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avail the benefit of construction of commercial unit/shop as may be permitted which shall exclusively and absolutely belong to and be the property of the developers alone. Neither the Society nor the Members shall have any right to claim anything from the Developers. The Developers are accordingly entitled to propose and get sanction of construction of non-residential unit/commercial premises/shops and exclusively deal with the same to their intending purchasers.

e. It is expressly agreed and understood between the parties hereto that in the event the Developers for any reason whatsoever do not avail the benefit of any increase in the Development potential resulting from a change in the prevalent laws / policy or regulations, then the same shall not adversely affect the area, dimensions, etc. of the Members' New Flats and/or the Amenities agreed to be provided to the Society and/or its Members under these presents.

15. **REPOSSESSION:**

Once the Developers have got the Members New Premises ready as per this Agreement, issuance of Occupation Certificate for the residential portion of the society's new building and conditions of this present Agreement are complied with along with the satisfactory performance and dischatge of duties of the developer as per the norms, rules and regulations of the concerned Govt. bodies and authorities and has obtained necessary NOC(s)/ Certificates from the Concerned Appropriate Approving Authorities and obtained electric connection from the Concerned Electricity Authority in respect of Residential New Premises of the Members and installed and made operational the elevators, the Developers shall give the Society and the Members a 15 (fifteen) days written notice under acknowledgement at the address to the Society offering possession of the Newly constructed flats to the Existing Members. It is agreed that only after issuance of Occupation Certificate for the New Buildings and offering possession of the newly constructed flats to the Existing Members, the Developers shall be free to offer possession to their

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prospective purchasers of the premises from the Developers Free Sale Area of their Flats and Car Parking Spaces.

b. The subject as aforesaid the Developer shall at their own costs and expenses obtain all other necessary NOCs, permissions, sanctions and extensions, etc. from MHADA and all other concerned authorities for the development of the said property. Further the developer shall be required to apply and obtain the permission of the Registrar of the co-operative societies or other concerned or competent authorities. The developer undertake to make payments if any, required to be made to the Collector or the Govt. of Maharashtra as and by way of share or percentage of Unearned Income arising out of the construction of additional flats on the said property. It is made clear that, in the event of the demand as such under this head is made after the additional flats are handed over to the purchasers of the flats comprised in Developers premises and possession of the new building is handed over to the society as per these presents, then the liability to pay the said dues shall be that of the purchasers of flats comprised in the Developer's premises alone and the society and/or it's members shall not be liable for the same. The Developer undertake to incorporate a clause to this effect in the agreements to be executed by the Developer with the purchasers of flats comprised in Developer's premises and also undertake to submit a draft copy of the said agreement to the society for vetting.

c. The developer shall pay all the taxes, cess dues, duties and outgoings relating to the redevelopment work being done by the Developer on the said property. It is expressly understood and agreed that as of signing and execution of this present Development Agreement the developer shall bear Tax liability towards GST, Income Tax etc. which shall be worked out in advance and presently stated to be NIL, and the members shall not be liable to pay the same, save and except, individual taxation liability such as Income Tax. Also if any GST is to be paid on member's free additional area to be provided by Developer then the same shall be paid

by the Developer also GST liability on existing Area shall be bear by existing members alone. In case where the existing member purchase additional area over and above the free area to be

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provided by the Developer by way of purchase and consideration then the GST and/or any such tax liability shall be paid by such existing member in accordance with the rates, rules and regulations at the time of such purchase.

d. The developer expressly agrees and undertakes to furnish, provide, sign and execute necessary documents, deeds, NOCs, and other documents and cause the purchasers of the Developers premises if such need arises necessary and required for the process of the Increase in Share Capital of the society and further cooperate for the execution of Reconveyance/ Deemed Conveyance Deed within 24 months from the obtaining of Occupancy Certificate if the need arises in future.

16. **RENT/COMPENSATION OR ANCILLARY BENEFITS FOR TEMPORARY TRANSIT ALTERNATE ACCOMMODATION FOR RESIDENTIAL FLATS/UNIT(S):**

a. The Society and its members agrees and records that each of the Existing Members of the Society shall themselves arrange alternate accommodation outside the said Property, and the Developers shall not be responsible in any way to arrange the same.

b. The Developers shall pay compensation fixed at Rs. 30,000/- per month to the existing Members by 12 (twelve) PDCs payable per month to the Existing Members for the first period of first 12 (Twelve) months to be paid on all the Members vacating their respective premises and possession of the existing building is handed over to the Developers for demolition. The aforesaid 12 (twelve) PDCs will be handed over on all the Existing Members vacating their existing premises. Thereafter Rs. 31,000/- by another 12 (twelve) PDCs by drawing 12 (twelve) post-dated cheques for another 12 (twelve) months {to be issued after the expiry of the 11th (eleventh) month of the issuance of the first 12 (twelve) months}and thereafter Rs.32,000/- by drawing monthly post-dated cheques of 6 (six) months and 6 (six) months each for 12 (twelve) months {to be issued at end of 22 (twenty two) months}, subject to and in the manner as mentioned hereunder.

c. The rent/compensation are payable for entire period of construction, i.e. from the date of all the Existing Members vacating their Existing premises till the Existing Members are intimated to re-

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shift to their new premises giving vacant and peaceful possession in the proposed new building as contemplated above. It is clarified that in the event the Developers are unable to complete construction of the New Buildings and offer possession of the newly constructed premises to the Existing Members within the Completion Period of 36 months or before the expiry of the Extended Period of 6 months thereafter as contemplated in these presents, the Developers agree and undertake to continue to pay monthly compensation to each of the Existing Members beyond the Extended Period till the Existing Members are intimated to re-shift to their new premises giving vacant and peaceful possession in the proposed new building as contemplated above. Such compensation shall be fixed at **Rs. 36,000/- (Rupees Thirty Six Thousand)** per month for the first period of 12 months after the expiry of the Extended Period, and thereafter with an annual increase of 10% per annum on the said amount of Rs.36,000/- per month for every such default period. It is clarified that the Developer shall cease to be liable to pay such compensation for the default period immediately on intimating the Existing Members to re-shift to their new premises.

In the event of any lock down and/or stoppage of development/construction by the concerned authority of Government or MCGM/MHADA the Developers shall continue to be required to pay amounts as mentioned herein above by way of rent, compensation or otherwise.

e. The Developers shall pay (to be paid alongwith payment of compensation of the first 12 (twelve) months) to each of the Existing Members of the Society a sum of Rs.1,00,000/- (Rupees One Lakh Only) towards one time brokerage for the entire period for enabling them to arrange for temporary transit alternate accommodation as well as two time (to and fro) shifting charges for enabling them to transport/shifting their furniture, fixture, personal belongings etc. from the flat at present in their respective use and occupation to the temporary transit alternate accommodation so identified/ located by each of the members and also for bringing back the furniture, fixtures etc. of the members to the new flat.

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f. The aforesaid payment shall be subject to statutory deduction and each member, simultaneously against receipt of payment from the Developers.

g. It is consentaneously agreed by and between the parties that, if any of the cheque for fulfilling the consideration mentioned in the agreement is/ are bounced, returned unpaid and/or dishonoured then the society shall intimate the developers in writing giving the developer opportunity to rectify the default within seven days of receipt of such written intimation. If the developers fail to rectify such default within seven days of receipt of such Notice/written intimation, then the developers shall be liable to pay penalty on the amounts from the date of default at the rate of 18% per annum to the society and/or the members as applicable till the payments are fully paid to the society and/or members as applicable as per the terms of this agreement

17. **CORPUS FUND:**

a. Subject to the Developers being made available the full development potential including of V. P. Quota, Tit-Bit area, Premium FSI, road width FSI as contemplated above and not otherwise,the Developers in addition to increased area of the New Flats, agree to pay to the Individual Member, an aggregate sum of Rs.8,00,000/- (Rupees Eight Lakh Only) as and by way of Corpus Fund to be paid in the following manner;

i. Rs.2,00,000/- (Rupees Two Lakhs Only) at the time of the registration & execution of Development Agreement.

ii. Rs.2,00,000/- (Rupees Two Lakhs Only) at the time of vacation of building by individual members;

iii. Rs.4,00,000/- (Rupees Four Lakhs Only) at the time intimation of repossession of the New Flats in the new building given by Developer to all members.

b. The Developers agree to pay the agreed Corpus Fund to the Society/Members subject to adjustment of the claims of the Developers including but not limited to the payment of deposits.

c. It is consentaneously agreed by and between the parties that, if any of the cheque for fulfilling the consideration mentioned in the agreement is/ are bounced, returned unpaid and/or

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dishonoured then the society shall intimate the developers in writing giving the developer opportunity to rectify the default within seven days of receipt of such written intimation. If the developers fail to rectify such default within seven days of receipt of such Notice/written intimation, then the developers shall be liable to pay penalty on the amounts from the date of default at the rate of 18% per annum to the society and/or the members as applicable till the payments are fully paid to the society and/or members as applicable as per the terms of this agreement.

18 **CAR-PARKING SPACES:**

a. It is mutually agreed between the parties hereto that the Developers will provide 48 (forty eight) car parking of the type being open and/or stack parking and/or combination of both types in the basement parking spaces in the stack car parking to the Society for its Members free of cost, being the Members' Car Parking Spaces and the Society in its discretion may allot to such of the members as it may decide. The Developers are not required to provide any extra/additional car parking space to individual Member. Marking of such car parks to the Society shall be decided by mutual Agreement.

The balance remaining Car Parking Spaces will be available to the Developers for allotment to the prospective purchasers of Developers Free Sale Area/ Premises.

19. **THE NEW BUILDING:**

a. On obtaining sanction of plan and obtaining I.O.D/I.O.A., the Developers shall earmark new flats in the proposed New Building in consultation with the Society to be provided to the Members such new premises which shall be from downwards to upwards i.e. existing flats on Ground Floor will be provided new flats on 1st habitable Floor of the new Building. The Members shall not raise any objection to the list of such flats given by the Developers for inter se allocation to be done by the Society for its Members. The inter-se allocation shall be done by the Society within a period of 15 to 30 days on identification of such Flats from the Developers. All Balance Free Sale Premises/units etc., shall be allotted by the Developers to their New Incoming Members.

