the warranty on Lifts, Mechanized Car Parking Towers and Fire Fighting Equipment shall be provided by the agencies/manufacturers and the Developers shall not be liable for any defect and maintenance of the same.

The Developers shall obtain necessary guarantees/warranties from manufacturers of lifts and others. All such guarantees shall be obtained by the Developers at their costs and expenses however in favour of the said Society with the address of the said Society properly indicated thereon. The Developers shall provide for Mahanagar Piped Gas connection to the new buildings in each PAA flats of the members up to kitchen. However, the members shall pay the deposits, if any, in respect of such connections to their PAA flats, that may have to be paid to Mahanagar Gas.

k) The Developers will hand over to the said Society the contracts entered into with the supplier of lift, its maintenance and repair contract as also all the original plans, IOA, CC, Full Occupation certificate, structural drawings, elevation drawing, as built drawings, plans of building, details drawings for concealed plumbing and electrical wiring services etc. at the time of handing over the PAA flats of members to the said Society.

l) Simultaneously on the execution of these presents the said Society shall execute and register an Irrevocable General Power of Attorney containing all required powers authorizing the Developers to represent the said Society before the Municipal Authorities, authorities of Slum Rehabilitation Authority (SRA), MHADA and all other public or private bodies and do all other acts deeds, matters and things which they are authorized do under the foregoing Agreement. However, the Power of Attorney shall be co-terminus with this agreement.

m) This project does not mean Partnership or Joint Venture Relationship between the Society and the Developers and the Developers not to incur or create any obligation on behalf of the Members or the Society.

n) If the Society's architect finds any defect during construction, the Developers to correct / fix it and may keep joint meeting for explanation/discussion of the same in the presence of the Architects of both the parties.

17. **ADDITIONAL TERMS: -**

It expressly agreed by and between the parties that:

a) The open terrace above the topmost floor of the New Building will belong to the said Society and Kailas Kiran No.2 CHSL or the new society/amalgamated society, which may be formed as the case may be. The Developers shall not sell the same or create any third party rights in respect of the said terraces or any part thereof. Save and except common amenity like overhead tank and lift room no other construction shall be put up by Developers on the aforesaid top terrace. However, the Developers are free to construct open terraces which will be attached to the individual sale flats having access only from the said sale flats and society has agreed that they will have no rights whatsoever in those open terraces.

b) Assessment taxes, water charges, extra water charges, electricity bills, N.A. Taxes, property taxes and all other tax shall be borne and paid by Developers from the Vacation Date till the OC is received of the New Building from competent authorities and the possession is handed over of the newly constructed building/s to the said society/amalgamated society/new society as the case may be.

18. The Developers shall give 60 days' advance notice in writing to the Managing Committee members of the Society about the New Flats/shops/Office of members being ready for occupation after the Part/Full Occupation Certificate is procured. All the concerned members shall take possession of their respective flats on the receipt of the Developers aforesaid notice to the Society subject to the said members having paid all amounts due and payable for additional area if purchased to the Developers as per the PAA. The Developers shall stop paying

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the monthly compensation for the temporary accommodation after 60 days from the date of intimation of taking over the possession of the new flats, irrespective of whether the members have taken possession of the New Flats. All taxes and outgoings in respect of the new flats and new building shall be payable by the Society and its members 60 days after the date of receipt of the aforesaid notice and the Developers shall not be liable to pay the same thereafter.

19. In the event any existing member/s desires to sell and transfer the flat/shop/office along with shares of the said Society held by him/her/them during the construction period he/she/it can do so subject to the norms and NOC of the said Society provided such purchaser /transferee confirms in writing to be bound by this Development Agreement and the said Society approves such proposed transferee before the transaction is effected by the existing member.

20. The Society shall be at liberty to appoint structural engineers and/or consultants, civil engineers, architects or other professionals at their own costs and expenses and the Developers shall allow such experts to inspect the site and take samples and to carry out and perform such experiments as may be necessary to test the quality of work in progress and also provide the society with all drawings/documents in digital/CAD as well as printed format within a period of seven days as and when requested.

21. This Agreement together with all the documents executed contemporaneously with it or referred to in it constitutes the entire understanding and agreement by and between the parties hereto in respect of development of the said Property of the society and supersedes all prior agreements and understandings whether written or oral with reference to this agreement of redevelopment. Any amendments or modifications to the aforesaid terms and conditions of this Agreement shall be made, if mutually agreed upon by both the parties, and the same shall be in writing and duly signed by both the parties hereto.

22. The Developers declare that their Partners will personally meet the Committee Members along with the Society's consultants every quarterly at mutually convenient prefixed day of the month, if required, to brief them of the progress made during the preceding months and also what is the plan of action for the following quarter. In case of any issues relating to the quality and/or progress in redevelopment, the Society can raise the same with the Developers and the Developers shall forthwith take necessary remedial action.

23. The Developers declare and the Society agree that the Developers will have exclusive right to allot, sell otherwise deal with the saleable flats and/or allot the parking to buyers of such flats.

24. Even in the case of termination of this Agreement by the Society as mentioned herein, the Society undertakes to recognize the rights of all the Sale Flat Purchasers who have purchased the said flats from the Developers and the society shall admit the said Sale Flat Purchasers as its members subject to (i) the Free sale flat purchasers depositing with the society all the balance amounts payable post the termination, in respect of their flats as per their respective RERA Agreements executed with the Developers, (ii) The Developers having obtained all necessary permissions to construct the relevant floor on which the sale flat is sold by the Developers, (iii) The Developers having [illegible] of the relevant floor on which the sale flat is sold by the Developers; and (iv) The developers handing over all the necessary original copies of plans, permissions, permits, obtained by the Developers upto the date of termination by the Society required for the construction of sold flats and the said Sale flats Purchasers paying all balance sums after the date of termination by the society, payable by them to the Developers as per their respective RERA Agreements executed with the Developers to the society and complying with all statutory formalities.

25. The Developers agree that it shall sort out any difficulties, problems encountered with any authority while implementing this Project at its own costs and expenses and resolve the same and complete the Project within the time lines specified below.

25.1 The Developers have agreed to provide, totally free of cost, to each of the existing members of this Society, new flats/shops/office in the New Building having 35% (thirty five percent) additional MOFA carpet area over and above the existing carpet area of their respective flats/shops/office and 20% of the existing garage area to the members holding existing garages, as and by way of additional area in their respective PAA as set out in the list annexed hereto as **Annexure "F"**.

25.2 The minimum visible clear height of all the flats in the new building/s shall be 9 Feet.

25.3 The existing carpet area of each flat belonging to the existing member/s of the Society is stated in **Annexure 'F'** hereto and has been accepted by the Developers. The persons/entities mentioned in the said

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Membership List annexed as **Annexure 'A'** hereto are the only persons/entities who are occupying the flats/shops/office contained in the said existing building and there are no other persons/entities occupying any premises in the said existing building. It is agreed as far as possible that the Developer shall try to allot adjoining flats in the new building to those members who have two or more flats and the plan of the new building shall be made accordingly subject to approval by MCGM.

25.4 The Developers shall see to it that there shall not be a discrepancy of more/less than 10 square feet carpet area between the actual carpet area of the proposed flats and shops/office compared to members entitled area as per Annexure **'F"** in the New Building to be provided. Only and only due to planning constraints members shall tolerate Surplus and/or Deficit area of 10 square feet. The affected Member shall be liable to compensate the Developers for additional area to be provided due to planning constraints i.e. upto 10 Square feet carpet area at the rate of Rs. 30,000/- (Rupees Thirty Thousand Only) per square feet of carpet area and Rs. 70,000/- (Rupees Seventy Thousand Only) per square feet of carpet area to commercial shop and office owner. Affected member shall pay such compensation to the Developers on/or before offering possession of Permanent Alternate Accommodation. The Developers shall be liable to compensate the affected member for deficit area to be provided due to planning constraints i.e. upto 10 Square feet carpet area at the rate of Rs. 35,000/- (Rupees Thousand Only) per square feet of carpet area to residential member and Rs.80,000 /- (Rupees Eighty Thousand Only) per square feet of carpet area to commercial shop and office owner. The Developers shall pay such compensation to the Affected member on/or before taking possession of Society's Property. It is specifically agreed between the parties that if the area to be provided to the member decreases due to construction errors then the Developers shall be liable to compensate to the residential members at the rate of Rs. 40,000/- (Rupees Forty Thousand Only) per square feet and Rs. 90,000/- (Rupees Ninety Only) per square feet to the commercial shop and office owner and same shall be payable to the affected member/shop owner on/or before offering possession of Permanent Alternate Accommodation. It is further agreed between the Parties that if members entitled area increases due to construction errors then such members

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shall not be liable to compensate Developers for such additional area provided and such area shall be provided free of cost to such members. It is agreed that any Existing Member desirous of acquiring any additional area over and above the area allotted free of cost as mentioned hereinabove, will request the Developers about the additional area as required by the existing member on or within 30 days from the date of registration of Development Agreement and that additional area will be purchased by the existing member at the discounted rate of Rs 30,000/- (15% maximum of existing MOFA carpet area of their [illegible] will be provided on discounted rate) per sq. ft on MOFA carpet area, plus GST plus Stamp duty, Registration and other charges/taxes applicable on that extra area prevailing at that point of time.

