

**AGREEMENT FOR RE-DEVELOPMENT OF PREMANAND A
CO-OPERATIVE HOUSING SOCIETY LTD.**

This Development Agreement is made and executed on ____th day of
_____ 2023 at Pune

BETWEEN

1. PREMANAND (A) CO-OPERATIVE HOUSING SOCIETY LTD.

[PAN: _____],

A co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, at No. PNA/PNA(2)/ HSG/(TC)/25940/2023-24, dated 31.07.2023, having its office at Final Plot no. 993, sub-plot 30/2, Rajendra Nagar, Sadashiv Peth, Pune 411 030, represented by its duly authorized

(i) **Chairman:**

Age: about ____ years, occupation: _____,

(ii) **Secretary:**

Age: about ____ years, occupation: _____,

Hereinafter for the sake of brevity and convenience both the co-operative housing societies collectively shall be referred to as “**the Society**” (which expression shall unless repugnant to the context and meaning thereof shall mean and include its existing members, successors, legal representatives, office bearers etc.)

..... PARTY OF THE FIRST PART

AND

M/S. GANGOTREE HOMES

(Formerly known as M/s. Gangotree Greenbuild)

[PAN - AAMFG9762B], a partnership firm incorporated under the Indian Partnership Act, 1932 (Registration No. PN000002729) and having its registered office at: Flat No. 6 and 7, Yogeshwari Society, S. No. 27/1A, Erandwane, Pune - 411 004, having corresponding address at office at 803 & 804, 8th Floor, Sidharth Tower – 1, Near Karishma Society, Sangam Press Road, Kothrud, Pune – 411 029, represented through its Partners:

(1) MAKARAND VASANT KELKAR,

Age: 55, occupation: business,

(2) GANESH DNYANOBA JADHAV,

Age: 50, occupation: business, and

(3) RAJENDRA DNYANESHWAR AWATE,

Age: 52, occupation: business,

Hereinafter for sake of brevity and convenience called as the "**DEVELOPER**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include all its present and future partners, their respective heirs, successors, executors, administrators, authorised representatives, legal representatives, Partners, agents and assigns)

..... PARTY OF THE SECOND PART

AND

1. A.) Mr. Sudhir Balasaheb Khade

Age: 48 years, Occupation: Service,

PAN: AKDPK6845Q, Aadhar - 812349066592,

B) Mrs. Kalpana Sudhir Khade

Age: 48 years, Occupation: Service,
PAN: ADMPJ1748H, Aadhar - 716780572887,

2. A) Mr. Ravsaheb Baburao Gurav

Age: 79 years, Occupation: Retired,
PAN: ACUPG5471F, Aadhar - 657410699315,

3. A) Smt. Shraddha Kiran Gurav

Age: 41 years, Occupation: Housewife,
PAN – APIPG7488M, Aadhar - 457525839090,

B) Miss. Arya Kiran Gurav

Age: 17 years, Occupation: Student,
Aadhar - 319855670488,
through his natural guardian Mother
Smt. Shraddha Kiran Gurav