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b. The Members New Premises will be complete with amenities, facilities and list of specifications as per **Annexure "X"** annexed hereto.

c. The New Building/s shall have proper firefighting system, wind load and seismic load design, in accordance with the MCGM /MHADA regulations, to be provided by the Developers free of costs.

d. The Developers shall construct and handover to the Society, a Society Office/Fitness Center as per MCGM/MHADA norms, only if it is available as Free of FSI to the Developers. The Common Area and Facilities such as compound, open space (excluding the Open Car Parking Spaces), lobby, terraces (free of FSI), passages, refuge area shall be common.

e. It is clarified that the Developers shall be entitled to put up hoardings (for branding of the Project) for a period of 10 years from handing over the New Flat Premises to Members and electricity transformers, if required for the purpose of construction at their own cost and consequences.

The name of the said New Building shall be decided at the sole discretion of the Developers. However, the Society name shall always remain as "SHEETAL".

g. The Developers shall construct New Building capable of taking additional load in the event the additional Development Potential of the said plot increases before O.C. and the Developers opt to exploit the same on the New Building in accordance with this Agreement.

h. On Developers obtaining Occupation Certificate /part Occupation Certificate or giving possession to existing Members whichever is earlier, the carpet area of the flats to be occupied by the Members shall be physically measured and certified by the Developers' Architect However, if the deficiency exceeds 2% then the Developers shall be liable to pay compensation to such existing members for such difference in area at the then of Rs.18,000/- per sq. ft. on RERA Carpet Area and if the area is found more than the concerned member/s shall compensate the Developers at the same rate and shall pay before taking possession of the New Premises.

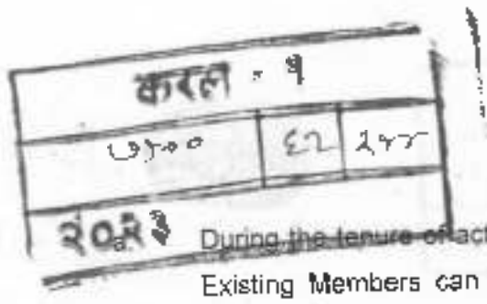
20. **CONDITIONS FOR SALE OF EXISTING PREMISES:**

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a. During the tenure of actual re-development process any Existing Members can sale/gift, transfer or create any third party right, title interest in respect of his/her premises to any person only with the prior approval of the Developers and Society. Prior Intimation in this regard will be given to Developers by the Society under acknowledgement. The Society hereby undertakes not to transfer such flat in its records unless the new transferee executes necessary documents in the agreed format in favour of the Developers and furnishes original thereof to the Developers. The Developers shall not be liable to make any payment to such member until necessary document a Deed of Indemnity and Undertaking/Deed of Adherence is furnished by such person to the Developers.

b. It shall be the duty of the Society to see that all the new member/s to be admitted at the request of the Developers due to sale of premises from the Developers Free Sale area.

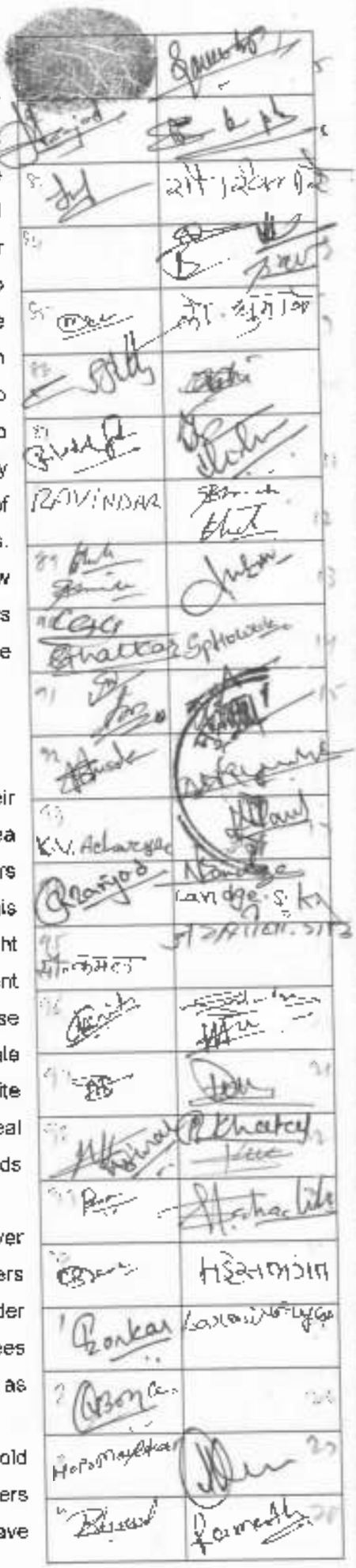
21. **DEVELOPER'S FREE-SALE PREMISES**:

a. In consideration of the Developers constructing at their costs, expense and charges, the Society's area including the Members New Premises for the Members and agreeing to the other terms recorded in this Agreement, the Developers are given irrevocable right and authority to fully utilize all the FSI/ Development Potential available on the Plot as set out under these presents and to construct the Developers Free Sale Premises which the Developers, after obtaining requisite permissions/sanctions and are entitled to deal with/dispose of the same and appropriate the proceeds unto themselves.

b. The Existing Members shall have no rights or claims over the Developers Free Sale Premises and the Developers alone are entitled to sell deal with or allot the same under the provisions of RERA/MahaRERA. The Society agrees and undertakes to admit such prospective purchasers as Members of the Society as agreed.

c. If the Developers could not sell all their unsold flats/premises/units and car parking then the Developers shall be entitled to give such unsold premises on leave and license basis till





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they are actually allotted and possession is handed over to the prospective purchasere for a period of maximum 24 (Twenty Four) months from the date of obtaining the Occupancy Certificate. The Developers agree and undertake that for unsold flats, the Developers will be enrolled as member of the Society after the expiry of the said 24(Twenty Four) months from the date of obtaining the Occupancy Certificate and the Developers shall pay the taxes if so levied, for the unsold flats to the Society.

d. The Developers will be responsible to the prospective purchaser/s of the Developers Free Sale Premises in the said New Building or for any disputes of any nature whatsoever or for breaches of the Agreements with the prospective purchaser/s save and except with respect to admitting such prospective purchasers as Members of the Society the Society/Members shall not be responsible for the same, however, the Society agrees to admit such prospective purchasers as Members of the Society in accordance with this Agreement more particularly the payment of the share money and membership fees only, as mentioned above. All the consideration received from such prospective purchasers towards sale of the Developers Free Sale Premises shall belong to the Developers and will be received by them on their own account.

e. The developer shall make provision and enter a clause in the Agreement for Sale or any other such document to be executed by and between the developer and the prospective new member/ purchaser of the developer sale premise, that the prospective new member/ purchaser, be it residential or commercial, shall compulsory be admitted as a member of the existing society and not form a separate society under any circumstance.

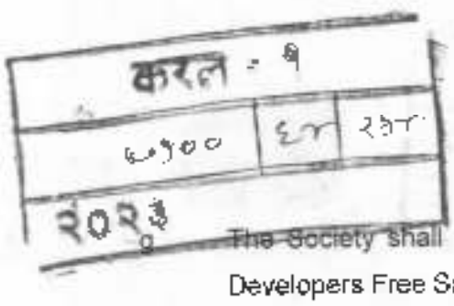
f. The developer is at liberty to issue letter/s and/ or NOC to the bank/ financial institute for the prospective new member/ purchaser of the Developer sale premises. however the Developer shall provide a copy of the same to the society during it's quarterly meeting for the records of the society and to be confirmed at the time of enrolment of the said prospective new member/ purchaser at the time of or after the possession.

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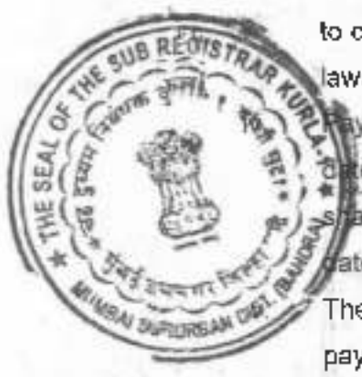


The Society shall admit the purchasers/allottees of the Developers Free Sale Premises as its Members and shall issue shares in his/her/their name/s of their receiving a written intimation from the Developers alongwith all other necessary documents as per bye-laws of the Society thereof, from such purchaser/allottees, along with all the necessaries documents and charges for membership and share money. and process more particularly described as following.

i. Submission of an Application for membership with the applicable membership fees and share money along with true copy of the Ownership Agreement duly executed and registered under relevant sections of the RERA Act etc. and/or any other applicable amendment as the case may be.

ii. Submission of Letter of Intimation by the Developer to enrol the purchaser of the Developer's premises as a member of the society.

iii. Furnishing of an undertaking to use the premises in question for purpose for which it is allotted and not to change the use thereof. and to abide by the bye laws, rules and regulations of the society.



Payment of maintenance charges due as on the date of such enrolment comprising of the respective share pertaining the said Developer premise till the date of such enrolment.

The developer shall ensure and undertake the payments of respective maintenance charges and/or other incidental charges up and until the said date of enrolment as member of the purchaser of the Developer's premises in respect of the same.

h. All necessary documents and papers are to be submitted to Society along with necessary membership fees payable to the Society for admission as a member of the Society. The Society irrevocably consents and agrees that with regard to the Developers Free Sale Premises, they shall admit only such person/s as new Member/s of the Society after receiving a written notice from the Developers alone.

i. The Developers /Prospective Purchasers of the flats in the Developers Free Sale Premises shall be free to borrow/avail of project loan/ housing loan respectively on principal to principal

For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

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basis" by mortgaging their right under the free sale component /Flat Agreement executed by the Developers respectively with them subject to terms of these presents. The repayment of the loans interest and other charges on such loan shall be the sole responsibility of the New Member/the Developers as the case may be availing such loan.

