

**DEVELOPMENT AGREEMENT**

This Development Agreement is made at Thane on this \_\_\_\_ day of \_\_\_\_\_, 2026 (In the Christian Year Two Thousand & Twenty-Six)

**BETWEEN**

**RAGHUKUL CO-OPERATIVE HOUSING SOCIETY LTD.**, is a housing society registered under the Maharashtra Co-operative Housing Society's Act 1960 bearing Registration No.TNA (TNA) / HSG / (T.C.) / 6697 /94-95 dated 22/04/1994 and having its registered address at Parsik Nagar, Kalwa, Tal. and Dist Thane, through its Chairman **1) SHRI CHANDRASHEKHAR MURLIDHAR YERAWAR**, Secretary **2) SHRI PANDURANG GOKUL PATIL** and hereinafter referred to as "**Owner/Society**"

(which expression shall unless it be repugnant to the context or meaning thereof mean and include its respective members for the time being and from time to time their respective office bearers and the Managing Committee for the time being and from time to time their successors and assignees) Party of the FIRST PART;

**AND**

**R K LOGI WORLD**, a registered partnership firm, having its office at R K Builders, H. No.551, Near RK Royal City, Mankoli Villegge, Anjur Road, Bhiwandi- 421 302, through its Partners **1) MR. RANDHIR PARSHURAM MHATRE**, Pan No.\_\_\_\_\_, and **2) MRS. SAYLI RANDHIR MHATRE**, Pan No.\_\_\_\_\_, hereinafter referred to as the '**Promoter**' (which expression shall unless it be repugnant to the context or meaning thereof mean and include the firm, its partners for the time being and the last surviving partners, their heirs, executors, assignees and administrators of the last surviving partner and assigns) Party of the SECOND PART;

**WHEREAS:-**

- a) Vide registered Conveyance Deed dated 14/02/1989, registered with the office of Sub-Registrar of Assurances, Thane under Sr. No. 1904/89, one Mr. Anant Chandrakant Kawale and 16 others with the confirmation of said Mrs. Mithilesh Rajdeep Sharma transferred and conveyed all that piece and parcel of plot of land bearing **Gut No.53 (P)**, admeasuring **12689 sq. meters**, corresponding to Old Survey No.\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, lying, being and situate

on Parsik Revenue Village, Taluka and District Thane (W), within the limits of Municipal Corporation for the City of Thane, Registration District and Sub-District Thane, more particularly described in the **SCHEDULE I** hereunder written and which is hereinafter referred to as '**said land**', to and in favour of then proposed Owners Society herein. Copy of the Index II of said Conveyance Deed dated 14/02/1989 is annexed herewith and marked as **ANNEXURE A**.

- b) The Competent Authority passed an order under Section 8 (4) of Urban Land ( Ceiling & Regulation) Act, 1976 bearing No. ULC/TA/PARSIK/SR-83 dated 28/04/1992 and thereby declared said land to be retention land.
- c) The Collector, Thane granted permission to use said land for non-agricultural purpose vide order dated 18/03/1994 bearing No. Mahasul/Ka-1/TE-1/NP/SR-38/1994.
- d) At the relevant time Mr. Raghunath Vithoba Nikam, as the Chief Promoter of Owners society executed Agreement dated 31/01/1994 in favour of one M/s Vikram Builders, and thereby appointed it as Contractor to construct and develop buildings upon said land each building comprising of ground plus three upper floors or ground plus four upper floors as per the plan passed by Thane Municipal Corporation.
- e) By Commencement Certificate dated 19/02/1994, bearing VP No. 89/285/TMC/TDD/3661 and Revised Commencement Certificate dated 02/05/1994 bearing VP No.89/285/TMC/TDD/322 AND TMC/TDD/1380 dated 11/08/1994, Thane Municipal Corporation granted permission to construct 13 buildings on the said land as per the approved plans and said permissions.
- f) Thereafter Owner 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 22/04/1994. Copy of the Registration Certificate of the Owner Society is annexed herewith and marked as **ANNEXURE B.**

- g) The Owner society had allotted flats to its then original members vide various allotment agreements/letters.
- h) Vide registered Development Agreement dated 07/03/1995, registered with the Sub-Registrar of Assurances , Thane, under Sr. No. TNN1-2279-1995, one Mr. Kaluram Budhaji Patil, Mr. Sharad Budhaji Patil, Mr. Ashok Budhaji Patil, and Mr. Rajendra Budhaji Patil, granted the development rights of all that piece and parcel of plot of land bearing **Gut No.53 (P)**, admeasuring **1214 sq. meters**, lying, being and situate on Parsik Revenue Village, Taluka and District Thane (W), within the limits of Municipal Corporation for the City of Thane, Registration District and Sub-District Thane, which is more particularly described in **SCHEDULE II** hereunder written and is hereinafter referred to as '**said Patil land**', to and in favour of said Vikram Builders.
- i) Owner society amalgamated said Patil land with said land and obtained permission for construction of Building No.C5 from Thane Municipal Corporation vide letter dated 15/06/1995. The said land and said Patil Land are hereinafter collectively referred to as the '**said plots**'. The said plots have been naturally subdivided into four sub-plots viz. Plot No.A, B, C D, by 25 meter wide D.P. Road, and 15 meter wide D.P. Road.
- j) After amalgamation of said Patil Land, said Builder constructed one more building i.e. Building No.C5.

- k) In or around 1999, the construction and development of 14 buildings were completed. The Thane Municipal Corporation have granted Occupation Certificate for the said building under Amnesty Scheme, in the following manner:-
- i) Occupation Certificate dated 15/09/2015 under VP No. 89/285/TMC/TDD/17 for Plot No. A, Building No.A1, A2 and A3 each comprising of ground plus 4 upper floors.
  - ii) Occupation Certificate dated 15/09/2015 under VP No. 89/285/TMC/TDD/18 for Plot No. C, Building No.C5 comprising of ground plus 6 upper floors excluding flat No. 203(C) and 604 (D). Subsequently occupation certificate dated 25/04/2016 obtained in respect of said flats.
  - iii) Occupation Certificate dated 15/09/2015 under VP No. 89/285/TMC/TDD/19 for Plot No. D, Building No.D1, comprising of ground plus 4 upper floors.
  - iv) Occupation Certificate dated 15/09/2015 under VP No. 89/285/TMC/TDD/20 for Plot No. B, Building No.B1, B2, B3 and B4 each comprising of ground plus 4 upper floors.
  - v) Occupation Certificate dated 15/09/2015 under VP No. 89/285/TMC/TDD/21 for Plot No. C, Building No.C1, C2, C3 and C4 each comprising of ground plus 4 upper floors.
  - vi) Occupation Certificate dated 02/12/2015 under VP No. 89/285/TMC/TDD/30 for Plot No. A, Building No.A4 comprising of ground plus 4 upper floors.
- l) The copies of abovementioned Occupation Certificates are annexed herewith and collectively marked as **ANNEXURE C**.
- m) At the relevant time, the residents of Building No.C5 had formed and registered Co-operative Housing Society viz. Raghukul C5 Co-operative Housing Society Ltd. under Maharashtra Co-operative Housing Societies Act, 1960

- having registration No. T.N.A.(TNA)/H.S.G./(T.C.)/17852/94-95 dated 22/04/1994.
- n) Vide Order dated 07/06/2017 District Deputy Registrar , Co-operative Housing Societies cancelled the registration Raghukul C5 Co-operative Housing Society Ltd. and granted permission for the merger of said Raghukul C5 Co-operative Housing Society Ltd. in the Owners society.
- o) The said plots along with the said 14 buildings standing thereon viz. Raghukul Co-operative Housing Society are hereinafter referred to as '**said property**', and which is more particularly described in **SCHEDULE III** hereunder written.
- p) Said Kaluram Patil and others as well as said Vikram Builders even though were under obligation to convey and transfer the said plot C viz. said Patil Land to Owner Society as per Section 11 of MOFA, has failed to do so. In the circumstances, Owner Society filed application bearing No.696/2022 under Section 11 (3) of MOFA for obtaining Deemed Conveyance of the said plot C.
- q) The Competent Authority being satisfied with merits of the Application bearing No.696/2022 of the Owner Society, issued an Order dated 21/12/2022, under Section 11 (3) of MOFA and further issued Certificate dated 21/12/2022 under section 11 (4) of MOFA bearing No.DDR/THANE/MMHS/Sec.11(3)/6203/Year 2022 in the name of Owner Society to convey the said Plot C. The copy of the said order along with certificate dated 21/12/2022 is annexed herewith and marked as **ANNEXURE D**.
- r) Thereafter it revealed to the Owner Society that said plot C has been gifted to Reshma Sandeep Salvi vide registered Gift Deed dated 18/10/2022 and pursuant to said Gift Deed name

- of Reshma Sandeep Salvi has been mutated in the revenue record. In the circumstances, the Owner Society filed an application for corrigendum to the original deemed conveyance order and certificate issued in Application No.696/2022.
- s) Vide judgment dated 18/08/2025 the Competent Authority issued corrigendum to the original order and certificate dated 21/12/2022. As per said corrigendum the name of said Reshma Sandeep Salvi has been added and description of land has been corrected in the original order and certificate dated 21/12/2022. The copy of the said corrigendum order dated 18/08/2025 is annexed herewith and marked as **ANNEXURE E.**
- t) Pursuant to said order and Certificate dated 21/12/2022 read with said corrigendum dated 21/12/2022 District Deputy Registrar Co-operative Societies, Thane and the Competent Authority executed Unilateral Deemed Conveyance dated \_\_\_\_\_ in favour of the Owner Society and there under transferred and conveyed the said plot C along with said Building C5 in favour of Owner society in the manner mentioned therein. Copy of Index-II of the said Unilateral Deemed Conveyance is annexed herewith and marked as **ANNEXURE F.**
- u) Pursuant to the said Unilateral Deemed Conveyance, the record maintained by the City Survey Office was duly corrected. Copies of latest Property Card Extracts in respect of said property issued by city survey office are annexed herewith and collectively marked as **ANNEXURE G.**
- v) Some of the original flat purchasers during the course of time sold their respective flats to respective purchasers.