4. Mr. Ganesh Shivaji Lad

Age: 54 years, Occupation: Service,
PAN: AAJPL7727Q, Aadhar - 425668768550,

5. A) Mr. Dilip Dattajirao Jondhale

Age: ____ years, Occupation: Service,
PAN: _____, Aadhar - _____,

B) Mr. Anilkumar Dattajirao Jondhale

Age: 54 years, Occupation: Service,
PAN: BSJPJ5500L, Aadhar - 807611168389,

6. A) Mr. Ajay Balkrishna Joshi

Age: 47 years, Occupation: Service,
PAN: ADCPJ6016C, Aadhar - 944160113778,

B) Mrs. Shalaka Ajay Joshi

Age: 43 years, Occupation: Profession,
PAN: AGIPJ4926C, Aadhar - 490843838971,

7. A) Mr. Tushar Satyanarayan Brahme

Age: 48 years, Occupation: Profession,
PAN: ARJPB8701M, Aadhar - 333439525447,

B) Mr. Sagar Satyanarayan Brahme

Age: 45 years, Occupation: Service,
PAN: AHYPB6544R, Aadhar - 703985177823,

8. Mr. Chetan Dnyaneshwar Khedkar

Age: 45 years, Occupation: Business,
PAN: BHOPK8478E, Aadhar - 795986946222,

9. Mr. Shantaram Dattatray Vaidya

Age: 70 years, Occupation: Retired,
PAN: AAMPV3996J, Aadhar - 969195611595,

10. Mr. Kedarnath Bhaskarrao Nikam

Age: 66 years, Occupation: Retired,
PAN: AANPL0221F, Aadhar - 727062062946,

11. Mr. Somnath Bhaskar Nikam

Age: 68 years, Occupation: Retired,
PAN: AAFPN4792F, Aadhar - 872597687811,

12. A) Mr. Mahesh Babanrao Zagade

Age: 51 years, Occupation: Service,
PAN: AAGPZ5366G, Aadhar - 547837267256,

B) Mrs. Sumati Babanrao Zagade

Age: 55 years, Occupation: Housewife,
PAN: AAKPZ5652M, Aadhar - 942951353876,

C) Mrs. Nalini Babanrao Zagade

Age: 52 years, Occupation: Profession,
PAN: AAKPZ3192L, Aadhar - 668314995233,

13. A) Mr. Shamsundar Narayan Shirole

Age: 73 years, Occupation: Retired,
PAN: ADFPS7607B, Aadhar - 778945175784,

B) Mrs. Saranga Rajkumar Tambe

Age: 50 years, Occupation: Housewife
PAN: AKUPT2370C, Aadhar - 585524960732

14. Mr. Umesh Narayan Lad

Age: 53 years, Occupation: Business,
PAN: ANNPL3184A, Aadhar - 956816777284,

15. Mr. Ashok Haribhau Lad

Age: 73 years, Occupation: Retired,

PAN: ABXPL7290H, Aadhar - 387185837808,

16. A) Mr. Vishnu Balkrishna Jagtap

Age: 65 years, Occupation: Business,

PAN: ABBPJ0905D, Aadhar - 441026970234,

B) Mrs. Ujwala Vishnu Jagtap

Age: 55 years, Occupation: Housewife,

PAN: ACOPJ9862D, Aadhar - 256758772374,

17. Mr. Narayan Parashuram Borawake

Age: 68 years, Occupation: Retired,

PAN: ABAPB1827H, Aadhar - 577441094046,

18. Mrs. Lata Shrinivas Jadhav

Age: 54 years, Occupation: Housewife,

PAN: AGPPJ2513E, Aadhar - 954695921804,

19. Mr. Jayant Yeshwant Phadke

Age: 81 years, Occupation: Retired,

PAN: ALYPP8431F, Aadhar - 609233831619,

20. Mr. Ashok Krishnaji Salunke

Age: 79 years, Occupation: Retired,

PAN: ACMPS3957J, Aadhar - 366968899176,

21. A) Mr. Chandrakant Dnyanoba Shinde

Age: 67 years, Occupation: Retired,

PAN: AGNPS5488D, Aadhar - 279456977733,

B) Mr. Sanjay Dnyanoba Shinde

Age: 57 years, Occupation: Service,

PAN: CQZPS0376Q, Aadhar - 875725796966,

C) Mr. Hemant Dnyanoba Shinde

Age: 51 years, Occupation: Service,

PAN: BJOPS4811D, Aadhar - 452744848461,

D) Mrs. Smita Kalidas Gholap

Age: 65 years, Occupation: Housewife,

PAN: ANIPG2981K, Aadhar - 899640143070,

E) Mrs. Shashikala Pandharinath Mohol

Age: 71 years, Occupation: Housewife,

PAN: BOWPM0228M, Aadhar - 708721691469,

F) Mrs. Bharti Rajendra Zinjurke

Age: 56 years, Occupation: Housewife,

PAN: ACBPZ8564F, Aadhar - 608109578620,

22. A) Mrs. Vasavi Rajen Bakshi

Age: 59 years, Occupation: Housewife,

PAN: AAIPB9972A, Aadhar - 992263548019,

23. Mr. Sunil Vitthal Yewale

Age: 52 years, Occupation: Business,

PAN: ACIPY5491K, Aadhar - 203795551293,

24. A) Mr. Ganesh Kashinath Dravid

Age: 66 years, Occupation: Profession,

PAN: AATPD3960F, Aadhar - 494474836775,

B) Mrs. Jayshree Ganesh Dravid

Age: 59 years, Occupation: Housewife,

PAN: AIEPD3998E, Aadhar - 200348261723,

25. Mr. Shrinivas Rao Mukku

Age: 56 years, Occupation: Service,

PAN: BZSPM6851R, Aadhar - 507690903968,

26. Mrs. Mandakini Shashikant Shitole

Age: 66 years, Occupation: Housewife,

PAN: BMQPS6651E, Aadhar - 686630898855,

27. Mr. Vasant Ramachandra Desai

Age: 75 years, Occupation: Retired,

PAN: AEDPD3257K, Aadhar - 480174774930,

28. Mrs. Rajkumari Arvind Chavan

Age: 56 years, Occupation: Service,

PAN: AARPC2320C, Aadhar - 730672185179,

29. Mr. Pramod Madhusudan Paranjpe

Age: 65 years, Occupation: Service,

PAN: AFFPP1283A, Aadhar - 434787381852,

Through POA holder **Mr. Apoorv Sumant Ranade**

Age: 37 years, Occupation: Service,

PAN: AHXPR9557M, Aadhar - 558176517369

30. A) Mr. Parimal Purshottam Patwardhan

Age: 58 years, Occupation: Retired,
PAN: ANMPP9279K, Aadhar - 798981397025,

