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RAGHUKUL CHS. LTD.
Inward No: 757
Date: 22/4/2024

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This draft can be further modified by both the parties.

DEVELOPMENT AGREEMENT

This Development Agreement is made and executed at Thane on this____
day of _____ 2022.

BY AND BETWEEN

RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LTD., a Co-operative Society duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. T.N.A./[TNA]/H.S.G./T.C./6697/1994-1995 dated- April 22, 1994 and having its Registered Office at Gut no. 53(P), Parsik Gaon, Kalwa, Taluka and District- Thane, through its Chairman, _____, Secretary _____ & Treasurer _____ (being duly authorized representatives as per the resolution _____ passed in Special General Body Meeting dated _____), hereinafter referred to as the **"SOCIETY"** (Which expression shall unless repugnant to the context or meaning thereof mean and deem to include its members and successors) **OF THE FIRST PART;**

AND

M/S. LARKINS REALTORS, PAN : _____, a Partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its office at 4th Floor, Lake City Mall; Kapurbawdi Junction, majiwade, Thane (W) 400607, through its Partners **1) Mr.** _____ **and** **2) Mr.** _____, hereinafter referred to as the **"DEVELOPERS"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include all the Partners of the Partnership Firm and their successors in title, executors and assigns) **OF THE SECOND PART; AND.**

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Comment [P1]: Final members list to be updated at the time of execution Society to provide revised stamped list at that time

- 1) A) Mrs. Shubhangi Sandeep Bhujbal, Age ____ years, PAN: _____,
B) Mr. Sandeep C. Bhujbal, Age ____ years, PAN: _____,
- 2) A) Mrs. Smita Shirdhar Sawant, Age ____ years, PAN: _____,
B) Mr. Shridhar D. Sawant, Age ____ years, PAN: _____,
- 3) A) Mr. Anant Suresh Jadghav, Age ____ years, PAN: _____,
B) Mr. Suresh Govind Jadhav, Age ____ years, PAN: _____,
- 4) A) Mrs. Swara Rakesh Kadam, Age ____ years, PAN: _____,
B) Mr. Rakesh R. Kadam, Age ____ years, PAN: _____,
- 5) Mr. Uttam Manohar Sawant, Age ____ years, PAN: _____,
- 6) Smt. Ranjana D. Bane, Age ____ years, PAN: _____,
- 7) Mrs. Kalawati Dattaram Patole, Age ____ years, PAN: _____,
- 8) Smt. Alka Ganpat Jadhav, Age ____ years, PAN: _____,
- 9) Mr. Krishna Laxman Jadhav, Age ____ years, PAN: _____,
- 10) Mr. Dharmaji Dhaku Kandalgaonkar, Age ____ years, PAN: _____,
- 11) A) Mr. Santosh M. Patil, Age ____ years, PAN: _____, &
B) Smt. Nirmala S. Patil, Age ____ years, PAN: _____,
- 12) Mr. Balkrishna G. Karangekar, Age ____ years, PAN: _____,
- 13) Mr. Sudesh Bhagwan Gawas, Age ____ years, PAN: _____,
- 14) A) Mrs. Nayana D. Hatode, Age ____ years, PAN: _____,
B) Mr. Dinesh K. Hatode, Age ____ years, PAN: _____,
- 15) Mr. Shyamsundar Damodar Sawant, Age ____ years, PAN: _____,
- 16) Mr. Rajaram Ramchandra Kadam, Age ____ years, PAN: _____,
- 17) Mr. Dattaram Vasudev Koyande, Age ____ years, PAN: _____,
- 18) Mr. Sunil Sambhaji Jadhav, Age ____ years, PAN: _____,
- 19) Mr. Arun Pandurang Kadam, Age ____ years, PAN: _____,
- 20) A) Mrs. Aakanksha Atul Supal, Age ____ years, PAN: _____,
B) Smt. Santoshi Ankush Desai, Age ____ years, PAN: _____,
Building A-2
- 21) Mrs. Archana Ashok Amburle, Age ____ years, PAN: _____,
- 22) Mr. Vinay Harichadra Hatkar, Age ____ years, PAN: _____,
- 23) Mr. Dattatray Dhondur More, Age ____ years, PAN: _____,
- 24) Mr. Laxman Bhaskar Manchekar, Age ____ years, PAN: _____,
- 25) Smt. Neela Yashwant Gawas, Age ____ years, PAN: _____,

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- 26) Mr. Vidyadhar Parshuram Prabhu, Age ____ years, PAN: _____,
- 27) Mr. Prakash Shripat Bagul, Age ____ years, PAN: _____,
- 28) Mrs. Geeta Madhusudan Date, Age ____ years, PAN: _____,
- 29) Mr. Rajesh Krishna Jangam, Age ____ years, PAN: _____,
- 30) Mr. Tanaji Krishna Kumbhar, Age ____ years, PAN: _____,
- 31) Mr. Bhagwan Murlidhar Mahale, Age ____ years, PAN: _____,
- 32) Mr. Shailesh Jayprakash Pose, Age ____ years, PAN: _____,
- 33) Mr. Aditya Ankush Desai, Age ____ years, PAN: _____,
- 34) Mr. Shirish Shamrao Kulkarni, Age ____ years, PAN: _____,
- 35) Mr. Baburao Madhukar Sawant, Age ____ years, PAN: _____,
- 36) Mr. Janu Sambhaji Khamkar, Age ____ years, PAN: _____,
- 37) A) Mr. Ulhas Sitaram Naik, Age ____ years, PAN: _____,
- B) Mrs. Pooja Ulhas Naik, Age ____ years, PAN: _____,
- 38) Mr. Vinayak Purshottam Painaik, Age ____ years, PAN: _____,
- 39) Mrs. Smita Subhash Samant, Age ____ years, PAN: _____,
- 40) A) Mr. Shailesh Shivaji Kadam, Age ____ years, PAN: _____,
- B) Mrs. Sampada S. Kadam, Age ____ years, PAN: _____,
- Building A-3
- 41) Mr. Rajan Gajanan Powale, Age ____ years, PAN: _____,
- 42) Mr. Devidas Pandhiranath Dandgaonkar, Age ____ years, PAN: _____,
- 43) Mr. Suryakant Bhikaji Raskar, Age ____ years, PAN: _____,
- 44) Mr. Vinayak Vishnu Dhongadi, Age ____ years, PAN: _____,
- 45) Mr. Abhijit Shantaram Gawade, Age ____ years, PAN: _____,
- 46) Mr. Sanjay Raghunath Gole, Age ____ years, PAN: _____,
- 47) Mr. Jaywant Gangaram Rasat, Age ____ years, PAN: _____,
- 48) Mr. Prabhakar Sabba Poojari, Age ____ years, PAN: _____,
- 49) Mr. Girish Anant Patil, Age ____ years, PAN: _____,
- 50) A) Mr. Nilesh Sambhaji Rane, Age ____ years, PAN: _____,
- B) Mrs. Adeen Nilesh Rane, Age ____ years, PAN: _____,
- 51) Mr. Balkrishna Yeshawant Chavan, Age ____ years, PAN: _____,
- 52) Mr. Ashok Kondhiram Sawant, Age ____ years, PAN: _____,
- 53) A) Mr. Sudhir Desharath Mayekar, Age ____ years, PAN: _____,
- B) Mrs. Seema Sudhir Mayekar, Age ____ years, PAN: _____,

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This draft can be further modified by both the parties.

- 54) Mr. Sunil Krishna Govekar, Age ___ years, PAN: _____,
- 55) Mr. Ramchandra Khandu Mahale, Age ___ years, PAN: _____,
- 56) Mr. Pandurang Kisan Sawant, Age ___ years, PAN: _____,
- 57) Mr. Dattatray Gulab Mandale, Age ___ years, PAN: _____,
- 58) Mr. Ramakant Govind Kothavale, Age ___ years, PAN: _____,
- 59) A) Mr. Santosh Ramesh Joshi, Age ___ years, PAN: _____,
B) Mrs. Rashmi Santosh Joshi, Age ___ years, PAN: _____,
- 60) Mr. Pradeep Eknath Sarfare, Age ___ years, PAN: _____,
Building A- 4
- 61) Mrs. Kiran Amey Matondkar, Age ___ years, PAN: _____,
- 62) Mr. Sudhir Pandurang Bachhav, Age ___ years, PAN: _____,
- 63) Smt. Saraswati Gunaji Parab, Age ___ years, PAN: _____,
- 64) Mr. Ameya Mahadeo Uttekar, Age ___ years, PAN: _____,
- 65) A) Mr. Nitin Prabhakar Shahane, Age ___ years, PAN: _____,
B) Mrs. Nita Anil Panchal, Age ___ years, PAN: _____,
- 66) A) Mr. Jitendra Sawant, Age ___ years, PAN: _____,
B) Mrs. Darshana J. Sawant, Age ___ years, PAN: _____,
C) Mr. Mohan D. Sawant, Age ___ years, PAN: _____,
- 67) Mr. Kishor Shankarrao More, Age ___ years, PAN: _____,
- 68) Mr. Ganesh Daji Jadhav, Age ___ years, PAN: _____,
- 69) Mr. Sanjeev Pullaraj Rao, Age ___ years, PAN: _____,
- 70) Mrs. Snehal S. Dalvi, Age ___ years, PAN: _____,
- 71) Mrs. Divya Dnyaneshwar Sawant, Age ___ years, PAN: _____,
- 72) Dr. Bharat Vaman Lilavati Parab, Age ___ years, PAN: _____,
- 73) Mr. Arvind Baburao Surve, Age ___ years, PAN: _____,
- 74) Smt. Pratibha Prakash Parab, Age ___ years, PAN: _____,
- 75) Mrs. Sunita Purushottam Gaonkar, Age ___ years, PAN: _____,
Building B-1
- 76) Mr. Chandrashekhar Murlidhar Yerawar, Age ___ years, PAN: _____,
- 77) Mr. Kisan Balu Pawar, Age ___ years, PAN: _____,
- 78) Mr. Pandit Shantaram Bandkar, Age ___ years, PAN: _____,
- 79) Smt. Kaveri Rajaram Dawkhar, Age ___ years, PAN: _____,
- 80) Mr. Chandrashekhar Murlidhar Yerawar, Age ___ years, PAN: _____,

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This draft can be further modified by both the parties.

- 81) Mrs. Vrinda Krishnakumar Joshi, Age ___ years, PAN: _____,
- 82) Mr. Vrajiksha Naranyan Puthran, Age ___ years, PAN: _____,
- 83) Mrs. Neelam Vithoba Sarang, Age ___ years, PAN: _____,
- 84) A) Mr. Sachin Laxman Joshi, Age ___ years, PAN: _____,
B) Mr. Sameer Laxman Joshi, Age ___ years, PAN: _____,
- 85) A) Mrs. Sheetal Hemant Patade, Age ___ years, PAN: _____,
B) Mr. Hemant Manohar Patade, Age ___ years, PAN: _____,
- 86) Mrs. Muktabai Sadashiv Bhosale, Age ___ years, PAN: _____,
- 87) Mr. Amit S. Thakkar, Age ___ years, PAN: _____,
- 88) Mr. Pramod Pandurang Shinde, Age ___ years, PAN: _____,
- 89) Smt. Ashwini Ashok Sawant, Age ___ years, PAN: _____,
- 90) A) Mr. Sanjay Warang, Age ___ years, PAN: _____,
B) Mrs. Shruti Sanjay Warang, Age ___ years, PAN: _____,
- 91) A) Mr. Keshav G. Acharya, Age ___ years, PAN: _____,
B) Mrs. Leelavati Keshav Acharya, Age ___ years, PAN: _____,
- 92) Mr. Vinayak Vasant Gadkar, Age ___ years, PAN: _____,
- 93) Smt. Taramati Haribhau Telange, Age ___ years, PAN: _____,
- 94) Mr. Chandrakant Prabhakar Warang, Age ___ years, PAN: _____,
- 95) Mrs. Ekantika Eknath Pawar, Age ___ years, PAN: _____,
- Building B-2
- 96) A) Smt. Suchela Ashok Kulkarni, Age ___ years, PAN: _____,
B) Mr. Ashok Dattatray Kulkarni, Age ___ years, PAN: _____,
- 97) Mr. Shrikant Bapu Golatkar, Age ___ years, PAN: _____,
- 98) A) Mr. Ajay Shankar Mohite, Age ___ years, PAN: _____,
B) Mrs. Anagha Ajay Mohite, Age ___ years, PAN: _____,
- 99) Mr. Suhas Vishnu Rane, Age ___ years, PAN: _____,
- 100) A) Mrs. Rashmi Ravindra Jadhav, Age ___ years, PAN: _____,
B) Mr. Ravindra Jadhav, Age ___ years, PAN: _____,
- 101) Mr. Ramchandra Bhikaji Kadam, Age ___ years, PAN: _____,
- 102) Mrs. Prafull Pandurang Prabalkar, Age ___ years, PAN: _____,
- 103) Mr. Pandurang Namdeo Prabalkar, Age ___ years, PAN: _____,
- 104) A) Mr. Subhash B Kadam, Age ___ years, PAN: _____,
B) Mrs. Smita Subhas Kadam, Age ___ years, PAN: _____,

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This draft can be further modified by both the parties.