26. **TIME LINES:**

It is explicitly agreed between the Developers and the Society that time is the essence of the contract except in case where any time period stipulated in this agreement is not abided on account of force majeure events as mentioned hereinabove.

(a) Further it is agreed that in the event of the Development Agreement being terminated / cancelled by the Society as stated in this agreement, the Developers will not be entitled to any refund of any nature whatsoever and all the remaining funds, if any, will vest with the Society exclusively. The Developers shall return all original copies of licenses, permission, and sanctions obtained in the name of society relating to the redevelopment without any stipulation.

(b) It is explicitly agreed that the entire Redevelopment Project will be completed in all respects within 60 (Sixty) months from the vacation date. In the event of delay beyond 24 (twenty four) months the Developers shall continue to pay monthly compensation every month in advance to the members at the enhanced rate with escalation of 15% every 12 months over the last paid monthly compensation and after the expiry of 36 months from the vacation date, in addition to the enhanced monthly compensation the Developers shall also become liable to pay damages of Rs 1,00,000/-per month or part thereof by cheque / NEFT / RTGS on or before 5th day of every month to the society till the time of completion of the new building and obtaining of Occupation Certificate. In no circumstances the society is

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entitled for cancellation of agreement during the construction of the new building as long as the Developer is paying monthly compensation and liquidated damages on regular basis as agreed herein above.

(c) If the Developers or its partners become insolvent or become incapacitate to perform the terms of this agreement then this agreement shall be treated as automatically terminated on such day of incapacity of the Developers or its partners. However, this clause will not affect this Agreement, in the event if the insolvent Partner retires and a solvent Partner is admitted as a Partner in the Developer's firm.

(d) In the event of termination of this agreement the Society shall not be liable to pay any amount to the Developers towards costs, charges, compensations, fees, expenses, etc. for the work carried out by the Developers.

27. **INSURANCE: -**

The Developers shall reconstruct and develop the said property on principal to principal basis, and shall insure the same against all-risk, accidents and injuries to the Employees and visitors during the period from the date of commencement of demolition of the existing building and completion of construction of the new building. The Developers shall be liable for any claims of their servants, labourers' contractors and employees and other persons on account of any injury or loss due to any accident occurring or otherwise during the demolition/construction being carried on the said property. The Developers shall take adequate insurance policies at its costs as required by MCGM / SRA or any concerned authority. The above insurance policies should commence from the time the Developers takes possession of the said Property for the redevelopment purposes until the time it put the Society/its members in possession of the New Building and their respective flats therein after receipt of the Occupation Certificate. The Developers shall furnish the copy of insurance policy to the Society which are required as per MCGM norms only.

28. In the event if the Sale Flat purchasers desire to purchase a bare shell flat from the Developers, the defect liability shall not be affected in case such bare shell flat purchaser carries out work which may cause defects or affect the stability of the new building.

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29. If the Developers fail or otherwise are unable to do, execute, observe, perform and/or comply with any of the terms and conditions, covenants, undertaking and/or obligation within the time stipulated, the society shall first issue 45 days written Notice to the Developers for remedying the breach/default committed, of the breached terms and conditions, covenants, undertaking and/or obligation of this Agreement and in the event the Developers fail to remedy the breach/default committed, of the breached terms and conditions, covenants, undertaking and/or obligation within the Notice period of 45 days subject to force majeure circumstances..

30. **SECURITY FLATS: -**

i. It is agreed that the Developers shall not sell first [illegible] available free sale flats admeasuring 1000 sq. ft. or more (RERA Carpet [illegible] thereabouts (subject to final plan being sanctioned), from the Developers [illegible] flats, in the new building/s, to be called **'Security Flats/Lien Flats'**, until the Developers complete the construction of the rehabilitation portion of the new building/s wherein the members of the Society shall be rehabilitated in their Permanent Alternate Accommodations.

ii. The parties agree that upon the Developers completing the construction of the rehabilitation portion of the new building/s wherein the members of the Society shall be rehabilitated in their Permanent Alternate Accommodations, the Security Flats shall stand automatically released to the Developers and the Developers shall thereafter be entitled to sell, mortgage, encumber, transfer and/or dispose of the said Security Flat without any reference or permission or consent of the Society.

iii. In the event of the Developers not completing the Project and in the event of termination of this agreement the Society shall have right to sell the said Lien Flats and utilize the proceeds to complete the balance construction of the rehab component of the Project.

31. **ENROLLMENT OF PURCHASERS OF THE DEVELOPERS AS MEMBERS OF THE OWNER / SOCIETY: -**

i. Subject to what is stated in clause 11 above, irrespective of the option which the Developers exercise in their discretion, on receiving a written intimation from the Developers, all the Members of the said Society shall

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within the time mentioned in the written intimation submit to the Developer: (1) The photocopies of their respective Agreements in respect of their PAA, (2) All the requisite statutory forms, (3) A sum of Rs. 10,000/- being their Corpus contribution newly formed Co-operative Housing Society/the Amalgamated Society, (4) the requisite admission fee, (5) the requisite share money favoring the said newly formed Cooperative Housing Society or the Amalgamated Society and all other documents as may be required and shall become the members thereof.

The Developers agree that the conditions recorded in point No. i) above shall ipso facto bind the flat purchasers of the Developers in the new building/s and a stipulation to that effect shall be included in the RERA agreement for sale to be executed between the Developers and the flat purchasers.

iii. The purchasers of the free sale premises sold by the Developers shall on being admitted as Members of the said Society/amalgamated society/new society be bound and liable to abide by the Rules Regulations and Bye- Laws of the said Society/amalgamated society/new society as the case may be.

iv. The Developers shall not be liable to pay maintenance in respect of the unsold flats to the society up to a maximum period of 6 months from the date of obtaining Occupation Certificate. However, it is clarified that during the said period of 6 months the Developers shall pay only the property taxes in respect of the unsold flats to the MCGM and/or the concerned statutory authorities. After the expiry of the said 6 months the Developers shall be liable to pay the regular maintenance in respect of the said unsold flats as per the bills issued by the Society.

32. **CONSTRUCTION OF SITE OFFICE: -**

The Developers shall if required construct a temporary onsite office and the said temporary office shall be dismantled by the Developers within a period of 60 days from issuance of Occupation Certificate. The Developer shall install Post Box at the site for keeping posts for respective members during

the Construction and it shall be responsibility of the members to collect the same.

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33. **UNDERTAKING BY THE SOCIETY TO SIGN APPLICATIONS : -**

It is hereby specifically agreed by and between the parties hereto that the Society shall furnish such No Objection Certificate and all other documents, papers, declarations, affidavits, etc. from time to time that may be required for re-development of the said Property. The Society also undertakes to sign all declarations, applications, forms, undertakings, affidavits relating to re-development of the said Property from time to time at the entire costs and expenses of the Developers.

