iii. The New Building/s to be constructed shall have the amenities as detailed in **Annexure-"F"** hereto and the New Flats of the existing members shall have the amenities as detailed in **Annexure-"G"** hereto.

iv. The minimum height of each residential flat in the New Building shall not be less than 9 ft. clear height. The society office with toilet to be provided by the Developers shall not be less than 150 sq. ft. or such larger area as may be approved by the competent authority. Further, the proposed common club house to be provided by the Developers shall not be less than 500 sq. ft. or such larger area as may be approved by the competent authority, and all the members of both societies including the existing members of the said Society shall be entitled to use and enjoy the said fitness center as well as all other amenities to be provided by the Developers.

B. HARDSHIP COMPENSATION AMOUNT:

i. The Developers shall in addition to the above, pay to each of the 26 existing members of the said Society an amount calculated @ of Rs.700/- (Rupees Seven Hundred Only) per sq. ft. of the existing flat area of the respective Members by way of hardship compensation as detailed in **Column 10 of Annexure "E"** (hereinafter referred to as **"the Hardship Compensation Amount"**).

ii. The parties hereto agree that 50% of the Hardship Compensation Amount payable by the Developers to each Member on the Vacation date and balance 50% of the hardship compensation shall be payable by the Developers to each Member on obtaining the Occupation Certificate or offering/ providing possession of the new flat to the Member in the new building, whichever is earlier.

C. TO AND FRO SHIFTING CHARGES AND BROKERAGE:

i. The Developers shall in addition to the above hand over to each of the existing members on the vacation date, a cheque for an amount equivalent to one month's TAA by way of defraying the one-time to & fro shifting/transportation charges.

ii. The Developers shall in addition to the above handover to each existing members on the vacation date, a cheque for an amount equal to one

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month's Temporary Alternate Accommodation Compensation calculated @ Rs. 75 per. Sq. ft of said existing flat area as detailed in **Column 11 of Annexure "E"** as brokerage charges.

D. MONTHLY COMPENSATION FOR TEMPORARY ALTERNATE ACCOMODATION (TAA):

i. In addition to the above, from the Vacation date, the Developers agree to pay monthly compensation to each Member for obtaining Temporary Alternate Accommodation hereinafter referred to as **(TAA)** during the period of the redevelopment and construction of the New Flat and agree to pay the same until 45 days after obtaining Full or Part Occupation Certificate of the New Building/s from the MCGM or until 45 days after the respective Member/s has/have been put in possession of the New Flat in the New Building, whichever is earlier. It is agreed that under no circumstances whatsoever, will the Developers be liable to pay the TAA after the expiry of 45 days after obtaining Full or Part Occupation Certificate of the New Building/s provided the possession of the New Flat is duly offered to that Member in terms of this Agreement. The Monthly compensation for TAA shall be paid by the Developers by way of Post Dated Cheques (PDC's) for a 12 months' period at a time in advance. Cheque for the subsequent 12 month period shall be handed over 1 month prior to the expiry of any such 12 month period.

In the event of dishonor of any cheque for TAA, then the Developers shall do NEFT within 15 days from the date of dishonour of such cheque. If the amount of the dishonoured cheque is not paid within 15 days of dishonour, then the Developers are liable to give interest @ 18% p.a. on the said amount till payment. The TAA rent amount to be paid by the Developers to the Members shall be calculated and paid in the following manner:

a) Rs. 75/- per sq. ft. per month on the carpet area of the said existing flat area for the first 12 months from the Vacation Date.

b) Rs. 82.5/- per sq. ft. per month on the carpet area of the said existing flat for the next 12 months i.e. from the 13th month to the 24th month from the Vacation Date:

ii. It is agreed that the cheques for TAA payable by the Developers to the members shall be handed over by the Developers to the Managing

Committee Members of the Society alongwith the Vacation Notice and the Managing Committee Members shall in turn distribute the said cheques amongst its members and the Developers shall not be liable/ responsible for such distribution or for any delay or default on the part of the society in such distribution and the society and its members agree to indemnify the Developers in respect thereof.

vi. In case of delay on the part of the Developers in handing over the new flats to the 26 members beyond the 24 months, the monthly compensation for TAA would stand increased by 15% of the last TAA for every successive term of 12 months till obtaining part/all Occupation Certificate in respect of the Members New Flat or until the respective Member has been put in possession of the New Flat in the New Building, whichever is earlier.

vii. In the event of delay in completion of the new building beyond 24 months from the date of plinth Commencement Certificate, the Developers will provide to each of the members of the society legal expenses for preparing a fresh Leave and Licence Agreement with their respective Licensors along with one month's brokerage.

viii. A comprehensive table showing the to and Fro Shifting Charges payable, compensation for TAA, payable by the Developers to the Members is annexed and marked as **Annexure-"H"** hereto

E. **COMPENSATION FOR SOCIETY'S GARAGE:**

The Developers shall pay to the Society one time compensation amounting to Rs. 10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only) in lieu of 1 (one) garage in the old building owned by the Society ("**said Society's Garage**") admeasuring about 36 sq. ft. carpet, calculated at the rate of Rs. 30,000/- per sq. ft. The said amount shall be paid by the Developers to the Society upon the Developers obtaining in the occupation certificate in respect of the new building constructed on the said Land.

It is clarified that upon payment of the aforesaid compensation to the Society, the Society shall have no right in relation to the said Society's Garage and shall not claim any TAA and/ or alternate accommodation in the new building in respect thereof whatsoever.

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F. **CAR PARKINGS:**

Out of the total number of car parking's available in the three car parking towers, the Developers agree to allot total 26 car parking's to the Society in any of the 3 car parking towers. The Society shall *inter alia* allot and apportion the 26 car parking spaces amongst its Members in such manner as it deems fit and proper and shall indemnify and continue to indemnify the Developers in respect of any dispute which may arise between the Members and the Society in respect thereof. If any visitors car parking's are approved in the car parking towers, the Developers shall allot the said visitors car parking's to the society which shall be used as visitors car parking commonly by the society' members alongwith the Developers Free sale flat purchasers, who shall become the members of the Society. The remaining car parkings in the car parking towers or the car parking spaces in the stilt or in any other form at any other location save and except the 26 car parking's for the society and visitors car parking's, if any shall belong to the Developers and the Developers shall be at absolute discretion to allot the Developers car parking's to their Sale Flat Purchasers in such manner as the Developers deem fit and proper.