- 105) Smt Ashwini Ashok Shinde, Age ____ years, PAN: _____,
- 106) Mr. Aditya Vijay Mhatre, Age ____ years, PAN: _____,
- 107) Mr. Suresh Venkatraman Ransubhe, Age ____ years, PAN: _____,
- 108) Mr. Babaji Narayan Morye, Age ____ years, PAN: _____,
- 109) A) Mr. Sameer Shantaram Lahane, Age ____ years, PAN: _____,
B) Mrs. Harsha Sameer Lahane, Age ____ years, PAN: _____,
- 110) Mr. Santosh Bajirao Chougule, Age ____ years, PAN: _____,
- 111) Mr. Mukund Vinayak Deshpande, Age ____ years, PAN: _____,
- 112) A) Mr. Bhagyashree Narendra Dalvi, Age ____ years, PAN: _____,
B) Mrs. Narendra Chandrakant Dalvi, Age ____ years, PAN: _____,
- 113) Smt. Devikibai Sitaram Shah, Age ____ years, PAN: _____,
- 114) Mr. Vilas Gopal Vahalkar, Age ____ years, PAN: _____,
- 115) Mrs. Subhada Vilas Vahalkar, Age ____ years, PAN: _____,
- Building B-3
- 116) Mr. Sanjay Rajaram Lad, Age ____ years, PAN: _____,
- 117) Mr. Mohan Vithoba Kambil, Age ____ years, PAN: _____,
- 118) Mr. Sharad Rajaram Palve, Age ____ years, PAN: _____,
- 119) Mr. Suresh A Ghag, Age ____ years, PAN: _____,
- 120) Mr. Jinendra Shridhar Patil, Age ____ years, PAN: _____,
- 121) A) Mrs. Rutuja Rajesh Powale, Age ____ years, PAN: _____,
B) Mr. Rajesh Arvind Powale, Age ____ years, PAN: _____,
- 122) Mr. Ranjana Amdadas Sable, Age ____ years, PAN: _____,
- 123) Mr. Ashok Harishchandra More, Age ____ years, PAN: _____,
- 124) A) Mr. Naresh Krishna Dhuri, Age ____ years, PAN: _____,
B) Mrs. Neeta Naresh Dhuri, Age ____ years, PAN: _____,
- 125) Mr. Gaurav Gajanan Desai, Age ____ years, PAN: _____,
- 126) A) Mrs. Bhagyashree Sagar Mahadik, Age ____ years, PAN: _____,
B) Mr. Sagar Mahadik, Age ____ years, PAN: _____,
- 127) Smt. Padmalata Rajkumar Acharekar, Age ____ years, PAN: _____,
- 128) Mr. Pramod Sitaram Jadhav, Age ____ years, PAN: _____,
- 129) Mr. Jaywant Shankarrao Rane, Age ____ years, PAN: _____,
- 130) Mr. Shantaram Yashwant Gaikwad, Age ____ years, PAN: _____,
- 131) Mr. Nandkumar Gurudas Bahire, Age ____ years, PAN: _____,

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This draft can be further modified by both the parties.

- 132) Smt. Seema Satish Rane, Age ___ years, PAN: _____,
 133) Mr. Chaitanya Dnyandev Pol, Age ___ years, PAN: _____,
 134) MrDhanpal Narayan Salian, Age ___ years, PAN: _____,
 135) Smt. Shailaja Dattaram Salvi, Age ___ years, PAN: _____,

Building B-4

- 136) Mr. Nitin Shivram Naik, Age ___ years, PAN: _____,
 137) A) Mr. Damodar Waman Vichare, Age ___ years, PAN: _____,
 B) Mrs Jyoti DamodarVichare, Age ___ years, PAN: _____,
 138) Mr Santosh Rajaram Shinde, Age ___ years, PAN: _____,
 139) Mr. Pradip Narayan Shirodkar, Age ___ years, PAN: _____,
 140) A) MrsSareka Umesh Sawardekar, Age ___ years, PAN: _____,
 B) Mr. Umesh B. Sawardekar, Age ___ years, PAN: _____,
 141) Mrs. Anuja Sachin.Yerapale, Age ___ years, PAN: _____,
 142) Smt. Sumedha Sudhir Surve, Age ___ years, PAN: _____,
 143) MrVitthal Ramchandra Sonavane, Age ___ years, PAN: _____,
 144) A) Mr. Hemant Ramesh More, Age ___ years, PAN: _____,
 B) Mrs Deepa Hemant More, Age ___ years, PAN: _____,
 145) Mr Eknath Vishnu Mhatre, Age ___ years, PAN: _____,
 146) Mr. Sambhaji Ganpatrao Gujar, Age ___ years, PAN: _____,
 147) Mr. Subhash M. Shinde, Age ___ years, PAN: _____,
 148) Mr. Shridhar Sitaram Pawar, Age ___ years, PAN: _____,
 149) Mr. Bhaskar Narayan Shetye, Age ___ years, PAN: _____,
 150) Mr! Shyam Ramrao Korde, Age ___ years, PAN: _____,
 151) A) Mr Ravindra S Kale, Age ___ years, PAN: _____,
 B) Mrs Ranjana Ravindra Kale, Age ___ years, PAN: _____,
 152) Mr. Jitendra Subhash Gujarathi, Age ___ years, PAN: _____,
 153) Mr. Arvind Abajirao More, Age ___ years, PAN: _____,
 154) Mr. Pandurang Gokul Patil, Age ___ years, PAN: _____,
 155) Mr. Deepak Shantaram Lagad, Age ___ years, PAN: _____,

Building C-1

- 156) Mr Paresb Dharamesh Gor, Age ___ years, PAN: _____,
 157) Mr. Shyam N Phadte, Age ___ years, PAN: _____,
 158) Mrs. S. S. Gangadhare, Age ___ years, PAN: _____,

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- 159) Mrs. Sangita Venkatramana Murthy Gadepally, Age ____ years, PAN: _____,
- 160) Mr. Sunil Balkrishna Rasal, Age ____ years, PAN: _____,
- 161) Mr. Suresh M Parab, Age ____ years, PAN: _____,
- 162) A) Mrs. Renuka Santosh Kale, Age ____ years, PAN: _____,
B) Mr. Santosh Hanumant Kale, Age ____ years, PAN: _____,
- 163) Mr. Vishwanath Ambaji Tambe, Age ____ years, PAN: _____,
- 164) Mrs. Rashmi Ramesh Dalvi, Age ____ years, PAN: _____,
- 165) Mr. Babu Damu Shigwan, Age ____ years, PAN: _____,
- 166) Mr. Sunil Bhagwanrao Shelar, Age ____ years, PAN: _____,
- 167) Mr. Santosh Dattatray Ambetkar, Age ____ years, PAN: _____,
- 168) Mrs. Kunda Krishna Dhuri, Age ____ years, PAN: _____,
- 169) Mrs. Meghana Umesh Kamat, Age ____ years, PAN: _____,
- 170) Mr. Narayan B. Ambre, Age ____ years, PAN: _____,
- 171) Mr. Anand Rajan Katrapawar, Age ____ years, PAN: _____,
- 172) A) Mr. Satyawan J Koyande, Age ____ years, PAN: _____,
B) Mrs. Shraddha S. Koyande, Age ____ years, PAN: _____,
- 173) Mrs. Snehal Suresh Saluke, Age ____ years, PAN: _____,
- 174) A) Mr. Gurudas Mahadev Shetye, Age ____ years, PAN: _____,
B) Mrs. Shailaja Gurudas Shetye, Age ____ years, PAN: _____,
- 175) Mr. Ramesh Raghunath Sawant, Age ____ years, PAN: _____,
- Building - C-2
- 176) Mr Balkrishna Yashawant Chavan, Age ____ years, PAN: _____,
- 177) Mr Nandakumar Shantaram Nagavekar, Age ____ years, PAN: _____,
- 178) A) Mr Shubham Sandeep Sawant, Age ____ years, PAN: _____,
B) Mrs Manisha Sandeep Sawant, Age ____ years, PAN: _____,
- 179) Smt. Amala S. Das, Age ____ years, PAN: _____,
- 180) Mr Amol Dilip Patil, Age ____ years, PAN: _____,
- 181) Mr Anil Dattatray Lanjekar, Age ____ years, PAN: _____,
- 182) A) Mrs Manisha V Zemse, Age ____ years, PAN: _____,
B) Smt Mayuri Mukund Chandane, Age ____ years, PAN: _____,
- 183) Mr Girish ShivramDeoji, Age ____ years, PAN: _____,
- 184) Mr Pradeep Prabhakar Mhamunkar, Age ____ years, PAN: _____,

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- 185) A) Mr Umesh M Sarang, Age ____ years, PAN: _____,
B) Mrs Neha Umesh Sarang, Age ____ years, PAN: _____,
- 186) A) Mrs Aditi Prakash Dalvi, Age ____ years, PAN: _____,
B) Mr Vikram P Dalvi, Age ____ years, PAN: _____,
- 187) Mr Ganesh Narayan Wadekar, Age ____ years, PAN: _____,
- 188) Mrs Yogita Raghuvver Bagul, Age ____ years, PAN: _____,
- 189) Mr Balakrishna Ashok Sawant, Age ____ years, PAN: _____,
- 190) Mr Girish Laxman Sawant, Age ____ years, PAN: _____,
- 191) A) Mr Vijay Kailash Patil, Age ____ years, PAN: _____,
B) Mrs Pratibha Vijay Patil, Age ____ years, PAN: _____,
- 192) Mrs Diksha Umakant Shirke, Age ____ years, PAN: _____,
- 193) Mr Kiran Ramchandra Irap, Age ____ years, PAN: _____,
- 194) A) Mrs Snehal Suresh Salunke, Age ____ years, PAN: _____,
B) Mr Suresh Atmaram Salunke, Age ____ years, PAN: _____,
- 195) A) Mr Sanket M Bugade, Age ____ years, PAN: _____,
B) Mrs Arohi Sanket Bugade, Age ____ years, PAN: _____,
Building C-3
- 196) Mr. Ajit Dattatray Majgaonkar, Age ____ years, PAN: _____,
- 197) A) Mr. Nitin Baliram Sawardekar, Age ____ years, PAN: _____,
B) Mrs. Priyanka Nitin Sawardekar, Age ____ years, PAN: _____,
- 198) Mr. Shirish Krishnarao Patil, Age ____ years, PAN: _____,
- 199) Mr. Madhukar Pramod Rajadhyaksha, Age ____ years, PAN: _____,
- 200) Mrs. Gauri Gangadhar Harchekar, Age ____ years, PAN: _____,
- 201) Mr. Sanjay Deshpande, Age ____ years, PAN: _____,
- 202) Mr. Devidas Panddharinath Dandgaonkar, Age ____ years, PAN: _____,
- 203) Mr. Amol Anant Lad, Age ____ years, PAN: _____,
- 204) Smt. Vidya V Zemse, Age ____ years, PAN: _____,
- 205) Smt. Pratibha Jayram Sonavale, Age ____ years, PAN: _____,
- 206) A) Mr. Milind R Karulkar, Age ____ years, PAN: _____,
B) Mrs. Rohini Milind Karulkar, Age ____ years, PAN: _____,
- 207) Mr. Rajendra Gopal Gaikwad, Age ____ years, PAN: _____,
- 208) Mr. Vishnu Kamlakar Deshmane, Age ____ years, PAN: _____,
- 209) Mr. Manoj Madhukar Dakwe, Age ____ years, PAN: _____,

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This draft can be further modified by both the parties.