34. **TERMINATION:-**

i. The parties have agreed that, if for a period of 24 months from the execution and registration of this Agreement, the Developers do not commence with any of their obligations under this Agreement and procure IOA, the Society shall be entitled to terminate this Agreement on this ground alone.

ii. Subject to what is stated in this Agreement, the Society shall have right to terminate this Agreement if: (i) the Developers become insolvent and no one steps into the shoes of the Developer for a period of 6 months thereafter, or (ii) if the Developers fail to procure Commencement Certificate within a period of 36 months from the Vacation Date, or (iii) if the Developers fail to make payment of the amounts mentioned in this agreement, or (iv) if the Developers fail to complete the said Project within a period of 60 months from the Vacation Date.

iii. However, before invoking such right of termination, the Society shall give a defect cure Notice of 60 days ("**Defect Cure Notice**") to the Developers and shall insist upon specific performance of this Agreement. The Society shall have a right (but not an obligation) to terminate this Agreement in case the defect/ event of termination complained of in the Defect Cure Notice is not rectified or the specific obligation of the Developer is not performed within such notice period and further, only in case the Developer, the Society as well as the adjoining society i.e. Kailas Kiran No. 2 CHS Ltd. is unable to find out a workable solution.

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In the event of termination of this Agreement in terms hereof, the Society shall have right to sell the said Security Flat/s and utilize the proceeds to take over and complete the balance construction of the rehab component of the society either by themselves, or by appointing another contractor or developer for that purpose. The Developers hereby agree and covenant with and undertake that they shall in such an event, render their full co-operation and assistance to the said Societies in enabling them to complete the proposed construction to the extent as required and further, the Developers shall give their unconditional NOC and/or execute any document as may be required by the Society In any event of the matter, in case one of the Societies of the said Project terminates their Development Agreement, the other Development Agreement shall *ipso facto* also stand terminated in the same terms.

35. **NON-WAIVER:-**

Any delay tolerated or indulgence shown by the said Society or the Developers in enforcing the terms and conditions or provisions herein mentioned, or any forbearance or giving of time by them to the other respectively, shall not be treated or construed as a waiver of any breach, violation, non-observance, non-performance or non–compliance, nor shall the same in any manner prejudice the rights and interests of the said Society or the Developers.

36. **RERA:-**

The Developers shall adhere to the provisions of Real Estate (Regulation and Development) Act, 2016 **('RERA')** and register the project on the website of MAHARERA and comply with all other formalities prescribed under RERA.

37. **SEVERABILITY:-**

In the event of any part of this Agreement of Re- Development being read down by any court and/or being rendered as not enforceable in Law, then in that event such part of this Agreement shall be treated as if not forming part of this Development Agreement while remaining Deed shall continue to be in force.

38. **JURISDICTION: -**

The Courts at Mumbai alone shall have jurisdiction on all matters arising out of or concerning to or touching upon this Development Agreement.

39. **RIGHT TO DISPLAY: -**

The Developer shall be entitled to install the logo and/or name boards of the Developers with various devices (including electronic, laser and neon signs) in one or more places in the said new Building therein at its own costs and expenses.

40. **FEES & EXPENSES: -**

Each Party shall bear and pay their respective Consultants, Solicitors and Advocates professional costs and fees.

41. **ARBITRATION: -**

If any disputes or differences arise between the parties hereto arising out of this Agreement, or as to the rights, obligations, liabilities and duties of the parties hereto or as to the interpretation of this Agreement, the same shall be referred for adjudication to a Tribunal of one Arbitrator as in terms of the Arbitration and Conciliation Act 1996. The Award of the Arbitrator so appointed shall be final and binding on all the parties i.e. the Society/its members AND the Developer. The Arbitration proceedings shall be conducted in Mumbai which will be in English language and shall be in accordance with the provisions contained in that behalf in the Arbitration and Conciliation Act, 1996, as amended from time to time.

42. **STAMP DUTY, REGISTRATION CHARGES, GST & OTHER COSTS: -**

42.1 The Stamp Duty and Registration charges, if any, payable on this Development Agreement and the Power of Attorney as well as any other and further documents that may be executed between the Society and the Developers pursuant thereto shall be borne and paid by the Developers.

42.2 The stamp duty and registration charges and the GST (Goods and Service Tax) if applicable with regard to the PAA Agreements on the additional area offered free of costs by the Developer to the respective Existing Members shall be borne and paid by the Developers in respect of those members who shall execute and present themselves or their

constituted attorney's for registration of this Agreement. In respect of those members who do not execute and present themselves or their constituted attorney's for registration of this Agreement, the stamp duty and registration charges in regard to their PAA Agreements shall be borne and paid by such Members and the Developers shall not be liable for the same.

42.3 The stamp duty and registration charges in respect of the additional area (over and above the PAA), if any, purchased by the respective Existing Members from the Developers shall be borne and paid by the Existing Member(s) concerned and the Developers shall not be liable for the same in any manner whatsoever.

42.4 The GST on account of obtaining of the development rights under this Agreement shall solely be borne by the Developers and similarly any benefits arising out of the same shall also solely belong to the Developers.

42.5 The Income Tax, or any other applicable duty / tax which is levied or may be levied by the Statutory/Government Authorities, on the PAA i.e. additional area over and above the existing area offered free of costs by the Developer to the respective Existing Members as per this Development Agreement, will be borne by the concerned Members and the Developers shall not be liable for the same in any manner whatsoever.

42.6 The GST, Income Tax or any other applicable duty / tax levied by the Statutory/Government Authorities, on the additional / extra area purchased by the Existing Members over and above their PAA, will be borne by the concerned Member/s and the Developers shall not be liable for the same in any manner whatsoever.

42.7 All Parties will bear the professional fees of their respective Advocates & Solicitors

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43. **NOTICES: -**

The respective addresses of the parties hereto for service of any notice is as under:-

IN THE CASE OF THE DEVELOPERS: -

M/S. SHREE SAI REALTORS having its registered office at: [illegible] Chhaya, Jawahar Road, Opp. Ghatkopar Railway Station, Ghatkopar (E), Mumbai-400 077

IN THE CASE OF THE SOCIETY:-

The Managing Committee Members, **SHANKAR CHHAYA CO-OP HOUSING SOCIETY LTD,** having their address as under:-

MR. VIPUL HANSRAJ PATEL (Hon. Secretary):-17, Shankar Chhaya. 1st Floor,M.G.Road Ghatkopar East, Mumbai-400077.

After the vacation of the said buildings, the change in correspondence address will be intimated by the Society to the Developers, which address shall be used by the Developers to correspond with the society for the purposes of this Agreement.

Any change in address by either party shall be notified to other party within 7 days failing which the last known or notified address shall be treated as final address.

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

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45. **HANDOVER OF PROJECT: -**

The Developers shall handover the project to the society after obtaining Project Completion Certificate/Building Completion Certificate along with all the Original documents such as Property Cards, Applications, Original Sanctioned Plans, Various permissions from various authorities, City Survey Plans, Property Layout plans, Original Power of Attorney given during the redevelopment process, Contracts and Bills of the amenities and utilities services, Property Tax clearance Certificate, No dues Certificate from MCGM with regard to water connection etc. The Developers shall also handover all the relevant documents, plans, contracts, bills, etc. of the common amenities to the said Society and Kailas Kiran No. 2 Society jointly or to the new society/amalgamated society as per clause 13 above.

The Society's Permanent Account Number is **AAKAS6904N**, and the Developers Permanent Account Number is **ABRFS0440G**

SCHEDULE OF THE SAID PROPERTY ABOVE REFERRED:

All that piece or parcel of land or ground bearing Final Plot No. 19 admeasuring as per present Property Card as 1985.00 sq. mtrs. or thereabouts (without the entry of set-back area of 240 sq. meters already surrendered by the Society to MCGM as per the property card available with the Society and submitted to the Developers) leaving the balance Plot area as 1745 sq. meters, of Town Planning Scheme III of Ghatkopar, and Municipal Assessment Tax Bill No. N-84, Plot No. 19, N-84(2) 19A of Village- Ghatkopar Kirol, Taluka, Kurla, alongwith 2 buildings known as 'Shankar Chhaya' standing thereon building no.1 comprising of ground plus 3 upper floors having 29 residential flats and 7 shops/office and building no.2 comprising of ground plus two upper floors having 3 residential flats, situate, lying and being at M.G.Road, Ghatkopar (E), Mumbai- 400 077 in the registration district and sub-district of Mumbai City and Mumbai Suburban and bounded as follows: -

On or towards North : By property of Vireshwar Mahadev Temple
On Or towards East : By Plot No 20
On or towards South : By Plot No 18
On or towards West : By M.G. Road

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

SIGNED, SEALED AND DELIVERED)
BY THE WITHIN NAMED **"SOCIETY"**)
SHANKAR CHHAYA)
CO-OPERATIVE HOUSING)
SOCIETY LTD.,)
was hereunto affixed)
Pursuant to the Resolution)
Dated the 20/03/2022)
of General body of the society)

1. **Mr. Vipul Hansraj Patel**
   (Hon. Secretary),
   Vipul. Patel..