G. **DEVELOPERS ENTITLEMENT:**

a) In consideration of the Developers redeveloping the said Property at their own costs by constructing New Building's common areas amenities and facilities as may be permitted by the statutory authorities in place of the said buildings on the said land as per the approved plans, the Society hereby authorizes the Developers to sell, transfer, lease, license, encumber and/or deal with the Free Sale Area comprising of Sale Flats along with Developers Car Parking's and to receive from such purchasers the purchase price thereof at such rates and on such terms and conditions as the Developers may deem fit and proper and to appropriate the same to themselves without being liable or bound to account for the same to the said Society in any manner whatsoever.

b) The Developers shall be at absolute liberty to deal with and/or allot the Developers car parking's to purchasers of Sale Flats in the New Building in such manner as they may deem fit and proper.

c) Save and except the land of the Society and/or any of the Property of the Society or its members, including but not restricted to common areas, PAA Flats of the 26 members of the Society and one Security Flat until automatically released as per Clause 21 hereinbelow to the Developers, the Society confirms that the Developers shall have the absolute right to avail finance from any bank/NBFC/Financial Institution by mortgaging/ encumbering/ hypothecating or creating a charge on the free sale area/Free Sale Flats (except the Security Flat/s) and to utilize the said finance only for the completion of the redevelopment of the said property and for no other purpose. It is clarified that nothing contained herein shall entitle the Developer to create any form of lease(s), lien, encumbrance and/or any third party rights over the Society's land or Property in any manner whatsoever.

7. AMALGAMATION OF SAID LAND WITH THE ADJOINING LAND BELONGING TO KAILAS KIRAN CHSL:

a) Subject to the Developer agreeing to comply with the provisions of this Agreement, the Society and its Members agree, confirm and consent with the Developers that the Developers shall be entitled to amalgamate the said land with the land of the adjoining society known as 'Shankar Chhaya Co-operative Housing Society Ltd' and redevelop both the plots as a common layout under Regulation 33(11) of the DCPR, 2034. The Society and its Members agree to render their full co-operation to the Developers for the same and undertake to sign, seal, execute, notarize and register all such documents and writings as may be required by the Developers or by any competent statutory/ government/ semi-government/ judicial /quasi-judicial authorities so as to amalgamate the society's land with the land of the adjoining society known as 'Shankar Chhaya Co-operative Housing Society Ltd' and redevelop both the plots as a common layout. The Society and its Members agree not to interfere in the commercial terms which may be arrived at by the Developers with the Shankar Chhaya Co-operative Housing Society Ltd and its Members.

b) The Society agrees and confirms that the Developers shall be bound to abide by the various conditions as may be imposed by the competent authority while granting the permissions for the Project from time to time in respect of amalgamation of the said land with the adjoining land

belonging to Shankar Chhaya Co-operative Housing Society Ltd as also with respect to formation of the common co-operative housing society by the amalgamation/ merger of the said Society with the adjoining society i.e. Shankar Chhaya Co-operative Housing Society Ltd and/ or formation of a new society/ apex body.

c) The Society undertakes with the Developers to render all the required co-operation to the Developers to enable the Developers to effectually comply with the conditions as may be imposed by the competent authority while granting the permissions for executing the Project and shall as and when called upon forthwith sign, execute, notarize and if required register all the requisite documents and writings so as to enable the Developers to comply the said conditions.

8. FORMATION OF A NEW COMMON CO-OPERATIVE HOUSING SOCIETY ON COMPLETION OF PROJECT:

i. If the conditions imposed by the competent authority in the permissions for the execution of the Project require the Developers to amalgamate the said land with the adjoining land belonging to Shankar Chhaya Co-operative Housing Society Ltd. the Developers shall form a new common' single co-operative housing society by the amalgamation/ merger of the said Society with the adjoining society, Shankar Chhaya Co-operative Housing Society Ltd and the Developers will in their discretion be entitled to exercise either of the below options: -

a) incorporate a new co-operative housing society, wherein the members of the said society and the members of Shankar Chhaya Co-operative Housing Society Ltd will become members alongwith all persons to whom the sale flats have been sold by the Developers in the new buildings by complying with all statutory formalities under the applicable laws

Or

b) amalgamate/ merge the said Society with the adjoining Society viz: - Shankar Chhaya Co-operative Housing Society Ltd by complying with all statutory formalities under the applicable laws.

ii. 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 within the time mentioned in the written intimation submit to the Developer: (i) 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.

iii. The Developers agree that the conditions recorded in point No. ii) 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.

iv. The Developers shall handover the accounts and management of the new building/s to the newly formed Co-operative Housing Society/the Amalgamated/ merged Society and shall comply with all the statutory obligations prescribed under the law.

v. In case if the Developer exercises (i) (a), if required under law, the said Society shall at the cost of the Developers:

a) execute and register a Deed of Conveyance in respect of the said land and its undivided share in the new building/s in favor of the newly formed Co-operative Housing Society and shall appear through its authorized Managing Committee Members before the concerned Sub-Registrar of Assurances to admit the execution and registration thereof. Simultaneously, the adjoining society Shankar Chhaya Co-operative Housing Society Ltd shall also execute and register a Deed of Conveyance in respect of its land and its undivided share in the new building/s, within the statutory period in favor of the newly formed Co-operative Housing Society and shall appear through its authorized Managing Committee Members before the Sub-Registrar of Assurances to admit the execution and registration thereof.

b) The newly formed Co-operative Housing Society will thus become the absolute owner of the said land and adjoining land belonging to Shankar Chhaya Co-operative Housing Society Ltd as also the new building/s constructed by the Developers thereon.

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c) Within a reasonable period from executing and registering of the aforesaid Deeds of Conveyance of the said land and adjoining property in favor of newly formed Cooperative Housing Society, the members of the said Society shall comply with the statutory formality to dissolve/de-register/wind up the said Society for all intents and purposes in law. Similarly, the adjoining society, Shankar Chhaya Co-operative Housing Society Ltd. shall comply with the statutory formality to dissolve/deregister the said Society for all intents and purposes in law.

However, if the conditions imposed by the competent authority in the permissions do not require the Developers to amalgamate the said land with the adjoining land belonging to Shankar Chhaya Co-operative Housing Society Ltd, the Society agrees with the Developers that expenses to be incurred by the Society and for maintaining and using the common areas and common amenities in the Project shall be shared and incurred by the Society and Shankar Chhaya Co-operative Housing Society Ltd in proportion of their respective Built Up Areas as per the sanctioned plans. In such event, the flat purchasers to whom sale flats have been sold by the Developers in the new building/s shall be enrolled as members of said society (if the new flat is located in the new building wherein the members of the said Society are rehabilitated) or Shankar Chhaya Co-operative Housing Society Ltd (if the new flat is located in the new building wherein the members of Shankar Chhaya Co-operative Housing Society Ltd are rehabilitated).