Accordingly, there are 276 members, who are the existing flats holders of their respective flats in the said Ragukul buildings in the capacity of owners of the respective flats so also as the members of Owner Society. Details of existing area of the existing flats of the members of Owner Society are given in **ANNEXURE H** annexed herewith.

- w) Save and except what is mentioned in the Annexure H herein there are no other person/s, entity, etc. are having any right as Owner/holder of any of the flats situate in the said building and/or in the existing members of Owner Society.
- x) The existing members of the Owner Society are having absolute ownership upon their respective flats and as such their respective title to the respective flats is clear, free from all encumbrances, charges, third party rights and absolutely clear and marketable.
- y) During the course of time said Raghukul buildings become old and as such the existing members by passing requisite resolution in its Special General Body Meeting held on \_\_\_\_\_ unanimously decided to undertake the redevelopment of the said property by demolishing existing buildings and in place thereof by erecting new multi-storied buildings as per the sanctioned plan and by appointing a competent Promoter in that regard. The copy of said resolution dated \_\_\_\_\_ is attached herewith and marked as **ANNEXURE I**.
- z) At the relevant time, tender was floated by Owner Society through Architect Saakar. Pursuant to said tender M/s. Larkins Realtors were selected as a developer but later on it revealed that such selection was on the basis of misrepresentation. Otherwise also Owner Society and said

M/s. Larkins Realtors could not agree upon the terms of development mutually. In the result no concluded contract in the form of development agreement was executed by and between Owner Society and said M/s. Larkins Realtors. Eventually selection of said M/s. Larkins Realtors was cancelled by Owner Society by passing resolution to that effect in the AGM dated \_\_\_\_\_. Even public notice was also published in the news paper in respect of cancellation of appointment of said M/s. Larkins Realtors. Thereafter, new tender process was initiated as per Bye Laws No. \_\_\_\_\_. Said M/s. Larkins Realtors initially raised dispute vide Special Civil Suit No.160 of 2025 regarding their cancellation. Said suit was withdrawn by said M/s. Larkins Realtors as per order dated \_\_\_\_\_. Later on said M/s. Larkins Realtors filed one more suit viz. Special Civil Suit No.8 of 2026 but even said suit was unconditionally withdrawn by said M/s. Larkins Realtors in the manner recorded in the order dated \_\_\_\_\_ passed by Hon'ble Civil Court. The new tender process was floated by appointing new PMC \_\_\_\_\_. After scrutiny of the tenders received in said new tender process the tender submitted by Promoter herein was accepted and accordingly Promoter herein was selected by majority of about \_\_\_\_\_% members in SGM dated \_\_\_\_\_ in the presence of representative of DDR. Copy of the tender, offer letter, etc. submitted by Promoter is annexed herewith and collectively marked as **ANNEXURE J**. The resolution of SGM dated \_\_\_\_\_ is annexed herewith and marked as **ANNEXURE K**. The letter issued by DDR is annexed herewith and marked as **ANNEXURE L**.

- aa) Pursuant to the said appointment, the Promoter through said Archtype Consultants (I) Pvt. Ltd. Architect, the Project Management Consultant of the Owner Society shall get prepared plans of a new multistoried buildings erected upon said property .
- bb) The Draft of this Development Agreement is prepared in accordance with the provisions of Government directives dated 3<sup>rd</sup> January 2009 and in accordance with the offer given by the Promoter and accepted by Owner Society so also in accordance with mutually agreed terms and conditions. The Draft of this Development Agreement was put up for the approval in Special General Body Meeting of the Society held on \_\_\_\_\_. In the said Special General Body Meeting the Draft Development Agreement and Draft Power of Attorney, which is to be simultaneously executed in favour of nominated representatives of Promoter, have been approved by the General Body of the Society. Further, Chairman \_\_\_\_\_, Secretary \_\_\_\_\_ and Treasurer \_\_\_\_\_ have been duly authorized and empowered to execute and register Development Agreement and Power of Attorney on behalf of the Society. The copy of requisite resolutions passed in the said meeting are annexed herewith and marked as **ANNEXURE N**.
- cc) Accordingly, this Agreement is being executed between the parties, inter-alia, to confirm the grant of development rights in favour of the Promoter and this agreement being a principle instrument within the provisions of Section 4 of the Maharashtra Stamp Act.

**NOW THEREFORE THIS AGREEMENT FOR DEVELOPMENT  
WITNESSETH AND IT IS HEREBY AGREED BY AND  
BETWEEN THE PARTIES HERETO AS UNDER:**

**1. RECITLES TO BE INTEGRAL PART:**

The recitals mentioned above, correspondence exchanged between the parties regarding acceptance of the offer and the annexures annexed herewith shall be treated as part and parcel of this agreement. The various representations made herein by the Owner Society about acquisition of rights, titles and interests by it upon the said property and/or about sanctioning of the plans of the existing building shall be treated as the declaration and disclosure made by the Owner Society about its clear title upon the said property.

**2. DECLARATION & ASSURANCES BY THE OWNER  
SOCIETY:**

The Owner Society doth hereby covenant, declare and confirm as under:

- a. The Owner Society is seized and possessed of and/or otherwise well and sufficiently entitled to the said property and acquired title thereupon in the manner stated in the recitals. It has not created any encumbrance, charge or third-party interest upon the said property by way of any writing, document, transaction, etc. It has not granted the redevelopment rights of the said property to any other person in any manner whatsoever and as such Owner Society is

absolutely entitled at law to enter into this Development Agreement.

- b. There are no existing disputes pending between Owner Society and said M/s. Larkins in the Court of Law.
- c. The plans of the said existing building as stated in the recitals were duly sanctioned by the Thane Municipality and the occupation certificate as stated in the recitals was issued and that thereafter till date, the Municipal corporation for the city of Thane has never raised any dispute or grievances with regards to said sanctioned plan and/or with regards to the legality thereof and with regard to the said occupation certificate.
- d. That the Owner Society and/or the existing members, shall render all co-operation to the Promoter and as and when called upon by the Promoter shall submit and supply certified copy/s of the title deeds, plans, specifications to the Promoter so also shall make available for inspection by the Promoter or its Advocate, the original title deeds and other documents, plans, etc. and if required, will execute all papers, writings, documents and sign all plans, forms, applications for submitting them to various authorities from time to time, inter-alia, for getting all further plans for re-development, sanctioned in accordance with the provisions of development control regulations/UDCPR.
- e. In the event of any flaw or discrepancy being found at any subsequent stage with regards to the title or ownership of the said property or any claim being made by any third parties over the right, title or interest in the said property or any part thereof, the Owner Society

and/or its existing members as the case may be shall at all times remove and/or rectify all such discrepancies and deficiencies, settle such claims at its/their own risk and cost in such manner that no loss or damage is caused to the Promoter, its nominees, etc.

- f. Save and except the existing members, no other person/s are having any membership right or ownership upon any of the flats situated in the said existing building so also no other person has raised any such claim with the Owner Society by way of any legal notice and/or litigation, etc.
- g. The Owner Society has not entered into any concluded transaction or concluded agreement with any other developer, inter-alia, for redevelopment of the said property. Henceforth, Owner Society shall not enter into any such transaction and/or agreement with any other third party which would adversely affect the Promoter's rights granted hereunder.
- h. That there are no encroachments on the said property so also there is no boundary dispute in respect of boundaries and area of the said property. The Owner Society is in physical and actual possession of the area as mentioned in Schedule III hereunder written and which is reflected in the latest P R Card.
- i. The said property is not subject to any claims by third parties, encumbrances, attachments, acquisitions or requisition proceedings, mortgage/s or charges of any kind whatsoever. No other person/s has/have any claims or demands over or to the said property or the building

standing thereon by way of sale, lien, mortgage, charge, exchange, gift and trust.

- j. That the Owner Society has paid up to date taxes and outgoings including property taxes, municipal taxes, N A Taxes, water charges, M.S.E.D.C. dues and/or all other outgoings in respect of the said property and the existing buildings standing thereon.
- k. There is no any prohibitory order of any nature and/or of any decree or other order or attachment before or after judgment of any court of law and/or of any authority or authorities, prohibiting the desired redevelopment of said property.
- l. Save and except pending dispute no.92 of 2026 filed by 3 members in the Co-Operative Court, Thane, challenging the appointment of said PMC and new developer, there are no other litigation pending in any court of law in respect of said property . The responsibility of said pending Co-Operative Court dispute no.92 of 2026 shall be that of Owner Society.
- m. The Owner Society assures and undertakes the Promoter to satisfy all requisitions of the Promoter regarding the title and/or shall clear all and any other encumbrances if brought to its notice by the Promoter at any time hereafter.
- n. The Owner Society and/or the existing members as the case may be, shall be liable to pay all charges pertaining to consumption of pipe gas, electricity, water, property tax and telephone, till the date of handing over vacant possession of the said building, and while handing over the possession, all members shall furnish sufficient proof

about payment of such charges till their respective dates of vacation of their respective flats.

- o. The Owner Society and the existing members shall hand-over and surrender the electrical meters, MGL gas meters to the concerned authorities on their own cost. After completion of redevelopment the Promoter herein shall provide one single phase electric meter to each member at their cost. However, reconnection of MGL Gas connection shall be the responsibility of individual member and the official charges for securing reconnection of MGL Gas Connection shall be borne by the individual member.
- p. The Owner Society shall accept the intending purchaser/s as the member/s of the said society; PROVIDED such flat purchaser/s fulfil qualification for membership under Section 22 of the MCS Act and have/has agreed and completed the formalities for the enrolment as the member of the Society as per its by-laws.
- q. The Owner Society hereby undertakes to admit such new purchaser/s of the flat/s as the members of the Society without levying transfer fees and/or any other charges, but subject to the payment of membership fees and share money.
- r. The Owner Society hereby agrees that the Society shall admit only such member/s as its new members to the Society, to whom Promoter has agreed to sell/allot the apartments and/or premises and whose names are confirmed by the Promoter being the new allottee/purchaser by writing a separate letter to that effect. Thus, unless and until the name of such proposed

member is confirmed in writing by the Promoter, such new member/new purchaser shall not be admitted as the member by the society.