- 210) Mr. Sakaram Balaji Chavan, Age ____ years, PAN: _____,
 211) Mr. Vithoba Laxman Bandkar, Age ____ years, PAN: _____,
 212) Mr. Satish Krishna Nikam, Age ____ years, PAN: _____,
 213) Smt. Suman Basantlal Vishwakarma, Age ____ years, PAN: _____,
 214) Mr. Padmakar Gangaram Masurekar, Age ____ years, PAN: _____,
 215) Mrs. Neha Jayendra Bhosale, Age ____ years, PAN: _____,

Building C-4

- 216) Mr. Nandkumar Anant Joshi, Age ____ years, PAN: _____,
 217) Mr. Mahesh Ganpat Posam, Age ____ years, PAN: _____,
 218) Smt. Suchita Balkrishna Sawant, Age ____ years, PAN: _____,
 219) Mr. Shivkant Shivlingappa Korke, Age ____ years, PAN: _____,
 220) Mr. Yashwant Baboo More, Age ____ years, PAN: _____,
 221) Mr. Shashikant Dattu Chaudhari, Age ____ years, PAN: _____,
 222) A) Smt. Smita Vasudev Desai, Age ____ years, PAN: _____,
 B) Smt. Meghana Umesh Kamat, Age ____ years, PAN: _____,
 223) Mr. Mahendra Ankush Sagvekar, Age ____ years, PAN: _____,
 224) Mrs. Sunanda Shridhar Joshi, Age ____ years, PAN: _____,
 225) Mr. Prabhakar Shridhar Joshi, Age ____ years, PAN: _____,
 226) Mr. Vinod Parshuram Bhagat, Age ____ years, PAN: _____,
 227) Mr. Pramod Savlaram Gaikwad, Age ____ years, PAN: _____,
 228) Mr. Samir Nikantha Jadhav, Age ____ years, PAN: _____,
 229) Smt. Sunita Raju Rudraksha, Age ____ years, PAN: _____,
 230) Mr. Mahesh Prabhakar Kadam, Age ____ years, PAN: _____,
 231) Smt. Ratnamala Dattatray Sarang, Age ____ years, PAN: _____,
 232) Mr. Prashant Yashwant Vichare, Age ____ years, PAN: _____,
 233) A) Mr. Chandrakant Ramesh More, Age ____ years, PAN: _____,
 B) Mrs. V.C More, Age ____ years, PAN: _____,
 234) Mrs. Prabhavatee Tukaram Pawar, Age ____ years, PAN: _____,
 235) Mr. Arun Chandrakant Budge, Age ____ years, PAN: _____,

Building C-5

- 236) Smt. Ulka Ulhas Amber, Age ____ years, PAN: _____,
 237) Mrs. Bhagyashree Ravindra Patil, Age ____ years, PAN: _____,
 238) Mr. Chaitanya Shrikant Kulkarni, Age ____ years, PAN: _____,

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This draft can be further modified by both the parties.

- 239) A) Mr. Sandeep Chandrakant More, Age ____ years, PAN: _____,
B) Mr Sanjay Chandrakant More, Age ____ years, PAN: _____,
- 240) A) Mr. Kishor Kamlakar Sawant, Age ____ years, PAN: _____,
B) Smt. VanitaKamlakar Sawant, Age ____ years, PAN: _____,
- 241) Smt. Asha Ramchandra Pawar, Age ____ years, PAN: _____,
- 242) A) Mrs. Poonam Rohan Gujare, Age ____ years, PAN: _____,
B) Mr. Rohan SuhasGujare, Age ____ years, PAN: _____,
- 243) A) Mr. Sanjay Chandrakant Mane, Age ____ years, PAN: _____,
B) Mr. Sandeep Chandrakant Mane, Age ____ years, PAN: _____,
- 244) Mr. Sanjay Gangaram Janawalekar, Age ____ years, PAN: _____,
- 245) Mr. Ravikiran Purshottam Rajguru, Age ____ years, PAN: _____,
- 246) Smt. Archana Arvind Sawant, Age ____ years, PAN: _____,
- 247) Mr. Shrikant Madhav Kelkar, Age ____ years, PAN: _____,
- 248) Mr. Aadikrao Yashwant Patil, Age ____ years, PAN: _____,
- 249) A) Mr. Shailesh Balchandra Sadekar, Age ____ years, PAN: _____,
B) Mrs. Shilpa Shailesh Sadekar, Age ____ years, PAN: _____,
- 250) Mr. Mohammed Dawood Noor Mohammad Vora, Age ____ years, PAN: _____,
- 251) A) Mr. Yogesh Vishwanath Sangale, Age ____ years, PAN: _____,
B) Mrs. Arhana Yogesh Sangale, Age ____ years, PAN: _____,
- 252) Mr. Rattu Vithoba Zele, Age ____ years, PAN: _____,
- 253) Mr. Sandeep Suresh Raorane, Age ____ years, PAN: _____,
- 254) A) Mr. Bhavesh Satish Parlikar, Age ____ years, PAN: _____,
B) Mrs. Ashwini Bhavesh Parlikar, Age ____ years, PAN: _____,
- 255) A) Mr. Bhavesh Satish Parlikar, Age ____ years, PAN: _____,
B) Mrs. Ashwini Bhavesh Parlikar, Age ____ years, PAN: _____,
- 256) Mr. Chandrakant Atmaram Sawant, Age ____ years, PAN: _____,
- 257) A) Mr. Mandar Vijay Gadkari, Age ____ years, PAN: _____,
B) Mrs. Nalini V Gadkari, Age ____ years, PAN: _____,
- 258) Mr. Clara D'souza, Age ____ years, PAN: _____,
- 259) Mr. Nilesh Keshav Bhosale, Age ____ years, PAN: _____,
- 260) A) Mrs. Swati Prasad Vaidya, Age ____ years, PAN: _____,
B) Mr. Prasad Gajanan Vaidya, Age ____ years, PAN: _____,

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- 261) Mr. Ramanand B Padelkar, Age ____ years, PAN: _____,
Building D
- 262) Dr. Shashikant Rajaram Shinde, Age ____ years, PAN: _____,
- 263) Mrs. S. S Kadam, Age ____ years, PAN: _____,
- 264) Mr. Sandeep Vasant Natekar, Age ____ years, PAN: _____,
- 265) Mr. Chandrakant Narayan Gaikwad, Age ____ years, PAN: _____,
- 266) Mr. Nilesh Sambhaji Rane, Age ____ years, PAN: _____,
- 267) Mr. Rajeev Sambhaji Rane, Age ____ years, PAN: _____,
- 268) A) Mr. Anand Dinkar Kulkarni, Age ____ years, PAN: _____,
B) Mrs. Minal Anand Kulkarni, Age ____ years, PAN: _____,
- 269) A) Mr. Sharad Ganpat Dalvi, Age ____ years, PAN: _____,
B) Mrs. Madhura Sachin Jagtap, Age ____ years, PAN: _____,
- 270) Mrs. Priya Prakash Bawadekar, Age ____ years, PAN: _____,
- 271) Mr. Rajaram Bapu Patil, Age ____ years, PAN: _____,
- 272) Mr. N V Kethu, Age ____ years, PAN: _____,
- 273) Mr. Bhikaji Duttaram Parab, Age ____ years, PAN: _____,
- 274) Mr. Mahendra Vishwakarma, Age ____ years, PAN: _____,
- 275) A) Mr. Vijay Surba Thakur, Age ____ years, PAN: _____,
B) Mrs. Snehal Vijay Thakur, Age ____ years, PAN: _____,
- 276) A) Mrs. Sulekhana Narendra Pingle, Age ____ years, PAN: _____,
B) Mr Narendra Pingle, Age ____ years, PAN: _____,
- 277) A) Mr. Gokulnath Vishnu Kethu, Age ____ years, PAN: _____,
B) Mrs Bhuvaneshwari Gokulnath Kethu, Age ____ years, PAN: _____,
- 278) Mr Satish E Shirsat, Age ____ years, PAN: _____,
- 279) A) Mrs Sae S Desai, Age ____ years, PAN: _____,
B) Mr Shekhar J Desai, Age ____ years, PAN: _____,
- 280) Mr. Siddharth Gunaji Dhuri, Age ____ years, PAN: _____,
Mr. Vinayak K Dani, Age ____ years, PAN: _____,

all residing at Raghukul Co-Operative Housing Society Ltd, Gut No. 53(P), Parsik Gaon, Kalwa, Taluka and District- Thane, hereinafter collectively referred to as the **"CONFIRMING PARTY"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed

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to mean and include their respective heirs, executors, administrators and assigns) **OF THE THIRD PART.**

The Society, Confirming Party and the Developers shall jointly and collectively be referred to as "Parties" and individually as the "Party".

WHEREAS:

- A. The Said Society is the sole and exclusive owner of and otherwise well and sufficiently entitled to all that pieces and parcels of land bearing Gut No. 53/1 admeasuring 12630 square meters ("Raghukul Plot") lying, being and situate at Village Parsik, Taluka and District Thane, registration district and Sub-District Thane and also within the limits of Thane Municipal Corporation. The Raghukul Plot is more particularly described in the Schedule - I hereunder written.
- B. One Mr. Kaluram Budhaji Patil and others are the original owners and the Said Society is well and sufficiently entitled to all that pieces and parcels of land bearing Gut No. 53/2 admeasuring in aggregate 1230 1214 square meters ("Patil Plot") lying, being and situate at Village Parsik, Taluka and District Thane, registration district and Sub-District Thane and also within the limits of Thane Municipal Corporation. The Patil Plot is more particularly described in the Schedule - II hereunder written.
- C. The layout and building plan has been sanctioned by amalgamating Raghukul Plot and Patil Plot. The Raghukul Plot and Patil Plot are hereinafter collectively referred to as the **"SAID PLOT"**.
- D. The Said Plot has been naturally sub-divided into 4 sub-plots by 25 meters wide D.P. Roads and 15 meters wide D.P. Road. The Said Society is the owner of the 14 Buildings standing on the Said Plot.
- E. The details of Sub-Division of various plots, Buildings standing on each sub-divided Plot and the details of units forming part of the respective buildings are as under:

Comment [MA2]: We have considered higher area as mentioned as mentioned in 7/12 extracts and mutation entry. The application for deemed conveyance is also for 1230 sq. mtrs.

Sr.	Sub-Plot	Area	of	Building Nos. and	Total units in the
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no.	no.	plot in Sq. meters	floors	respective Building
1.	Plot A		A1 - Ground + 4 Upper floors.	20 Residential units
			A2 - Ground + 4 Upper floors.	20 Residential units
			A3 - Ground + 4 Upper floors.	20 Residential units
			A4-- Ground + 3 Upper floors	15 Residential units
2.	Plot B		B1, Ground + 4 Upper floors	20 Residential units
3.			B2, Ground + 4 Upper floors	20 Residential units
4.			B3, Ground + 4 Upper floors	20 Residential units
5.			B4 Ground + 4 Upper floors	20 Residential units
6.	Plot C		C1, Ground + 4 Upper floors	20 Residential units
7.			C2, Ground + 4 Upper floors	20 Residential units
8.			C3, Ground + 4 Upper floors	20 Residential units
9.			C4, Ground + 4 Upper floors	20 Residential units
10.			C5 Ground + 6 Upper floors	26 Residential units
11.	Plot D		D Ground + 4 Upper floors	20 Residential units

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- F. The Plot A, B and D exclusively forms part of Raghukul Plot while Plot C has been created by amalgamating Patil Plot and portion of Raghukul Plot. The Parties shall carry out government survey and derive the exact areas under D.P. Road and reservations if any.
- G. The area affected by 25 metres wide DP roads and 15 metres wide DP road and RG reservation No. 23 was handed over to Thane Municipal Corporation by declaration dated 18/05/2015, which is duly registered with the Sub- Registrar of Assurances Thane at serial no. TNN-9-3384/2015 however the process of transfer of Said Property in favour of Thane Municipal Corporation is incomplete. The society is well and sufficiently entitled to complete the process of surrender of the area affected by DP roads and RG and avail FSI in the form of development rights by surrender of such affected portion.
- H. The Said Plot along with the structures standing thereon are hereinafter collectively referred to as the **"SAID PROPERTY"** and more particularly described in the Schedule - III hereunder written. The Said Society is in exclusive use and occupation the Said Property.
- I. **Brief History of the Said Property:**
- i. The Said Plot originally formed part of the larger land bearing Gut No. 53(P) and having old Survey no. 3, Hissa No. 4, Survey No. 11, Hissa No. 1, 3 and Survey No. 101 Hissa No. 1 admeasuring in aggregate 15367 square yards equivalent to 12848.7 square meters ("Said Larger Property").
 - ii. The Said Larger Property was originally owned by Mr. Govind Janu Bhoir.
 - iii. Devaji Govindji, Kanji Govindji and Maganlal Govindji all minors, through their legal guardian Lakhmibai Govindji and Gangadas Pranjivandas executed Reconveyance Deed dated February 20, 1933 in favour of Mr. Chandrakant alias Chandrya Ramji Kawale and Mr. Harichandra Ramji Kawale and cancelled Mortgage Deed dated July 11, 1914.