22. **THE SOCIETY/MEMBERS HEREBY REPRESENT DECLARE AND CONFIRM**

22.1 **AS REGARDS THE SOCIETY**

i. The Managing Committee is a validly elected committee and all Committee Members have complied with all provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules 1961, and the byelaws of the Society so as to validly continue as Committee Members.

ii. The Society and Members have complied with and shall always comply with all the provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules 1961, and the bye-laws of the Society and that the Society has not done/ will not do any act which is in contravention to the provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules 1961 and/or the bye-laws of the Society and/or which would put this Agreement in jeopardy.

iii. The Society shall ensure compliance by the Members of the obligations hereof and shall ensure that no Member or persons claiming through Members obstructs the work of Re-development. The Society shall ensure that the Members ex-tend their co-operation to the Developers and shall furnish copies of their title documents/ share certificates if required for the development purposes.

iv. The Society has regularly paid and discharged all its financial obligation including towards payment of lease rent payable to MHADA, electricity charges, water charges, property taxes, M.A. Taxes and other maintenance/security charges and there is no

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THE SUB REGISTRAR KURLA-1

For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

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outstanding dues against it, except for the dues on account of Service Tax claimed by MHADA through it's Notice dated 22nd January 2019. The Society shall continue to discharge all such financial obligations as above from time to time till the Developers are handed over vacant, peaceful, actual and physical possession of the plot and the existing building.

v. The Society has not executed any writing, document, deed, etc. nor committed or agreed to appoint any other Developers to undertake development of its property.

vi. It has not received nor served upon it any notice, demand, order or otherwise by MHADA or any other Authorities with regard to arrears of any payment/discharge of financial obligation on the part of the Society.

vii. The Society has complied with, observed and performed all the rules, regulations and bye-laws and the provisions of the Maharashtra Co-operative Societies Act and other Concerned Statutes.

viii. The Society has maintained its statutory records, accounts, etc. as required under all the applicable laws and has been filing all the statutory requirements/records/statements/balance sheet, etc. with the Concerned Authorities including Registrar of Societies.

ix. There is no litigation/proceedings pending by or against it and that no inter se dispute between the Members and /or by or against the Members/Society.

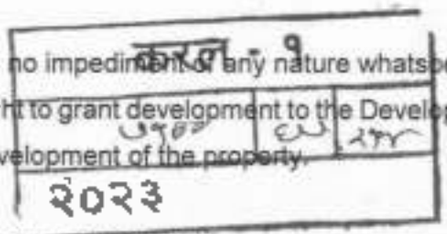
x. All the Members of the Society are of Indian Citizens and none of them or NRI and such Members are presently in use, occupation and possession of their respective premises in the existing building.

xi. The Society has not given its NOC to some of the Members to avail finance/loan against security of their respective premises in the existing building details of which are more particularly described in the hereto annexed and marked as **"ANNEXURE "V"**

for SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

xii. There is no impediment of any nature whatsoever on its right to grant development to the Developers for redevelopment of the property.



22.2 AS REGARDS THE MEMBERS:

i. The Members are the only members of the Society.

ii. Details of the Share Certificates in respect of the Shares held by the Members in the Society are annexed hereto and marked Annexure "IV" collectively.

iii. Details of Permanent Account Numbers of the Members are annexed hereto and marked as **Annexure "XVI";**

iv. The Society have informed the Developers of the members who are non-resident Indians (to enable tax to be deducted or exempted at source in respect of their payments to be made by the Developers as applicable in the IT rules).

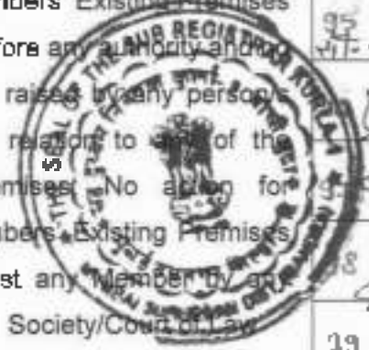
v. All the Members of Existing Premises are in the legal possession of the respective members and vacant possession thereof will be given to the Developers.

vi. There are no suits/proceedings filed/pending in respect of any of the Members' Existing Premises in any Court of Law or before any authority and no claim /dispute has been raised by any person before any authority in relation to any of the Members' Existing Premises. No action for vacating any of the Members' Existing Premises has been initiated against any Member by any authority/person /the said Society/Court of Law.

vii. In the event any third party puts any claim in respect of any of the Members' Existing Premises or obstructs the development work, the concerned Member and the Society shall be required to deal with and clear such claims/ obstruction at his own costs and expeditiously and shall be responsible for the consequences of the delay.

viii. The Members have paid all their outgoings, duties and dues of and relating to respective Members' Existing Premises;







For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

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ix. The rights of the Members in the Society remain unaffected/ unchanged during the continuance of the Project.

x. Some members of the society particularly the 'G A Builders signatory members' who allegedly caused to sign an undated writing called purported Development Agreement with M/s. G. A Builders Pvt .Ltd have have already represented their claims, replies, if any, through their appointed Advocate/s and all such details have been furnished by such RNA signatory members to the Society and the Developer and have made it evident unequivocally that any such instruments executed by them are to be treated as unenforceable and not binding on the Developers.

xi. Some of the members of the Society who allegedly caused to sign an undated writing called purported Development Agreement with M/s. Gharkul Build-con Infrastructure LLP (GBIL) have by their Advocates Letter 16th November 2021 addressed to the said GBIL recorded the facts and treated the said purported writing as un-enforceable. The Society was not the signatory to the said Purported Writing/Agreement.

xii. Till the completion of the Project, the Members shall not transfer (and the Society shall not permit transfer) their Shares or their rights to any of the Members' Existing Premises or the Members' New Flats or his/ her rights in the Society or rights under this Agreement, under any agreement, arrangement or understanding whatsoever unless and until the transferee(s) thereof first give(s) an undertaking in writing that he/she shall abide and comply with all the obligations of the transferor-member under this Agreement without any demur and until the Society, with prior intimation to the Developers, grants its written consent for such intended transfer. Any writings required by the Society and/or the Developers to secure the rights of the Society and/or the Developers and/or the other members shall be given by the Concerned Member or by the Transferee(s) without any demur. This Agreement shall be binding on the new purchaser(s).

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

For SUBHASH NAGAR SHREE HSG CO-OP HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

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transferee(s) to all intents and purposes and such purchaser(s)/ transferee(s) alone shall be entitled to the new flat of such outgoing member and the share of such member in the monetary consideration or the balance thereof or any other benefits as per this Agreement. In such event, the concerned member shall cease to have any rights to the new flat or to the proportionate share of the consideration or under this Agreement.

xiii. The Members shall file their nominations (if not filed so far) with the Society. In the event of the death of any member, the Developers are entitled to hand over the possession of the deceased member's new flat and pay the agreed consideration/ amounts that were due to the deceased member to such nominee as will be indicated by the Society and without being liable in any manner whatsoever to any other heirs of such deceased member. In the case of any dispute, the Developers are entitled to hand over the keys and the possession of such disputed flat to the Society and the Society shall be liable to resolve the dispute and hand over the possession of such flat without the Developers being responsible in its .

xiv. The Society shall ensure compliance by individual Members of the terms hereof and, in particular, the vacating and handing over of the Members' Existing Premises and the settlement of any third party claims pertaining to the Members' Existing Premises or the Members' New Flats.

xv. As agreed between the Parties, all decisions taken and documents executed by the Managing Committee shall be deemed to be for and on behalf of all Members and shall bind all Members of the Society (including persons claiming through Members).

23. **THE OBLIGATION OF THE DEVELOPER**

The Developers undertakes to perform following obligations at their own cost:

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(i) The Developers shall at foundation, and at plinth level get entire plot of the Society treated with Pest Control for rodents, termite, white ant etc.

(ii) Subject to availability of portable water, the Developers shall provide Bore-well Facility if so permitted and approved by the concerned authority for continuous water supply in the building with submersible pump having separate over head tank as may be permissible by the Corporation. The developer shall hand over the permissions and/or licenses relating the operation of the Borewell to the society at the time of handing over possession. The Developers shall at its own cost plant trees on the boundary of the building as per norms of the Tree Authorities.

(iii) The width of external walls shall be 6 inches excluding plaster and internal walls shall be 4 inches excluding plaster.

(iv) The Developers shall provide electric connections with single phase meter and members shall only be liable to pay security deposit same. The Developers shall at their cost remove the existing electric metres of Flats as well as common electric meter and water meter de-installed and re-installed before offering possession of Permanent Alternate Accommodation i.e the Member's New Premises to members. However, the pending dues shall be borne and paid by the respective members. If the members fail to pay the same then the Developers shall pay the same and shall be entitled to deduct he same from such member's hardship compensation without any objection from such members.

(v) The Developers shall also install and maintain 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.

(vi) The Developers shall provide a minimum of 4 top grade automatic Lifts with capacity as suggested by passenger traffic report from consultant/vendor manufactured by brands such as Schindler, Kone, Johnson etc. and shall also provide power Back-up facility for each Lift as per PWD Norms.

(vii) The constructed portion including Developer's saleable portion will be part and parcel of the Society's Property.

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(viii) It shall be sole responsibility of the Developers to sort out with any claims and/or disputes and/or litigation relating to the Redevelopment of the said Property till Members are handed over with possession and if any claim arises after the Members are handed over with possession which pertains to the construction/acts and/or omissions of the Developers then it shall be the Developers responsibility to clear the same at the Developers' all costs and consequences.

(ix) The Developer shall provide alternate source of power from separate substation for firefighting equipment's.

(x) The Developers shall provide common toilets on the any of the common area Floor and servant toilets on as per availability in the new Building subject to being made available Free of FSI and MHADA/MCGM Approval.

(xi) The developer shall provide a CCTV connections, and installations along with the requisite machinery and ensure that the said CCTV system installed in sufficient cover all common areas of the new building.