9. **REPRESENTATIONS AND WARRANTIES BY THE SOCIETY TO THE DEVELOPERS:**

The Society does hereby declare, warrant, represent, undertake and assure the Developers as under:

a) That for all purposes under this Agreement, the terms Society shall mean and include the validly elected Managing Committee Members of the Society. The Developers shall be required to communicate with any of the elected office bearers of the Society viz: (1) Mr. Vipul J. Goda (Hon. Secretary), (2) Mr. Jatin P. Dave (Hon. Chairman), (3) Mr. Rajesh J. Mehta (Hon. Treasurer) for all purposes under this Agreement.

b) That prior to the execution of this Agreement, the Society has not entrusted development rights in respect of its said property to any other Developer or third party and has not executed and registered any document/writings to that effect.

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c) That there are no suits or any legal proceedings pending against society or its members in any courts of law and there are no adverse orders passed by any competent Court of law prohibiting the Society from dealing with the Developers in respect of the said Property.

d) The registration of the Society is valid and subsisting and save and except the 26 members who have signed this Agreement as members, the Society has no other members. The Society recognizes and confirms that the persons signing the present Development Agreement are its members.

e) That the Society is the absolute and exclusive owner of the said property and that there is/are no other person/s who is/are entitled to claim any share, right, title or interest in the said property.

f) That the Society has not given any easementary rights in respect of the said property to any person/s.

g) On the execution of this Agreement, the Developers shall be entitled to investigate the title of the Society to the said Property and also to issue public notices in newspapers inviting claims and objections from the public. The parties hereto agree that if upon investigating the title of the Society, if it is found that any person/s other than the Society or any person/s claiming through the Society has/have any share, right, title and interest in the said Property, the Society shall settle the said claim of such person/s out of its own funds and at its own costs and expenses and shall indemnify and keep indemnified the Developers in respect thereof and the Society shall deduce a clear and marketable title to the satisfaction of the Advocates and Solicitors of the Developers.

h) That the society warrants that, there are no encumbrances, mortgages, charges, liens, notice of requisitions, acquisitions, any further set back or outstanding interest or claim by any person in respect of the said Property or any part thereof and the title of the Society to the said Property is clear, marketable and free from encumbrances.

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i) That all outgoings, dues, taxes, N.A. Assessment, levies, transfer charges etc. payable to MCGM or competent authorities in respect of the said property have been paid up to date and there are no arrears nor is any Demand Notice pending for recovery of the same till the date of this present Agreement.

j) The Society and its Members have full right and absolute authority to enter into this Development Agreement with the Developers. Prior to the execution of this Development Agreement, the Society has already informed the Developers that one of its Member/s viz: Mr. Vipul Goda & Mrs. Manisha Vipul Goda (Owners of Flat No. 26) have mortgaged their flat with Union Bank of India. The aforesaid member/s have obtained/ shall obtain the requisite no objection from the aforesaid Union Bank of India for redevelopment of the Society's Property in terms of this Development Agreement, which no objection shall be furnished to the Developer as well as the Society prior to the Vacation Date.

k) The Society and its members have duly resolved and appointed the Developers with requisite majority based on the reputation of the Developers and the Society and its Members undertake to render their full co-operation to the Developers during the entire course of redevelopment being carried out by the Developers on the terms of this present Agreement.

l) That there are no outstanding notices for acquisitions, lien or claim save and except the pending mortgage in respect of Flat No. 26.

m) That the Developers shall be entitled to consume the FSI available under DCPR, 2034 on the said property as per clause 4 above until the Developers obtain the Occupation Certificate in respect of the Project. However, it is expressly undertaken by the Developers that they shall not construct or allot, on the said Plot or the plot amalgamated with the said Plot, any permanent transit camp (PTC) tenements under any Scheme of Slum Rehabilitation.

n) Within 45 days of the Developers intimating the Society in writing and communicating the Vacation Date and/or furnishing the copy of the IOA obtained from the concerned department and communicating the Vacation date, all Members shall vacate and handover the peaceful

possession their respective flats to the Society and the Society shall in turn handover the vacant and peaceful possession of the said property to the Developers.

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o) The Society and its Members agree that in the event if there is any delay/default on the part of any particular member in handing over the quite, vacant and peaceful possession of his/her respective flat, the Member in default shall be liable to pay damages to the Developers in the sum equal to twice the amount of monthly TAA payable to such member till such time he/she handover the quite, vacant and peaceful possession of his/her respective flat to the Society.

p) The Society agrees that the flat purchaser/s who purchase the said Flats from the Developers shall be entitled to charge and/or mortgage the said flat/s which he/she/they shall have agreed to purchase from the Developers with any bank/NBFC/financial institution and for the said purposes, the Society hereby gives an express consent/No Objection by virtue of these presents. It is clarified that the consent/NOC from the Society shall not in any manner be construed as a liability/responsibility of the Society towards the bank/NBFC/ financial institution for such loan/finance as may be availed by such flat purchaser.

q) The Society confirms that if required by the sanctioning authorities or any law, the Developers shall have the absolute unfettered right and authority to amend/alter the sanctioned plans of the New Building/s as may be required, without reducing the carpet area of the New Flats as detailed in **Annexure "E"** of the Members, and the Society or its Members shall not raise any objection in respect thereto unless the floor, location and /or layout of the New Flat/s is sought to be amended/altered (minor alternations permitted). If for the aforesaid purpose, the Developers seek/require the written consent of the Society and its Members, the Society and its Members shall grant the same to the Developers within 30 days from receiving the written communication to that effect from the Developers and if no response is received from the Society or its Members within 30 days for any reason whatsoever, the Developers will be deemed to have received the consent of the Society and its Members for all intents and purposes under the law.

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r) After the execution and registration of this Agreement, the Developers shall be entitled to market the Project and bear the marketing expenses thereof.

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10. **REPRESENTATIONS AND WARRANTIES BY THE DEVELOPERS TO THE SOCIETY:**

The Developers hereby declare, warrant, represent, undertake and assure the Society that:-

(a) That the Developers are financially solvent and that no bankruptcy or insolvency proceedings have been initiated against them.

(b) That the Developers shall bear the entire Project Cost and complete the Project by engaging the services of various Vendors from time to time.