2. **Mr. Bharat Ranjit Thakkar**
   (Hon. Chairman),



3. **Ms. Kavita Rajni Tolia**
   (Hon. Treasurer)
   Kavita



Being the Managing Committee)
Members who have in token)
thereof signed hereto)
in the presence of …..)

1) Param Poladia Param.

2) Rohan Gaikawad.

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SIGNED, SEALED AND DELIVERED)

BY THE WITHIN NAMED)

"MEMBERS")

Flat No	Name	Thumb	Photo
Shop No. 1	HEMLATA NANJI VISHRIYA		
Shop No. 2	PRAKASH PREMJI SOMESHWAR Through it's CA Pooja Someshwar		
Shop No. 3	PRAKASH PREMJI SOMESHWAR Through it's CA Pooja Someshwar		
Shop No. 4	PURNIMA MANOJ HINDOCHA		

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Shop No. 5	SHANKAR & CO. Through it's Partner P.V. Narayanan		
	Through it's Partner Vani Shankar.		
Shop No. 6	BHARTI CHETAN CHOLERA		
	CHETAN GOPALDAS CHOLERA		
Shop No. 7	SEJAL KUSHAL GHARAT		
	KUSHAL VINAY GHARAT		

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Flat No. 8	DEVENDRA GORDHANDAS THAKKAR D.G. Thakkar		
	VEENA DEVENDRA THAKKAR V.D. Thakkar		
Flat No. 9	PANKAJ NANJI HARIA PnHaria		
Flat No. 10	HEMABEN DINESH SHAH ईमाबेन हिनेश शाह		
	KETAL DINESH SHAH [signature]		
Flat No. 11	CHARU MAJMUDAR CPMajmudar		
	BHAVESH CHAMANLAL VORA Bhavesh C. Vora		
	RAJSHREE BHAVESH VORA Rajshree B. Vora		











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Flat No. 12	JAY JITENDRA PATEL JAY J. PATEL		
	VIJAY NARANBHAI PATEL Vijay Naranbhai Patel		
Flat No. 13	RAJNIKANT GIRJAPRASAD VYAS Thorough it's CA Heital V. Yaagnik		
	LEENA RAJNIKANT VYAS Through it's CA Heital V. Yaagnik.		
Flat No. 14	SUSHILA SHANTILAL GADA [illegible]		
Flat No. 15	HARDIK YOGESH MEHTA		

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Flat No. 16	GUNVANT GULABCHAND SHAH G. G. Shah.		
	BHARATI GUNVANT SHAH B. G. Shah		
Flat No. 17	VIPUL H. PATEL Vipul. Patel.		
	DIGANT HANSRAJ PATEL Digant Patel.		
Flat No. 18	SNEHLATA MAHENDRA SHAH Snehlata. M. Shah.		
Flat No. 19	DHVANI CHETAN GANDHI Through it's CA Varsha Dipak Gandhi V. D. Gandhi		
Flat No. 20	AMIT VINOD KOTHARI		

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Flat No. 21	REKHA RAJNI TOLIA R. R. Tolia		
	KAVITA RAJNI TOLIA KMelia		
Flat No. 22	WORLD RENEWAL SPIRITUAL TRUST Through it's Trustee - Pradeep. D. Nathani Nathani		
Flat No. 23	WORLD RENEWAL SPIRITUAL TRUST Through it's Trustee - Pradeep. D. Nathani Nathani		
Flat No. 24	BRAHMA KUMARI NALINI B.K. Nalini		

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Flat No. 25	JAYESH DALICHAND GANDHI		
	SUJATA JAYESH GANDHI		
Flat No. 26	EKTA YUPIN GALA		
	MEETA JAYESH GOSHAR		
Flat No. 27	NIKHIL DINESH HARIA		
Flat No. 28	RITA BHARAT JOSHI		

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Flat No. 29	AESHA MIHIR CHHADWA Aesha		
Flat No. 30	DINESH PREMJI HARIA Dinesh P Haria		
Flat No. 31	RAJESH PREMJIBHAI PATEL R.P.Patel.		
	MEENA RAJESH PATEL M.R.Patel.		
Flat No. 32	FALGUN J. NEGANDHI J.Negandhi		
	PRATHMESH J. NEGANDHI Through it's C Falgun J. Negandhi. J.Negandhi		

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Flat No. 33	BHARAT THAKKAR		
	DIVYA BHARAT THAKKAR		
Flat No. 34	AMARENDRA KUMAR VERMA HUF Through it's Karta Amarendra Kumar Verma.		
Flat No.	CHETAN SHAH		
Flat No. 36	PRABHABEN DEVCHAND GOSHAR		

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Flat No. A1 & A2	CHIRAG RAJENDRA SHAH		
	SAMIR RAJENDRA SHAH		
Flat No. B1	CHANDRIKA SURYASINH KOTHARI		
Flat No. B2	CHAITALI NIMESH CHANDAN Through it's CA Vaishali Kunal Shah		
	VAISHALI KUNAL SHAH		
	KUNAL BHARAT SHAH		

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SIGNED, SEALED AND DELIVERED)

BY THE WITHIN NAMED **"DEVELOPERS"**)

M/S. SHREE SAI REALTORS)

by its Partners)

MR. SREEDHARAN K. MUTHATHYAN)



For SHREE SAI REALTORS

PARTNER

MR. LEEBIN SREEDHARAN MUTHATHYAN)



For SHREE SAI REALTORS

PARTNER

in the presence of .....)

1) Param.

2)

REGISTRAR
MUMBAI SUBURBAN DIST. (BANDRA)

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RECEIPT

RECEIVED of and from the within named Developers a sum of Rs. 25,00,000/- being the Interest Free Security Deposit and 1st instalment towards the Professionals Fees paid by them to us as per the following particulars:

Date	Cheque/rtgs	Bank	Branch	Amount
05-09-2022	064835	SARASWAT BANK	Ghatkopar East	20,00,000/-
05-09-2022	064836	SARASWAT BANK	Ghatkopar East	5,00,000/-
			Total	25,00,000/-

We say received,
For, Shankar Chhaya Co-Op. Housing Society Ltd,

Vipul. Patel.

Mr. Vipul Hansraj Patel
(Hon. Secretary),

Mr. Bharat Ranjit Thakkar
(Hon. Chairman),

Ms. Kavita Rajni Tolia
(Hon. Treasurer).