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- iv. Chandrakant alias Chandrya Ramji Kawale for self and as legal guardian of Rajaram Chandrya Kawale, Harichandra Ramji Kawale and Smt. Bamibai Ramji Kawale executed conditional Sale Deed for the period of 10 years dated May 16, 1933 in favour of Mr. Govind Janu Bhoir in respect of the Said Larger Property on condition that on repayment of sum of Rs. 900/- the Said Property shall be conveyed back in their favour.
- v. On basis of the oral statement given by Smt. Nagibai Govind Bhoir and Mr. Krushna Govind Bhoir the Said Property was recorded in the name of Mr. Chandrakant alias Chandrya Ramji Kawale.
- vi. Mr. Chandrakant alias Chandrya Ramji Kawale demised on June 21, 1977, leaving behind him his legal heirs 1) Mr. Anant Chandrakant Kawale, 2) Mr. Dattatray Chandrakant Kawale, 3) Mr. Rajaram Chandrakant Kawale, 4) late Mr. Dwarkanath Chandrakant Kawale, 5) Mrs. Parvatibai Tukaram Patil, accordingly their names were recorded in the Record of Rights.
- vii. Mr. Dwarkanath Chandrakant Kawale demised on June 15, 1973 leaving behind him his legal heirs 1) Smt. Mirabai Dwarkanath Kawale, 2) Mr. Vijay Dwarkanath Kawale, 3) Mr. Ashwin Dwarkanath Kawale, 4) Mrs. Ranjana Sudhakar Mhatre, 5) Mrs. Sharda Suresh Patil, 6) Mr. Devaka Dwarkanath Kawale, 7) Ms. Vanita Dwarkanath Kawale, 8) Smt. Hemlata Dwarkanath Kawale, accordingly their names were recorded in the Record of Rights.
- viii. Mr. Rajaram Chandrakant Kawale demised on September 23, 1980 leaving behind him his legal heirs 1) Smt. Vatsalabai Rajaram Kawale, 2) Mr. Vilas Rajaram Kawale, 3) Mr. Kailas Rajaram Kawale, 4) Mrs. Snehalata Arvind Patil, 5) Mrs. Sugandha Gurunath Chaudhary, and 6) Mrs. Chaya Munde, accordingly their names were recorded in the Record of Rights.

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- ix. 1) Smt. Vatsalabai Rajaram Kawale, 2) Mr. Vilas Rajaram Kawale, 3) Mr. Kailas Rajaram Kawale, 4) Mrs. Snehalata Arvind Patil, 5) Mrs. Sugandha Gurunath Chaudhary, 6) Mrs. Chaya Munde, 7) Mr. Datatray Chandrakant Kawale, 8) Smt. Meera Dwarkanath Kawale transferred and conveyed portion admeasuring 1214 square meters from and out of the Said Larger Property (Patil Plot) in favour of Mr. Kaluram Budhaji Patil by executing Sale Deed dated May 6, 1983.
- x. By Release Deed dated February 9, 1989 1) Mrs. Ramabai Harishchandra Kawale, 2) Mrs. Muktibai R. Patil, 3) Mrs. Kantibai Subhash Vaskar and 4) Mrs. Vimal Vasudev Patil released their undivided share, right, title and interest in the Said Larger Property in favour of 1) Mr. Anant Ramchandra Kawale, 2) Mr. Dattatray Ramchandra Kawale, 3) Mrs. Parvati Tukaram Patil, 4) Mrs. Vatsala Rajaram Kawale and 5) Mr. Vilas Rajaram Kawale.
- xi. Mr. Anant Chandrakant Kawale and 16 others had agreed to transfer and sale the said Raghukul Plot in favour of Mrs. Mithilesh Rajdeep Sharma.
- xii. By Conveyance deed dated February 14, 1989 Mr. Anant Chandrakant Kawale and 16 others in confirmation with Mrs. Mithilesh Rajdeep Sharma transferred and conveyed the said Raghukul Plot in favour of M/s. Raghukul Co-operative Housing Society (Proposed). The aforesaid Conveyance deed is duly registered with the Sub-Registrar of Assurances Thane at serial no. _____.

J. The Competent Authority passed an order under section 8(4) of Urban Land (Ceiling and Regulation) Act, 1976 vide no.ULC/TA/PARSIK/ SR-83 dated April 28, 1992 and thereby declared the Raghukul Plot to be Retention Land.

K. The Competent Authority also passed an order under section 8(4) of Urban Land (Ceiling and Regulation) Act, 1976 vide no.

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ULC/TA/2/KAVI/91 dated July 16, 1994 and thereby declared that the Patil Plot being less than the prescribed limit and holding of the landowners being less than the said Limit, the provisions of Urban Land (Ceiling and Regulation) Act 1976 do not apply to the Patil Plot.

- L. The Collector, Thane granted permission to use the Raghukul Plot for non-agricultural purpose by order dated March 18, 1994 bearing order No. Mahasul/Ka-1/Te-1/NP/SR-38/1994.
- M. The Collector, Thane granted permission to use the Patil Plot for non-agricultural purpose by order dated October 18, 1995 bearing order No. Mahasul/Kaksh-1/Te-1/NP/SR-116/1995.
- N. Mr. Raghunath Vithoba Nikam as the Chief Promoter of the Raghukul Co-operative Housing Society (Proposed) executed Agreement dated January 31, 1994 in favour of M/s. Vikram Builders represented by its partner Mr. Ravindra Kashinath Patil ("Vikram Builders") appointing them as contractor to construct and develop buildings each comprising of ground + 3 upper floors or Ground + 4 upper floors as per the plans passed by the Thane Municipal Corporation.
- O. By commencement Certificate dated February 19, 1994 bearing no. VP. No. 89/285/TMC/TDD/3661 and revised Commencement Certificate dated May 02, 1994 bearing no. VP. No. 89/285/TMC/TDD/322 and TMC/TDD/1380 dated August 11, 1994 the Thane Municipal Corporation (Planning Authority) granted permission to construct 13 buildings on the Raghukul Property as per the approved plans and permissions.
- P. **"RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LTD"** (Said Society) came to be registered under Maharashtra Co-operative Societies Act, 1960, vide Registration No. T.N.A.(TNA)/H.S.G./(T.C.)/6697/94-95 dated- April 22, 1994.
- Q. The Said Society comprising of 276 original members had allotted flats to its members in the following manner:

Sr. No.	Name of Member/ Allottee	Building No. and Flat No	Date of Allotment
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- R. By Agreement dated March 07, 1995 Mr. Kaluram Budhaji Patil, Mr. Sharad Budhaji Patil, Mr. Ashok Budhaji Patil and Mr. Rajendra Budhaji Patil granted the development rights of the Patil Plot in favour of the Vikram Builders. The aforesaid Development Agreement is duly registered with the Sub-Registrar of Assurances Thane at serial no. TNN-1/ 2279/1995.
- S. The Society amalgamated the Patil Plot with the Raghukul Plot and obtained permission for construction of building No. C-5 from Thane Municipal Corporation by letter dated 15/06/1995.
- T. As per the mutual understanding between the Vikram Builders and the Society, 9 flats in the building No. C-5 were allotted to the original members by the Society and balance 17 flats were allotted /sold by the Vikram Builders in favour of intending buyers by executing flat sale agreements in accordance with the provisions of Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963(MOFA).
- U. The construction and development on the Said Plot was completed in or around 1999. The Thane Municipal Corporation has granted Occupancy certificate for the Said Buildings under Amnesty Scheme in following manner :-
- Occupation Certificate V.P. no. 89/285/TMC/TDD/17 dated September 15, 2015 for Plot no. A Building no. A1, A2 and A3 each comprising of Ground + 4 Upper Floors.
 - Occupation Certificate V.P. no. 89/285/TMC/TDD/18 dated September 15, 2015 for Plot no. C Building no. C5 comprising of

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Y. The Said Society and the Confirming Party do hereby state and confirm that all the testamentary and non-testamentary transfers of flats and membership are completely legal and valid and the due process of law has been followed while each of the transfers. The present members of the Said Society are the Confirming Party to the present agreement.

Z. The construction of said buildings was completed somewhere in the year 1995-1997. Over the period of time some of the present structures have faced various problems such as heavy leakage and seepage, cracks in the RCC frame and exposure of iron rods. Few members of the Society had to experience fall of ceiling plaster. Repairing the existing structures may not be a long-term solution considering the huge expenses required to be incurred for such repairs. The only viable option left with the Society and the Confirming Parties is to demolish and reconstruct/redevelop the said buildings.

AA. The Society and Confirming Party did not have financial resource, infrastructure and ability to redevelop the said buildings, therefore Society resolved to redevelop the Said Property by utilizing development potential of the Said Property as may be permitted under Unified Development Control and Promotion Regulations, 2020 (UDCPR). The Society in its General Body Meeting held on 10/05/2022, has unanimously agreed to call for offers from prospective Developers with a view to get the best offer. Accordingly, the Said Society in its General Body Meeting dated August 29, 2021, invited sealed tenders from various developers for carrying out the redevelopment of the Said Plot.

Comment [P3]: Society to confirm

BB. The Society had invited tenders by Invitations published in the newspapers dated _____ and _____. However the initial tendering process was scrapped pursuant to the order of the District Deputy Registrar dated _____, and fresh tenders were invited by publishing the invitations in the newspapers the Times of India and Loksatta on _____.

Comment [P4]: Society to provide details and news papers and order copy

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CC. Pursuant to the invitation, the said Society received several offers from Builders and Developers, all offers were duly considered in subsequent Managing Committee Meetings and also in General Body Meetings of the Said Society.

DD. The Society at its Special General Body Meeting held on July 31, 2022 held in the presence of Authorised Officer Mr. Sanjay Shinde, Co-operative Officer, Grade-2, the representative of the Deputy Registrar, Co-operative Societies, passed a resolution for selecting the Developers herein for undertaking redevelopment of the said Property on the terms and conditions recorded in the initial bid which was amended from time to time. The said resolution was passed with requisite majority. The Society has complied with the guidelines/directives dated 04/07/2019 issued by the Government of Maharashtra under section 79 A of Maharashtra Co-operative Societies Act, 1960.

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EE. The Deputy Registrar of the Co-operative Societies by its order dated August 04, 2022 bearing no. Upani/Thane City/B-3/RaghukulCHS/Punavikas/ParvangiAdesh/2152/2022 approved the appointment of **M/s. Larkins Realtors (the Developers herein)** as Developers of the Said Property and granted permission to redevelop the Said Property.

FF. The Society issued its Letter of Intent dated August 15, 2022 to the Developers to appoint the Developers herein as the Developers of the Said Property.