The Developers shall be entitled to appoint and engage the services of such persons, vendors, contractors and professionals as may be required by the Developers to complete the project.

(d) The Developers shall complete the construction of the New Building and obtain part/full Occupation Certificate from concerned sanctioning Authority within 24 months plus 6 months grace period aggregating to 30 months from date of receiving plinth commencement certificate and subject to force majeure circumstances. 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 to the Members with Part/full Occupation Certificate as mentioned above, the parties will endeavor to mutually arrive at a solution and/or grant suitable extensions to the Developers to complete the project with Occupation Certificate

(e) The Developers undertake not to assign the benefits of this Agreement to any third party without the written consent of the Society in any manner whatsoever and shall only change the constitution of its partnership subject to the condition that at all times, Mr. Sreedharan Muthathyan and Leebin Sreedharan Muthathyan shall continue to remain as 50% stake holding partners in the said Developer firm.

(f) The Developers shall register this Development Agreement after it has been duly signed by all the members of the said society provided all members of society are available to attend office of the concerned Sub-Registrar to lodge and admit execution of this Agreement. The entire stamp duty and registration charges incidental to the registration of these presents shall be borne and paid by the Developers alone.

(g) The Developers shall, at their cost, demolish the said building subject to force majeure circumstances. The debris after the demolition of said existing building shall belong to the Developers alone. Further it is clarified that the Developer shall be responsible to clear the debris in a timely manner.

12. REPRESENTATIONS AND WARRANTIES BY THE MEMBERS TO THE DEVELOPERS:

a) 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;

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

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

d) 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;

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

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

g) After vacating their existing flats, in case of change of address the members shall intimate their temporary addresses to the Developers/ the three nominated members of the Society as per clause 9 (a) above, 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

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of any liability for any default towards the Member/s in default under this Agreement arising due to inability to send any communication to such member.

h) 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 as per nomination registered with society or otherwise, as per the provisional membership given by the society in terms of the prevalent law for the time being in force and/ or upon such legal heirs furnishing a certified copy of the legal heirship certificate, Probate or Letters of Administration from a court of competent jurisdiction or an agreement of family arrangement as required under law, 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 and as per the confirmation from the Society. Notwithstanding the aforesaid, the existing members of the said Society may, in their sole discretion, nominate the second holder and/or any legal heir and/or any other person who shall be entitled to receive possession of the new flat/s upon completion of the said Project in the event of demise of the existing member/s, whereupon the Developer shall handover the new flat/s constructed in the New Building to such person so nominated as confirmed by the society and absolve itself from any liability in respect thereof.

13. **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; However, the same shall be done with due intimation to the Society and so as to protect the interest of the Society.

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 actions, suits and proceedings and the same be intimated to the said Society.

14. **MISCELLANEOUS TERMS AND CONDITIONS:**

The Society, Members and Developers mutually agree as under:

a) The name of the proposed new building shall be "**Sai Kailas Kiran 2**".

b) The parties agree that till the date of handing over vacant possession of the said Property to the Developers, the said Society and the existing 26 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 building till the handing over of possession of the New Building, 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, 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. 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 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 and the construction of the New Building as is herein

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visualized, including but not limited to the following costs, charges and expenses:

i. All payments required to be made to M.C.G.M. or any other concerned authority including premiums in respect of the FSI/incentive FSI / Fungible or otherwise.

ii. The entire cost of construction of the New Building and on the said property and all charges payable to the M.C.G.M. 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 MCGM and payments of the infrastructure charges to M.C.G.M.

iv. Entire cost for general development of the said Property in respect of the New Building, 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 Building.

vi. Property tax to the Municipal 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.

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. consultants 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.

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 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

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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 Parking 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.

j) 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, entirely at their cost provide for Mahanagar Piped Gas connection in each PAA flats of the members. The members shall pay the deposit, if any, that may have to be paid to Mahanagar Gas.

k) The Developers will hand over to the said Society the various contracts entered into with the supplier of lift, equipment's of the fitness center etc. its guarantee/warranties, maintenance and repair contract/s etc. as also all the original plans, IOD, CC, Full Occupation certificate, structural drawings, elevation drawings, building drawings, plans of building, detailed 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, MHADA and all other public or private bodies and do all other acts deeds, matters and things in relation to re-development of the said Land which they are authorized do under the foregoing Agreement, which shall be co-terminus and co-extensive with the term of this Development Agreement.

15. **ADDITIONAL TERMS:**

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It is expressly agreed by and between the parties that:

(a) The open terrace above the topmost floor of the New Building/s will belong to the said Society and the adjoining society and/or the new common organization/ society/ apex body that may be formed. 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. However, the Developers are free to construct open private terraces on any floor other than the top floor/s and having access only from the respective flat as per the approved plans and not from the common lobby or staircase of the new building which will be attached to the individual said flats and society has agreed that they will have no rights whatsoever [illegible] terraces.

(b) Assessment taxes, water charges, extra water charges, electricity bills, N.A. Taxes, property taxes and all other taxes shall be borne and paid by Developers from the Vacation Date till the OC is received of the New Building from MCGM and the possession is offered to the members by the Developers in the newly constructed building, whichever is earlier.

16. The Developers shall give 30 days' advance notice in writing to the Managing Committee members of the Society about the New Flats of members being ready for occupation after the Part/Full Occupation Certificate is procured. All the 26 members shall take possession of their respective flats as per PAA on the Developers issuing the aforesaid notice to the Society subject to the said members having paid. After procuring Occupation Certificate, the Developers shall stop paying the monthly TAA rent compensation for the temporary accommodation after 45 days upon offering possession of the New Flats to the members. irrespective of whether the members have taken possession of the New Flats. However, it is agreed that the Developers' new flat purchasers of the free sale portion shall be offered possession of their new flats only after possession is offered to the existing members of the Society. All taxes and outgoings in respect of the new flats and new building shall be payable by the Society and its members from date of expiry of the aforesaid notice or date of possession, whichever is earlier the Developers shall not be liable to pay the same thereafter.

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17. It is agreed that on account of planning constraints, and/or construction methodology there may be a variation in the area of the aforesaid Permanent Alternate Accommodation to be given to the 26 members of the Society subject however to a maximum of 1% (one percent) thereof. It is clarified that in case of any such variation above the said overall limit of 1%, the variation in area shall be compensated by the Developers to the concerned member of the Society or alternatively, by the concerned member of the Society to the Developers (as the case may be) at the rate of Rs.20,000/- (Rupees thirty thousand only) per sq. foot of carpet area for such variation.