- s. For enabling the Promoter to complete formalities of registration of real estate project of redevelopment of said property under the provisions of RERA with Regulatory Authority all required documents, support and co-operation shall be rendered by the Owner Society and the existing members to the Promoter as and when required.

### **3. DECLARATIONS OF PROMOTER:**

- a. The Promoter is a registered partnership firm and is involved in the business of redevelopment and construction activities.
- b. The Promoter is having sufficient financial strength and resources to carry out the redevelopment work of the said property in terms of this Agreement and/or in terms of further documents and as per the assurances given in the offer as well as in this agreement and shall not cause any wilful delay and/or default in the intended redevelopment work of the said property for want of funds.
- c. The Promoter shall commence, carry out and complete the intended redevelopment of the said property under supervision of architect Archtype Consultants (I) Pvt. Ltd. and shall appoint the contractors, labour contractors etc. for the intended redevelopment and shall from time to time, follow all instructions that shall be given by said

Architect regarding workmanship and maintaining the quality of the construction.

- d. The Promoter shall not cause any wilful delay, default, breach in compliances of any of its assurances and shall carry out intended redevelopment work and thereunder the work of erection of new buildings entirely at its own cost, risk and liabilities and strictly in accordance with the plans that shall be sanctioned by the Thane Municipal Corporation, as well as shall obtain such other and further permissions as required under law to be obtained for carrying out the intended redevelopment of the said property. All such permissions shall be obtained by the Promoter at its costs, expenses, risks and liability in the time bound schedule as mentioned elsewhere in this Agreement. The Promoter shall also comply with all terms and conditions that shall be imposed by the sanctioning authority while granting any permission and/or sanction for the redevelopment of the said property.
- e. During the redevelopment work and till its completion and till receipt of Occupation Certificate and handing over of the new flats/apartments to the existing members of the society, the Promoter shall be liable to pay all the charges, deposits etc., related to the use of water and electricity to the concerned authorities. Further at the time of handing over of the physical possession of new flat/apartments with its occupation certificate, the Promoter will arrange to regain connection of the electrical meter/s and water meter/s

of all the existing members of the society at the cost of Promoter.

- f. The Promoter shall not during the course of redevelopment carry out any unauthorised and/or illegal construction. So also shall not commit any breach and violation of any terms and conditions imposed while granting any permission and shall indemnify and keep indemnified the owner society against all or any losses, injury or damage if caused and sustained by the owner society due to any such breach or violation.
- g. The entire financial responsibility towards carrying out and completing the redevelopment project shall be solely of the Promoter unless otherwise specifically taken over by Owner Society and/or its existing members. The Promoter shall pay for all necessary charges, fees, levies, expenses, premiums for carrying out the redevelopment project towards construction cost, availing FSI, additional FSI, premium FSI, TDR, sanction and approval of plans, Commencement Certificate, Completion Certificate, Occupation Certificate, stamp duty and registration charges of this agreement, obtaining occupation certification handing over peaceful possession of the flats to the members of the Owner Society and upto handover of the property back to the Owner Society.
- h. The Promoter will also be liable to pay assessments, property taxes of the additional flats till the date that prospective flat purchasers become members of the Owner Society including the unsold inventory, if any.

- i. The Promoter shall pay particular attention to ensure safety of its staff and workmen and others in the vicinity and shall be responsible for any loss of life, injury to persons due to negligence or any other cause whatsoever in any way connected with the carrying out of this contract including natural causes.
- j. The Promoter shall take all precaution and shall be responsible for the safety of the work. The Promoter shall be responsible for injury to persons, animals, trees or things and all damage to structure plant, fittings, material and/or decorative part of the property, which may arise from operations of himself/herself or any of his/her approved service providers, whether such injury or damage arise from carelessness, accident, defective execution/carrying out of this contract or any other justifiable cause whatever in any way connected with the carrying out of this contract.
- k. The Promoter shall be bound to comply with and perform at its cost and expenses, all obligations of and as Promoter under RERA qua the Owner Society and/or the existing members as the case may be.
- l. The Promoter shall be bound to comply with various stipulations stipulated under applicable Labour Laws regarding insurance of labour and other safety measures.

#### **4. GRANT OF REDEVELOPMENT RIGHTS:**

The Owner Society hereby appoint the Promoter herein as the Promoter for the proposed redevelopment of the said property and accordingly grant unto and in favour of the

Promoter all the development rights in respect of all that piece and parcel of lands bearing **Gut No.53 (P)**, admeasuring **12689 sq. meters and Gut No.53 (P)**, admeasuring **1214 sq. meters**, (thus totally admeasuring about **13903 sq. meters**), lying, being and situate on Parsik Revenue Village, Taluka and District Thane (W), within the limits of Municipal Corporation for the City of Thane, Registration District and Sub-District Thane, together with said Raghukul CHS, comprising of 281 residential units more particularly described in the **SCHEDULE III** written hereunder, with all and full rights of development thereof in terms of this agreement, which rights include the right to demolish the said existing Raghukul Buildings (14 in numbers) standing on the said property, to appropriate and utilise the debris that shall become available out of such demolition, to erect in place thereof upon the said property, new multi-storied building/s as per plans to be approved and to use and consume any and all available FSI and full development potentiality as may be permissible for utilisation in the redevelopment of said property as per the existing UDCPR, which regulates the development within the limits of Thane Municipal Corporation and other benefits that are available under the existing UDCPR, and to sell, transfer and/or alienate the flats/apartments/parking spaces; **SAVE & EXCEPT** the 281 flats/apartments units to be allotted to the respective members as and by way of consideration against grant of such development rights and such other and further incidental and ancillary rights and powers, which are more particularly mentioned herein below and/or which are

available to the Promoter of any property under the provisions of law.

**5. CONSIDERATION IN THE FORM OF NEW APARTMENT TO BE ALLOTTED TO EXISTING MEMBERS:**

a. IN CONSIDERATION OF the Owner Society granting irrevocably full and absolute development rights of and in respect of the said property to the Promoter by utilizing full development potentiality as may be permissible under the said UDCPR, it the Promoter at the request of the Owner Society shall allot to its existing members total \_\_\_ flats/apartments, each meant for allotment to each of the member on ownership basis, free of costs. All the above-mentioned flats/apartments to be allotted to the members in the manner aforesaid; are hereinafter for the sake of brevity referred to as '**the new apartments of members**'. To each of the new apartment, the existing carpet area mentioned in Annexure \_\_\_ plus 39% additional RERA carpet area will be allotted free of cost, this includes the area of cupboards, balconies, dry balcony. The carpet area for new apartments of members will be calculated by conventional method and corresponding carpet area as per RERA will be mentioned in the individual agreement. Based on above calculations the additional area of each member is ascertained and stated in the Annexure \_\_\_.

b. In addition to the aforesaid consideration in the form of said new apartments of members, the Promoter shall provide to the Owner Society an amount of Rs.500/- per sq. ft. on existing carpet area as and by way of corpus

fund as per the Tender Notice dated \_\_\_\_\_. The said amount shall be paid to the Owner Society at the time of execution of the present agreement in the manner mentioned in the receipt clause hereunder written.

**6. AMENITIES OF NEW BUILDING AND/OR NEW APARTMENT:**

The Promoter shall provide the amenities and specification to the new building and/or the new Apartments of members as per the list annexed herewith and marked as **ANNEXURE O**.

**7. PURCHASE OF ADDITIONAL AREA BY MEMBERS:**

- a. Some of the members intend to purchase additional area, over and above the free area in respect of flats i.e. Existing Carpet area. Such members shall be liable to pay consideration at the rate of Rs.13,500/-per sq. ft. carpet area for the first 10% of the aggregate of the existing carpet area. If any of the member intends to purchase more than 10% area then such member shall be liable to pay consideration at the rate of Rs.15,000/-per sq. ft. carpet area.
- b. The members who have agreed to purchase additional area shall be liable to pay agreed concessional price of their respective new apartment in the following manner:
  - i. 9.50% of the total consideration to be paid to the Promoter after sanctioning of plans of new buildings to be erected upon said property.
  - ii. 25.5% of the total consideration to be paid to the Promoter on the completion of plinth of respective

building in which the respective new apartment of respective existing member shall situate.

- iii. 40% of the total consideration to be divided equally in completion of all slabs of respective building in which the respective new apartment of respective existing member shall situate.
- iv. 5% of the total consideration to be paid to the Promoter on completion of block work of all floors of respective building in which the respective new apartment of respective existing member shall situate.
- v. 5% of the total consideration to be paid to the Promoter on completion of internal plaster of all floors of respective building in which the respective new apartment of respective existing member shall situate.
- vi. 5% of the total consideration to be paid to the Promoter on completion of external plaster of all floors of respective building in which the respective new apartment of respective existing member shall situate.
- vii. 5% of the total consideration to be paid to the Promoter on completion of flooring, doors installation, painting of respective building in which the respective new apartment of respective existing member shall situate.
- viii. Balance 5% of the total consideration to be paid to the Promoter against and at the time of handing over possession of the apartment to the member on

or after receipt of Occupation Certificate/Completion Certificate.

TIME BEING AN ESSENTIAL CONDITION OF THIS CONTRACT.

d. The concerned member, who shall be purchasing additional area doth hereby assure and undertake to pay his/her/their respective instalments as stated above as and when it shall become due and payable to the Promoter. As soon as respective instalment shall mature for payment, the Promoter shall issue demand notice by email to the email id of the concerned member, inter-alia, making request for payment of due instalment within 15 days. The respective concerned member shall be under obligation to pay the said amount/instalment within the said period of 15 days. In case if any delay or default is committed by any of the member in payment of such due instalment, then he/she/they shall be liable to pay interest @9% p.a. on the defaulted instalment for the delayed period in accordance with the provisions of RERA. If default continues for unreasonable period, then it shall be considered as breach of the contract by the concerned member. In that eventuality, concerned member shall be liable for the consequences arising out of such breach and/or Promoter shall be entitled to take such other legal steps against such defaulted members as provided under law.