GG. The Said Society and the Confirming Party do hereby state and confirm that the Said Patil Plot is recorded in the name of Mr. Kaluram Bhudaji Patil and three others and is in use of occupation of the Said Society. The Society do hereby undertake to complete the process of execution and registration of Deemed Conveyance/ Unilateral Conveyance in respect of the Patil Plot in favour of the Said Society.

HH. The Developers in consideration of redeveloping the Said Property, agreed to pay Corpus Fund and rent for temporary alternate accommodation to the Confirming Party and the parties are

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desirous to record the terms and conditions with respect to grant of the Development Rights of Said Property as under.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as under:

The recitals hereinabove contained, the Annexure/s and the Schedules herein shall form an integral part of this Agreement for Redevelopment and deemed to form a part of the Operative Part herein verbatim.

1. DEFINITIONS & INTERPRETATION

- 1.1 Agreement:-** Shall mean and include present Agreement executed between Society, Confirming Party and Developers herein which shall include recitals, schedules, annexure and all subsequent supplements and modifications thereto.
- 1.2 Said Buildings:-** means existing old 14 Buildings consisting of 281 Tenements constructed on the Said Plot.
- 1.3 D C Regulation:-** mean and include Unified Development Control and Promotion Regulations, 2020 as shall be amended from time to time and all other applicable rules and regulations and subsequent modifications, amendments and replacements thereof.
- 1.4 Free Sale Component:-** means Flats/Shops that would be available with the Developers for sale, lease, mortgage, gift, transfer and/or exchange without any reference to the society, Owners or Confirming Party.
- 1.5 Force Majeure:-** Force Majeure means the following events or combination of events or circumstances which are beyond the control of the Developers or which are not caused by the Developers or for which the Developers is not responsible or which adversely affects their ability to perform their obligations under this Agreement and are beyond the reasonable control of the Developers and which cannot: (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precaution and/or alternative

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measures, be prevented or caused to be prevented, and shall include the following:

- (a) acts of God i.e. fire, drought, flood, earthquake, volcanic eruptions, epidemic and pandemic, typhoons, hurricanes, storms, landslides, lightning, explosions and other natural disasters or calamities;
- (b) political / public strikes or lock outs by external agencies associated with the development;
- (c) prolonged failure of energy, revocation of approvals by, court orders / injunctions, change of laws, action and/or order by statutory and/or Governmental Authority, third party actions resulting in stoppage of the development;
- (d) non-availability of labor, cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries;
- (e) acquisition / requisition of the Said Property or any part or portion thereof by any Governmental Authority;
- (f) promulgation of or amendment in any Law or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts the Developers from proceeding with the development of the Said Property as envisaged herein;
- (g) acts of terrorism, civil commotion, sabotage, plagues, etc.; and war, war like conditions, blockades, embargoes, insurrection, directions of any Governmental Authority and intervention of defense authorities or any other agencies of government, riots which results in stoppage of the Development;
- (h) Any adverse order by Court resulting in stay/suspension of construction or development activities in the Said Property that is not attributable to the default of the Developer;
- (i) Delay in grant of sanction or certificates by planning authority or other concerned government authorities.

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- 1.6 **Gross Carpet Area :-** Shall mean and include Carpet area as defined under Real Estate (Regulation and Development) Act 2016 (RERA) and the area of cupboard, balcony and dry yard.
- 1.7 **Members:** - Members means the members of the Society (Confirming Party) or their legal heirs and nominees whose name shall be entered in the register maintained in form "I" & "J" of the society.
- 1.8 **New Members:** -New members shall mean purchasers of the constructed premises forming part of sale component from the Developer, who will become members of the said society after being nominated by the Developer.
- 1.9 **New Buildings:** -New Buildings mean and include buildings to be constructed by the Developers on the Said Plot as per the plans to be approved and sanctioned by the Thane Municipal Corporation or any concerned Government/ Local Authority.
- 1.10 **Phase:-** The Said Property shall be redeveloped in a phased manner wherein Plot A, B, C and D shall be treated as separate phases.
- 1.11 **Project Commencement Date:-** The concerned Phase shall be deemed to have commenced within 30 days from the receipt of Commencement Certificate for the concerned Phase or within 30 days from the demolition of all the old buildings forming part of concerned Phase by the Developers from the Society, whichever is later.

1.12 Interpretation

- a) Headings are for convenience only and shall not affect the interpretation of any provision of this Agreement;
- b) Where a word or phrase is defined, other parts of speech and grammatical forms and the cognate variations of that word or phrase shall have corresponding meanings;
- c) Words importing the singular shall include plural and vice versa;

whether it is
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PMC (AT RICHARD)

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- d) Recital, Annexure and Schedule shall form integral and operative part of this Agreement as if the same were set out and incorporated herein verbatim and in interpretation of this Agreement, it shall be read and construed in its entirety.
- e) All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neuter genders;
- f) Any reference to a "person" or "Persons" includes any individual, firm, corporation, partnership, company, trust, association, joint venture, government. A reference to any person in this Agreement shall, where the context permits, include such person's executors, administrators, heirs, legal representatives and successors in interest and permitted assigns.
- g) A reference to any document (including this Agreement) is to that document as amended from time to time;
- h) A reference to a statute or statutory provision includes, to the extent applicable at any relevant time that statute or statutory provision consolidated, modified, re-enacted or replaced by any other statute or statutory provision and any subordinate legislation or regulation made under the relevant statute or statutory provision;
- i) References to writing include any mode of reproducing words in a legible and non-transitory form;
- j) Words and abbreviations, which have well known technical or trade/commercial meanings are used in this Agreement in accordance with such meanings.
- k) Reference to an "amendment" includes a supplement, modification, novation, replacement or re-enactment and the term "amended" or "amend" is to be construed accordingly.
- l) The provisions contained in the Schedules hereunder written shall have effect in the manner as if they were specifically herein set forth and in the event of any inconsistency between

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the provisions contained in the Schedules and the operative part of this Deed, the provisions contained in the Schedules shall prevail.

2. REPRESENTATION BY THE OWNER, SOCIETY AND THE CONFIRMING PARTY:-

- 2.1** The Said Society is well and sufficiently entitled to the Said Property.
- 2.2** The Society is validly registered under the Maharashtra Co-operative Societies Act, 1960 and registration of the Society is subsisting, valid and not cancelled.
- 2.3** There are 281 tenements in the said buildings and their names are recorded in the Register of Members required to be maintained under Maharashtra Co-operative Societies Rules, 1961. The Society undertakes that the members joined herein as Confirming Party are the only eligible members of the Society and the Society shall not entertain and give effect to any transfer of shares/tenements by the said members hereafter without the prior consent of the Developers nor shall effect any change in the said list without the prior consent of the Developers. Developers at the request of Society will not unreasonably withhold request of Society to recognize such transfer of the membership to new member Subject to such new member acknowledging and confirming to be bound by this Agreement.
- 2.4** The Society is managed by the Managing Committee duly constituted by following due process under Maharashtra Co-operative Societies Act, 1960 and the bye-laws of the Society and has not been dissolved by any Court or Registrar or by any Judicial or Quasi-Judicial Authority.
- 2.5** The resolution dated July 31, 2022 was passed by the Society after following procedure as laid down in the byelaws of the Society and they have not entered into any Agreement for Sale or for grant of development right or any other right of the Said Property in favour of any third person.

Comment [P5]: This clause is essential

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- 2.6 The title of the Society in respect of Said Property is free, clear and marketable and that there are no outstanding encumbrances, mortgages, charges, claims or doubts on Said Property or any part or portion thereof.
- 2.7 There is no prohibitory order or attachment order or any liability in respect of the Said Property or any part thereof whereby after following the procedure as prescribed under the Maharashtra Co-operative Societies Act 1960, the rights of the Society to deal with the Said Property or any part thereof are in any manner affected.
- 2.8 There are no income tax, wealth tax, sales tax, gift tax or any other liabilities or proceedings initiated by the concerned authority whether for the recovery of the outstanding liabilities or pending in any competent court / forum or any decree has been passed against the Society or against the Said Property.
- 2.9 The Said Property is demarcated, surveyed and there is no dispute with respect to the boundary of the Said Property.
- 2.10 That they have not executed or performed any act, deed, matter or thing whereby or by means whereof they are prevented from granting development right of the Said Property as envisaged hereunder to the Developer.
- 2.11 The Society and Confirming Party shall indemnify the Developers and shall keep indemnified, saved, defended and harmless against all losses and damages suffered or incurred by the Developers as a result of any such defect in title or outstanding encumbrance if found to exist on the Said Property. In the event of failure on the part of the Society to remove any obstruction in the process of construction and development due to any defect in the title of the Society for period exceeding 1 month, the Developers may resolve such disputes or defend the interests of the Society at the cost of the Society and entire cost of such activities shall be deducted from the Corpus Fund to be paid by the Developers to the Members/Confirming Party. The delay arising out of defects in the

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title of the Said Property shall be excluded from the period of completion of construction by the Developers.

- 2.12** That they have not created any sub-lease or tenancy or agreed to create any lease or tenancy in favor of any person or party in respect of the Said Property or any part or portion thereof and the Society will not create any lease or tenancy of the Said Property on execution of this Agreement.
- 2.13** That none of the holders/occupiers/tenants of the adjoining land enjoy any right of way or any other easement right over or in respect of the Said Property or any part thereof.
- 2.14** Simultaneously with the execution of these presents, Society and confirming party shall execute an irrevocable Power of Attorney in favor of the Developers and its nominee, thereby authorizing them to do, execute or perform all acts, deeds, matters or things necessary for development of the Said Property.
- 2.15** All tenements in the said building are in possession of respective members and they will as per the terms of this Agreement, handover vacant and peaceful possession of the respective tenements.
- 2.16** Certain tenements in the said building are mortgaged/charged to Bank/Financial Institution. The details of mortgage and charge of tenements are mentioned in the "**Annexure-B**" attached hereto. The concerned members have intimated their respective Banks/Financial institutions regarding the appointment of Developers and proposed redevelopment and copies of acknowledgement from the concerned banks/ financial institutions are submitted to the Society and the Developers. The Society and the Confirming party do hereby state and confirm that apart from the tenements specified in Annexure B, the other tenements do not have any charge or mortgage of whatsoever nature. The Confirming Party do hereby undertake to repay the loan of such financial institutions/banks without any delay or default.
- 2.17** It is hereby explicitly represented and agreed by the Society on behalf of its members herein that it shall solely and independently

Comment [P6]: Society to provide copies before execution of this DA

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and without having any claim from and/or against the Developers pay all requisite dues payable by the members of the Society to TMC and/or any other government and/or semi-government authority(ies). Further, Society and its members shall, fully co-operate with the Developer, to enable the Developers to obtain 'No dues Certificate' and/or the 'Encumbrance Certificate' duly issued by TMC for their respective tenements on the Said Property; the Developers shall not be held responsible for any delay in the redevelopment caused due to the delays by any of the Society and any of its members not furnishing and providing the documents required to be furnished to the Developer.

2.18 The Society and its members agree that till the date of handover of possession of all the flats forming part of the particular Phase to the Developers for the purpose of redevelopment, the Members holding tenements in the concerned Phase shall be responsible to pay all outgoings charges including ground rent, electricity charges, municipal rent, maintenance charges, municipal taxes, land and/or Land taxes, collector's payments and all other assessment, duties, penalty and regularization charges if any in respect of the Said Property including the tenements standing on the Said Property which is in use and occupation by Confirming Party i.e. the respective members of the Society and shall indemnify and keep indemnified the Developers from and against all and any such liability and/or demands by any authority(ies) and/or parties whomsoever.

2.19 The Society and the Confirming Party/Members shall be jointly and severally responsible for complying with the obligations set out hereunder and shall ensure unobstructed construction and development of the Said Property.

3. GRANT OF DEVELOPMENT RIGHT TO DEVELOPERS

On basis of representation made by the parties herein and for consideration and on terms and conditions as stated herein, the Owner Society in confirmation with the Confirming Party hereby grant to the

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Developers development rights for redevelopment of Said Property as per the plan that may be approved and sanctioned by Thane Municipal Corporation as per UDCPR. [The Developers herein have also taken physical inspection of the said property, taken inspection of the title deeds, feasibility of redevelopment project and on satisfaction have agreed to enter in to present Redevelopment Agreement.]