18. In the event any existing member/s desire/s to sell and transfer the flat along with shares of the said Society held by him/them during the construction period, he/they 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.

19. The said Society shall be at liberty to appoint structural engineers and/or PMC and other 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 provided the society with all drawings/documents in digital/CAD as well as printed format as and when requested.

20. 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.

21. **SECURITY FLAT:**

i. It is agreed that the Developers shall not sell one or more flat/s admeasuring in aggregate to 1,000 sq. ft (Rera Carpet area) or thereabouts (subject to final plan being sanctioned), from the Free Sale Area, in the new building/s, to be called **'Security Flat'**, 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 and procuring occupation certificate in respect thereof and upon payment of all outstanding dues of developers if any, the Security Flat 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 within the agreed timelines, the Society shall have right to sell the said Security Flat and utilize the proceeds to complete the balance construction of the said Project, or part thereof.

22. TERMINATION:

a) 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.

b) 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.

c) 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

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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. Shankar Chhaya CHS Ltd. is unable to find out a workable solution.

d) 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 Project alongwith the adjoining society i.e. Shankar Chhaya CHS Ltd. 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 Societies i.e. the Society as well as the adjoining society i.e. Shankar Chhaya CHS Ltd

e) In the event of termination of this Agreement in terms hereof, 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.

f) In the event of termination of this Agreement in terms hereof, the Society undertakes to recognize the rights of all the Sale Flat Purchasers who have purchased the said flats from the Developers vide registered agreements 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 loaded FSI 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 and complying with all statutory formalities.

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g) 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.

h) Without prejudice to the same, the Society shall be entitled to claim additional compensation and/ or liquidated damages in terms of this Agreement presently calculated at Rs. 1,00,000/- (Rupees one lakh only) per month for *inter alia* the inordinate delay in completion of the Project beyond the stipulated period of 30 months from the date of plinth CC for the harm, loss and damage caused to the Society owing to the delay breach of terms of this Agreement.

23. ENROLLMENT OF PURCHASERS OF THE DEVELOPERS AS MEMBERS OF THE OWNER / SOCIETY:

i. Subject to what is stated in clause 13 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 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.

ii. The Developers agree that the conditions recorded in point No. ii) 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

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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.

22. **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.

23. **UNDERTAKING BY THE SAID SOCIETY TO SIGN APPLICATIONS ETC.**

It is hereby specifically agreed by and between the parties hereto that the said 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 said 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.

24. **UNDERTAKING BY THE SOCIETY NOT TO ADDRESS ANY LETTERS TO THE GOVERNMENT / SEMI GOVERNMENT AUTHORITIES:**

The society and its members agree that from and after the date of the execution of these presents, without mandate from the General Body of the Society; the said Society shall not address any letters to any government and/or Semi- Government authorities etc., file any complaints, applications etc. referring to the said property which shall adversely affect the re-development of the said Property.

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25. **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.

26. **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.

27. **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

28. **JURISDICTION:**

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

29. **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 and the same shall be maintained by the society in future.

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30. **TIME BEING OF ESSENCE:**

Timely completion of the entire development is essence of agreement i.e. the Developers will adhere to the time lines specified herein.

31. **FEES & EXPENSES:**

The professional fees of Society's PMCs, solicitors and advocates in relation to re-development of the Project shall be paid/re-imbursement by the Developer. For the said purpose, the Developers have agreed to pay to the Society a fixed sum of Rs. 5,00,000/- (Rupees five lakhs only), which shall be payable simultaneously on the Developers obtaining Occupation Certificate of the new building

32. **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 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.

33. **TAX LIABILITIES:**

It is clearly agreed and understood between the parties hereto that save and except the applicable GST on the 25% additional carpet area (as calculated under the provisions of MOFA) alongwith the area of existing flat to be allotted by the Developers to the respective members of Society free of costs and on ownership basis as defined in Column 6 of Annexure – "F" (to be borne and paid by the Developer), the parties hereto agree to bear and pay their respective Income Tax, GST and other tax liabilities arising from this Agreement under the prevailing laws as amended from time to time, in a timely manner and shall indemnify each other in respect thereof.

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34. **GENERAL PROVISIONS:**

a. **Confidentiality:**

The Parties mutually agree to keep all technical and commercial information relating to the redevelopment project, including all permissions, stipulations, terms with various agencies etc. strictly confidential and to refrain from using any such confidential information except as strictly required to perform this Agreement. In the event that a Party deems itself legally obliged to provide confidential information to any third party, including courts of law or government entities, such Party shall notify the respective other Party without delay.

b. **Amendment:**

An Amendment to this Agreement shall be valid only if the same is reduced to writing and the same is signed and/ or expressly endorsed/ accepted by both the Parties, constituting a legally binding agreement.

c. **Complete Agreement:**

This Agreement alongwith its annexures constitute the complete agreement and sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

d. **No Assignment:**

This Agreement may not be assigned by either Party to the third party without the prior written consent of the other Party.

e. **No Partnership:**

The provisions herein do not constitute any contract of agency or Partnership and/or joint venture between the parties hereto. The appointment of Developers is strictly as a "developer" only by the Society for the development of the said Property and does not in manner create any right, title or interest in favour of the Developers in the said Property nor does it make them Co-owners in the said Property. Each of the parties shall remain liable to pay and discharge their respective tax liabilities arising on their share of profits/ remuneration/ income from the Project.

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35. **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: 201, Sai Plaza, Jawahar Road, Opp. Ghatkopar Railway Station, Ghatkopar (E), Mumbai- 400 077. Email: shreesai@hotmail.com

In the case of the Society:

The Managing Committee Members, **KAILAS KIRAN NO. 2 CO-OP HOUSING SOCIETY LTD,** having its Registered Office at Plot No. 20, Tilak Road, Opp. Sindhu Wadi, Ghatkopar (E), Mumbai 400077. Email: kailaskiran2@gmail.com and CC: To the Chairman: jatin_0811@hotmail.com

36. 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 and email at the respective addresses/email id 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.

37. The Society's Permanent Account Number is **AACAK3673J**, and the Developers Permanent Account Number is **ABRFS0440G**.