THE SEAL OF THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

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ANNEXURE - A

SHANKAR CHHAYA CO-OP. HOUSING SOCIETY LTD

1	2	3	4	5
SR. NO	FLAT NO	FLOOR	Name	EXISTING CARPET AREA (SQUARE FEET)
1	1	GROUND FLOOR	HEMLATA NANJI VISHRIYA	266
2		GROUND FLOOR	PRAKASH PREMJI SOMESHWAR	374
3			PRAKASH PREMJI SOMESHWAR	
4	4	GROUND FLOOR	PURNIMA MANOJ HINDOCHA	152
5	5	GROUND FLOOR	SHANKAR & CO.	396
6	6	GROUND FLOOR	BHARTI CHETAN CHOLERA & CHETAN GOPALDAS CHOLERA	275
7	7 (INSIDE)	GROUND FLOOR	SEJAL KUSHAL GHARAT & KUSHAL VINAY GHARAT	223

SR. NO	FLAT NO	FLOOR	Name	EXISTING CARPET AREA (SQUARE FEET)
8	8	GROUND FLOOR	DEVENDRA GORDHANDAS THAKKAR/VEENA DEVENDRA THAKKAR	576
9	9		PANKAJ NANJI HARIA	525
10	10		HEMABEN DINESH SHAH/KETAL DINESH SHAH	525
11	11		CHARU MAJMUDAR/BHAVESH CHAMANLAL VORA/RAJSHREE BHAVESH VORA	581
12	12		JAY JITENDRA PATEL/VIJAY NARANBHAI PATEL	606
13	13	FIRST FLOOR	RAJNIKANT GIRJAPRASAD VYAS/ LEENA RAJNIKANT VYAS	745
14	14		SUSHILA SHANTILAL GADA	541
15	15		HARDIK YOGESH MEHTA	575
16	16		GUNVANT GULABCHAND SHAH/BHARATI GUNVANT SHAH	575
17	17		VIPUL H. PATEL/DIGANT HANSARAJ PATEL	386
18	18		SNEHLATA MAHENDRA SHAH	709
19	19		DHVANI CHETAN GANDHI	521
20	20		AMIT VINOD KOTHARI	581
21	21	SECOND FLOOR	REKHA RAJNI TOLIA & KAVITA RAJNI TOLIA	709
22	22		WORLD RENEWAL SPIRITUAL TRUST	541
23	23		WORLD RENEWAL SPIRITUAL TRUST	575
24	24		BRAHMA KUMARI NALINI	575
25	25		JAYESH DALICHAND GANDHI/SUJATA JAYESH GANDHI	576
26	26		EKTA YUPIN GALA/MEETA JAYESH GOSHAR	525
27	27		NIKHIL DINESH HARIA	521
28	28		KITA BHARAT JOSHI	581
29	29	THIRD FLOOR	AESHA MIHIR CHHADWA	745
30	30		DINESH PREMJI HARIA	541
31	31		RAJESH PREMJIBHAI PATEL/MEENA RAJESH PATEL	575
32	32		FALGUN J. NEGANDHI / PRATHMESH J. NEGANDHI	575
33	33		BHARAT THAKKAR /DIVYA BHARAT THAKKAR	576
34	34		AMARENDRA KUMAR VERMA HUF	525
35	35		CHETAN SHAH	521
36	36		PRABHABEN DEVCHAND GOSHAR	581
TOTAL AREA				10424

SHANKAR CHHAYA BUILDING NO.2

SR. NO	FLAT NO	FLOOR	Name	EXISTING CARPET AREA (SQUARE FEET)
37	A-1 A-2	FIRST FLOOR	CHIRAG RAJENDRA SHAH/SAMIR RAJENDRA SHAH	1570
38	B-1		CHANDRIKA SURYASINH KOTHARI	524
39	B-2		CHAITALI NIMESH CHANDAN/VAISHALI KUNAL SHAH/KUNAL BHARAT SHAH	1044
TOTAL AREA				3138

Annexure- B

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महाराष्ट्र शासन

मालमत्ता पत्रक

गाव/पेठ : घाटकोपर-किरोळ TP०३ | तालुका/न.भू.का. : नगर भूमापन अधिकारी, घाटकोपर | जिल्हा : मुंबई-उपनगर

नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ
अंतिम भूखंड क्र. TP स्कीम ३ १९			१९८५.००	-	-

सुविधाधिकार	
हक्काचा मूळ धारक वर्ष:१९८८	१) दी सेक्रेटरी शंकरछाया को ऑप हौसिंग सोसायटी लि. २) डेप्युटी कस्टोडीयन ऑफ इव्हाक्यु प्रॉपर्टी फॉर हाजी सुलेमान जमाल
पट्टेदार	
इतर भार	-
इतर शेरे	-

दिनांक	व्यवहार	क्रमांक	नविन धारकाचा सहीसाठी किंवा	साक्षांकन
०८/०६/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/मि.प./अक्षरी नोंद/२०१५ पुणे दि.१६/२/२०१५ व इकडील आदेश क्र.न.भू.घाटकोपर-किरोळ/फे.फा.क्र.११८५ दिनांक ०८/०६/२०१५ अन्वये केवळ बी.फॉर्म वरील क्षेत्र व मिळकत पत्रिकेवरील क्षेत्र मेळात असलेने मिळकत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी एक हजार नऊशे पंच्याऐंशी पूर्णांक शून्य दशांश चौ.मी दाखल केले.			[illegible] ११८५ सही- ०८/०६/२०१५ न.भू.अ. घाटकोपर

THE SEAL OF THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN

हिंदी प्रत्यक्ष पत्रिका (दिनांक २/२/२०१९ १२:००:०० AM रोजी) डिजीटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्याची आवश्यकता नाही.
मिळकत पत्रिका आऊनलोड दिनांक १/२४/२०२२ ६:१५:१४ PM
वेबसाईट पडताळणी साठी http://aapleabhilekh.mahabhumi.gov.in/DSLR/propertycard या संकेत स्थळावर जाऊन २२०७१००००१६०२९७७ हा क्रमांक वापरावा.

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THE SEAL OF THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

Annexure - C

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SHANKAR CHHAYA CO-OPERATIVE HOUSING SOCIETY LTD

(Registered under Registration No. BOM/HSG/969 Dt. 11/05/1965.
(Under Maharashtra Co-operative Society Act, 1960)

NOTICE

Notice is hereby given that a Special General Body Meeting of **Shankar Chhaya Co-operative Housing Society Ltd.** having address at Plot no. 19, Mahatma Gandhi Road, Ghatkopar East, Mumbai: 400 077 ,will be conveyed on 20/03/2022 at 10:30 A.M at above registered society's premises. The said meeting will be attended by Authorized Officer from the office of the Deputy Registrar of Co-operative Societies, 'N' Ward Office and the proceedings of the said meeting shall be video recorded to transact the following:

AGENDA

1. To consider comparative information in respect of tenders of redevelopment.
2. To approve terms and conditions of one of the developers and finalize and select the said tenders.
3. To authorize the Secretary, Chairman and the Treasurer of the society to enter into Redevelopment Agreement and Power of Attorney in respect of redevelopment of the society's property on behalf of the society with the selected developer.

Place: Mumbai

Date : 06/03/2022

For Shankar Chhayya Co-op Housing Society Ltd.

Hon. Secretary

NOTE: Quorum for the special General Meeting shall be 3/4 of the total numbers of members of the society. If there is no quorum the said meeting shall stand adjourned for eight days and the adjourned Meeting shall be convened accordingly. If there is no quorum at the adjourned special General Meeting it shall stand dissolved assuming that members are not interested in the redevelopment of the society's building.

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Shop No. 1 → 4 [illegible]

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2 [signature] 20/3/22

3 [signature] 20/3/22

4 [signature]

5 [signature]

[signature]

Flat No. - 18

9

10 [signature]

11 [signature]

12 [signature]

13 [signature] 7/3/22

14 [illegible]

15 R.Y. mehta.

16

17 [signature]

18 Snehlata m. Shah.

19

20

21 R.R.Moli

22 }

23 } B.K. Neeta

24 }

25 [signature] 8/3/22

26 =

27 R.B. Joshi

flat No. - 28 R.B. Joshi

29 [signature]

30 R.B. Joshi

31 [signature]

32 [signature]

33 Divya

34 Anand

35 [signature]

36 [signature]

Bldg No 2.

A1 [signature]

A2 [signature]

B1 }

B2. } [signature] 4/3/22

Annexure-D

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SHANKAR CHHAYA CO-OPERATIVE HOUSING SOCIETY LTD.

(Regd. No. Bom/H.S.G. 969 of 11-5-1965)

Plot No.:19, MAHATMA GANDHI ROAD, GHATKOPAR (EAST), MUMBAI – 400 077

Proceedings and Minutes of the Special General Body Meeting of the SHANKAR CHAYYA CO-OP. HOUSING SOCIETY LTD., registered under registration no. BOM/HSG/969 dated 11/05/1965 having address at Plot no.19, Mahatma Gandhi Road, Ghatkopar East, Mumbai: 400 077, bearing C.T.S no. 5957, of Village Ghatkopar-Kirol, Taluka Kurla, held on 20/03/2022 at 10:30 A.M Proceeding of the said meeting were video recorded and the said meeting was attended by Shri. Atul More, Authorised Officer from the office of the Deputy Registrar Co-Operative Societies, N ward Office.