In consideration of grant of development right to Developers, the Developers shall at their own cost and expense, develop the Said Property by constructing building thereon (**New Buildings**) by utilizing maximum permissible development potential of the Said Property as may be permitted under UDCPR and allot new tenements with 20% additional area on the existing Carpet area as specified hereinbelow to each of the Confirming Parties of such size in the following manner:

Comment [MA7]: Please arrange all the documents to confirm the statement. The Larkins Team shall ensure delivery of all original title deeds and antecedent title deeds simultaneously with the execution and registration of DA.

Sr. no.	Name of the Member	Existing Flat no.	Existing Carpet area in Sq Mtrs	Gross Carpet Area of New Flat to be allotted in Sq. Mtrs

It is however clarified that, the abovementioned area is not inclusive of elevation projection, as shall be approved by TMC. The Developers shall also provide 1 Covered Car Parking space for each member of the Society in the New Building/s free of cost in Stilts/Basement or Mechanical Parking system as per design. (TO BE DISCUSSED). The

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Developer shall also provide 2 wheeler parkings as per the provisions of UDCPR.

If the members/Confirming Party desire to purchase additional Gross Carpet area upto 10% of the existing Carpet area as mentioned hereinabove, the same shall be allotted at Concessional rate of Rs. 13500/- (Rupees Thirteen Thousand Five Hundred Only) per square foot Gross Carpet Area towards flat cost only and all other charges (MSEDCL, water, legal, maintenance etc.)Stamp duty and any other taxes including GST applicable in respect of such concessional additional area shall be paid by the concerned member.

The Society hereby confirm that, in consideration of Developers redeveloping the Said Property as herein above stated, the Developers shall be entitled to simultaneously develop and commercially exploit the balance present and future Floor Space Index and all other permissible development potential including redevelopment incentive and dilapidated structure incentive on the Said Property by constructing the building/s with such floors as may be permissible as per the Development Regulation applicable to Said Property **SAVE AND EXCEPT** alternate accommodation to be constructed for and allotted to the Confirming Party.

4. RIGHT OF THE DEVELOPER

The Developers shall be entitled to carry out redevelopment of Said Property by amalgamating the same with other adjacent properties as per the sole and unfettered discretion of the Developers. The Society shall pass necessary resolution for facilitating such amalgamation at the request of Developers without any delay or demur. Save and except the 281 New units of the members of the Society as aforesaid, the Developers will be entitled to all remaining units alongwith all Car Parking spaces (Free Sale Component) to be constructed on the Said Property and will be entitled to sell, transfer, assign, mortgage, lease or let and receive such consideration and in such manner as Developers

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may consider fit and proper without providing any account or any reference to the Society. The Developers shall be responsible for verification of title of the adjacent properties before carrying out amalgamation with the Said Property and the Developer shall be solely responsible for rectifying any defect therein.

5. CORPUS FUND, RENT ETC.

Developers constructing and allotting New Flat to each member of the Said Society /Confirming Party and in addition to the new flat, the Developers shall also pay compensation for inconvenience/hardship by way of Corpus Fund at the time of giving possession of new flat/s to the respective members. The Developers hereby agrees and undertakes to pay said Corpus Fund, rent for temporary alternate accommodation and one time shifting charges to the Confirming Party/Member of the Society in the following manner:

PAYMENT TO THE CONFIRMING PARTY

- I. The corpus fund of Rs. 500/- (Rupees Five Hundred only) per sq ft equivalent to Rs. 5380/- per sq. mtr. of existing carpet area will be paid simultaneously with the delivery of possession of new premises to the members /confirming party.
- II. The Developers shall pay monthly compensation (rent) for the temporary alternate accommodation to the members/Confirming Party on the basis of existing Carpet Area of the flats held by them from the date of handover of possession of concerned Phase alongwith all buildings and units forming part thereof till delivery of possession of permanent alternate accommodation in the new building/s to the concerned member. The possession shall be deemed to have been handed over to the concerned member within period of 15 days from the intimation of receipt of Occupancy Certificate and willingness to handover vacant and peaceful possession of permanent alternate accommodation (new flat). It is specifically agreed that the respective members/ flat owners shall be responsible to pay maintenance charges, property tax, MSEDCL

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charges, water charges, legal charges, utility charges etc., and all other outgoings of whatsoever nature in respect of the new flat, common areas and/or land from 16th day of such intimation as aforesaid. The amount of monthly compensation (rent) for the temporary alternate accommodation to the members/Confirming Party shall be paid on the basis of existing Carpet Area of the flats held by them in the following manner:

Sr. no.	Year	Rate per square feet on the existing carpet area
1.	First Year from the date of delivery of possession of all the flats and buildings in the Concerned Phase	Rs. 30/-
2.	Second Year from the date of delivery of possession of all the flats and buildings in the Concerned Phase	Rs. 33/-
3.	Third Year from the date of delivery of possession of all the flats and buildings in the Concerned Phase till intimation of possession of permanent alternate accommodation to the concerned Members/Confirming Party.	Rs. 36/-

The aforesaid rent shall be escalated in the same manner as aforesaid, till possession of the new flat is given to the respective members.

- III. The Developers shall pay one time brokerage charges to the Confirming Party, which shall be equivalent to the Compensation for the temporary alternate accommodation for the first month i.e Rs. 30 per sq ft. on existing carpet area.
- IV. The Developers shall pay one time shifting charges of Rs. 24000/- (Rupees Twenty-Four Thousand only) for every tenement for

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vacating their respective premises.

- V. The Developers shall pay refundable deposit of Rs. 25,000/- for every tenement of the Confirming Party. The said deposit shall be refunded by the concerned member simultaneously with the delivery of possession of new flat. In an event of any of the Confirming Party failing to refund the deposit, the Developers shall be entitled to adjust the same in the Corpus Fund to be paid to the Concerned Member.
- VI. 1 (One) month notice period shall be given to the Said Society and members/Confirming Party for handover of the vacant and peaceful possession of their tenements and the concerned Phase out of Said Property in favour of the Developers.
- VII. The Developers will not be required to pay any additional amount to the Confirming Party. The Society and Confirming Party hereby agree that they shall pay from their own pocket all outgoings charges including electricity and water charges, during the stay in the Temporary Alternate Accommodation acquired by them.

6. SCHEME OF DEVELOPMENT:-

6.1 The Society shall submit application for deemed conveyance of Patil Plot before the competent authority and the Developers shall render the necessary assistance and co-operation for execution and registration of conveyance /deemed conveyance in favour of the Society. The Society and concerned members shall be responsible for payment of stamp duty and deficit stamp duty (if any).

6.2 The Society and the Developers shall jointly carry out the Structural Audit of the existing structure within 4 months from the execution and registration of the present agreement. The Developer shall be responsible for prioritizing the phase wise development considering the outcome of Structural Audit.

6.3 The Developers shall submit separate development

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proposals to the Thane Municipal Corporation (TMC) in respect of the Phases which are not affected by the process of deemed conveyance.

6.4 The Developers shall make available to the Society, list of new units for allotment to the members and preferably allotment of new units should be made by the Society to all the members at the same time. The Society and the members holding units in the concerned phase shall submit necessary consent letters, agreements and writings for confirming the allotment of new flats and granting consent for commencement of construction and for obtaining commencement certificate from TMC or any other competent authority.

6.5 The Developers shall obtain commencement certificate from TMC for the concerned Phases and shall register separate project with MahaRERA for all the phases for which development permissions/ commencement certificate may have been granted by TMC or any other planning authority.

6.6 The Naturally sub-divided four phases of the Said Property as described in the present agreement may be treated as separate projects or various buildings / wings / floors forming part of particular phase can also be registered as separate project with MahaRERA.

6.7 The Developers shall intimate the Society and the members holding the tenements in concerned Phase for delivery of vacant and peaceful possession of the respective Phase including concerned sub plot and all the structures and units forming part thereof. The concerned members shall be responsible for handing over possession of their respective units to the Society and upon receiving possession of all the units forming part of the respective Phase/s, the Society shall hand over possession of the respective Phase including concerned sub plot and all the structures and units forming

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part thereof.

6.8 The members shall be responsible confirming their requirement of additional area at concessional rate within a period of 15 days from execution of this Agreement.

6.9 The members having received allotment in the earlier Phases may continue to occupy their respective existing units till the receipt of intimation of vacating the units from the Developers along with Occupation Certificate in respect of newly constructed concerned building in the concerned phase. Such members shall be entitled to benefit of rent and other dues only after delivery of vacant and peaceful possession of the concerned Phase including concerned sub plot and structures standing thereon by the Society and all the concerned members.

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6.10 The Developers and the Society shall form separate societies for all the buildings to be constructed on the Said Plot and all the allottees of the concerned building including the members and new members shall become members of such new society. After completion of all the phases, and formation of societies for such buildings, the Society shall convert itself into Federation/ Apex Body and the members shall cease to be the member of the Society.

6.11 In the event of any increase in the development potential for any reason whatsoever, the developer shall be entitled to utilize such entire development potential. It is however clarified that after receipt of final Occupancy Certificate/s for all the buildings to be constructed on the Said Property, Developer shall cease to have any right in respect of future development potential in the Said Property.

7. FORMATION OF ORGANIZATION AND FEDERATION/APEX BODY:

7.1 The Developers shall form and register separate/Individual society of Allottees of each building to be constructed on the

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Said Property(hereinafter referred to as the "Organization").

- 7.2** The Developers will make an application for formation of such Organization. The Said Society and the Confirming Parties shall actively assist and co-operate for formation and registration of such Organization and for that purpose from time to time sign all applications, letters, writings, document, bye laws and return the same to the Developers within ~~seven~~ fifteen days of receipt thereof without objecting to any changes, modifications as may have been in the model bye law by the Developers and also do all other acts, deeds, matters and things as the Developers may reasonably require for registration of the Organization of the relevant building. The Developers may decide in its sole, absolute and unfettered discretion the name of such Organization (which name shall not be changed by the Society, Confirming Party or the Organization without the prior written permission of the Developer).
- 7.3** The Developers will not be responsible for any delay caused due to time taken by the Confirming Party or any other Allottee to sign and execute the application form and other documents required for formation of the Organization.
- 7.4** The Developers will not be responsible for the time taken for the registration of the Organization; his responsibility will be to make application in the format and the manner as required under applicable Act.
- 7.5** Developers may become member of the Organization/Society in respect of unsold Apartments and Developers shall be liable to pay only the Municipal taxes and any other Government charges at actual and ~~no other~~ maintenance charges in respect of the unsold Apartments. When such Apartments are sold by the Developer, the Organization shall admit such Allottee as members of such Organization without charging any transfer fee, premium or

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any other extra charges for the same save and except entrance Fees for membership and fully paid value of the shares, of the Organization along with his application for membership. The Developers will be entitled to mortgage all unsold Apartments to Bank/Financial Institution for raising finance to the Developers and said Organization will record the Mortgage in their books as and when said Bank/Financial Institution intimates the said Organization. Also the purchasers of the flats and units of sale component can mortgage their respective flats to any bank/ financial institutions. It is specifically agreed that for mortgaging the any flats from the sale component, No Objection Certificate (NOC) will not be required from the Society/ Organization formed of all the Allottees. However, if such NOC is required at any time, the Society/ Organization formed of all the Allottees shall issue such NOC within 3 days from request for NOC.

with NOC
from society

7.6 The Society in confirmation with the Developers shall execute conveyance of structures of new buildings to be constructed in the Said Plot in favour of the concerned organization. The Society may in its sole and unfettered discretion execute conveyance of all the Phases in favour of the concerned Organizations or the Society may retain ownership of Said Plot in its capacity as a Federation of all the Organizations.

7.7 Until such Conveyance is executed, the right of the Confirming Party shall be confined only to the respective Apartment and the Allottee and/or the Organization to be formed for the purpose of the maintenance of the said Building shall have no right on any portion of the Said Property.

7.8 The Organization will be responsible for maintenance and administration of the respective building and their

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respective amenities and Phases and Federation/Apex Body will be responsible for holding the ownership of Said Plot and handling the common business affairs of all the Organizations and the Said Plot.