## **8. MONTHLY COMPENSATION AND SECURITY DEPOSIT FOR TEMPORARY ACCOMODATION: -**

For the purpose of redevelopment of the said property, the Owner Society and its members will be required to vacate their respective premises. It is, therefore, agreed as under:

- a) The members shall arrange for an alternate, temporary accommodation of their own. Pending the delivery of possession of the agreed permanent apartment/flat in the new building, the Promoter shall pay to the each of the member herein Rs.35/- (Rupees Thirty Five Only) for the intial first year and there shall be 10% escalation every year till vacant physical possession of the newly constructed apartments along with OC is offered to each of the member.
- b) The Promoter shall pay to each member refundable interest free security deposit for such alternate accommodation in the following manner:
  - i) Rs.25,000/- to the each member having one room kitchen.
  - ii)Rs.40,000/- to the each member having one bedroom hall and kitchen.
  - iii) Rs.50,000/- to the each member having two bedroom hall and kitchen.

The Promoter shall make the advance payment of monthly compensation to each member at the time of issuance of vacation notice, which shall be issued to society by the Promoter immediately after approval of the building plan and issuance of commencement certificate by the TMC. At the time of giving vacation notice Promoter shall also provide cheque for security deposit, brokerage, one way shifting loading- unloading charges as stated in clause 8 (c) below.

- c) In addition to the said monthly compensation, the Promoter shall also make arrangement of Rs.10,000/- (Rupees Ten Thousand Only) to and fro, for shifting of the member from his/her/their respective existing flat to the alternate accommodation as well as from alternate accommodation to the new flat of such member to be situate in the new building. The first part of such charges of Rs.5,000/- to each of the member shall be provided along with said vacation notice and balance Rs.5,000/- shall be provided at the time of possession of new apartment. The second part of such charges of Rs.5,000/- shall be offered to each of the member at the time of offering the possession of new apartment.
- d) The Promoter shall handover to all member one additional cheque equivalent to one-month compensation towards the brokerage amount along with said vacation notice.
- e) The Promoter shall continue to pay the monthly compensation till completion of the new building and till offering the possession of the new proposed apartment in new building and till the date of receipt of full Occupation Certificate, whichever is later. The payment of monthly compensation shall be made through online transfer (NEFT/RTGS) for which each of the member shall give his/her/their respective bank account details.
- f) The Promoter shall issue notice to the member after receipt of the Occupation Certificate, inter-alia, informing to take the possession of the new apartment. After receipt of said notice the member shall be liable to take the possession of the new apartment within 1

month from the date of receipt of said notice. The Promoter shall be liable to pay monthly compensation for another one month from the date of obtainment of occupation certificate only.

- g) The said refundable deposit as mentioned in clause 8 (b) above shall be returned by each of the member at the time of delivery of possession of new apartment. Unless it is returned, the concerned member shall not be entitled for possession of his/her/their respective new apartment.
- h) The member shall not demand any other consideration in any form apart from said monthly compensation.

#### **9. SEPERATE ALLOTMENT AGREEMENT:**

- a. The Owner Society know and understand that against allotment of new apartment to each of the member as agreed in consideration clause, execution and registration of the individual/separate allotment agreement/s shall be required.
- b. For the members, who shall be purchasing additional area at the carpet rate mentioned hereinabove, shall be required to execute such allotment agreement as provided under RERA. The members shall accordingly make themselves available for the execution of the said agreement.
- c. The separate allotment agreement as stated above with the members shall be executed after receipt of RERA certificate.
- a. The requisite stamp duty and registration charges as applicable on aforesaid individual allotment agreement

shall be born and paid by the members alone and GST as applicable shall be paid by the Promoter only on services provided by it.

- b. However, any additional stamp duty, registration charges and GST as applicable on account of member purchasing additional area shall be paid by the respective member.

**10. PROJECT ARCHITECT:**

- a. The Owner Society as stated herein before appointed Archtype Consultants (I) Pvt. Ltd. as the project Architect and through the said Architect has ascertained the potentiality of the development of the said property and after understanding the feasibility and potentiality of the development both the parties herein, finalized the terms and conditions including the consideration pertaining to the development of the said property.

**11. TIME FRAME:**

- a. The Owners Society and its members specifically undertake the Developer that within 30 days from the date of receipt of vacation notice from the Promoter to the Owner Society after issuance of IOD, they and each of them shall vacate their existing premises and shall shift to the alternate accommodation which they themselves shall acquire. Of course, during that period in order to enable the members to acquire the temporary accommodation, the Developer shall hand over to each one of them the cheque pertaining to the security deposit and monthly compensation, in the manner stated in clause \_\_\_\_ above.

- b. After getting the entire property vacated, the Promoter shall undertake the demolition work of the existing buildings and shall demolish the same within the period of \_\_\_\_ days from the date of getting the vacant possession of the entire property. All the debris that shall become available out of such demolition shall belong to and shall be appropriated to itself by the Promoter. Thereafter within 15 days the Promoter shall give the commencement notice to TMC for undertaking the construction of the proposed building. After sanctioning of said commencement notice by TMC the Promoter shall commence the construction of the proposed buildings on the said property and shall deliver the possession of the new Apartments of members complete in all respects, to the members within \_\_\_\_ months (by obtaining Occupation Certificate from TMC) from the date of sanctioning of commencement notice by TMC. TIME SHALL BE THE ESSENCE OF THE CONTRACT. However, the Promoter shall be entitled to the extension of time for all or any of the following reasons.
- i. War, civil commotion or act of God, force measures such as pandemic disease, lockdown, restriction by Government on movement and supply of material; or any other natural calamity which is beyond the control of the parties hereto viz. earthquake, floods, Tidal Waves, riots, war, tempest, civil commotion, terrorist attacks, dire scarcity of material viz. steel, cement, and or any other material, strikes, political unrest and emergency declared by the Government.

- ii. Any notice, order, rule, notification of the government and or other public or competent authority said Thane Municipal Corporation and/or the court of law inter alia prohibiting/stopping the development and/or construction work or any other drastic change in the State or Central Government about the policy and the Development Control Rules.
- iii. If the redevelopment is halted or delayed due to defect in the title of the society and/or due to any delay or default on the part of society and/or its existing members in compliance of their obligation under this agreement and/or under statute.
- iv. Any other circumstances beyond the control of the Promoter.
- v. SAVE AND EXCEPT extension of time as stipulated above the Promoter shall not be entitled for the extension of time on any other grounds or reasons.

## **12. RIGHT OVER PARKING SPACES:**

- a. The Promoter shall allot one four wheeler parking space free of cost to each members in the podium surface level parking system located in the stilt area. The Promoter has agreed to provide electric charging station for two wheelers and four wheelers. Podium parking dimensions typically require minimum 2.5m X 5.0 m vertical clearance usually requires minimum of 2.4m, while ramps must be at least 3.0 m wide for one-way and 6.0m for two-way traffic.
- b. Save and Except the car parking spaces allotted to each of the member, as per the provisions of RERA, Promoter

is entitled to deal with and/or sell/allot the remaining all parking spaces to the prospective allottee/s/purchaser/s. Accordingly, Promoter shall have the right to allot, sell and transfer such covered parking spaces to the prospective allottee/s and to receive and appropriate to itself the consideration against such allotment.

- c. In case if any of the member desires to purchase further additional four wheeler parking then he/she/they shall be liable to pay such price as may be quoted by the Promoter for such additional parking, if such additional parking is available at that time.
- d. The Promoter agrees that while allotting the parking space in the mechanical puzzle parking system or dependable stack parking system to the prospective allottee/s, it shall incorporate specific clause in Allotment Agreement, inter-alia, stipulating that such prospective Allottee shall be liable to pay proportionate share in maintenance cost, that shall require to be incurred in respect of such parking and shall accordingly pay said amount to the Owner Society as may be determined by the Owner Society, after getting possession of new Apartment along with such parking space. The members who shall become entitled to the parking space, as stated in clause (a) above shall also be liable to pay proportionate share in maintenance cost at par with said prospective new allottees.

### **13. RERA COMPLIANCE:**

The Promoter alone as a promoter shall be liable to comply with all formalities and obligations under Real Estate (Regulation and Development) Act – 2016 entirely at its own cost, expenses, risk and liability. The Promoter shall register the Real Estate project of redevelopment of said property with the regulatory authority before sale, allotment and/or advertisement of any of the apartments. After entire vacation of said Raghukul buildings by all the members and after issuance of commencement certificate in respect of the plan, within 30 days Promoter shall submit the application under Section 4 of RERA to the regulatory authority. While making such application, Promoter shall comply with all statutory obligations under RERA including payment of all requisite fees for registration. After issuance of certificate for registration by the Regulatory Authority, Promoter shall forward the MahaRERA project registration number along with the copy of certificate of registration to the society within 7 days from the date of issuance of such certificate by the Regulatory Authority. Promoter alone shall be liable to comply with all obligations as promoter of real estate project, under RERA so also for all the consequences arising out of non-compliance of any such obligations and Owner Society shall not be held responsible for the same. The period i.e. from the date of submission of application for registration with Regulatory Authority under RERA till issuance of RERA registration certificate shall be excluded from the project completion period.