SCHEDULE OF THE SAID PROPERTY ABOVE REFERRED:

All that piece or parcel of land or ground admeasuring as per Property Card 1405.50 sq. mtrs. or thereabouts, bearing Final Plot No. 20 of Town Planning Scheme III of Ghatkopar, bearing CTS No.5958 of Village- Ghatkopar Kirol, Taluka, Kurla, alongwith a building known as 'Kailas Kiran No. 2' standing thereon comprising of ground plus 4 upper floors having 26 residential flats and 5 garages situate, lying and being at Tilak Road, Opp. Sindhu Wadi, 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 TPS Road
On Or towards East : By Plot No 21
On or towards South : By Plot No 17
On or towards West : By Plot No 19

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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")
KAILAS KIRAN NO. 2 CO-OP. HOUSING)
SOCIETY LTD.)
was hereunto affixed pursuant to the Resolution)
dated 20/03/2022 of General Body of Society)

(1) Mr. Vipul J. Goda (Hon. Secretary),)



(2) Mr. Jatin P. Dave (Hon. Chairman),)



(3) Mr. Rajesh J. Mehta (Hon. Treasurer))



Being the office bearers/ Managing Committee)
Members who have in token thereof signed hereto)

in the presence of .....)
1) Param Paradia Param
2) Kir n. Para Jain

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SIGNED, SEALED AND DELIVERED)

BY THE WITHIN NAMED "MEMBERS")

Flat No.	Name of The Member/s	Sign & Thumb	Photo
1	BHARATBHAI DANABHAI PATEL		
2	MADHUBEN KARSAN PATEL		
	VINAY KARSAN PATEL		
3	MADHUKANTA DINESH SHAH		
	DINESH RATILAL SHAH		

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	LINA RAJIV SHAH Lina shah		
	JAYESH DINESH MODI Jayesh D. Modi		
4	HEMEN DINESH MODI Hemen D. Modi		
5	CHANDRIKA H SHAH Chandrika H. Shah		
	DEEPAK MANSUKHLAL SHAH D. M. Shah.		
6	AMI P. SHAH A. P. Shah		
7	AMRUTLAL PRABHUDAS BHIMJIANI [illegible]		

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	Mrs. Tejal Ketan Shah *(through her Constituted Attorney Mr. Vidhan Rajesh Mehta)*		
9	INDIRA KANTILAL DOSHI Indira K. Doshi		
	RAJESH JAYANTILAL MEHTA		
10	RITA RAJESH MEHTA *(through her Constituted Attorney, Mr. Rajesh Jayantilal Mehta)*		
	MR RAJESH BABULAL RATHOD Rajesh Rathod		
11	HEENA R.RATHOD H. R. Rathod		

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12	MRS.HASUMATI SEVANTILAL SHAH Hasumati S. Shah		
13	MRS SEEMA TARAK SHAH Shaheema		
	TARAK GULABCHAND SHAH		
14	NARANBHAI DANABHAI PATEL.		
	SANTA NARANBHAI P		
15	MR. PRAVINCHANDRA PAR Naresh		
	Mrs. RITA NARESH PAREKH Rita.N. Parekh		

THE SEAL OF THE SUB REGISTRAR H.A.S. MUMBAI SUBURBAN DIST. (BANDRA)

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	MR. JAYESH RAMANLAL SHAH		
16	MRS. NITA JAYESH SHAH		
	MR RAJU R.SAMANI		
17	CHHAYA R. SAMANI		
	MR JATIN PRAFULLCHANDRA DAVE		
18	SONAL J.DAVE		

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19	DIPEN PRABHUDAS RAMJIYANI		
	MANISHA DIPEN RAMJIYANI		
20	MRS.SHILPA PARESH THAKUR		
21	MR DHARMENDRA NARANBHAI PATEL		
22	Mrs Illaben Vinod Shah *(through her Constituted Attorney, Mr. Ketan Nagindas Shah)*		
23	NATHIBEN BHOJRAJ PATEL		
	HARISH BHOJRAJ PATEL		

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24	VIJAY NARANBHAI PATEL Vijay Naranbhai Patel		
25	GAURANG PRAKASH SHAH		
	VIPUL JAYSUKHLAL GODA		
26	MANISHA VIPUL GODA		
	JAYSUKHLAL KESHVLAL GODA		

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SIGNED, SEALED AND DELIVERED)

BY THE WITHIN NAMED "DEVELOPERS")

M/S. SHREE SAI REALTORS by its Partners)

Mr. Sreedharan Muthathyan and)





Mr. Leebin Sreedharan Muthathyan)





in the presence of .....)

1) Param Poladia Param.

2) ROHAN GAIKWAD

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

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महाराष्ट्र शासन
जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

मालमत्ता पत्रक

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गाव/पेठ : घाटकोपर-किरोळ १P०३ | तालुका/न.भू.का. : नगर भूमापन अधिकारी, घाटकोपर | जिल्हा : मुंबई उपनगर

नगर भूमापन क्रमांक	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ मी.	धारणाधिकार	आकारणीला दिलेल्या आकारणीचा किंवा सामाईक तपशील आणि त्याच्या क्षेत्राचा पोटविभागणीची दिनांक वेळ
अंतिम भूखंड नं. १=२८१५ ३ २०			१९८५.५०	-	-

सुविधाधिकार

हक्काचा नुक्ता धारक : H
वर्ष:१९८८ [ग्रोदेमुटी कन्स्ट्रक्शन्स ऑफ इक्वानमु प्रॉपर्टिज यांत हाजी सुलेमान अब्दुल]

पट्टेदार

इतर हक्क -

इतर शेरे -

दिनांक	जबाबदार	खंड क्रमांक	नवीन धारकाचा/या पट्टेदाराचा किंवा भार	साक्षांकन
२६/०८/२०१८	नगर भूमापन, घाटकोपर-किरोळ यांचेकडील न.भू.क्र.५७८ यातून २४.१ चौ मी रस्तारुंदीकामी कपातून झालेले एकूण ७१२ ५४३.०० चौ.मी क्षेत्र कमी होऊन नोंद केली.			साक्षी- २/०४/१९८५ न. भू. अ. घाटकोपर
१४/१२/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील पत्रिपत्रक क्र.ना.भू.१/वि.१/अक्षरी चॉल/२०१५ दिनांक ३१/३/२०१५ व इकडील पत्र क्र.न.भू.घाटं-किरोळ /फे.फा क्र.१२१७/२०१५, दिनांक १८/१२/२०१५ अन्वये केलेल्या शिफारशीवरुन मुंबई उपनगर जिल्हाधिकारी यांची संयुक्त अंतिम मोजणी एक हजार चारशे पाच पूर्णांक पाच दशांश चौ मी दाखल केले.			फेरफार क्र.१२३५ प्रमाणे साक्षी- न.भू.अ. घाटकोपर

हे विवरण पत्रिका दिनांक २/३/२०२१ १२:००:०० AM रोजी ऑनलाईन स्वाक्षरीत केली असल्यामुळे तलाठी कोतवालची सही शिक्क्याची आवश्यकता नाही.
निर्गमित पत्रिका डाऊनलोड दिनांक ५/५/२०२१ १:२५:४५ PM
पंक्षा पडताळणी साठी https://digitalsatbara.mahabhumi.gov.in/DSLR/Login/VoltiPropertyCard या संकेत स्थळावर ऑनलाईन २२०७१०००१६८२१३१ हा क्रमांक नोंदवावा.