(xii) The developer shall provide intercom facility connected to all individual residential premises with the security cabin and society office along with the necessary machinery and ensure that good connectivity and security is provided by the intercom facility.

(xiii) The developers shall submit progress report in personal meeting once every half yearly after IOA during the process of redevelopment to the Society and Members for its verification.

(xiv) It is expressly agreed by and between the parties hereto that the rights/benefits being granted hereunder by the Society to the Developers are personal to the Developers and shall not be transferred, encumbered or assigned by the Developers to any person/s, firm/s, company/ies, third party/ies in any manner and under any circumstances whatsoever.

(xv) The developer shall ensure and provide the Floor Height of the Flats to be provided to the members and the Developers free sale premises and all Developers Sale Flats shall be minimum 2.80 meters and/or as per MHADA/MCGM norms whichever is higher. It is however agreed between the parties that due to change in any policy or otherwise or if after consumption of full FSI if there is any possibility of increasing internal height then Developers shall be

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liable to first increase internal height of Members flats as mutually agreed and then if still further scope is there then increase the height of Developer's sale flats.

(xvi) The developer shall offer possession of the Member's New Premises to the members upon having complied fully with the following norms and conditions as consentaneously agreed by the developer as following.

a. The developer providing proof of having obtained Occupation Certificate.

b. The developers and/or agents and agencies have completed major functional construction work

c. The developer providing necessary documentation, undertakings and proofs of payment of any penalties/ fines that may be imposed for non-compliance with the requirements of obtaining Occupation Certificate and it being the sole liability and responsibility of the developers, the member shall not be held liable for it.

(xvii) The developer itself or through it's attorney shall signa execute, enter and register any such document's as may be required and further cooperate for the execution of Reconveyance/ Deemed Conveyance Deed within 24 months from the obtaining of Occupancy Certificate if the need arises in future.

24. **THE OBLIGATION OF THE SOCIETY:**

24.1 Notwithstanding what is stated elsewhere under these presents, the Society hereby agrees and undertakes that itself bear pay and discharge including arrears toward payment of N.A. Taxes, Property Taxes (whether demanded or not) and other outgoings towards maintenance, etc. till the possession of the property including existing building is handed over to the Developers and shall produce last paid bills within 15 (fifteen) days from the date of execution of these presents.

24.2 The Society shall cause the members to sign, execute and appear before the Concerned Registration Authority to admit execution of necessary documents, writings, confirmations, etc. as may be required from time to time by the Developers give due effect of intent of the parties under these presents and effectual completion of the redevelopment and also to enable to irrevocably,

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unconditionally and absolutely deal with and dispose of all the Free Sale Component including car parking space available to them for Free Sale.

25. **THE PURPORTED CLAIM OF M/S. GHARKUL BUILDCON INFRASTRUCTURE LLP ("GBIL")**

i. As recited above, GBIL sought to enter into a transaction with the Society for the redevelopment of the Society, and the said GBIL caused the society to attempt the redevelopment of the building wherein 28 out of the 48 Members (hereinafter referred to as 'the GBIL signatory members') had executed purported Consent Letters allegedly pertaining to the redevelopment of the property. Further as per the Redevelopment procedure MHADA Authorized Officer was invited for proving majority for the appointment of the said GBIL as a developer. However the said appointment GBIL was failed due to non-majority and large number of members voted against the said GBIL such some of the Members to execute purported Consent Letters for development of the property and some of such Members were paid some amount in anticipation of getting development rights from the Society.

ii. Realizing that the said GBIL had acted fraudulently and with an intent to cheat the said some of the Members, said some of the Members through their Advocate's Letter dated 16th November, 2021 recorded the facts and realization of the offences and breaches committed as set out therein to which there was no reply, however subsequently after a lapse of over 9 (nine) months, the said GBIL through their Advocate's letter dated 7th August, 2022 sought to cast blame on the then Secretary and falsely claimed damages, loss of profit, etc. and threatened with legal action, to which the said some of the Members were advised not to enter into any unwarranted correspondence with the said GBIL. Though threatened, the said GBIL has not put their threat into action nor any proceedings are so far filed against the said some of the Members.

iii. The Members to whom certain amounts under the head of Corpus Fund were paid by the said GBIL, have shown their readiness and willingness to refund the amount so received by them

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directly on being required by the Society, notwithstanding the illegalities committed by the said GBIL.

iv. As recited hereinabove, the Society has passed Resolutions and has communicated to the concerned authorities that there is no valid or subsisting agreement or other transaction between the Society and the said GBIL pertaining to the redevelopment of the property. The Society therefore represents that it had never appointed or agreed to appoint the said GBIL and neveraccepted any amounts from the said GBIL and therefore any Consent Letter and/or other writing entered into with some of the Members in their individual capacity was/is not valid and binding upon the Society and the Members.

v. The Developers, prior to execution of these presents, have perused and verified the purported writing(s) executed and correspondence exchanged between the Members and the said GBIL and have satisfied themselves that the Society is having absolutely clear and marketable title in respect of the property, free from all encumbrances and beyond any reasonable doubts and is having full rights and authority to enter into and execute these presents:

PROCEDURE UNDER SECTION 79-A OF THE MAHARASHTRA CO-OPERARTIVE SOCIETIES ACT:

As prescribed u/s 79A of the Maharashtra Co Operative Societies Act the society through it's concurrent committees have maintained proper books of accounts with respect to all sums of money received and expended by the society. The necessary approval has been given by the Deputy Registrar for appointment of the Developer for redevelopment of the said Society. Hereto annexed and marked as **"ANNEXURE -XVII"** is a copy of the said Approval Letter

26. **RIGHTS / RESPONSIBILITIES /LIABILITIES OF THE DEVELOPERS:**

a. The Developers shall get the plans submitted to the Concerned Authority for the said New Building as approved by the Society in respect of the Development Potential as required presently for the Members new Premises to enable and procure other necessary NOC's

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and permissions from the Concerned Department and the I.O.D. in respect thereof as mentioned in this Agreement.

b. On or before the expiry of Vacation Notice Period of 15 days the Members are at liberty to dismantle and take away their respective furniture, personal fittings and fixtures except grills, sliding, electrical internal fittings, Plumbing pipes from their Premises. The value realized from the demolition/salvage of shall be collected by and shall belong to the Developers alone.

c. the entire construction costs including (but not limited to) the fees payable to the Architects, R.C.C. Consultants and all other consultants appointed by it, the wages/dues of the workmen, bills of supptiers, and all other charges, fees and deposits to be paid to the concerned authorities for the construction work, costs for procuring TDR/FSI, Tit Bit area, V. P. Quota benefits, additional buildable area, premium FSI, Fungible FSI, compensatory area and all other development potential as may be available from MHADA and also under the DCPR 2034, shall be borne and paid by the Developers alone.

d. Building plans as also for utilizing allotted FSI, Tit Bit area, additional buildable area, premium FSI, Fungible FSI, V. P. Quota compensatory area and all other development potential as may be available from MHADA and also under the DCPR 2034 and area in lieu of the staircase, lift wells and all amenities areas of the said New Buildings shall all be borne by the Developers alone. Such premiums, fines, fees, etc., shall be paid directly by the Developers.

e. The Developers shall be entitled to obtain the refund from the MCGM/MHADA in respect of all the deposits which may be payable by the Developer to the MCGM/MHADA in the name of the Society. In the event the MCGM/ MHADA issues refund cheques in favour of the Society, the Society shall in turn refund the same to the Developers, within one week of the amounts being credited into the Society's account. The Developers are eligible to receive back the amount of deposits of refundable nature only, while deposits such as water, electric connection shall not be reimbursed back to the Developers.

f. If any amendments are required to the building plans, the same be carried out by the Developers provided the same does not reduce or

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affect in any manner the areas of the Member's New Premises, or change the location, or placement/direction, or the floor and/or reduce the Members area of New Flats without his/her/their consent in writing which will not be unreasonably withheld, if such changes are required due to planning constrained and/or to enable the Developers to have utilization of full potential and for better elevation. The Developers are free to annex the modified sanctioned plans, as to the other area of free sale component. The Developers shall carry out the work of construction as envisaged herein in accordance with the plans approved by the MCGM/MHADA/Concerned Government Department. The Society and/or the Members shall not cause any obstruction or hindrance to the construction/development work and so long as the Developers continue with such work and the Society/Members shall not claim or demand any additional consideration by whatever name called for any reason whatsoever from the Developer, save and except as provided in this Agreement.

g. Before commencing the execution of work and as per the conditions/requirements of I.O.D., I.O.A., the Developers shall take adequate insurance cover, at their own cost, in the Developers name, to cover accidental death, permanent disability, hospitalization, investigations, treatment etc for the employees and their representatives who are deputed at site all the Developer's workers and site staff, from the time the premises are vacated up to the completion of the project and handing over to the Society. The Developers alone shall be responsible for all the liabilities in respect of the workmen so employed/engaged in the construction work.

h. During the development period the Developer shall be responsible for payment of charges maintenance of receipts, handover of the receipts within 15 days from such payments made on account of Property Tax, , and any other such incidental charges levied by statutory bodies.

i. The developer shall obtain and pay for the licencing and operations for the facilities such as Elevator, Borewell etc. and shall submit the said Licenses in Original and/or copies to the society before the handover of the new constructed building and premises.

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j. It is agreed that the Developers shall not mortgage, create charge or deal with or dispose of or create third party rights in respect of the property/Plot and the areas of Flat/premises agreed to be constructed by the Developers for the existing members of the Society as per this Agreement for the purpose of raising any loan or otherwise whatsoever. The Developers are entitled to raise financial assistance from the banks/ financial institutions on principal to principal basis for the purpose of financing the development of the said Property and for this purpose may offer the security of Developers Free Sale Premises save and except the Members Premises in the said New Building at the Developer's risk, cost and consequences. No consent in writing or otherwise is required from the Society. It is further agreed that if the Developers require the Society to give any kind of NOC for raising loan on security of Developers Free Sale Premises then the Society shall issue the same within 15 (Fifteen) days of being required. The Developers alone shall be responsible for repayment of such loan.