7.9 The Allottee shall be entitled to use the common area and external facilities as per the terms set by the Developers till it is handed over to the Organization. After handing over of the concerned Phase to the Organization, such Organization shall maintain said common areas and external facilities. The Developer may in their sole and unfettered discretion, require the particular group of Phases or all the Phases to share certain common areas and amenities and such Phases shall be required to jointly maintain and enjoy such common areas and amenities. All the amenities forming part of particular Phase shall exclusively belong to and enjoyed by the concerned organization and its members, unless such amenities are specifically designated to be the common amenities for group of Phases or all the Phases by the Developer.

7.10 The Organization/Federation/Apex Body as the case maybe shall under guideline of the Developers frame such rules, regulations and bye-laws for the effective maintenance/management of the infrastructure and all amenities and the same shall be binding and shall have full effect and full force. Any contravention/violation of the said rules, regulations or bye-laws as framed by the Organization/Federation/ Apex Body shall be liable to such action as stated in the said rules, regulations and bye-laws as the Federation/Apex Body may determine from time to time.

7.11 The Confirming Party hereby agrees, confirms and undertakes to pay such monthly charges as may be determined by the Organization/Federation/Apex Body

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from time to time for the maintenance, upkeep, repairs and replacements and/or renovation of all infrastructure and amenities with the Said Property.

8. **OBLIGATION OF THE DEVELOPER**

- i. The Developers hereby agrees that upon the Society and Confirming Party handing over undisputed, vacant and peaceful possession of the Said Property and/ or the respective Phases and on getting approvals and sanctions from the Thane Municipal Corporation and after demolishing the existing buildings standing thereon, the Developers shall construct and build such New Building/s on Said Phases and provide each member of the Society permanent alternate accommodation. The Developer shall be entitled to amalgamate adjacent properties with the concerned Phases and develop such amalgamated portions.
- ii. The Developers have agreed to provide permanent alternate accommodation to the members of the Society on preferential basis and the Developer shall furnish the plan and specifications of the such phases (Phases having permanent alternate accommodation for the present members) a particular phase to the Society for the approval of the Society within 3 months from the date of registration of this Agreement. The Society shall be responsible for providing its comments and suggestions on such proposed plans. The Developers and its Architect shall positively consider the suggestions of the Society (provided the same are in accordance with development rules in force and the consideration as agreed herein) and submit the proposed layout and the building plan to the Thane Municipal Corporation within 6 months from the execution of the present agreement. Further if any modification is suggested by TMC, the Developer shall be entitled to carry out such modification, if it doesn't makes major changes or reduction in the area of existing members, however if due to such modification there are major changes or reduction in the area of existing members then such

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modification as suggested by the TMC shall be carried out by Developer with the Society's approval which shall be given within 15 days without any delay. On approval of the plan and on obtaining of Commencement Certificate from the Thane Municipal Corporation, the Developer shall provide to the Society true copies thereof.

- iii. The Developer shall allow the authorized representatives of the society to inspect the work and ensure the quality of work and the materials used for the construction of the building structures, subject to Society inform in advance to the Developer by giving at least 24 hours' notice about the date and time of visit for inspection, so that respective concern person be available on site. If the PMC finds that the quality of work or construction is not upto the standards or below the grade outline as agreed upon, then Developer shall rectify such defects in the work of construction and quality of material used by the Developer as per suggestions/recommendations of PMC/Architect of the Society.
- iv. The Developers shall pay requisite charges, fees, premiums including refundable deposits to TMC and/or such other Competent Authority/ies for obtaining requisite approvals for the redevelopment including demolition of existing buildings standing on the Said Property as well as for construction of the New Buildings.
- v. The Developers shall further bear the Open Land Tax levied by the TMC or any other Competent Authority after all existing flats of concerned phase are vacated and possession is handed over till completion of construction.
- vi. On completion of the buildings and obtaining Occupation Certificate, if any of the deposit is refunded by TMC to Society/ member, the Society/ member shall within 7 days after clearing the cheque and after the said amount being credited in their account, will refund the said amount to the Developer.
- vii. On receiving vacant and peaceful possession of the Said Property or concerned Phase, the Developers at its own cost and expenses, demolish the said building/s and all the debris/material generated

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- out of the demolition shall be of the Developers and the Developers shall be entitled to dispose of the said debris/material in such manner as it may deem fit and proper and appropriate to itself amount received from the sale of such debris.
- viii. The Developers shall at its own cost and expenses construct new building/s as per plan and specification sanctioned and approved by the TMC by utilizing full development present as well as future potential of the Said Property including redevelopment incentive and dilapidated structure incentive of the said property and also additional area if any granted by the TMC.
- ix. The Developers hereby agrees to observe, perform and comply with all the terms and conditions stipulations and restriction if any, which may have been imposed by TMC or any other authority at the time of sanctioning Plan or thereafter.
- x. The Developers shall, make all efforts to construct and allot to the Members New Flat, in the new building, subject to force majeure within an estimated period of 42 months after receiving Commencement Certificate in respect of the concerned Phase from the TMC and receiving vacant and peaceful possession of all flats in respect of the Concerned Phase whichever is later. The Developers shall be entitled to moratorium period of 12 months over and above originally agreed period of 42 months. In the event of delay beyond stipulated period, the Developers shall be required to pay additional rent at the escalated rate as agreed hereinabove in Clause 5 II.
- If the Developer fail to complete the work of construction within the period of 42 months and said extended grace period of 12 months, the Developer shall in addition to the payment of additional rent at the escalated rate as agreed, shall also be liable to pay penalty of Rs. 2,00,000/- (Rupees Two Lakhs Only) per month to the Society for delay caused after months from the date of the commencement of actual construction work of new buildings, subject to force majeure.

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- xi. The Developers will have absolute discretion to identify residential flats to be allotted to the members on such floors in New Building/s as per the availability of the area in the sanctioned plans.
- xii. The Developers agrees that after completion of the portion or entire building/s and on obtaining Occupation Certificates or part Occupation Certificates, the Developers shall intimate the Society and the Confirming Party to verify the amenities provided to each and every flat as per the annexure annexed herewith and to inspect the new flats. If Society or the Confirming Party brings to notice any defect in the alternate premises to be allotted to the Confirming Party, the Society or the Confirming Party shall intimate the same to the Developers within 15 days of Developers intimating the Society to inspect the said new Flats. If any defect or any amenities missing in the said Flats are brought to the notice of the Developer, Developers will rectify such defect within reasonable period Developers. The process of delivery of possession shall not be obstructed or suspended on the ground of any defect. The process of repairs and removal of defect may happen even after delivery of possession.
- xiii. After verification by the committee of the Society, the said new Flats will be handed over to the Society along with keys of those Flats for allotment to the Confirming Party. Committee Members/ office bearers of the Society and their successors agree that it shall be their sole responsibility to make allotment of the residential flats/units in the New Buildings to its Members either by lottery system or by any other means as the Society may deem fit and proper. Developers will not be concerned with, or entertain, or intervene in, any dispute arising between the members of the Society, and Developers will be discharged from its liability under this agreement on the Developers handing over to the Society the new flats to be so allotted to the members.

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- xiv. The Developers during course of construction will be entitled to put board displaying its name as the Developers and do all promotional activity for advertising and publicity of the said project.
- xv. The Developers shall strictly abide with terms and conditions as stipulated in the permission for sanction, commencement certificate and conditions as revised from time to time and shall do redevelopment as per this agreement. However if there is amendment in D C Regulation/ UDCPR or in any other regulations for time being in force and if circumstance warrants then the Developers shall be entitled to alter and/or modify the Application, Proposal, layout and buildings plans pertaining to the New Buildings or any portion as specifically earmarked and/or approved/sanctioned for the Members of the Society and submit the revised proposal and get the same sanctioned and approved by the TMC/Competent Authority. The Developers may also revise the building plans and layout in the event of amalgamation of any adjacent property in the Said Property. The Developer shall not be liable to obtain consent from Society or Confirming Party for the same. However, if consent is technically required from Society and/or Confirming Party, by the TMC or any other Competent Authority, Society and/or Confirming Party, shall not be entitled to deny the same and shall give consent for the same. However Developers shall ensure such modification will not in any manner reduce the area to be allotted to the Confirming Party.
- xvi. Developers at the request of Society will not unreasonably withhold request of Society to recognize any transfer of the membership by existing member to new member Subject to such new member acknowledging and confirming to be bound by this Agreement.

9. OBLIGATION OF THE SOCIETY

- i. The Society and the Confirming party agree to submit to the Developers the certified true copies of the following documents in respect of the tenements occupied by its member;
- Copy of Share certificate issued by the Society,

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- Driving license / passport / voters-id card for identification proof,
 - Aadhaar Card, PAN, Ration card,
 - Electricity bills,
 - Telephone bills; (if any connection procured at the address of the Tenement).
 - Any other document of proof of the Member's occupation of the said tenement.
- ii. The Society shall ensure that every member give quiet, undisputed, vacant and peaceful possession of their respective tenements within one month from intimation of vacating the concerned Phase given by the Developers for smooth redevelopment of the Said Property. The Society and Confirming Party hereby agree that the Developers and/or the Committee members of the said Society shall initiate legal action under Maharashtra Co-operative societies Act, 1960 against the non-co-operating/non-consenting Members or such other actions as required under any other existing laws.
- iii. The Society shall admit without any demur or delay the new flat purchasers of units comprising of sale component as its members and issue shares in their respective name/s within one month of receiving a written intimation in requisite form and the following documents/ amounts from the Developers:
- Application for membership with a membership fee and admission fees as per bye-laws of the Society.
 - Photocopy of the Agreement along with copies of the stamp duty receipt and registration receipt
 - An undertaking by the Flat purchaser to abide by the bye-laws, rules and regulations of the society
 - Rs.250/- 500/- towards the cost of five ten shares
 - Request Letter by Developers
- iv. The Society will not entertain any application for membership of the Society in respect of Free Sale Component Flat, unless such application is forwarded by the Developers alongwith all documents as stated herein above.

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- v. That the Society and Confirming Party agree to give full co-operation to the Developers to enable the Developers to complete the redevelopment of the Said Property, without any obstruction/hindrance from any of its Members. Society and Confirming Party will give such writing, declaration, statements consent letters, forms, writings, agreements, affidavits, undertakings that shall be necessary and required to be made to and in favour of the Developers and/or their nominees or assigns for the purpose of the redevelopment of the Said Property.
 - vi. Society will ensure that no members of Society obstruct or interfere with the development of the Said Property as envisaged and also ensure that no frivolous complaints or letters are written to authority which obstructs the redevelopment of the Said Property.
 - vii. If New Flats are offered after obtaining part Occupation Certificate and during completion of the remaining development of the Said Property, Society is aware that during such construction it may cause some nuisance to the members occupying their New Flat and Society and Confirming Party will not make any grievance about the same or create and obstruction to Developers in completing the development of the Said Property.
10. The Society and Confirming Party hereby authorize the Developers to submit, obtain and procure the necessary permissions and/or sanctions from the Thane Municipal Corporation (TMC) or any other concerned competent authority(ies). The Society, its authorized representatives and the Confirming Party as and when required by the Developers will sign and execute all such application, letter, document as may be required for submission and approval of the plan for redevelopment plan to the TMC or any other competent authority.
11. The Society and Confirming Party hereby authorize and permit the Developers to carry out redevelopment activities of the Said Property in accordance with the Development Control Regulations of Thane, for

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time being in force and/or as amended from time to time and for the said purpose the Society hereby grants to the Developers an irrevocable and non-terminable license, authority and permission to enter upon the Said Property and develop the Said Property by exploring full development potential of the Said Property in the manner as Developers at its own discretion deem fit and to do all acts, deeds, matters and things which are required for developing the Said Property and construct such new building as the Developers may deem fit and proper. The Society and the Confirming Party agree and undertake that if any agreements, deeds or documents of whatsoever nature are required to be executed and registered by the Society/ Confirming Party during the course of development as required by TMC or any other Government/local authority, the Society and the Confirming Party shall execute and register the same as and when called upon by the Developers.