All 39 Members were present.

Mr. Vipul Patel the Secretary of the society welcomed the member present.

Mr. Bharat Thakkar, the Chairman of the society presided over as the Chairman of the meeting.

Taking the first point on the agenda which was to consider comparative information in respect to the tender/quotation received for the redevelopment of the society's property for which the secretary informed the members present that total two tender/ quotation were received of Le 1) Damji Shamji Group and 2) M/s. Shree Sai Realtors The rates, benefits etc. of all the said tenders/ Quotations were disclosed amongst the members present and the members were satisfied with the same as such approved the information given.

The next point on the agenda was to approve terms and conditions of one of the developers and finalize and select the same the secretary had already given the information about the quotation and the terms and conditions of each of the developers. The comparative statement given by the Project Management Consultant /architect Shri. Sanjai Udhan given all the comparative statements of tenders received was placed before the members present, there was discussion and debate over all the same and then all the members present found the terms and conditions and the offer of M/s Shree Sai Realtors in order and then the secretary asked the members present to vote in favour or against for the same for which all the members of the society who were present the 100% raised their hands and voted for M/s. Shree Sai Realtors as the Developers of the society for the redevelopment of the society's property and it was resolved as under:

"RESLOVED THAT M/s. Shree Sai Realtors be and is hereby selected as the Developers of the society for the redevelopment of the society's property and the offer tender given by them be and is hereby accepted and approved"

Proposed by: Yogesh Mehta (Flat no. 15)

Seconded by: Rajnikant G Vyas (Flat no. 13)

Carried out unanimously

The next point on the agenda was to authorize the Secretary, Chairman and Treasurer of the society to enter into the Redevelopment agreement and Power of Attorney in respect of Redevelopment of the Society's property on behalf of the society with the selected developer, all the member present in the meeting agreed for the same and authorized the Secretary, Chairman and the Treasurer of the society for the same and it was resolved as under:

Vipul. Patel.

Shankar Chhaya Co-op. Housing Society Plot No. 19, Ghatkopar (E), Mumbai - 77.

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"RESLOVED THAT the Secretary Mr. Vipul Patel, Mr. Bharat Thakkar, the Chairman, Miss. Rekha Tolia, the Treasurer be and are hereby authorized to enter into/execute and register the redevelopment agreement and Power of attorney for the redevelopment of the society's property bearing CTS No. 5957 of Village Ghatkopar-Kirol, Taluka Kurla in the Mumbai Suburban District on behalf of the society."

"FURTHER RESLOVE THAT the said office bearer be and are hereby authorized also attend the office of the Sub registrar of Assurance at Mumbai and admit execution for the same on behalf of the society and complete all the required formalities thereto."

Proposed by: G. G. Shah (Flat no. 16)

Seconded by: Jayesh Gandhi (Flat no. 25)

Carried out unanimously

There being no other matter to be discussed the meeting terminated with a vote of thanks to the chair and the entire member present.

Vipul. Patel.

Mr. Vipul Patel	Shri. Atul More	Mr. Bharat Thakkar
(Secretary)	(Authorised Officer of N Ward Deputy Registrar Co-op Societies)	(Chairman)

Shankar Chhaya Co-op. Housing Society
Plot No. 18, Ghatkopar (E), Mumbai - 77.

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SHANKAR CHHAYA CO-OPERATIVE HOUSING SOCIETY LTD.

(Regd. No. Bom/H.S.G. 969 of 11-5-1965)

Plot No.:19, MAHATMA GANDHI ROAD, GHATKOPAR (EAST), MUMBAI – 400 077

Date: 01/03/2022

M/s. Shree Sai Realtors,
201, Sai Plaza, Jawahar Road,
Opp. Ghatkopar Railway Station,
Ghatkopar (E), Mumbai- 400077.

Sub: All that piece and parcel of land bearing CTS Nos. 5957 , Plot No. 19 admeasuring 1985 sq. meters or thereabouts along with 2 buildings standing thereon known as Shankar Chhaya building No.1 comprising of 20 residential flats and 7 commercial shops, and Shankar Chhaya building No.2 comprising of 3 residential flats. There is a SETBACK In plot of 391.67 sq mtrs. and the balance plot area is 1593.33 sq. mt. laying and being at M.G.Road, Ghatkopar (E), Mumbai- 400 077 in the Revenue Village Ghatkopar-Kirol, Taluka-Kurla.

Re: Letter of Appointment as Developers to carry out the redevelopment of the society's above mentioned property.

Sir,

We are pleased to inform you as under:

1. You had submitted your profile and offer for redevelopment of the society's property under the cover of your letter dated February 21, 2022.

2. The Society has unanimously approved your offer by passing a resolution in its Special General Body Meeting held on 27.02.2022. A certified true copy of the Resolution dated 27.02.2022 is enclosed herewith for your record.

3. Pursuant to the aforesaid resolution we are authorized to issue this Letter of Appointment appointing you as the 'Developers' to carry out the redevelopment of the society's property.

4. We confirm on behalf of the society that you shall be entitled to redevelop the society's property under 33(11) regulation as you may choose from the DCPR, 2034 in force in the city of Mumbai.

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SHANKAR CHHAYA CO-OPERATIVE HOUSING SOCIETY LTD.

(Regd. No. Bom/H.S.G. 969 of 11-5-1965)

Plot No.:19, MAHATMA GANDHI ROAD, GHATKOPAR (EAST), MUMBAI – 400 077

5. We further confirm on behalf of the society that you shall be entitled as per your discretion to joint redevelopment of the society's property with Kailas Kiran 2 CHS Ltd., Plot No.20 and redevelop both the properties as a common lay-out under any regulation as you may choose from the DCPR, 2034 in force in the city of Mumbai. This authority / entitlement is given to you provided the joint redevelopment is decided and finalized by the time the IOD is received from MCGM. After receipt of IOD there shall be no joint redevelopment and Shankar Chhaya CHS Ltd., will be redeveloped as a single entity only.

6. We request you to prepare the plans and documents to be executed between us, such as Development Agreement, Power of Attorney, Individual Consent Letters etc. and send us the drafts along with road map of the redevelopment project and to take further steps for redevelopment.

7. We also permit you to investigate the title of the society's property by carrying out the requisite due diligence through your Advocates and Solicitors and we have no objection to your issuing Public Notices in newspapers inviting claims against the society's property.

8. We may also inform you that the society will not be liable to pay or refund any expenses incurred by you prior to your signing of the redevelopment agreement with the society.

9. The society has agreed to the major commercial terms, the final terms and conditions agreed between both the parties will be as per the Development Agreement.

Thanking you.
Sincerely,
For Shanka Chhaya CHS Ltd.,

Hon. Chairman | Hon. Secretary | Hon. Treasurer.

Shankar Chhaya Co-op. Housing Society

Encl: Certified True Copy of Resolution dated 27.02.2022.

Received 1/03/22

SHREE SAI REALTORS MUMBAI GHATKOPAR

SHANKAR CHHAYA CO-OP. HOUSING SOCIETY LTD (ANNEXURE-F)