The Developers alone will be liable to pay and discharge duly and punctually all those liabilities to the building contractors, labour, material suppliers, workmen and other employees employed or benefited by the Developers for the purpose of and incidental to the Re-development work in terms hereof and its Members shall not held responsible against all such actions, costs, claims and demands arising from the constructional activity.

l. On registration of these presents, to brand and advertise the project in the Developer's own brand name and for such purpose to put up hoardings/sign boards on the said Plot. It shall be for a period of 10 (ten) years from all the existing Members and Purchasers of new premises from the Developers are handed over new premises. However, the Developers are allowed to install for a period of 10 years one signage/signboard anywhere the said Plot/Building (not affecting the Light and Ventilation of any premises) to show the said project is completed by the Developers.

m. To amend, revise, modify the Sanctioned Plans without affecting adversely the Member's New Premises in respect of the said Property and the New Building to be constructed on the said

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Plot and prepare fresh plans, drawings, designs, elevation etc. for submitting the same to MCGM/MHADA and/or any other statutory/Concerned Authorities for their approvals with the prior written free consent of the Society/as per the terms and conditions of the Development Agreement. The Developers agree not to act or omit in any manner which affects the right, title, and interest of any members of the Society.

n. To employ, appoint and/or engage contractor(s), labour, workmen, personnel–skilled to carry out the development work on the said Property and to pay the wages, remuneration and salary of such labour, workmen, contractors and personnel and to comply with all Applicable Laws in that behalf including taking out the requisite insurance policies including workmen's insurance.

o. To Market and sell the Developers Free Sale Premises to the prospective purchasers, after registration of the project under RERA/Maha RERA and enter into and/or execute Agreements, and/or such other documents with such prospective purchasers and enter into and/or execute Agreements, and/or such other , documents with such prospective purchasers as they deem fit and proper and to receive and accept the consideration and appropriate the same to themselves under the provisions of the RERA/Maha RERA and/or other Applicable Laws. All and any decision with respect to the Marketing of the Developers Free Sale Premises including the determination of the price and consideration at which the same should be undertaken, shall be taken solely by the Developers and neither the Society nor the Members shall have any interest in the same.

p The Developers agree that the Developers shall do or cause to construct the new buildings under their expertise either by themselves or through their Contractors, nominees, etc. for which no prior intimation to the Society is required. The Developers may engage any contractors/sub-contractors to enable smooth and effectual completion of the project.

q. The Developers agree to procure necessary permissions for redevelopment of the said Property from the Concerned Authority/regulator(s) at their own cost, charges and expenses.

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r. The Developers shall be entitled to construct any temporary and/or make-shift office/structure cubicles on the site of the said Plot to be used for their administration purposes and the same shall be uninstalled on the completion of the Project.

27. **INVESTIGATION OF TITLE**

a. The developer having been made aware of the facts, representation and advisories of the concerned and having performed their Due Diligences in respect of the Development Project of the above mentioned Society is satisfied with the Title, marketability and feasibility of the said society and the redevelopment project.

b. Upon execution of these presents, the Society has handed over to the Advocate for the Developers Original of the Title Deed and all other documents etc. in respect of the said property, to be kept in escrow by the said Advocate till the completion of the Project and till the Developers hand over management of the new building to the Society. However, the Developers alone shall alone pay and discharge the professional charges of the said Advocate.

c. Upon execution of these presents, the Developers shall be entitled to take necessary steps to verify and investigate the title of the Society and the members by causing Public Notices issued in the newspapers of their choice and taking searches from the office of the Concerned Authorities.

d. Subject to what is contemplated hereinabove, the Society and the Members shall remove all defects and claims supported by document received by the Developers in response to the public notice at their costs and expenses. Any third party claims/encumbrances in respect of the Existing Premises/corresponding shares shall be dealt with by the Concerned Member/s.

28. **COMPLETION PERIOD:-**

a. It is agreed by and between the parties hereto that the entire project for the construction of the buildings on the said plot (including but not limited to the Society's/members premises and the Developers Free Sale Premises in the New Building) shall be completed within 36 months from

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the date of Completion of Plinth Work. However this period shall be subject to Force Majeure/Act of God clause enumerated herein below regarding circumstances beyond the control of the Developers herein.

b. Apart from the abovementioned Completion Period, the Developers have requested the Society to provide a grace period of maximum of 6 months for completion of the project along with application for Full Occupation Certificate except part Occupation Certificate for commercial premises. The Society has agreed to this request provided the Developers pay further compensation to the Existing Members for the agreed grace period at the rate of Rs. 36,000/- Per Month by drawing 6 (six) post-dated cheques of 6 (six) months each {to be issued at the end of 36 (thirty-six) months}. Such period shall be treated as an extended period.

c. It is Agreed that if the construction by the Developers is delayed on account of force majeure as set out herein after and other building material, water or electricity supply or due to any act of God, pandemic lockdown, civil commotion, riot, war or any notice, order, rule notification of the Government and/or any other Public Body and/or Competent Authority has prevented/ prohibited the construction of the Developers, the Developers shall automatically be entitled to reasonable extension of time for completion of the project and the same shall be confirmed and informed by both the Developers and the Society by exchange of written communication to that effect. However in case of lockdown due to pandemic whereby Developers are restrained from carrying out construction activity still Developers shall continue to be required to pay amounts as mentioned herein above by way of rent, compensation or otherwise.

d. It is agreed and understood that after completion of the project in all respects, the Developers shall have no lien, charge or claims over the sanctioned plans, permissions and other necessary documents pertaining to the construction/development and the same shall be handed over to the Society without claiming any costs or expenses. The Developers shall also upon completion of the project, hand over all original documents including P.R. Card, IOD, Commencement Certificate, Occupation Certificate etc. to

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29. **FORCE MAJEURE:**

The term "Force Majeure" shall mean any circumstances which prevent or impede performance of the contract, including but not limited to any of the matters listed below:

i) War, hostility, enemy action, terrorist attack

ii) Riot, pandemic hostility, insurrection, civil, commotion or any such national emergency, pandemic, lockdown.

iii) Earthquake, flood, tempest, lightning or any such other natural calamity.

iv) Fire or explosion on the site, not caused by negligence of the Developers.

v) Law or order of any Government or Government department, which impedes or delays the work, not caused by default of the Developers.

vi) Denial of the use of any railway, port, road transport, airport, shipping services, or any other means of public transport.

vii) Any notification/circular of any concerned authorities delaying the permissions/sanctions beyond the control/fault of the Developers.

In such circumstances of Force Majeure, the time period applicable to such events will be extended and liquidated damages shall not be payable.

30. **DEFECT LIABILITY PERIOD (DLP):**

a. The Defect Liability Period as provided under RERA to be 5 (FIVE) years however expressly agreed to be 10 (TEN) years by the Developer subject to members not doing any structural damages in their new flat.

b. In case of any defects found in the quality of work or material used as prescribed in law, subject to members not doing any structural damage in the new premises allotted to them, the Developers shall rectify the said defects at their cost and expenses provided the Society and the members are not guilty of any act of commission or omission in compliance of their respective obligations including with regard to the affairs of the new building.

c. It is further agreed by and between the Parties hereto that after the Developers hand over the possession to the Society Members, any

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structural changes made by the Society Members internally or externally to their flats/premises handed over shall forthwith lapse the Defect Liability on the premises. The Developers shall also ensure that none of their Purchasers shall carry out any changes, internal or otherwise including of R.C.C. Work.

31. **TAXES, UTILITY BILLS, OUTGOINGS &DUES:**

a. The monthly outgoings, dues and taxes of the Premises shall be paid by the Members and the taxes, property taxes, N.A. Taxes duties and dues in respect of the said Property shall be borne and paid by the Society up to the Appointed Date. Thereafter, the Developers shall pay the same up to the date of completion of the construction of the New Building on obtaining Occupation Certificate / or handling over possession of flats to Society Members whichever is earlier, provided however that from 30 (thirty) days after the date that possession of the Members New Premises has been offered to the Members, the Members shall pay the proportionate outgoings, taxes, duties and dues in respect of their respective Members New Premises, whether or not they take possession of their respective Members New Premises thereof after the same has been offered to them.

Any capital gains tax/income tax and other statutory levies on amounts paid and new premises to be provided by the Developers to the Society/Members as per/in pursuance of these presents shall be the responsibility if any, of the Society/Concerned Members alone. The Developers shall not be responsible for the same in any manner whatsoever.

c. In event of the possession being handed over to the members of the new members flat without obtaining Occupation Certificate the Developer shall pay the difference cost and charge levied due to non-availability of the Occupation Certificate. until the said is obtained by the Developer and the charges are restored to normal rates for the services.

32. **NO PARTNERSHIP OR A JOINT VENTURE:**

a. This Agreement does not constitute a Partnership and/or a joint venture between the parties hereto. Each of the parties hereto shall be liable to pay and discharge their respective liabilities.

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and debts including their respective income-tax liabilities and each shall indemnify and keep indemnified the other there from.

b. The arrangement set out under this Agreement shall not be deemed to be or construed as Partnership and each party shall be filing their income tax returns separately and shall sell the area coming to their share independently. and shall be entitled to receive an appropriate sale proceeds for themselves.

33. **NOTICE:**

Addresses of the Parties – the respective addresses of the parties hereto for service of any Notice are as follows:-

If to the Society and/or the Members:-

All correspondence/notices to be served on the Society shall be served on the Society under acknowledgement at the following address.

Sheetal Co-Operative Housing Society Ltd.
Building No.31. Subhash Nagar,
N.G Acharya Marg
Chembur, Mumbai - 400 071

OR

Such other address addressed by The Secretary to the Developers under acknowledgement from time to time.

All correspondence /notices to be served on the individual Members shall be served as per the address provided by the Members at the time of vacating their Existing Premises. Members shall be responsible to intimate to the Developers and Society in case of change of address time to time.