Annexure - B

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KAILAS KIRAN NO.2 CO-OPERATIVE HOUSING SOCIETY LTD

(REGN NO. BOM/HSG/3968 of 1973)

Plot No. 20, Tilak Road, Ghatkopar-East, Mumbai – 400 077.

The minutes of the MERGER Redevelopment Meeting of **KAILAS KIRAN NO. 2 Co-operative Housing Society Ltd.**, held on TUESDAY , at society office .

SHRI. ~~SRIDHAR SHEETY~~ (Mr. Sreedharan Muthathyan) OF SHREE SAI REALTORS was invited & the following matters were discussed

1] :That the 25 % extra MOFFA carpet area including fungible will be given on 18279 sq.ft carpet area . ~~MR.SHETTY~~ (Mr. Sreedharan Muthathyan) CONFIRMED ON IT.

2] That the rent will be increased from Rs.65/- per sq.ft to Rs.75/- PER sq.ft . ~~MR.SHETTY~~ (Mr. Sreedharan Muthathyan) CONFIRMED ON IT

3] It was also discussed about the additional area. the members are entitled to buy will be Rs.30,000/- +G.S.T as applicable , the members requested ~~MR.SHETTY~~ (Mr. Sreedharan Muthathyan) to reduce the rates , but ~~MR.SHETTY~~ (Mr. Sreedharan Muthathyan) apologically expressed that he cannot reduced .Also the members will be entitled to buy maximum 15% of their carpet area.

4] The corpus fund was confirmed @ Rs. 700/- per sq.ft

5] The 2 terrace owners requested ~~MR.SHETTY~~ (Mr. Sreedharan Muthathyan) to check the area of the terrace as there was some difference between the actual & figure mentioned in the offer . ~~MR.SHETTY~~ (Mr. Sreedharan Muthathyan) said he will look in the matter. The 2 terrace owners will get 20% extra in their flat.

6] There was also the discussion about the extra area the garage owners will be getting @ 20% to increase the same but ~~MR.SHETTY~~ (Mr. Sreedharan Muthathyan) apologically Expressed that he cannot increased so was unanimously accepted at 20%

7] That the matter of lift owners will be revewed by ~~MR. SHETTY.~~ (Mr. Sreedharan Muthathyan)

8]The members requested ~~MR.SHETTY~~ (Mr. Sreedharan Muthathyan). to use BRICKS on the external wall , MR.SHETTY confirmed to it.

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KAILAS KIRAN NO.2 CO-OPERATIVE HOUSING SOCIETY LTD

(REGN NO. BOM/HSG/3968 of 1973)

Plot No. 20, Tilak Road, Ghatkopar-East, Mumbai - 400 077.

9] The rent will be given to all the members upto receiving OC by the building.

10] That the car parking per flat will be mentioned in the agreement & the members who require extra parking will have to discussed with ~~MR.SHETTY~~ (Mr.Sreedhar and Prabhakar) after the completion of the project.

11] Any change in the government rules any benefits from that will be passed to society.

12] All the common places & the open area including the terrace will belong to the society.

13] The floor height will be minimum 9 1/2 ft.

& FINALLY GOOD NEWS :

IT WAS UNANIMOUSLY DECIDED IN THE MEETING BY ALL THE SOCIETY MEMBERS TO PROCEED FURTHER FOR MERGER REDEVELOPMENT OF OUR SOCIETY WITH MR.SRIDHAR SHETTY OF SHREE SAI REALTORS.

FOR KAILAS KIRAN NO.2 CHS LTD

CHAIRMAN **HON.SECRETARY**

Annexure - C

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Kailash Kiran No.2 Co.-op. Hsg. Society Ltd.

Regd No.BOM/HSG/3968 OF 1973

20, Tilak Road, Ghatkopar (East), Mumbai - 400 077.

Date _____

"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: Dharmesh Patel (Flat no. 21)
Seconded by: Dipen Ramjiyani (Flat no. 19)
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:

"RESLOVED THAT the Secretary Mr. Vipul Goda, Mr. Jatin Dave, the Chairman , Mr. Rajesh Mehta, 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 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: Seema Shah (Flat no. 13)

Seconded by: Naresh Parekh (Flat no. 15)

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.

Mr. Vipul Goda
(Secretary)

~~Shri. B.K Mokale~~
~~(Authorised Officer of N Ward Deputy Registrar Co-op Societies)~~

Mr. Jatin Dave
(Chairman)

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Annexure-C

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Kailash Kiran No.2 Co.-op. Hsg. Society Ltd.

Regd No.BOM/HSG/3968 OF 1973

20, Tilak Road, Ghatkopar (East), Mumbai - 400 077.

Date _____

Proceedings and Minutes of the Special General Body Meeting of the **KAILASH KIRAN CO-OP. HOUSING SOCIETY LTD.**, registered under registration no. BOM/HSG/3968 of 1973 having address at Plot no. 20, Tilak Road, Ghatkopar East, Mumbai-400 077 of Village Ghatkopar-Kirol, Taluka Kurla, held on 20/03/2022 at 12:30 P.M. Proceeding of the said meeting were video recorded and the said meeting was attended by Shri. B.K.Mokale, Authorised Officer from the office of the Deputy Registrar Co-Operative Societies, N ward Office.

22 out of 26 Members were present.

Mr. Vipul Goda, the Secretary of the society welcomed the member present.

Mr. Jatin Dave, 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 is all Two tender/ quotation were received of i.e 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:

KAILAS KIRAN NO. 2. CO-OP. HSG. SOCIETY LTD.

Treasurer Chairman Secretary

ANNEXURE - D

Kailash Kiran No.2 Co.-op. Hsg. Society Ltd.

Regd No.BOM/HSG/3968 OF 1973

20, Tilak Road, Ghatkopar (East), Mumbai - 400 077.