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	1	2	3	4	5	6			9
Sr. No.	Existing Flat No.	Name	Existing Flat Carpet Area Sq.ft	35 % Free Extra Area Sq.ft	Compensation for Garage Area in sq.ft	New MOFA Carpet	Total Hardship Compensation at the rate of Rs.850/-	50% Hardship Compensation on Vacation date	50% Hardship Compensation after OC
1	Shop No. 1	HEMLATA NANJI VISHRIYA	266	93	-	359	2,26,100	1,13,050	1,13,050
2	Shop No. 2	PRAKASH PREMJI SOMESHWAR	374	131	36	541	3,17,900	1,58,950	1,58,950
3	Shop No. 3								
4	Shop No. 4	PURNIMA MANOJ HINDOCHA	152	53	-	205	1,29,200	64,600	64,600
5	Shop No. 5	SHANKAR & CO.	396	139	-	535	3,36,600	1,68,300	1,68,300
6	Shop No. 6	BHARTI CHETAN CHOLERA & CHETAN GOPALDAS CHOLERA	275	96	-	371	2,33,750	1,16,875	1,16,875
7	Shop No. 7	SEJAL KUSHAL GHARAT & KUSHAL VINAY GHARAT	223	78	-	301	1,89,550	94,775	94,775
8	Flat No. 8	DEVENDRA GORDHANDAS THAKKAR/VEENA DEVENDRA THAKKAR	576	202	-	778	4,89,600	2,44,800	2,44,800
9	Flat No. 9	PANKAJ NANJI HARIA	525	184	-	709	4,46,250	2,23,125	2,23,125
10	Flat No. 10	HEMABEN DINESH SHAH/KETAL DINESH SHAH	525	184	-	709	4,46,250	2,23,125	2,23,125
11	Flat No. 11	CHARU MAJMUDAR/BHAVESH CHAMANLAL VORA/RAJSHREE BHAVESH VORA	581	203	-	784	4,93,850	2,46,925	2,46,925
12	Flat No. 12	JAY JITENDRA PATEL/VIJAY NARANBHAI PATEL	606	212	-	818	5,15,100	2,57,550	2,57,550
13	Flat No. 13	RAJNIKANT GIRJAPRASAD VYAS/ LEENA RAJNIKANT VYAS	745	261	-	1006	6,33,250	3,16,625	3,16,625
14	Flat No. 14	SUSHILA SHANTILAL GADA	541	189	-	730	4,59,850	2,29,925	2,29,925
15	Flat No. 15	HARDIK YOGESH MEHTA	575	201	-	776	4,88,750	2,44,375	2,44,375
16	Flat No. 16	GUNVANT GULABCHAND SHAH/BHARATI GUNVANT SHAH	575	201	-	776	4,88,750	2,44,375	2,44,375
17	Flat No. 17	VIPUL H. PATEL/DIGANT HANSARAJ PATEL	386	135	-	521	3,28,100	1,64,050	1,64,050
18	Flat No. 18	SNEHLATA MAHENDRA SHAH	709	248	-	957	6,02,650	3,01,325	3,01,325
19	Flat No. 19	CHIVANI CHETAN GANDHI	521	182	-	703	4,42,850	2,21,425	2,21,425
20	Flat No. 20	AMIT VINOD KOTHARI	581	203	-	784	4,93,850	2,46,925	2,46,925
21	Flat No. 21	EKTA RAJNI TOLIA & KAVITA RAJNI TOLIA	759	266	-	1025	6,45,150	3,22,575	3,22,575
22	Flat No. 22	WORLD RENEWAL SPIRITUAL TRUST	541	189	36	2319	4,59,850	2,29,925	2,29,925
23	Flat No. 23	WORLD RENEWAL SPIRITUAL TRUST	575	201			4,88,750	2,44,375	2,44,375
24	Flat No. 24	BRAHMA KUMARI NALINI	575	201			4,88,750	2,44,375	2,44,375
25	Flat No. 25	JAYESH DALICHAND GANDHI/SUJATA JAYESH GANDHI	576	202	-	778	4,89,600	2,44,800	2,44,800
26	Flat No. 26	EKTA YUPIN GALA/MEETA JAYESH GOSHAR	525	184	-	709	4,46,250	2,23,125	2,23,125
27	Flat No. 27	NIKHIL DINESH HARIA	521	182	-	703	4,42,850	2,21,425	2,21,425
28	Flat No. 28	RITA BHARAT JOSHI	581	203	-	784	4,93,850	2,46,925	2,46,925
29	Flat No. 29	AESHA MIHIR CHHADWA	745	261	-	1006	6,33,250	3,16,625	3,16,625
30	Flat No. 30	DINESH PREMJI HARIA	541	189	-	730	4,59,850	2,29,925	2,29,925
31	Flat No. 31	RAJESH PREMJIBHAI PATEL/MEENA RAJESH PATEL	575	201	-	776	4,88,750	2,44,375	2,44,375
32	Flat No. 32	FALGUN J. NEGANDHI / PRATHMESH J. NEGANDHI	575	201	-	776	4,88,750	2,44,375	2,44,375
33	Flat No. 33	BHARAT THAKKAR /DIVYA BHARAT THAKKAR	576	202	-	778	4,89,600	2,44,800	2,44,800
34	Flat No. 34	AMARENDRA KUMAR VERMA HUF	525	184	-	709	4,46,250	2,23,125	2,23,125
35	Flat No. 35	CHETAN SHAH	521	182	-	703	4,42,850	2,21,425	2,21,425
36	Flat No. 36	PRABHABEN DEVCHAND GOSHAR	581	203	72	856	4,93,850	2,46,925	2,46,925
37	Flat No. A1	CHIRAG RAJENDRA SHAH/SAMIR RAJENDRA SHAH	1570	203	-	1450	13,34,500	6,67,250	6,67,250
	Flat No. A2				-	1450			
38	Flat No. B1	CHANDRIKA SURYASINH KOTHARI	524	183	-	708	4,45,400	2,22,700	2,22,700
39	Flat No. B2	CHAITALI NIMESH CHANDAN/VAISHALI KUNAL SHAH/KUNAL BHARAT SHAH	1044	203	-	1146	8,87,400	4,43,700	4,43,700
					-	1046			
TOTAL			21,562		144	30816	1,83,27,700	91,63,850	91,63,850

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

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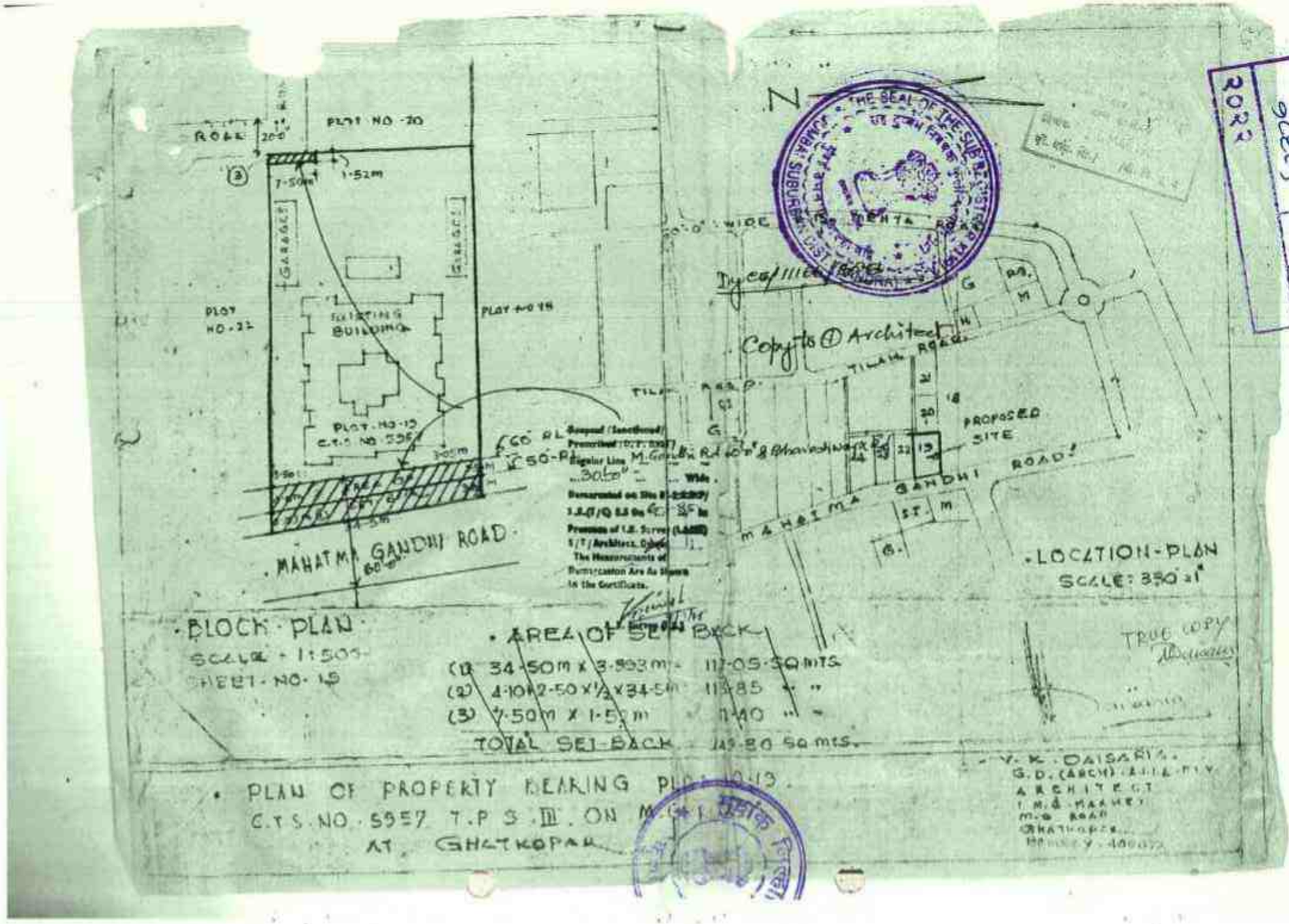
Annexure-G