If to the Developers:-

Real Infrastructure Company,
101, Real Tech Park, Plot No. 39/2, Sector-30A, Vashi,
Navi Mumbai, Thane- 400 703.

Any notice required to be served on the parties hereto shall be in writing and shall be sufficiently served if sent by registered / Speed post acknowledge due or personally delivered at the respective addresses, unless notice of a different address is received.

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34. CESSATION AND LAPSE:

a. In the event the Developers commit a breach/es of any of the clauses of this Agreement including but not limited to payment of compensation, obtaining permissions and sanctions from the concerned authorities and so on, then the Society shall be entitled to call upon the Developers to remedy such breach within a period of 30 (Thirty) days from the receipt of such notice, and in case of failure on the part of the Developers to remedy such breach(es) within the stipulated period, this present Development Agreement shall deemed ceased to be in its binding effect and lapsed.

b. Upon cessation and lapse of the Development Agreement as aforesaid, the Society shall be entitled and at absolute liberty to complete / carry out the balance work of redevelopment either on its own or through any other Developer/Builder/Contractor of its choice.

35. DISPUTE RESOLUTION:

a. Any dispute arising between the parties hereto during the continuation of this Development Agreement and/or as to the interpretation and/or enforcement of any of the terms and conditions hereof, and/or out of these presents shall be referred to the Arbitration of a Sole Arbitrator to be mutually appointed by the parties, whose award shall be conclusive and binding upon the parties. The Place of Arbitration is agreed to be Mumbai & the proceedings of Arbitration shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996 & language of Arbitration shall be English.

b. This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with laws of India.

36. STAMP DUTY/REGISTRATION CHARGES:

a. The Developers shall bear and pay the stamp duty and registration charges on these presents and the Permanent Alternate Accommodation Agreement of each Existing Members. Since all the Members are parties to these presents being the Principal Instruments, No Stamp Duty except Rs.100/- is payable on Individual Agreements with the Members as

FOR SHREE MATHURA CO-OP HSG SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

per provisions of Section 4 of the Bombay Stamp Act read with circulars/ clarifications/ notifications therein.

b. In the event, if one or more members does /do not join this Agreement and execute and get registered the same then in such event such Member/Members shall alone bear pay and discharge stamp duty registration charges and other incidental costs as may be payable from the Individual Agreement for Permanent Alternate Accommodation. Neither the Society nor the Developers shall be required to pay or contribute any amount towards the aforesaid payments.

37. **VARIATION:**

Any variation of this Agreement shall be mutually agreed in writing and executed by the Parties with prior intimation to the committee, representation and resolution to that effect and along with the Original and/or Copy of such Resolution for approving modification from the society or its members.

38. **WAIVER:**

Either Party to this Agreement may (a) extend the time for performance of any of the obligations or other acts of the other Party. (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant hereto OR (c) waive compliance with any of the Agreements or conditions of the other Party contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Parties. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

39. **NO THIRD PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the Parties and no provision of this Agreement shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

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For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

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40. GOOD FAITH:

Each of the Parties hereto undertake with the other to act in the utmost good faith in interpreting and implementing this Agreement and agrees to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

41. RELIANCE ON JUDGMENT AND ADVICE:

Save as otherwise expressly stated in this Agreement, each Party has entered into this Agreement relying on its own business judgment and advice of its/their own advisers. Such Party represents and acknowledges that it has not been induced by the other Party to enter into this Deed. Further, this Agreement together with all documents executed contemporaneously with it or referred to in it, constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter.

42. PAN CARD:

As required by the Income-tax (Sixteenth Amendment) Rules, 1998:-

a. The Society's Permanent Account Number PAN Card is set out in **ANNEXURE "XVIII"**;

b. The Members Permanent Account Numbers and PAN Cards are set out in **ANNEXURE "XVI"**.

c. The Developers' Permanent Account Number and PAN Card is set out in **ANNEXURE "XIX"**.

43. COMMON AREAS

The parties hereto agree that the following will be for common use of the Society built and constructed by the developer at his sole expenses:-

a. The Compound;

b. The Entrance Lobby, security cabin, pump room, bore well room, overhead bore well water tank;

c. The staircase and common passages;

d. lift shafts, lift rooms, the cable wiring and electrification of lifts;

e. Overhead water tanks;

f. Underground water tank;

g. Compound wall;

For SUBHASH NAGAR SHEETAL CO OP HSG SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

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h. Refuge areas, if any;

i. Society Office admeasuring a minimum usable carpet area of 200 square feet;

j. Common terrace above the topmost floor. However, if any terrace Flat is constructed as per sanctioned plans and other permissions to utilize and/or extract full potential of the said property, then and in that event the pocket terrace attached to such Flat shall be allotted by the Developers to such Flat Purchasers.

All other area and facilities provided in the new building and on the plot which are intended to be used as common areas/ facilities.

44. COST OF PROJECT :

The entire cost of Redevelopment of the said property shall be exclusively borne, paid and discharged by the Developers including

(i) The cost of preparing plans, design etc. and obtaining the necessary sanctions/approvals;

(ii) The costs of acquiring T.D.R., Concessional FSI, Purgible FSI, Compensatory FSI and Premium F.S.I.;

(iii) Payment of all kinds of premium fees, cess and Land Under Construction (LUC) taxes and other taxes payable to MHADA/Municipal Corporation and/or any Government Authorities during progress and until completion of Construction work and obtaining of Full Occupation Certificate and for F.S.I in lieu of staircase/common passage/lift well/ balcony/society office/ security cabin etc.

(iv) Deposits and other charges payable to any of the authorities;

(v) Bills of supplier and building materials, construction costs including cost of building, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work, including insurance premium of workmen;

(vi) Cost of water and electricity during construction and till possession is handed over back to members with Occupation Certificate of building;

(vii) GST and/or any other tax liability or charges, save and except income tax liability in providing permanent alternate accommodation, except on any additional area purchased by member (proof of payment of taxes to be submitted to Society)

For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

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(viii) Other statutory dues, provident Fund, gratuity, insurance premiums

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(ix) Fees and charges payable to Architects, Civil Contractors, R.C.C. Consultants, Supervisors, Engineers, Structural Engineers and Contractors and all other persons engaged for the purpose of and all other expenses to complete Redevelopment project

(x) Deposits payable towards the Society's electric meter and water meter of Society

(xi) And all other expenses that may be incurred by the Developers in respect of said Redevelopment work and fulfilling all commitments under this presents

(xii) Other statutory dues, provident fund gratuity, insurance premium and all other dues to the workers

(xiii) MHADA dues, if any, pending and payable by the Society: The Society and its members shall not be required to contribute nor shall be liable for any amount whatsoever towards Redevelopment of the said property.

In the short total expenses of the project from start to finish whatsoever in nature shall be borne by Developers from the date of vacating by the members of the society and handing over to the Developer and until handing over of the said property by the Developer to the society and it's members. Any previous outstanding liability, till the time of vacating the plot/flat will be paid by the Society or Member respectively as the case may be, except for the Service Tax liability as mentioned herein above to be paid on 50-50 % basis by the society and the developer, save and except, any pending dues of MHADA. The Developers hereby indemnifies the Society and its members respectively against any claims made by any employees, contractors, workers, Government and semi-Government Authorities etc during redevelopment or after redevelopment and the society & its members respectively also indemnify the Developers against all outstanding liabilities pertaining to the society or individual flats incurred before handing over possession of the Society plot or their flats to the Developer, except for the 50% share in the Service Tax dues

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

For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

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2023		

45) The Society herein declare that Society has not obtained Mhada offer letter for Re-Development of the aforesaid Property date. The Society and Developers herein Jointly Declare and undertake that in case any additional FSI granted by Mhada or Concerned Development authority in respect of aforesaid Property in favour of the Society and Developers over and above the aforesaid 3 FSI, in that event the Developers and Society shall make and execute Supplementary agreement in that respect and pay stamp duty therein.

For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

THE SEAL OF THE SUB REGISTRAR KURLA-1

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THE SCHEDULE ABOVE REFERRED TO
(Description of "the said Property")

ALL THAT piece and parcel of land underneath and appurtenant to building No.31 admeasuring 1230.74 sq.mtrs. bearing C.T.S. Nos. 826 (pt) bearing Survey No. 67 to 71 together with the Building No.31 consists of Ground + 2 Upper Floors having common WCs on South and North side of each stair case comprising of 12 (Twelve Eight) rooms/tenements/flats having an aggregate area of 8640 sq.ft. (carpet area) situate, lying and being at Subhash Nagar, in the Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District.

COMMON SEAL OF the withinnamed "SOCIETY" SHEETAL CO-PERATIVE HOUSING SOCIETY LIMITED has been affixed pursuant to the resolution passed to that effect in its Special General Body Meeting held on 12/4/09 and the same has been affixed in the presence of

1. **Shri Girish Krishnan**
   Chairman.

2. **Shri Rajan Namdeo Bhondave**
   Secretary.

3. **Shri Mangesh Ramchandra Zanjad**
   Treasurer.

in the presence

4. **Shri Sanjay Govind Shinde**
   Committee Member.

in the presence

SIGNED AND DELIVERED by the withinnamed "MEMBERS"

(1) **Smt. DHARMADEVI RAMADHAR VISHWAKARMA,** (L.H.T.)