**14. RIGHTS OF PROMOTER AND PROSPECTIVE BUYERS/ALLOTTEES:**

a. POSSESSION OF THE PLOTS OF THE OWNER SOCIETY:

From the date of execution hereof, the Promoter, their authorised representatives, agents, contractors and/or anybody claiming through or under them shall be entitled to enter into the said property and to remain in possession thereof till completion of project of said property in accordance with this Agreement. The said possession however shall be considered as license given to Promoter pursuant to this Development Agreement. During the course of redevelopment, the Promoter shall be entitled to preserve/protect such possession in accordance with law. Upon execution hereof, the Promoter shall be entitled to display at its own cost and expenses its name board as a Developer/Promoter of said property at the location of said property and shall be entitled to put up the advertisement hoardings and boards for advertising the sale of apartment upon said property at suitable locations. The Promoter shall also have to right to display its name/logo/symbol/etc., as the Promoter of the property, on the buildings, entry and exit gates and/or inside the building, even after completion and handing over of the project. The Promoter shall at its cost also be entitled to encompass the said property by obtaining all permissions if required to be obtained from Thane Municipal Corporation or other competent Authorities.

b. PROMOTER'S RIGHT TO SELL THE BALANCE PREMISES:

Save and Except the new apartments and parking spaces to be allotted to the existing \_\_\_\_ members, all other and further premises/apartments as well as the car

parking spaces that shall be constructed and/or become available in the new building shall solely and absolutely vest with the Promoter and Promoter shall either retain the said new premises/apartments/parkings with itself and/or shall sell, allot and/or transfer the available new apartments/parkings on ownership basis on such terms and conditions and for such consideration as may be deemed fit and proper by the Promoter. All the consideration and other money that shall become available by sale, transfer and/or alienation of such apartments/parkings to be situate upon any of floors shall be appropriated by the Promoter to itself without rendering any account thereof to the Owner Society and/or members. The Promoter in the same way shall have a right to individually approach the members and to negotiate with them individually with regard to replacement and/or relocation of their respective new Apartments to be allotted in the said proposed new building and/or for surrender or transfer of members existing premises or new premises to the Promoter and/or its nominees/partners, etc. and the Owner Society does not have any objection for the same.

- c. Further Promoter shall handover possession of the free sale flats to any of the flat purchasers only after possession of new flats is offered to all members. The Promoter shall become member of the Owner Society in respect of the unsold apartments/flats/parkings in the proposed buildings on the said property. The Promoter shall have an exclusive right to allot/assign/give on rent the flats/apartments, together with the amenities and car

parking spaces, to the person(s) of its choice and the Promoter shall also have an exclusive right to create any third party charge on the apartments/flats of its share for raising the finance from the financial institutions and the Promoter shall also have the right to mortgage the said apartments/flats (coming to the share of the Promoter) in favour of any Bank, Institution or person and the Owner Society is hereby granting an irrevocable necessary consent for the same.

- d. The allottees/transferees/purchasers/holders of such premises to whom as aforesaid Promoter shall alienate, allot and/or transfer Apartments, all shall be admitted as a member of the Owner Society by the Owner Society on usual terms and conditions i.e. by taking membership, entrance fees and share capital amount from them, as per the relevant by laws and rules of the Maharashtra Co-operative Societies Act 1960. The Promoter shall execute requisite agreement under Section 13 of the RERA and/or such other applicable Law with such allottees/purchaser/s in its own name and/or by joining the Owner Society as confirming party and shall execute such agreement not only for itself but also for and on behalf of the Owner Society as its constituted attorney. In case if the said premises are retained with it by the Promoter, then the Promoter shall be entitled to allot the same by way of lease/ leave and license and/or in any other manner to any third parties. Promoter agrees to pay regular maintenance to the Owner Society for all unsold apartments.

- e. It is agreed between the parties that Owner Society shall enrol the new Purchaser/Allottee/s as their member subject to compliance of terms and conditions of the present Agreement and the provisions of the approved by-laws of the Society. The intending member will be liable to pay necessary entrance fee, share money and other charges as prescribed in the by-laws. Accordingly, the Promoter will make specific provision in model agreement of new purchaser. Owner Society shall not charge any transfer charges, premium and/or donation to such new Purchaser/Allottee/s for and against making him/her/them as the member of the Owner Society.
- f. The Owner Society and its members doth hereby declare that the Promoter has agreed to develop the said property under assurance and understanding that it shall as aforesaid become entitled to the alienation and/or enjoyment of above stated extra/additional premises and therefore the Owner Society and/or members shall not by any of their acts/deeds or omissions cause prejudice to the said rights of the Promoter.
- g. The Promoter shall have all right to make any amendment and/or revision in sanctioned plan for the purpose of taking any additional further benefit of FSI/DR/TDR with approval of the Owner Society. In order to develop the said property with its fullest potentiality, the Promoter shall be entitled to all existing FSI/DR/permitted potential TDR, and/or other benefits available under the existing DC Rules and regulations of the said Thane Municipal Corporation so also shall be entitle to submit all requisite revised/modified plans

and/or shall also be entitle to execute all required documents/instruments for securing TDR/DR/premium FSI/Slum FSI/ancillary FSI and/or other development potentiality. While making any such amendment or revision in the said plan, the Promoter shall not cause any curtailment in the agreed area of the new apartments/flats to be allotted to the existing members of Owner Society. The Developer shall be entitled to develop the said property by utilizing the entire available development potentiality of the said property under existing UDCPR. Owner Society and /or its existing members doth hereby give his/her/their consent for carrying out such modification and / or alteration in said plan and / or for making additional construction and / or alteration in the proposed building. However, while making such addition and / or alteration Developer as mentioned above shall not cause any modification / alteration or revision in agreed area of existing members in their respective new apartments without obtaining their written consent for the same.

**15. POWER OF ATTORNEY:**

Simultaneously with the execution hereof, the Owner Society shall execute, in favour of the Promoter necessary Power of Attorney, in pursuance of this agreement with a view to enabling the Promoter to do various acts, deeds, matters and things including obtaining various permissions, no objections and orders, for development of the said property and/or to seek amendments, modifications in sanctioned plan as and

when required, to carry out the construction and redevelopment of the said property, save and except the new apartments of the existing members earmarked for them, to sell the remaining apartments and premises therein to the prospective buyers on ownership basis, to allot the car parking spaces to the prospective Allottees, to enter into agreement for sale of apartments and premises and generally to do all other acts, deeds, matters and things as the Promoter is entitled to do under this agreement. It is however agreed that all such powers which shall be given to the Promoter and/or its nominee/s under the said power of attorney, shall be performed and exercised by the Promoter and/or its such nominee/s entirely at their cost, expenses, risk and liabilities.

**16. THE PROMOTER HEREBY COVENANT, AGREE AND UNDERTAKE AS UNDER:**

- a. The Promoter shall at its costs, expenses, risks and liabilities obtain all approvals for the purpose of doing the development of the said property legally and lawfully.
- b. The Promoter shall supply to the Owner Society from time to time, the copies of all such permissions, approvals, etc. such as sanctioned plans, commencement certificate, revised approved plans, revised commencement certificate, plinth certificate, occupation certificate, etc.
- c. The Promoter shall strictly adhere to the rules and regulations of Thane Municipal Corporation and other

authorities while doing construction of the new building.

- d. The Promoter shall also adhere to the provisions of RERA and shall comply all the obligations as promoter under RERA at its cost, expenses, risk and liability.
- e. All expenses, charges, etc., that shall be required to be borne and incurred for the erection work of the new building, shall be incurred by the Promoter. All deposits, charges etc. that shall be required to be paid to the said Thane Municipal Corporation shall be paid by the Promoter. In case of refundable deposit, the Promoter shall be entitled to seek refund of such refundable deposit from concerned authorities after completion of redevelopment project. All fees, remunerations, salaries, charges, etc., payable to the Architect, RCC consultants, Engineers, Accountants, employees, labourers, valuers, surveyors etc., shall be paid by the Promoter. The Promoter shall also reimburse to the owner society, the fees paid and/or payable by them to the appointed Project Management Consultant, viz. Architect Archtype Consultants (I) Pvt. Ltd.
- f. The Promoter shall not assign the development rights granted to it vide this Development Agreement to any other third parties without prior written consent of the Owner Society. However, Promoter shall be entitled to reconstitute its firm or convert it into LLP or private limited company, etc. The Promoter shall intimate the Owner Society in writing about such conversion, reconstitution, etc. In such case the obligation of

Promoter arising under present agreement shall be binding upon the new entity/reconstituted entity as it is.

- g. The Promoter shall construct an office for the society subject to and in accordance with the area available on the said property free of cost.
- h. The Promoter shall construct a well equipped clubhouse, subject to and in accordance with the area available on the said property free of cost.
- i. The Promoter shall provide at its cost all amenities agreed to be provided in the tender and/or Annexure \_\_\_\_\_ annexed herewith.

**17. COVENANTS BY OWNER SOCIETY:**

- a. Except the present Development Agreement, the Owner Society has not transferred and/or entered into any Agreement or arrangement of whatsoever nature with any other Firm, person/s, by way of sale, lease, mortgage, lien, charge or redevelopment, etc.
- b. There is no order of attachment before or after judgment and/or order of injunction passed by any Court and/or prohibitory order passed by any Government or Semi-Government Authority whereby the Owner Society is restrained from granting the development rights for re-development of the said property as is being done by virtue of these presents and/or redeveloping the said property.
- c. There are no proceedings pending under the provisions of Income-tax Act and/or under any other law whereby the Owner Society is restrained from redeveloping the

said property and/or granting the development rights for redevelopment of the said property as is being done by virtue of these presents.

- d. There are no statutory and/or contractual dues outstanding so far as the same pertains to the said property.
- e. That the Owner Society has duly paid and discharged in full, all dues and liabilities in respect of the said property, including Municipal and Government taxes, outgoings and maintenance charges etc., as on date, and shall continue to pay such taxes and outgoings, etc. to the concerned authorities till handing over the vacant possession of the entire said property to the Promoter. If in future it is established that any of the dues in respect of said property are due and/or outstanding, till the date the entire vacant possession of said buildings is handed over to the Promoter for demolition, then the Owner Society shall clear the same immediately.
- f. The Owner Society has not received any notice for acquisition or requisition of the said property whereby the Owner Society is restrained from granting development rights for redevelopment of the said property.
- g. As and when called upon by the Promoter, the Owner Society and its existing members shall sign such plans and other necessary papers and documents including consent letters, affidavits, declarations, undertakings as may be deemed fit and proper as and when required

and necessary for smooth redevelopment of the said property.