Date

TO,
M/S. SHREE SAI REALTORS
SAI PLAZA.
GHATKOPAR EAST
MUMBAI 400077

Dear sir,

We are pleased to inform you that in our special general board meeting held on SUNDAY , 6TH MARCH,2022 , We have Unanimously selected you for the REDEVELOMENT of our building .

FOR KAILAS KIRAN 2 CHS LTD

CHAIRMAN

HON.SECRETARY

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THE SUB REGISTRAR
MUMBAI SUBURBAN DIST. (BANDRA)

मुद्रांक जिल
कुर्ला





ANNEXURE - E

KAILAS KIRAN NO.2 CO-OPERATIVE HOUSING SOCIETY LIMITED

1	2	3	4	5	6	7	8	9	10	11
SR. NO	Name of The Member/s	FLAT NO.	Share Certificate No.	EXISTING FLAT CARPET AREA (Sq.ft.)	PAA Carpet Area (free of cost) 25 % Extra Area Sq.ft.	Compensation for Garage Area	Compensation for Terrace Area	PAA Total carpet area of the New Flat (5 + 6 + 7 + 8)	Compensation 25% thereon @ Rs.5100/- per Sq.ft. (PAA)	Brokerage charges (Rs. 75 per Sq.ft.)
1	BHARATBHAI DANABHAI PATEL	1	1	588.00	147	-	-	[illegible]	4,11,600	44,100
2	MADHUBEN KARSAN PATEL VINAY KARSAN PATEL	2	2	767.00	191.75	-	-	958.75	[illegible]	[illegible]
3	MADHUKANTA DINESH SHAH DINESH CHANDULAL SHAH LINA RAJIV SHAH	3	3	554.00	148.5	-	-	742.69	4,15,800	44,550
4	JAYESH DINESH MODI HEMEN DINESH MODI	4	4	548.00	136.25	-	-	684.25	3,81,500	40,875
5	CHANDRIKA B SHAH	5	5	760.00	190	-	-	950.00	5,32,000	57,000
6	DEEPAK MANSUKHLAL SHAH PRAKASH M SHAH	6	6	535.00	133.75	-	-	668.75	3,74,500	40,125
7	AMRUTLAL PRABHUDAS BHIMJIANI	7	7	546.00	136.5	-	-	682.50	3,82,200	40,950
8	HITAL KIRTAN SHAH	8	8	760.00	190	34.8	-	984.80	5,32,000	57,000
9	INDIRA KANTILAL DOSHI	9	9	535.00	133.75	-	-	668.75	3,74,500	40,125
10	RAJESH JAYANTILAL MEHTA RITA RAJESH MEHTA	10	10	1521.00	380.25	37.6	37	1975.85	10,64,700	1,14,075
11	MR RAJESH BABULAL RATHOD HEENA R RATHOD	11	11	536.00	134	-	-	[illegible]	[illegible]	40,200
12	MRS VASUMATI SOVANTILAL SHAH	12	12	585.00	146.25	-	-	[illegible]	[illegible]	43,875
13	MRS SEEMA TARAK SHAH AND TARAK GULABCHAND SHAH	13	13	772.00	193	-	-	[illegible]	[illegible]	57,900
14	NARANBHAI DANABHAI PATEL/SAVITA NARANBHAI PATEL	14	14	584.00	146	-	-	[illegible]	[illegible]	43,800
15	MR. NARESH PRAVINCHANDRA PAREKH & Mrs. RITA NARESH PAREKH	15	15	535.00	133.75	-	-	[illegible]	[illegible]	40,125
16	MR. JAYESH RAMANLAL SHAH & MRS. NITA JAYESH SHAH	16	16	760.00	190	-	-	[illegible]	[illegible]	57,000
17	MR. BABU RAMANJI CHHAYA [illegible]	17	17	540.00	135	-	-	675.00	[illegible]	40,500
18	MR. [illegible] PRAFULLCHANDRA DAVE & SONALI DAVE	18	19	537.00	134.25	-	-	671.25	[illegible]	40,275
19	DIPEN PRABHUDAS RAMAIYA AND MANISHA DIPEN RAMAIYANI	19	19	763.00	191.75	-	-	954.75	5,36,900	57,525
20	MRS SHILPA PARESH THAKUR	20	20	542.00	135.5	-	-	677.50	3,79,400	40,650
21	MR. HARSHAKUMAR INDRA NARANBHAI PATEL	21	21	535.00	133.75	-	-	668.75	3,74,500	40,125
22	MRS. ILABEN VINOD SHAH	22	22	880.00	220	-	27	1127.00	6,16,000	66,000
23	NATHUBEN BHORAJI PATEL HARISH BHORAJI PATEL	23	23	1305.00	326.25	27.8	-	1659.05	9,13,500	97,875
24	VIJAY NARANBHAI PATEL	24	24	535.00	133.75	35.2	-	703.95	3,74,500	40,125
25	GAURANG PRAKASH SHAH	25	25	1100.00	275	-	-	1459.00	7,70,000	82,500
26	VIPUL JAYSUKHLAL GODAMAN SHA VIPUL GA[illegible] JAYSUKHLAL KESHAVLAL GO[illegible]	26	26	550.00	137.5	-	-	687.50	3,85,000	41,250
TOTAL				18294.00	4574	135	64	23067	1,28,05,800	13,72,050

[illegible] 9825[illegible]3 [illegible]

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ANNEXURE F & G
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.
- 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. of 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.
- 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.

- Arrangement of mounting of Split AC in all rooms including provision of power Supply, conduit arrangement etc.
- Adequate Lighting to whole complete including suits, 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, Kitchen 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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- Frostic 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 filters, 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.

- 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.

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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.

6. Paints:-

- Plastic emulsion for all internal surfaces.
- Acrylic emulsion weather coat paint to all external surfaces.

7. Doors and Windows:-

- Decorative Fire rated Main Entrance door with necessary Hardware Fixtures of reputed Brand as per CFO NOC's will be Provided.
- bathroom Door will be water resistant with necessary Hardware Fixtures of reputed Brand will be provided
- The entire Door will be marine Grade Both Side Laminated Flush Door with necessary Specification.
- Main Door frames shall be of Teak Wood with Cover Moulding and Necessary Bidding.
- All other door frames shall be of Granite or Engineered Marbles or stone with double Patti including Moulding.
- Anodized / Powder Coated Aluminium Sliding window with Single Mosquito Nets of 1 ¼" or 1 ½" series with frosted / tinted toughened Glass with All hardware fitting and fixtures of approved make.
- Granite or Engineered Marbles window frame / ventilators with Moulding.
- MS Grill for safety Purpose as per architect's approval and design.