12. The Developers shall handover the originals of all the plans & drawings of the said New Building/s, site, layout, electrical, plumbing, sewage, parking, etc., alongwith all the sanctions, approvals, permissions & concession obtained including the amendments thereon, and any bills/demands raised in the name of the Society and paid by Developers during the period of construction along with receipts thereof, to the Society and/or concerned Organization within period of 6 months from the date of procuring Occupation Certificate and Building Completion Certificate in respect of all the Said New Building/s.
13. The Developers hereby agree that, they will execute and register individual agreement with the Confirming Party within 90 days from registration of that particular phase/project with MahaRERA. It shall be the responsibility of the Society and the Confirming Party that such individual agreements shall be executed and presented for registration by the concerned member as and when called upon by the Developers.
14. On Developers informing the Society approval of the plan by TMC, the

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Society and the Confirming Party will handover vacant and peaceful possession of all the tenements in the concerned Phase to Developer, to develop the Said Property in accordance with the plans and specifications sanctioned by the TMC/Competent Authority. Such right and license to stay in the Said Property shall be irrevocable till the entire redevelopment of the Said Property is completed and all flats in the New Buildings are sold by Developer.

15. The Society and its members agree that, the Developers shall be solely entitled to use entire development potential including redevelopment incentive and dilapidated structure incentive whether existing or revised till receipt of final occupancy certificate. The Developers shall not have any right over the additional FSI or TDR potential or any other development potential which may become available after receipt of final occupancy certificate for the said new buildings but the Developers shall have absolute right and discretion to revise the building plans in the course of construction and development in such manner so as to enable the Developers to use maximum available development potential in the said Property.
16. The Developer shall be entitled to mortgage its sale component, revenue receivable out of sale component and the Said Property for availing project finance from any bank or financial institution. It is however clarified that such mortgage shall always be subject to the rights of the Confirming Party of allotment of new flats/ tenements under the present agreement. The Developer shall be solely responsible for repayment of such loan and the Society and Confirming Party shall not be in any manner responsible for any loan or credit facility to be availed by the Developers.
17. Developers shall utilize Basic FSI, Premium FSI, TDR, redevelopment incentive and dilapidated structure incentive and Ancillary Area FSI of the plot as permissible by TMC which are presently available and which

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may become available during the course of construction and development.

18. The Developers shall be relieved of its obligation towards the Society and its member under this Development Agreement on the Developers offering the possession of the Residential Flat(s) to the Members of the Society in the New Building. However, even after handing over the possession of the Flats in the New Building Developers shall be entitled to construct the remaining floors of the concerned new building/s and the balance buildings in course such construction it may cause some nuisance and disturbance to the Confirming Party or any other person occupying their Flats. The Society and its members will not object to such construction and in future will not create any disturbance during such construction.
19. The Parties shall abide by this Agreement and shall not do any act, deed, matter or thing, which will prejudice the rights, title and interest of the other party herein.
20. After submission of tenders the parties hereto has several rounds of negotiations and discussions wherein it was mutually agreed to revise the terms and conditions of the tender documents. Therefore, present agreement shall supersede all the previous writings tender documents, communications written or oral and all other agreements etc. In the event of any contradiction between present agreement and such previous writings, the terms of present agreement shall prevail.
21. Any taxes on amounts paid by the Developers to the Society and the Confirming Party or on any other consideration received by the Society and/or Confirming Party pursuant to this Agreement shall be the sole and exclusive responsibility of the Society and/or the Confirming Party.

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22. INDEMNITY BY SOCIETY AND CONFIRMING PARTY

The Society and Confirming Party hereby undertake to indemnify and keep the Developers indemnified against any and all costs, charges, demands, losses or damages of whatsoever nature suffered or incurred by the Developers as a result of any delay caused by the Society or Confirming Party in vacating the said respective tenements after a period of 30 days from the receipt of notice to vacate given by the Developers and in the event of failure on the part of the members to vacate the premises within the stipulated period, the Society shall co-operate with the Developers in the proceedings of eviction of the Maharashtra Cooperative Societies Act, 1960 or any other Act, for the time being in force, initiated against such non-co-operating members. The Society and the Confirming Party shall comply with the provisions of the RERA and other applicable laws and shall also provide to the Developers with all the necessary papers, documents and signatures as may be required during the entire redevelopment process without any delay. The Society and the Confirming Party shall indemnify the Developer from and against any losses arising out of delay on the part of Society and the Confirming Party.

INDEMNITY BY DEVELOPER

(a) The Developers will carry out construction as per the plans and specifications sanctioned by the TMC and will not do any act or omit to do any act which will amount to the violation of any of the terms and condition of sanction, due to which Society and/or its members will be liable or affected, or subject the Said Property to any encumbrance, the Developers hereby indemnify and keep indemnified the Society and its Members against any action by any authority due to any act or omission to act in course of developing the Said Property.

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(b) Neither the Society nor any of the members will be responsible in any manner for act or omission or commission of the Developer and the Developer alone shall be responsible for all their acts, representations, contracts, promises, assurances and omissions and for the same Developer shall keep indemnified the Society/members/ and the office bearers.

23. MISCELLANEOUS

23.1 Notices

(a) Any notice and other communications provided for in this Agreement shall be in writing and shall be sent either by (i) Hand delivery or (ii) by prepaid registered post with acknowledgement due or (iii) by a recognized courier service or (iv) by facsimile transmission or (v) by email or (vi) by telex, in the manner as elected by the Party giving such notice at the respective addresses of the Parties set out herein below.

(I) Developers: M/S. LARKINS REALTORS,

office at _____

(II) Society:- RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LTD.

(III) Confirming party:-

Sr. no.	Name	Official E-mail ID, Mobile No., and Address for communication
1.		
2.		
3.		
4.		

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5.		
6.		
7.		
8.		
9.		

(b) All notices shall be deemed to have been validly received by the recipient (i) if by hand delivered, on delivery (ii) if sent by courier or registered mail, on expiry of three calendar days after posting, (iii) if sent by facsimile transmission, at the time when dispatched with a report confirming proper transmission; (iv) if sent by email, with return receipt requested, upon the obtaining of a valid return receipt from the recipient.

(c) Any Party may change its address provided above by giving written notice to the other Parties of such change, in the manner hereinabove provided. Unless such change of address is notified by the parties, any communication sent on the above address will be deemed to be good service.

(d) The mobile nos. and email address of members are attached hereto as **Annexure C**. Any change in the mobile number or email address of the member shall be required to be intimated immediately to the Developers, failing which communication on previous mobile number or email address shall be treated as valid intimation of communication.

23.2 Specific Performance of Obligations

The Parties to this Agreement agree that, to the extent permitted under Applicable Law, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a Defaulting Party.

23.3 Entire Agreement

This Agreement sets out the entire understanding between the Parties in respect of development of the Said Property and

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supersedes all prior agreement and understanding, all rights and obligation of the parties will be governed by this agreement. No Party has relied or has been induced to enter into this Agreement in reliance on any representation, warranty or undertaking which is not expressly set out or referred to in this Agreement. No addition to, deletion of or deviation from the provisions of this Agreement shall be binding unless in writing and duly signed by the parties hereto. The terms of this Agreement shall not be altered or added to nor shall anything be omitted from this Agreement except by means of Agreement in writing duly signed by the parties hereto.

23.4 Further Assurances

The Parties agree to do all such further and other things, execute and deliver all such additional documents, to give full effect to the terms of this Agreement. The Parties undertake that they will do or procure to be done all such further acts and things, execute or procure the execution of all such other documents and exercise all rights and powers, direct and indirect, available to it in relation to any Person so as to ensure the complete and punctual fulfillment, observance and performance of the provisions of this Agreement and generally that full effect is given to the provisions of this Agreement.

23.5 Construction of Documents:

Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

23.6 Jurisdiction

Subject to reference of dispute to Arbitration as stated herein below, the Parties agree that the courts of Thane alone and no other courts shall have the jurisdiction to entertain and try any disputes arising from and out of the provisions of this Agreement.

23.7 Expenses

Comment [P8]: Arbitration or Civil court Jurisdiction? To be discussed

Deleted: This Agreement shall be governed by and construed in accordance with the laws of India, and the Parties hereby irrevocably submit that the courts of Thane to have exclusive Jurisdiction. ¶

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Each of the Parties shall bear the fees and expenses of its respective Advocate/Solicitor, accountants and experts and all other costs and expenses incurred by it incidental to the negotiation, preparation, execution and delivery of this Agreement.

24. Arbitration:-

~~Any dispute or differences arising out of or in connection with this Agreement (including the validity or interpretation hereof) shall be referred to the arbitration of Sole Arbitrator under the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or reenactment thereof for the time being in force. Sole Arbitrator will be appointed with mutual consent by the all parties herein, if Parties fail to arrive at the mutually acceptable, Arbitrator, then Arbitrator will be appointed on as per Arbitration and Conciliation Act, 1996. The Award of the Arbitrator/s shall be final & binding on the parties. The venue of the arbitration shall be at Thane. It is expressly agreed between the parties that even if this Agreement, is terminated, this Arbitration clause will survive and dispute will be referred to the Arbitrator. The Arbitrator shall be entitled to decide the dispute ex aequo et bono.~~

Comment [P9]: Arbitration or civil court jurisdiction? To be discussed.

25. Stamp Duty and Registration

(a) The Developers hereby agree that, the stamp duty and registration charges payable for the execution and registration of this agreement, power of attorney which may be required to be executed in pursuance of this agreement shall be borne and paid by Developers only. The Society and its members shall not be liable or responsible thereof. In the event of allotment of Additional area at concessional rate to the confirming party as aforesaid, stamp duty to be paid by member opting for such additional area.

(b) Deficit stamp duty if any along with applicable penalty thereof

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shall be required to be paid by the concerned members of the Society in respect of the Flat Sale Agreements, Antecedent Title Agreements, Allotment letters, etc for their respective flats.

26. The Developers hereby agree that, any government taxes in pursuance of development and construction of Said Property shall be borne and paid by the Developers only. The Confirming party shall be responsible for their individual income tax or other taxes including property tax and other applicable taxes (excluding CST).

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

SCHEDULE -I

RAGHUKUL PLOT

ALL THE PIECES AND PARCELS of land bearing Gut No. 53/1 admeasuring 12630 square meters along with structure standing thereon lying, being and situate at Village Parsik, Taluka and District Thane, registration district and Sub-District Thane and also within the limits of Thane Municipal Corporation and bounded as per the village map.

SCHEDULE -II

PATIL PLOT

ALL THE PIECES AND PARCELS of land bearing Gut No. 53/2 admeasuring in aggregate 1230 square meters ("Patil Plot") along with structure standing thereon lying, being and situate at Village Parsik, Taluka and District Thane, registration district and Sub-District Thane and also within the limits of Thane Municipal Corporation and bounded as per the village map.

SCHEDULE -III

SAID PROPERTY

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ALL THE PIECES AND PARCELS of land bearing 1) Gut No. 53/1 admeasuring 12630 square meters and 2) Gut No. 53/2 admeasuring in aggregate 1230 square meters admeasuring in aggregate 13860 square meters along with 14 BUILDINGS And other structures standing thereon lying, being and situate at Village Parsik, Taluka and District Thane, registration district and Sub-District Thane and also within the limits of Thane Municipal Corporation and bounded as per the village map.

SIGNED & DELIVERED by the

Withinnamed 'SAID SOCIETY'

RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LTD

hereunto affixed pursuant to the

Resolution passed by in Special

General Meeting heldon _____

in the presence of Chairman/Secretary/Treasurer

Mrs. _____ (Chairman)

Mr. _____ (Secretary)

Mrs. _____ (Treasurer)

SIGNED & DELIVERED by the

Withinnamed "CONFIRMING PARTY"

SIGNED & DELIVERED by the

Withinnamed 'DEVELOPERS'

M/S. LARKINS REALTORS

Through Partner and Authorized Signatories

1. Mr. _____

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2. Mr. _____

in the presence of
1.

2.

ANNEXURE “___”
RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LIMITED
LIST OF MEMBERS
(Data Updated up to _____)

SR. NO.	ROOM NO.	SHARE CERTIFICATE NO.	NAME OF THE MEMBER
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

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12			
13			
14			
15			
16			

ANNEXURE-_____

List of Mortgage and charge of Tenement

Sr.No.	Room No.	Name of financial institution	Member Name (as per share register)
1			
2			
3			
4			
5			