- h. The Owner Society and its members shall not interfere with the day-to-day work of construction carried out by the Promoter under these presents, so long as the construction work is carried out in accordance with the plans sanctioned by the Municipal Corporation and there is no breach of any of the provisions of this Agreement or any law. The Managing/Redevelopment Committee of the Owner Society shall however be entitled to supervise the overall redevelopment of the said property through its managing committee and so also the Architect.
- i. The Owner Society shall at its own costs defend any proceedings that may be initiated by any person claiming any rights which may adversely affect the right, title and interest of the Owner Society and/or the marketability of its title to the said property, in so far as it affects development of the said property by the Promoter, and keep the Promoter indemnified against all the losses or damages that may be caused to the Promoter due to such litigations.
- j. Save and except the premises allotted to the members, the balance entire premises shall vest with the Promoter and Promoter can utilize the same as per his/its discretion and Owner Society and/or members will not object the same.

**18. PERMISSIBLE VARIATION IN THE AGREED AREA :**

It is hereby mutually agreed by and between the parties hereto that a variation to the extent up to 3% in the area agreed to be allotted by the Promoter to the Owner Society and the members is permissible. If the area agreed to be allotted by the Promoter is decreased beyond 3%, then the Promoter shall be liable to reimburse for such decreased area at the prevalent market rate. Similarly, if the area agreed to be allotted by the Promoter is increased beyond 3%, then the Promoter shall be entitled to be reimbursed for such increased area at the prevalent market rate.

**19. TITLE INVESTIGATION BY PROMOTER:**

The Promoter, at its own costs and expenses shall be entitled to independently investigate and ascertain as to whether the title of the Owner Society in respect of the said property is clear, marketable and free from all the encumbrances or not. Similarly the Promoter, at its own costs and expenses, shall obtain a title certificate from a competent solicitor/lawyer/advocate, which shall be annexed to the allotment agreements under RERA, which the Promoter has agreed to execute and register in favour of the existing members for allotment of their respective newly constructed premises in the proposed building on the said property.

**20. PROMOTER TO DO ALL ACTS, DEEDS, MATTERS THINGS IN REDEVELOPMENT:**

On and after execution hereof, the Promoter at its own costs, expenses, risks and consequences, shall do or

cause to be done the following acts, deeds, matters and things in the matter of redevelopment of the said property, which are as under:

- a. To put up and/or to erect sign boards on the said property, as required by the Thane Municipal Corporation, in the prescribed format, for announcing commencement of the construction of the proposed building on the said property. However, after obtainment of occupation certificate the Promoter shall remove all hoardings, advertisement, boards, etc. at its own cost and expenses except the boards mentioning the 'R K Logi World' at appropriate places.
- b. To install the fencing surrounding the said property with a view to avoid any uncalled mishap or accident while carrying out redevelopment of the said property and for prohibiting any unauthorised entry therein.
- c. To appoint RCC Consultants, Building Contractors, Civil Engineers, Surveyors, Project Management Consultant, experts for testing soil and for obtaining feasibility reports and all other experts in the matter of redevelopment of the said property and to pay their professional fees and charges.
- d. To cause the building plans to be drawn and submitted to the Thane Municipal Corporation for obtaining sanction/s, to make alterations, corrections, changes in the building plans that may be suggested by the Thane Municipal Corporation and to get the said building plans sanctioned from the Thane Municipal Corporation. As mentioned herein before to submit the revise plan for approval to Thane Municipal Corporation for consuming

the entire development potentiality of the said property and to seek approval thereto at its own cost and expenses.

- e. To pay development charges, scrutiny charges, betterment charges and all other charges and deposits to the Thane Municipal Corporation while obtaining sanction/s/ revised sanctions to the building permissions in respect of proposed building on the said property.
- f. To carry out onsite survey of the said property through the Surveyor appointed by the Promoter and if required, from the Government Machinery and to obtain survey maps/plans and survey reports in that regard and also to obtain D.P. remarks from the Thane Municipal Corporation.
- g. While carrying out the construction of the proposed building on the said property, the Promoter shall use building material of the best quality and as approved by the Architect, RCC Consultants and other experts.
- h. To approach the concerned authorities for obtaining service connections including water and electricity for carrying out the construction and redevelopment of the said property.
- i. To lay drainage pipes, cables, water pipes and other connections in the proposed building on the said property, as may be directed by the Thane Municipal Corporation while sanctioning the building plans.
- j. To apply for and obtain occupation certificate from the Thane Municipal Corporation in respect of new building to be erected by the Promoter upon the said property.

**21. NEW ELECTRICITY AND WATER CONNECTIONS:**

- a. The Promoter do hereby agree and undertake to provide one single phase electric meter to each member. All the costs and expenses in that regard, including the security deposits for obtaining such electricity meter shall be borne and incurred by the concerned member alone.
- b. The Promoter do hereby agree and undertake to provide one water meter to the proposed buildings to be constructed upon the said property. All the costs and expenses in that regard, including the security deposits for obtaining such water connection shall be borne and incurred by the Promoter.

**22. SECURITY:**

After vacation of said property by all the members including their respective existing premises and at the time of commencement work of new building, Promoter shall submit a bank guarantee of Rs. \_\_\_\_\_/- in favour of the Society as a security for due performance of the obligation of this agreement by the Promoter.

**23. LIABILITY ON PROMOTER IN RESPECT OF REPAIRING IN THE PROPOSED BUILDING:**

The Promoter do hereby agree and undertake to incur all the costs and expenses for carrying out repairs in the proposed building pertaining to the quality of construction of the said property and for rectifying all the defects, etc., therein regarding the said quality of construction for five consecutive

years from the date of obtaining the Occupation Certificate, subject to the condition that said defect has not occurred/shall not be the result of any internal and external work carried out by the concerned member within or outside the concerned new apartment. Thus, the Promoter shall not be liable for carrying out repairing or removal of those defects which shall be occurred due to acts and/or omissions on the part of concerned member. The detail provision for defect liability shall be incorporated in the respective Allotment Agreement to be executed with respective existing member.

**24. SPECIAL CLAUSE:-**

As mentioned in the recitals, the Owner society is already the owner of the said property. In the circumstances, there is no question of execution of land conveyance after completion of redevelopment. But in case any document is required to be executed, inter-alia, to handover/transfer the new buildings to the Owner Society then Promoter shall execute such document, but cost, expenses, stamp duty, registration charges and/or such other charges or levies that may be payable upon such document shall be paid to the concerned authorities by the Owner Society and/or holders of new apartments proportionately. The Promoter shall not be responsible for payment of any such charges but shall make himself available for execution and registration of such document if at all its execution and registration is mandatorily required under the provisions of law.

**25. MISCELLANEOUS:**

- a. Loan - The Owner Society hereby agree that the outside purchasers and existing members purchasing extra area are entitled but absolutely at their own risks and without making the Owner Society liable in any amount, to avail housing loan/s from any financial institutions, banks, organizations, employers, by mortgaging their respective apartments agreed to be purchased by them. The repayment of the loan, interest and other charges on such loan/s, shall be the sole responsibility of the flat purchaser/s and/or existing members purchasing extra area. In such case, the recovery action of the financial institution would be only against such flat/apartment, and the flat purchaser/s and/or existing members purchasing extra area and not on the land/building and/or against qua the Owner Society and/or the other existing members and/or the Promoter.
- b. The entire development/construction costs including the fees payable to Architect, RCC consultant and all other consultants appointed by the Promoter, the bills of the various contractors appointed by them, the wages & the dues of workmen, bills of suppliers, and all other charges, fees and deposits to be paid to the concerned authorities for the construction work, shall be borne and paid by the Promoter alone. All premium, fines, fees, etc. shall become payable to the Thane Municipal Corporation and other concerned authorities for obtaining sanction to the building plans, (including the amendment to the building plans) as also for utilising all FSI/TDR benefits which shall be consumable in the redevelopment of said property, shall all be borne by the Promoter alone.

- c. The Promoter on and from the date of all members vacating their respective premises, shall pay and discharge all taxes and outgoings including Municipal Taxes, property tax, water bill, NA taxes and all other charges, rates, cess, taxes that may be levied by any public body or Authorities in respect of the said property and which would be payable by the Owner Society as the owner. In the event of the Promoter paying any refundable deposits to the Thane Municipal Corporation and other concerned authorities in the course of development of the said property in the name of the Owner Society, the Promoter shall be entitled to the refund of such deposit in its own name. To enable the Promoter, to obtain the refund the Owner Society shall sign or execute all such documents as may be required by the Promoter in that behalf without raising any objection or requisition in that regard.
- d. It is specifically agreed and accepted by the existing members that while causing revision in the plans as per the right given to the Promoter in this agreement, the Promoter shall not make any revision in the plans without consultation with Owner Society and Project Architect.
- e. The existing members vide resolution dated \_\_\_\_\_ have jointly as well as severally confirm, consent the granting of development rights of the said property to the Promoter herein and further declare and assure the Promoter about his/her/their respective right, title and interest upon their respective existing Apartments. The members have also given their common as well as individual consent to and in favour of the Chairman,

Secretary and Treasurer of the Owner Society herein to execute and register the present agreement and requisite power of attorney in the name of the Owner Society and for the Owner Society and there under to grant upon the Promoter and/or its Partner/s all such requisite powers of development in respect of the said property.

- f. If either of the parties to this Agreement commits any breach of this Agreement and/or do not perform its part of this contract, then and in that case, the aggrieved party shall have right to get specific performance of this Agreement through the process of law against the defaulting party or invoke any other remedy under law and in that case, defaulting party shall bear their own expenses including the expenses likely to be incurred by the affected party and shall reimburse the same immediately to the affected party.
- g. All the parties covenant with each other to execute all such other and further documents, deeds, applications, bonds, declarations, attorneys, and/or such other writings in favour of each other, inter-alia, for giving complete and full effect to the intent of this Agreement and shall render all required co-operation to each other, so as to achieve intention of having said property redeveloped by the Promoter in terms of this agreement.
- h. The whole of the works included in the Development Agreement shall be undertaken by the Promoter and the Promoter shall not directly or indirectly transfer, assign the rights subject to what is stated in clause 16 (f) above.
- i. All the parties covenant with each other that they or any one of them shall execute and sign as and when required

any such further and/or additional documents, deeds, applications, declarations, bonds etc., for more perfectly and completely securing the total intent of the transaction recorded herein.