THE SEAL OF THE SUB REGISTRAR
JOMBAI SUBURBAN DIST. (BANDRA)

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List of Amenities

A. Planning:-

- High Rise Residential Tower with Modern Elevation
- Height of Resident Unit shall not less than 9'-0" clear. There shall be no variation in Floor to Floor Height of Residential flats of existing members and new proposed members.
- Well designed, beautiful Landscaped Garden / Children Park with adequate seating capacity etc.
- Floor to Floor Height of commercial shop shall be at least 10'-0" clear.
- Adequate Servant and Drivers Toilet as per Subject to planning

B. Common Amenities:-

- Designer Entrance lobby and Lift Lobby.
- Fully Furnished, Air – Conditioned Society Office with Washroom / Intercom Facilities / Cupboards for Storage etc. / maximum permissible area as per MCGM norms.
- Club House / Indoor Games / Fully Equipped Fitness Centre with Gym Equipment, separate Washroom and change room for Ladies and Gents and lift if they are anywhere but ground floor.
- All entry and exit shall have a watchman / security cabin with surveillance equipment's.
- All common Passage and lobbies shall be naturally ventilated with, provision for fans in common passage
- Provision in duct for Cabling for Local video cable connection to all unit shall be provided.
- Uniform Decorative Name Plate in Entrance Lobby on Ground Floor and uniform Metal Letter Boxes for all flat owners shall be placed at appropriate location.
- Meter cabin of adequate size at ground floor
- CCTV Area surveillance system in Lobby, passage and all common Areas connected to Society office.
- You will Provide Intercom System and video connection to all flats all such interconnected with Security Desk and Video Door Phone in all flats and intercom facility to shops.
- All surveillance equipment's shall have capacity for 15 days storage of recordings
- Adequate Power Backup for all essential common services.
- Anti – termite treatment to complete project.

THE SEAL OF THE SUB-REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

- Arrangement of mounting of Split AC in all rooms including provision of power Supply, conduit arrangement etc.
- Adequate Lighting to whole complete including stilts, basement, podium, street, roads, pavement, and all common areas.
- All electrical units in common areas shall be tamper proof.
- Adequate Strom water drainage Systems for whole complex.
- Adequate capacity of underground and overhead RCC water storage tank with fully automatic Submersible Pumps of approved makes.
- Adequate Fire Fighting System along with necessary Fire Fighting Fitting and Fire pump system as per CFO's NOC. (Along with fire alarm, automatic sprinkler / hooter system etc.) (Firefighting requirements for RCC underground and overhead water storage tank as per statutory requirements and as per CFO's NOC.)
- Adequate Water proofing to all wet surface including all toilet, baths, WCs, Kuchen nahani's, terrace, chajja's, Loft machine room Top, nahani's, canopies etc. from approved agencies with ten year's guarantee to be given by the water proofing company in favour of Society on stamp paper.
- Brick bat coba waterproofing shall be done for all the floors of toilets, baths, WCs, terrace.
- Water softened arrangements for Bore well water as per MCGM rules for flushing purpose.
- Excellent quality of External drainage pipes and best quality of SWG pipe and fitting.
- External Wall of 6" thickness
- Internal Wall shall be 6" thick (with plaster) and the wall between the 2 flats shall be 6" thick (with plaster).
- External plaster will be minimum 24 MM Thick
- Tremix Concrete pavement / Paver Block / Chequered tiles for open Ground.
- New Decorative compound wall with Decorative Pillars / Gates.
- Signage's on all Floor Entry and exit
- There shall not be any variation in external elevation, common lobbies, staircase, lift façade, entrance doors, all common amenities etc between member flats and sale flats (as per architects approved design)
- Single piece marble, granite, natural stone, or matt / rustic finish vitrified tiles treads and risers for all staircases, mid-landing, and landing flooring. 150 mm high marble, granite, natural stone, or matt

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/ rustic finish vitrified tiles skirting to be provided for staircase, landing and mid-landing.

- Decorative railing for staircase provisional for solar power shall be investigated subject to possibility as per height and planning.
- Solar power will be provided subject to possibility as per height and Planning.
- Three Tower Parking of Shaft Size 6.5 Depth X 7.5 Width (Parking Slot Size 2.4 mtr X 4.00 mtr approx.) Expert Or Equivalent Brand.

C. Internal Amenities in the Flats:-

1. Electrical:-

- Adequate provision for electrical points for Lights, LED Fixtures, fans, bell points, plug points, power points etc. As per approved design and specification.
- Adequate electrical points in Kitchen for lighting, fan, refrigerator, chimney, dish water, washing machine, microwave, water heater, mixtures, plug points, power points etc. As per approved design and specification.
- Adequate electrical points in toilet / bath / WC for lighting, water heater plug points, power points etc. As per approved design and specification.
- AC / TV / Cable / Internet point in all habitable rooms.
- The total electrification shall be concealed and copper electrification in full flats and in all common area of the building.
- MCB and ELCB shall be provided in each flat with independent circuits and circuit breakers
- Three phase electrical supply with proper earthling to all units
- Provision for Inverter at the main MCB in each flat
- All fixtures provided shall be energy efficient of at least 3-star rating
- The total electrification shall be concealed, and the fittings and fixtures provided shall be of 1st quality of approved make.

2. Plumbing:-

- Excellent quality of Concealed plumbing, pipes and fitting in Kitchen and bathroom.
- Total concealed plumbing shall be of ISI Mark 1st Quality in entire Kitchen and bathroom.

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- All vertical down take water supply and drainage pipes shall have spacers
- Ball valve and NRV in water line will be provided as per requirement.

3. Flooring :

- Living Room – PGVT Vitrified Tiles of Reputed Brand with Size of 3'-0" x 3'-0" OR 4-0" x 4'-0" or Bigger Sizes.100 mm high vitrified tile skirting flush to wall matching with design of flooring (As per architect approval and design)
- Bedroom, Passage – PGVT Vitrified Tiles of Reputed Brand with Size of 4'-0" x 2'-0" or Bigger Sizes.100 mm high vitrified tile skirting flush to wall matching with design of flooring.
- Kitchen Floor and Kitchen Dado Tiles – PGVT anti skid Vitrified Tiles of Reputed Brand with Size of 4'-0" x 2'-0" or Bigger Sizes up to Full Height100 mm high vitrified tile skirting flush to wall matching with design of flooring upto beam bottom)
- Bathroom – Antiskid Vitrified Tiles of 600 x 600 MM or 4'-0" x 2'-0" in the Floor and Wall up to full height (As per architect approval and design).

4. Kitchen:-

- Granite Stone Kitchen Platform with Service Platform.
- Provision for Water Heater.
- The kitchen sink shall be provided with hot and cold mixture sprout
- Electric point provision for garbage crusher will be provided.
- Indian Marble Infrastructure under the platform with Below Platform Tiles.
- Provision Pipe gas Connection up to kitchen, deposit will be paid by individual member.
- Stainless Steel Kitchen Sink of Reputed Brand with a minimum size of 600 x 450 x 250 mm
- Provision for Exhaust Fan in all Kitchens.

5. Bathroom:-

- All Sanitary fitting and CP Fitting provided shall be of 1st Quality and of Reputed Brand jaguar or equivalent.
- Provision for Exhaust Fan in all bathrooms.
- Provision for Water Heater in all bathrooms.