For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

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(2) Shri. MANGESH RAMCHANDRA ZANJAD





(3) Shri. HEMANT LAXMAN TELI,



(4) Smt. KANTA KRISHNARAJ NEGANDHI (Deceased Member),







(5) Smt. MINAL MURLIDHAR GURAV,





(6) Shri. CHANDRAHAS SHAMA SHETTY,





(7) Shri. RAVINDRA KONDIBA KHUPTE,





(8) Shri. RAVINDAR RAMU NAIK,

For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

(9) Shri. SANJAY GOVIND SHINDE &





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Smt. ARCHANA SANJAY SHINDE,



(10) Shri CHANDRAKANT GANGARAM GHATKAR &





Shri. SACHIN CHANDRAKANT GHATKAR





(11) Shri. MAHESH BABURAO SHEKDAR &





Smt. SEEMA MAHESH SHEKDAR,





(12) Smt. SHILPA BHIMRAJ HUSALE,







For SUBHASH NAGAR SHEETAL CO-OP HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

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(13) Smt. KUSUM VENKATRAYA ACHARYA, K.V. Acharya





(14) Shri. GANESH RAMCHANDRA ZANJAD, G.Zanjad



(15) Smt. KAMAL MAMATA WAYAL,





(16) Shri. GIRISH KRISHNAN,

(17) Smt. MADHURI MADHUKAR SHINDE



(18) Shri. MINAR MADHUKAR SHINDE &



Shri. MAYUR MADHUKAR SHINDE,



For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member



(19) SMT. PANKAJAM KRISHNAN,



(20) Shri. CHANDRASHEKHAR RAGHUNATH BODAS,



(21) Smt. VASANTI RAJENDRA BORKAR,



(22) Shri. RAJENDRA MANOHAR BORKAR,



(23) Smt. HEMLATA PRAFULLA MAYEKAR,



(24) Shri. RAJAN NAMDEV BHONDVE



(25) Shri. ROHIDAS ARJUN SAWANT,

For SUDARSHAN NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

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(26) MR. SHRINATH KESHAV PAYYADE,



(27) Smt. CHAYA DINKAR KHILARE,



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(28) Shri. PRABHAKAR SANJEEVA POOJARI,



Shri. JAYAKAR S PUJARI,



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

Shri. SUDHAKAR POOJARI,



Shri. BHASKAR S POOJARY,



(29) Smt. LOCHANA SAMPATRAO DHUMALE,



(30) Shri. ANANT KESHAV DALVI,



For SUBHAS NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

(31) Shri. YOGESH RAMESHCHANDRA VISHWAKARMA



Smt. NISHA YOGESH VISHWAKARMA,



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(32) MRS. ARCHANA SANJAY SHINDE,



MR. SANJAY GOVIND SHINDE



(33) Shri. SALIL ULHAS KULAPKAR,



(34) Shri. SATISH PANDURANG HOWALE,



(35) Shri. ASHOK KHASHABA GAIKWAD,



For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

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(36) Shri. NIVRUTTI DIGAMBAR KAMBLE,

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(37) Shri. PAULSON AUGUSTIN



(38) Shri. VISHAL KHANDU LANDGE,

Landge.S.K.



Smt. SATYABHAMA KHANDU LANDGE,



(39) Smt. JAYASHREE BALKRISHNA GADE



(40) Shri. SACHIN WAMAN AMBRE &



Shri. VILAS SHANTARAM AMBRE

For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

(41) Shri. DINESH DHONDU TALAWADEKAR,



(42) Shri. SATISH RAMCHANDRA KALE &



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Smt. POONAM LAXMAN KHATAL,



(43) Shri. SATYAWAN MAHADEO MAHADIK,



(44) Shri. MAHESH LALLUBHAI BHAGAT,



(45) Shri. LAXMINARAYAN SHEENAPPA GOWDA,



(46) Shri. NAMDEV PANDURANG BHONDVE & SMT. SHANTABAI NAMDEV BONDVE (Deceased Members),

For SUBHASH NAGAR SHEETAL CO-OP HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

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(47) Shri. ABHISHEK GAUTAM,



(48) Smt. RAVITA RAMESH KAMATH,



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SIGNED, SEALED AND DELIVERED)
by the within named "DEVELOPERS")
M/S. REAL INFRASTRUCTURE COMPANY)
through its Authorized Partners
1. Mr. Ambaji Bhanji Gami

For M/s. Real Infrastructure Co.

Authorised Signatory / Partner



2. Mr. Keshavji Damji Minat

in the presence of

For M/s. Real Infrastructure Co.

Authorised Signatory / Partner

Witness

१) श्री

२)

For SUBHASH NAGAR SHEETAL CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer Committee Member

SUBHASH NAGAR
SHEETAL
CO-OPERATIVE HOUSING SOCIETY LTD.

Estd. 1981 Regd.No.7618

31,Subhash Nagar ,N.GAcharya Marg, Chembur(E) ,Mumbai 400 071.

Sr.No:

करल - ९ Date: ५७०० | ७६ | २२

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RESOLUTION

(Passed on 08.03.2023)

RESOLVED THAT the Special General Body Meeting of the members of **SUBHASH NAGAR SHEETAL CHS. LTD.,** held on 08.03.2023 and its members has approved Power of Attorney (POA) and Development Agreement to be executed between **SUBHASH NAGAR SHEETAL CO-OP. HOUSING SOCIETY LTD.,** registered address situated at Bldg. No.31, Subhash Nagar, N. G. Acharya Marg, Chembur, Mumbai-400 071, and Developer **M/S SHEETAL INFRASTRUCTURE CO.,** registered address situated at Real Tech Park, Plot No.39/2, Sector-30A, Vashi, Navi Mumbai-400 703, and also authorised following Managing Committee Members to execute said Development Agreement on behalf of the **SUBHASH NAGAR SHEETAL CHS. LTD.,** for the purpose of Re-Development of the Society Building No.31, Subhash Nagar, N. G. Acharya Marg, Chembur, Mumbai-400 071.

1) MR. GIRISH KRISHNAN CHAIRMAN
2) MR. RAJAN NAMDEV BHONDVE SECRETARY
3) MR. MANGESH ZANJAD TREASURER

Passed unanimously

True Copy

For SUBHASH NAGAR SHEETAL CHS. LTD.,

Chairman **Secretary** **Treasurer** **Committee Member**

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Annexure - I

SUBHASH NAGAR
SHEETAL
CO-OPERATIVE HOUSING SOCIETY LTD.

Estd. 1981 Regd.No.7618

31,Subhash Nagar ,N.GAcharya Marg, Chembur(E) ,Mumbai 400 071.

Sr.No: 45/2022-23

Date:
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2023

THE SEAL OF THE SUB REGISTRAR KURLA

Subhash Nagar Sheetal Co-op. Hsg. Soc. Ltd. Chembur Regd. No. 1613

Subhash Nagar Sheetal Co-op. Hsg. S...

Secretary

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Annexure - V

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मालमत्ता पत्रक

UPIN 0962A2Q6308

[महाराष्ट्र स्थावर संपदा (विनियमन व विकास) नियम,२०१७ अंतर्गत नियम ३ नुसार]

(जिल्हा : पुणे तालुका)

गाव/पेठ : सोनूर	नगरपरिषद/नगरपंचायत/महानगरपालिका : सोनूर मुख्याधिकारी,सोनूर	

मालमत्ता क्रमांक	सिटी सर्वे नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	मालमत्ता प्रकार	इतर माहिती (विशेष अधिकार किंवा मर्यादा, असल्यास तपशील)
६२८			१८२२५.६०	इमारत	

मुद्रांक शुल्क :
दस्तऐवज नुसार क्षेत्र : चौ.मी.
वर्ष - २०१८ गहाणखत मुद्दल रक्कम :
तारीख :
दस्त क्रमांक :
दस्त प्रकार :

दिनांक	तपशील	संदर्भ क्रमांक	नोंदवहीचा प्रकार, पृष्ठक्रमांक किंवा पान (अ)	कार्यालय
31/03/1982	खरेदी दस्त ९ चौ.मी.चे खरेदी खत दस्त क्रमांक ८१८/१९८२ दि. ३१-३-१९८२ ने नोंद पावतीच्या कलमाने नोंद दाखल केले.		L मुक्तायनाथ दुधाजी को.ऑ.हौसिंग सो.लि. पेठ [illegible] ४१९/७८ चौ.मी. ९९ वर्ष मुदत दि.१९/३/१९८२	सही- [illegible] दुय्यम निबंधक, [illegible]
31/03/1982	खरेदी व्यवहार का.क.१८९८ प्रमाणे दस्त क्र.८१८/१९८२ नुसार ४१९/७८ दि. ३१-३-१९८२ ने नोंद पावतीप्रमाणे ही नोंद दाखल केली.		L [illegible] को.ऑ.हौ. लि. सोनूर [illegible] चौ.मी.९९ वर्षे मुदत दि.१९/३/१९८२ सोनूर	सही- [illegible] दुय्यम निबंधक, [illegible]
15/04/1982	[illegible] खरेदी खत दस्त क्रमांक ८३८ प्रमाणे			सही- 15/04/1982 दि.दि.पु.ब.नगर १८पु.क्र.८ पुणे दस्तावर, पुणे
24/12/1982	खरेदी,व्यवहार का.क.१८९८ पु.सार्वे क्रमांक [illegible] ४१९/७८ दि.२४-१२-१९८२ ने नोंद पावतीप्रमाणे दस्त दाखल.	S1	L मुक्तायनाथ दादाजी को.ऑ.हौसिंग सो.लि.सोनूर ९९ वर्षे मुदत दिनांक १९/३/१९८२ पासून	सही- 24/12/1982 दि.दि.पु.ब.नगर १८पु.क्र.८ पुणे दस्तावर, पुणे
13/05/1983	खरेदी,व्यवहार का.क.१८९८ पु.सार्वे क्रमांक [illegible] ४१९/७८ दि.१३-५-१९८३ ने नोंद पावतीप्रमाणे दस्त.	S1	L सोनूर [illegible] को.ऑ.हौ.सो.लि., ९९ वर्षे मुदत दिनांक [illegible] चौ. दि.१३/५/८३ पासून	सही- 13/05/1983 दि.दि.पु.ब.नगर १८पु.क्र.८ पुणे दस्तावर, पुणे
20/12/1983	खरेदी,व्यवहार का.क.१८९८ पु.सार्वे क्रमांक [illegible] ४१९/७८/अ/३ ने नोंद पावती दि. २०/१२/८३ ने नोंदवहीचे कलमाने नोंद दाखल.	S1	L [illegible] को.ऑ.हौ.सो.लि. ९९ वर्षे मुदत दिनांक [illegible] चौ.दि.२०/१२/८३ सोनूर	सही- 20/12/1983 दि.दि.पु.ब.नगर १८पु.क्र.८ पुणे दस्तावर, पुणे
28/02/1984	खरेदी,व्यवहार का.क.१८९८ पु. दस्त क्रमांक [illegible] ४१९/७८ दि.[illegible] ने नोंद पावतीप्रमाणे दस्त दाखल.	S1	L सोनूर [illegible] को.ऑ.हौ.सो.लि. ९९ वर्षे मुदत दि. [illegible] चौ. दि.२८/२/८४ पासून	सही- 28/02/1984 दि.दि.पु.ब.नगर १८पु.क्र.८ पुणे दस्तावर, पुणे