- j. The Promoter shall be entitled to avail project finance or financial loan from any financial institution and for that purposes shall be entitled to create charge or mortgage upon saleable premises. While creating such mortgage, Promoter shall not be entitled to create any charge on said land and/or upon new apartments of the members. The Promoter specifically assures the Owner Society that it shall be its sole responsibility to repay the loan along with the interest and/or penalty accrued thereupon to such financial institution and shall indemnify and keep indemnified the Owner Society and its members against any loss, injury or damage arising out of non-repayment of said loan.
- k. The Promoter shall be entitled to allot the terrace which shall be appurtenant to any new apartment and/or forming part of new apartment to the Allottee of such apartment upon such terms and conditions and for such consideration as may be deem fit and proper by the Promoter. Such allotment of terrace shall not be objected by Owner Society and/or its other Members. The Promoter shall not enter into any transaction of whatsoever nature or part with possession of common terrace of new building with any person/s, institution, etc.

**26. JURISDICTION:**

In case any dispute arises between the parties to this Development Agreement in regards to the interpretation of any of the terms and conditions of this Agreement and/or in respect of any duty or liability cast upon any of the Parties to this Agreement and/or for any other reason whatsoever, the same shall be subjected to the jurisdiction of the courts at Thane only.

**27. GST:**

GST as applicable on account of any member purchasing additional area shall be born and paid by such member alone.

**28. STATUS OF PROMOTER AS 'PROMOTER':**

The Promoter do hereby agree and declare that the status of the Promoter herein shall be that of Promoter as contemplated under the Real Estate Regulatory Authority viz. RERA and the Rules framed thereunder and the Society is not and shall not be in any manner responsible for compliance of any of the provisions of RERA.

**29. POSSESSION OF ORIGINAL DEVELOPMENT AGREEMENT:**

The Original of this Development Agreement, duly registered shall be retained by the Promoter till completion of the project. However, after handing over the possession to the Owner Society the Promoter shall handover the original copy of this Development Agreement to it. A true copy of this agreement, shall be provided by the Promoter to the Owner Society, on the registration thereof. Likewise all the Agreements of Allotment of all the apartments shall remain

with those respective members and the Promoter shall have the true copy of each of them. The Promoter shall hand over all the original documents such as sanctioned plans, drawing and designs of drainage, firefighting, electrical, etc. to the Owner Society at the time of handing over the possession to the owner Society.

**30. RIGHT OVER REFUNDABLE DEPOSITS:**

The Promoter shall be entitled to get the refund of all refundable deposits that may be paid by the Promoter to the Thane Municipal Corporation and/or to any concerned authorities. In the event, the refund of deposits is received by the Owner Society, from such authorities, the Owner Society shall forthwith refund the same to the Promoter.

**31. DEATH OF ANY OF THE MEMBER:**

- a. After the execution and registration of this Development Agreement and till handing over of the possession of the respective premises to any of the member, if any of the member dies, then Owner Society shall take requisite steps for recording the name/s of legal heir/s of such deceased member as per the requisite provisions of law in the record of society. Owner Society shall inform to the Promoter about recording of name of such legal heirs of deceased member. Thereafter promoter shall handover the possession of new apartment to such legal heirs subject to receipt of due payment.
- b. In case of death of one of the partner of Promoter, the other Partner shall continue with the redevelopment. In case of bankruptcy of said firm, this project of

redevelopment will proceed as per the applicable laws i.e. RERA.

- c. The present agreement shall be valid, subsisting and binding upon legal heirs of member and partners and legal heirs of the Promoter herein in case of death of any one of them.

### **32. STAMP DUTY AND REGISTRATION CHARGES:**

All costs, charges, expenses, including stamp duty, registration, out of pocket expenses in respect of this Agreement, Power of Attorney, Indemnity Bonds, Declarations etc., shall be borne and paid by the Promoter alone. As stated herein before, the Promoter shall execute with each of the member separate allotment agreement in respect of the allotment of the new apartments to the member. The Owner Society shall be Confirming Party to the said agreement and each member shall be Allottee in the said respective agreement. The charges of stamp duty, registration, scanning and other ancillary expenses that shall be imposed or payable for and against such allotment and/or in respect of such allotment agreement to be executed with each of the member so also the charges of stamp duty, registration, scanning and other ancillary expenses payable upon additional area that shall be purchase by the member shall be paid and incurred by such respective member.

### **SCHEDULE I ABOVE REFERRED TO**

#### **(said land)**

All that piece and parcel of land all that piece and parcel of plot of land bearing **Gut No.53 (P)**, admeasuring **12689 sq.**

**meters**, lying, being and situate on Parsik Revenue Village, Taluka and District Thane (W), within the limits of Municipal Corporation for the City of Thane, Registration District and Sub-District Thane and which is bounded as under:

On or towards East :  
 On or towards West :  
 On or towards South :  
 On or towards North :

**SCHEDULE II ABOVE REFERRED TO**

**(said Patil land)**

All that piece and parcel of land all that piece and parcel of plot of land bearing **Gut No.53 (P)**, admeasuring **1214 sq. meters**, lying, being and situate on Parsik Revenue Village, Taluka and District Thane (W), within the limits of Municipal Corporation for the City of Thane, Registration District and Sub-District Thane and which is bounded as under:

On or towards East :  
 On or towards West :  
 On or towards South :  
 On or towards North :

**SCHEDULE III ABOVE REFERRED TO**

**(said property)**

All that piece and parcel of lands bearing **Gut No.53 (P)**, admeasuring **12689 sq. meters and Gut No.53 (P)**, **admeasuring 1214 sq. meters**, lying, being and situate on Parsik Revenue Village, Taluka and District Thane (W), within the limits of Municipal Corporation for the City of Thane, Registration

District and Sub-District Thane together with Raghukul Co-Operative Housing Society 14 Buildings comprising of 281 units.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS DEVELOPMENT AGREEMENT SEALED AND DELIVERED THESE PRESENT ON THE DATE MENTIONED HEREINABOVE IN PRESENCE OF EACH OTHER AND THE WITNESSES.**

SIGNED, SEALED AND DELIVERED  
BY THE WITHIN NAMED **OWNER/SOCIETY**  
**RAGHUKUL CO-OPERATIVE HOUSING**  
**SOCIETY LTD**

Through its

**1) CHAIRMAN, SHRI CHANDRASHEKHAR**  
**MURLIDHAR YERAWAR,**

**2) SECRETARY, SHRI PANDURANG GOKUL PATIL**

**3) TREASURER,**

In the presence of

- 1.
- 2.

SIGNED, SEALED AND DELIVERED  
BY THE WITHIN NAMED **PROMOTER**  
**R K LOGI WORLD**

through its PARTNERS

**1) MR. RANDHIR PARSHURAM MHATRE,**

**2) MRS. SAYLI RANDHIR MHATRE,**

In the presence of

- 1.
- 2.

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**ANNEXURE "O"**

**SPECIFICATIONS AND LIST OF AMENITIES**

1. Floor to floor height – 3.05 M.

2. R.C.C. framed structure with external walls 6" thick brick/concrete blocks and internal 4" thick brick masonry walls/concrete blocks, exterior surfaces finished with spectrum / Renovo Synthetic resin plaster and internal surfaces with min. 12 mm thick sand plaster with neeru finish.
3. Entrance lobby with decorative marble for flooring and dado. Remaining stilt area shall have interlocking paver blocks.
4. Staircase risers, treads and landings in marble up to 1<sup>st</sup> floor and Kota stone from 1<sup>st</sup> floor onwards, with TW handrail for staircase. All risers and treads shall be in one piece with ½ inch nosing.
5. Flooring : 2'X 2' Vitrified floor tiles (Marbonite / Kajaria / Nitco /Johnson).
6. Tile dado : Full height dado of Designer Ceramic glazed tiles of approved make and colour in all toilets and bathrooms with decorative border, and up to Ceiling height above kitchen platform. (Nitco/Kajaria / Johnson)
7. Sanitary ware : Hindustan / Neycer / Cera/ Kohler / Jaguar
8. Kitchen platform : Kadappa frame with Granite top and fascia and stainless steel sink. Service platform as per plans.
9. Plumbing : Concealed plumbing with CPVC pipes and 'Jaquar' C.P. fittings. Bathrooms and combined toilets to have hot and cold water piping with mixer and shower, and geyser point on loft.
10. Electricals : Concealed electrical wiring of 'ISI Mark' of Polycab make copper wire of approved gauge, with PVC junction boxes, P.V.C. conduits and Modular switches (L&T /Seimens). Light points to be provided as per electrical layout. Phone and TV cable points in Living room and bedrooms, wiring for inverter.
11. Heavy gauged Anodized Aluminium framed glazed windows with Black Granite cill with 1" series sections and 5 mm clear toughned float glass approved by architect, sliding, openable or louvered as per drawing, with handles, hinges, stoppers etc., of approved quality. French windows for living room. Extra track with Mosquito Net (S.S.). To provide Exhaust fans in toilet & kitchen windows.

12. Marble threshold for main door of each flat.
13. Main Door – T.W. framed, panelled door with french polish, with Godrej tri-level latch, Safety chain, handles, aldrop, tower bolt, hinges etc. of approved quality.

Other doors – Solid core flush doors in teak frames, with handles, aldrop, stopper, tower bolt, hinges etc., of approved quality.

Toilet doors : Moulded F.R.P./P.V.C. doors with handles, hinges, tower bolts etc., of approved quality; fitted on marble frame.

14. Lift of approved size and type (OTIS/Misubishi/Fujitek/KONE).
15. Paving of P.C.C. (plinth protection) around building as shown in drawing.
16. Compound wall and gates as per design
17. Terrace shall have water proofing with full brick coba finished with glazed tile chips in white cement.
18. All external surfaces shall have two coats of Water proof "Acrylic emulsion" paint finish of approved tint. Internal surfaces shall have colour wash. All wooden frames, doors shall be finished with approved quality enamel paint unless otherwise specified.
19. Split A/C slot provision for bedrooms & living rooms.
20. Common toilets at Ground floor for security/servants etc with electric locking facility.
21. Borewell with pump.
22. Rain water harvesting system for ground water recharge.
23. Security Cabin near gate as per design.
24. Anti-Termite Treatment in foundations.
25. Solar water heating system of 125 lt. capacity hot water per flat capacity with one connection per flat in common toilet.
26. Letter box, name plates, flat nos., name of society.
27. Diesel Generator for common lighting, lifts and pumps.

28. CCTV security system all around the building and in common lobbies.
29. Society office, Fitness Center with toilet facility (As per UDCPR Rules).
30. Necessary lighting arrangement will be provided all around the building.

**Note :- The above list is indicative and not exhaustive.**

#### **LIST OF MAKES :**

1. Cement OPC 43 Gr. (Finishing works) Ultra Tech, Ambuja, ACC and Birla Super/53Gr (RCC Works).
2. Masonry : 6" x 4" thick concrete block/bricks.
3. Steel : Tested Certified Tor Steel, TMT, Sail or equivalent.
4. Flooring in living room : Kajaria/Nitco/Marbonite, Naveen or Equivalent (approved by society).
5. Granites slab 20 mm thick : Multi coloured Polished Granite/Quartz approved material by Society.
6. Sand : River Origin approved by EIC (within permissible silt limit)
7. Metal 1 & 2 Black Angular (Not flaky, non spotted)
8. Waterproofing Compound : Patented water proofing compound Pidilite/Fixit
9. Teak Wood : C. P. Teak wood.
10. Veneer, Laminate : Greenlam, Anchor, Sundeek
11. C.P. Teak Wood : Seasoned only
12. Locks, Night Latch : Tri-level Godrej / Yale.
13. Copper Wire : Polycab/Finolex
14. Switches/Plugs : L&T / Seimens/Anchor
15. PVC conduit 20 dia or as required: Circle / Arc / Diamond

16. Light Fittings : Havels or Equivalent.
17. C.I.Pipes : Neco or equivalent.
18. PVC Pipes : Prince make only.
19. Copper Pipes : 7mm Copper Pipes of Rajco brand/Metal Export/Aston.
20. G.I. Ball Valves : ISI make only.
21. Aluminium Sections : Jindal only.
22. Glass: Asahi or Saint Gobain in light green tinted glasses
23. Taps & Fittings: Jaquar/Kohler/Grohe/TOTO (C.P.)
24. Exterior Paint : Asian Paints
25. Acrylic Based Paint : Asian Paints
26. Passenger lift: otis/Kone/Mitsubishi/Fujitek
27. Fire fighting: As specified by TMC or Fire NOC if applicable
28. Intercom: Intercom facilities with all members and security and society office with buzzer alarm with instruments.
29. Commercial Ply/Marine Ply : Century 2000 only.
30. Hardware : Godrej, Sorbit, Yale, Europa / EBCO.
31. Paver Block : Conwood/Nitco
32. Sanitary Ware: Hindustan/Parryware/Kohler/TOTO/Jaguar
33. Internal Paint : ICI 3 in 1 in Nerolac/Asian Paints
34. White Cement : J.K. Birla

**Note :** All material samples with their test certificates needs to be submitted and attested and approved by the Society and Consultant.

### **RCC SPECIFICATIONS**

1. R.C.C. Framed structure with Earthquake Resistant Design confirming to IS 1893 and detailed as per IS 13920 for Zone III with floor to floor height of 3.15m (subject to availability of marginal open spaces and height restrictions as per D C Regulations)
2. All site mixed concrete to be designed mix concrete as per IS – 456 requirement as directed by RCC Consultant.
3. All Ready Mix Concrete wherever applicable, should be from reputed RMC supplier - Ultratech/ACC/ Equivalent with prior approval from RCC consultant.
4. All steel should be from TATA, SAIL or JINDAL of FE 500 D grade and anti-rusting treatment with Red-oxide or Epoxy Paint.
5. Testing of concrete and steel to be done as per relevant IS specifications (IS 456-2000).
6. Mandatory water curing of all concrete members for 14 days.
7. Use of GGBS and fly-ash to be explored with approval from Structural Consultant.
8. Shuttering materials shall be 12mm plus broad for proper finish.
9. The Developer shall use 16/18 gauge annealed binding wire and concrete cover blocks from the same grade, as the parent concrete.
10. Joint of concrete block work and RCC to be provided with joint strengthening mesh.
11. Repair to surface defects in concrete to be done using P.M.M. (Polymer Modified Mortar)
12. Quality of water used for mixing and curing shall conform to the requirements given in the relevant codes of practice. Its fitness for mixing and curing shall be ascertained by carrying out chemical analysis. The test report shall be submitted to the PMC..

13. All the materials including cement, steel, ready mix concrete (RMC), sand, aggregates, blocks, bricks etc. of approved standard and quality and required for the execution of work shall be brought by the Developer at his cost. If any material is found to be of unacceptable quality or not in accordance with the specifications, the Society/ PMC may reject the same. The Developer shall remove such rejected material from the Site immediately at his cost.
14. The Developer shall use his market experience and procure materials in sufficient quantities well in advance to ensure that the progress of work is not affected for want of materials.
15. Materials shall be used only from the list of approved materials/ brands. If a specified brand is not available, another equivalent brand may be used provided the same is approved in writing by the Society/ PMC before it is procured.
16. All materials and workmanship shall be as per the latest Indian Standards specifications.
17. The Developer shall use only the best quality materials and take all the necessary precautions while storing, handling and using them. He shall on his own and at his cost, get them tested as per the relevant Indian Standard specifications and submit the test reports to the PMC. Material under testing shall be stacked separately and shall not be used unless cleared by the PMC for use. No material shall be used in the works unless it has first been approved by the Society/ PMC.
18. The Developer shall at his own cost and without delay, supply to the PMC/ Society samples of materials proposed to be used in the work. If samples are not approved, the developer shall forthwith arrange to supply to the PMC/ Society for approval, fresh samples complying with the specifications in the redevelopment agreement.
19. The developer shall, well in advance and at his own cost, provide technical and operational specifications of various equipment and systems to be used in the project to the PMC/ Society for their approval and shall also arrange for witnessing factory tests on the same.

20. Independent tests and analysis of any of the materials may be made from time to time by a testing agency appointed by the Society/ PMC. The Developer shall at his own cost, supply and deliver to the testing agency or analyst, such materials as may be directed by the Society/ PMC. Should the result of any test be unsatisfactory to the Society/ PMC, the materials represented will be rejected.
21. The Developer shall submit manufacturers test certificates for materials (as applicable) to the Society/ Consultant as and when such materials are received at site.
22. The Developer shall caste, cure and test concrete cubes as per the relevant IS codes.
23. The Developer shall store, handle and mix materials as per the applicable codes of practice or as per manufacturers recommendations if such a code is not available.
24. Work with concrete shall be in accordance with IS 456: 2000 with special care given to water cement ratio, minimum cement content, quality of water and sand and curing.
25. The records of all such testing work should be preserved by the Developer on site and produced, whenever required, for inspection.

### **SEQUENCE OF ACTIVITIES**

The Developer has to follow the sequence of works as given below:

**a. Survey of the Premises.**

Before entering into agreement with the Society and Developer, a survey for the verification of the exact area of the plots shall be carried out by the Developer. The agreed base carpet areas of the existing flats are already specified and shall not be measured by the Developer.

**b. Redevelopment Agreement with the Society**

The Bidder whose Bid is accepted, shall enter into a Redevelopment Agreement with the Society containing the conditions mentioned in but not restricted to the Tender Documents as well as specifications. The Bidder, his legal representatives, heirs, executors, administrators, successors etc. shall be bound for full and complete execution of the Agreement. The Redevelopment Agreement shall consist of :

- Agreement papers (Legal and Technical)
- Tender document
- Original Bid document
- Relevant correspondence i.e. all letters/correspondence forming part of the contract and referred to in acceptance letter.
- Letter of Intent and Acceptance letter.
- Layout plan and typical floor plans duly approved by the Society.
- Master Project Schedule together with Micro schedule of construction activities.

**c. Approval of plans from Concerned Agencies / Departments**

The proposal of demolition of the existing structure shall have to be got approved from the Society. The plans approved by the Society shall be submitted by the Developer for the approval of the same from various departments / agencies as is required for this nature of works. The Developer shall purchase and load the required / entire FSI, TDR and premium FSI and obtain Building Permission from TMC (and Consent to Establish from MPCB if applicable).

**d. Individual Agreement with all the members**

On receipt of approval of plans from TMC and after allotment of Temporary Transit accommodation to existing members, an individual PAA agreement shall be signed with each existing member stating the actual carpet area to be

provided, amenities, displacement compensation hardship compensation, car parks and the agreed terms of payment as per the redevelopment agreement.

**e. Commencement Certificate**

On obtaining Commencement Certificate from TMC and compliance of all C.C. Conditions, Developer shall issue notice to members for Vacant possession. The Developer shall submit Bank Guarantee at the time of vacant possession.

**f. Shifting to Temporary Accommodation**

The members shall be paid displacement compensation including brokerage, deposit, advance rent and shifting charges and other specified expenses as per the approved offer for shifting to temporary transit accommodation.

**g. Demolition of Existing Structure**

The demolition of the existing structures shall be commenced only after obtaining CC from TMC and providing the Bank Guarantee and releasing agreed amount of hardship compensation, displacement compensation including brokerage and shifting charges etc. and after all the members have vacated their premises and license to enter upon the property has been granted to the developer by the Society. On completion of demolition work, the developer shall submit Commencement Notice to TMC. After completion of 1 week from submission of Commencement Notice the developer shall commence the work.

**h. Construction of Building**

The new structure will have to be constructed as per the agreement and reestablishment of the existing members.

**i. Handing over to the Society**

The Developer shall honour all his commitments as per the agreed terms and hand over the premises to the Society complete in all respects with all benefits and amenities, Full Occupation Certificate, Building Completion Certificate, Consent to Operate from MPCB if applicable etc. He shall also handover all original documents including property documents, approved plans, guarantees, maintenance contracts, technical catalogs, test certificates & O & M

manuals of all equipment and all correspondence made with various authorities for the purpose of redevelopment.

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