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२०२३		





29/03/2018	[illegible]	0.00	[illegible]	[illegible]
22/03/2018	[illegible]	0.00	[illegible]	[illegible]
15/12/2017	[illegible]			[illegible]
22/11/2017	[illegible]			[illegible]
29/10/2017	[illegible]		[illegible]	[illegible]
19/10/2018	[illegible]			[illegible]
23/07/2018	[illegible]	01/01/1900	[illegible]	[illegible]
26/02/2021	[illegible]	01 जानेवारी 1900 12:00:00 AM	[illegible]	[illegible]

करल ९

७१७०	४५५	२११

२० रुपये

THE SEAL OF THE SUB REGISTRAR KURLA

[illegible] दिनांक 24/02/2023 05:03:41 PM नोंदी | डिजिटल स्वाक्षरी केली असल्यामुळे सादर लोकसेवी नाही. सिस्टमची काम तारीख नाही

दिनांक 6 पैकी 3 या कामा वर्णनाचे दिनांक 24/02/2023 05:03:41 PM

वेबसाइट पडताळणी दोषी [illegible] यावर जाऊन दस्तऐवज [illegible] या क्रमांक व दस्तऐवज [illegible] हा अंगठा लावावा.

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Annexure - III

ANNEXURE - III (Exhibit A)

Index-2(सूची - २)

05/12/2019

सूची क्र.2

करल - १

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दुय्यम निबंधक : सह दु नि कुर्ला 1 (वेस्टर्न)
दस्त क्रमांक : 7207/1995
नोंदणी
Regn:63m

(1)विलेखाचा प्रकार — गावाचे नाव : 1) चेंबूर

(2)मोबदला — भाडेपट्टा

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) — Rs.23378/-

(4) मु-सादन,पोटहिस्सा व घरक्रमांक (असल्यास) — 1) पालिकेचे नाव:मुंबई म.न.पा.इतर वर्णन :, इतर माहिती: भूखंड व सदनिका क्षेत्रफळ/सोसायटी जमीन व बांधकाम, सिल्वर पार्क, सी.टी.एस. नं. 31, सुभाष नगर शिवसेना को.ऑ.हौ.सोसा.लि., कारवाली - 99 वर्ष, क्षेत्रफळ - 1230.74 चौ.मीटर, प्रिमियम रु. - 23376/-, नोंदणी फी रु. - 8775/-, मुद्रांक शुल्क रु. - 1110/-, खोदणी फी रु. - 440/-(Survey Number : 67 ते 71 C.T.S. Number : 825 पार्ट :)

(5) क्षेत्रफळ — 1) 1230.74 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा...

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता — 1): नाव:-(लिहून घेणार) सुभाष नगर शिवसेना को.ऑ.हौ.सोसा.लि. चे सेक्रेटरी तर्फे चिठे - - वय:- पत्ता:-रोड नं: 31/1097, सुभाष नगर शिवसेना को.ऑप.हौ.सोसा, चेंबूर, मुंबई. शहराचे नाव: मुंबई 400071 पिन कोड:- पॅन नं:
2): नाव:-(लिहून घेणार) सुभाष नगर शिवसेना को.ऑ.हौ.सोसा.लि. चे सेक्रेटरी तिर्फे चिठे - - वय:- पत्ता:-रोड नं: 31/1116, सुभाष नगर शिवसेना को.ऑप.हौ.सोसा, सुभाष नगर, चेंबूर, शहराचे नाव: मुंबई 400071 पिन कोड:- पॅन नं:-
3): नाव:-(लिहून घेणार) सुभाष नगर शिवसेना को.ऑ.हौ.सोसा.लि. चे सेक्रेटरी तर्फे चिखलाधन - - वय:- पत्ता:-रोड नं: 31/1003, सुभाष नगर शिवसेना को.ऑप.हौ.सोसा, सुभाष नगर, चेंबूर, शहराचे नाव: मुंबई - 400071 पिन कोड:- पॅन नं:-

(8)दस्तऐवज करुन देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता — 1): नाव:-(लिहून देणार) मे/ मनुभाई कुलकिर्णी व सेक्रेटरीज कार्यालय तर्फे अ.डि.म.को.सु/सि.स्व.2 दिपुन अशोक नाना भुवन अधिकारी यांचे कुलमुखत्यार एतद् रे. पावीन - - वय:- पत्ता:-रोड नं: स्वीटी पार्क 3री, शाकारले नाव: ठाणे पिन कोड:- पॅन नं:-

(9) दस्तऐवज करुन दिल्याचा दिनांक — 17/07/1995

(10)दस्त नोंदणी केल्याचा दिनांक — 17/03/1997

(11)अनुक्रमांक,खंड व पृष्ठ — (डाव्हान अनुक्रमांक : -/--) (खंड : --) (पृष्ठ : -से--)

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क रुपये — Rs.1110/-

(बाजारभावाप्रमाणे नोंदणी शुल्क रुपये

(14)शेरा — खरी प्रत

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारलेला मिळकतीचा अनुच्छेद

सह. दुय्यम निबंधक कुर्ला १
मुंबई उपनगर जिल्हा

श्री.ऑड.प्रदिप विलास
यांना त्यांचे ता. ४/१२/१९ अर्जानुसार नकल दिली.
दिनांक :- ४/१२/१९

For
सह. दुय्यम निबंधक, कुर्ला-१
मुंबई उपनगर जिल्हा. ४/१२/१९

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Annexure – II & III A

ANNEXURE - II

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05/12/2019

सूची क्र.2

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दस्त क्रमांक : 22411/2019

नोंदणी :

Regn.63m

गावाचे नाव : 1) चेंबूर

(1)विलेखाचा प्रकार	सेल डीड
(2)मोबदला	Rs.2165420/-
(3) बाजारभावाप्रमाणे मुद्रांक शुल्क आकारणी होणेसाठी कबुलायतदार ने वापरलेले	-
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) सर्वे नंबर/सी.टी.एस.नंबर प्रकार :, सर्वे नंबर/सी.टी.एस.नंबर : सर्वे नंबर/सी.टी.एस.नंबर/मौजे, जमीन व बांधकाम, सिद्धीविनायक को.ऑप.हौ.सो.लि., चेंबूर क्र. - 2165420/-, मुद्रांक शुल्क रु. - 4800/- नोंदणी फी रु. 30000/- (Survey Number : 87 पार्ट ; 71 पार्ट ; C.T.S. Number : 026 पार्ट ;)
(5) क्षेत्रफळ	1) 0 NA
(6)आकारणी किंवा जुडी देण्यात आलेली असेल.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादीचे नाव व पत्ता.	1): नाव:-मे/ महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधीकरण तर्फे अ.वि.का. कोंकण मुंबई,अ.व. महमूद असीक खान मुख्य अधिकारी यांचे मुखत्यार एम. के. गावडे ... वय:- (पत्ता:-प्लॉट नं:); वेगळी कार्ड ठाणे, महाराष्ट्र नाव: ठाणे पिन कोड:- फोन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादीचे नाव व पत्ता.	1): नाव:-सुप्रभु नगर सिध्दिविनायक को. ऑ.हौ.सोसा. लि. चे सचिव/ अधिकृत मयुकर दत्तात्रय पाटील वय:- पत्ता:-प्लॉट नं: 31/1087, सुभाष नगर सिध्दिविनायक को.ऑ.हौ.सोसा, सुभाष नगर, चेंबूर, महाराष्ट्र नाव: मुंबई - 400071 पिन कोड:-400071 पॅन नं: 2): नाव:-सुभाष नगर सिध्दिविनायक को ऑ.हौ.सोसा. लि. चे चेअरमन/ सिध्दार्थ विनायक पाटील वय:- पत्ता:-प्लॉट नं: 31/1 : 16, सुभाष नगर सिध्दि- को.ऑ.हौ.सोसा, सुभाष नगर, चेंबूर, महाराष्ट्र नाव: मुंबई - 400071 पिन कोड:-400071 पॅन नं: 3): नाव:-सुभाष नगर सिध्दिविनायक को. ऑ.हौ.सोसा. लि. चे सेक्रेटरी कृष्णा सिध्दाराम ... वय:- पत्ता:-प्लॉट नं: 31/1083, सुभाष नगर सिध्दिविनायक को ऑ.हौ.सोसा, सुभाष नगर, चेंबूर, महाराष्ट्र नाव: मुंबई - 400071 पिन कोड:-400071 पॅन नं:-
(9) दस्तऐवज करुन दिल्याचा दिनांक	17/07/1995
(10)दस्त नोंदणी केल्याचा दिनांक	17/03/1997
(11)अनुक्रमांक,खंड व पृष्ठ	(नोंदणी अनुक्रमांक : --/--) (खंड : --) (पृष्ठ : --/--)
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	Rs.4800/-
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	-
(14)शेरा	खरी प्रत

मूल्यांकनाकरीता विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारलेला तिरडलेला

सह. दुय्यम निबंधक, कुर्ला-१
मुंबई उपनगर जिल्हा

श्री. ...
यांना त्यांचे ता. ...
अर्जानुसार परत दिली.
दिनांक :- ५/१२/१९

सह. दुय्यम निबंधक, कुर्ला-१
मुंबई उपनगर जिल्हा.

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