B) Mrs. Prerana Parimal Patwardhan

Age: 56 years, Occupation: Housewife,
PAN: BAGPP2035R, Aadhar - 984496239950,

31. Mr. Hemant Dattatraya Korpadi

Age: 56 years, Occupation: Service,
PAN: ABXPK1741Q, Aadhar - 810158789114,

32. Mrs. Anuradha Jayant Benurwar

Age: 66 years, Occupation: Housewife,
PAN: ANBPB6328A, Aadhar - 641540055861,

33. A) Mr. Shrikant Bhimrao Buddhikot (Deceased)

Through their legal heirs-----

B) Mrs. Kalyani Jitendra Kulkarni

Age: 54 years, Occupation: Service,
PAN: ABJPK3268J, Aadhar - 655946794726,
All Residing at Premanand Co-operative Housing Society Ltd, Final Plot no. 993,
sub-plot 30/2, Rajendra Nagar, Sadashiv Peth, Pune 411 030.

Hereinafter called as the “**SOCIETY MEMBERS**”(Which expression, unless repugnant to the context or meaning thereof, shall mean and include their his/her/their successors, legal heirs, legal representatives, assignees etc.)

..... **CONSENTING PARTY**

WHEREAS,

- A. That, all that piece and parcel of the land bearing Sub Plot no. 992/30 admeasuring about 18415 Sq. fts. and 993/30/2 admeasuring about 19383 sq. fts. out of which an area of Chamfer admeasuring about 172 sq. fts was deducted to carve out a final Plot no. 992-993 out of T P Plan 1 out of S. No. 723/1+2+3+4A+4B i. e. total admeasuring about 37,626 sq. fts. (and more particularly described in Schedule below) belongs to Premanand Co-operative Housing Society Ltd. (hereinafter referred as 'Erstwhile Society').
- B. That, the Erstwhile society had purchased the land at Sub Plot no. 992/30 and 993/30/2, Final Plot no. 992-993 out of T P Plan 1 out of S. No. 723/1+2+3+4A+4B i. e. total admeasuring about 37,626 sq. fts. from Pune Municipal Corporation vide a Sale deed dated 17.06.1985 which duly registered at sr. no. 6250/1985 with the Office of Sub-registrar, Haveli, Pune on 24.06.1986.
- C. That, the Erstwhile Society had purchased the said land in order to build bungalows for its members, however, the members of the Society then resolved to develop the aforesaid property to ownership schemes of flats by appointing a developer for the same.
- D. And that, the Erstwhile Society accordingly changed its sub-classification from Tenant co-ownership co-operative housing society to Tenant co-partnership co-operative housing society vide Order dated 19.04.1988.
- E. And that, accordingly, the Erstwhile Society entered into an Agreement dated 12.12.1986 with M/s. Gangani Associates (hereinafter referred as 'erstwhile Developer') and thereby assigned the rights of development and construction to the said plot/land and vide General Irrevocable Power of Attorney dated 06.05.1988, the society also granted powers, rights and authorities to develop the said land with necessary sanctions and approvals from the Competent Authorities.

- F. Accordingly, the non-agricultural use i. e. residential use was approved by the Collector Office, Pune District vide an Order dated 22.07.1986 for the area measuring about 37626 sq. fts. subject to the permission granted to the society subject to the provisions of the U. L. C. Act, 1976. However as per the said order 22.07.1986, ULC has no application in respect of Erstwhile society.
- G. The erstwhile Developer then applied for the approval of the plan for the construction of the ownership flats to Pune Municipal Corporation. The Pune Municipal Corporation, accordingly has granted approval for the construction of the building of the ownership flats scheme vide Commencement Certificates dated 30.04.1988 and 13.10.1986
- H. After obtaining all permissions, erstwhile Developer commenced the construction work on above mentioned property and the said Promoter constructed at his own cost 02 multistoried buildings on said land and the said 02 buildings consist of 64 Flats and 02 garages i. e. total 66 tenements.
- I. That, the erstwhile Developer then had applied for the necessary approval for the completed construction of the said building from Pune Municipal Corporation. The Pune Municipal Corporation then has approved the construction of the said building vide the Completion Certificates at sr. no. 2486 dated 30.03.1989 and 1989 dated 23.09.1988 respectively for both Building no. A and B. Subsequently, original 22 members were allotted newly constructed tenements by the erstwhile Developer.
- J. On the request of the said erstwhile Developer, Purchasers of the 25 tenements in Building B and 17 tenements in building A were admitted as new members of the Erstwhile Society and Erstwhile Society issued shares to then purchasers of the said tenements/Flats as member of the Society.
- K. The said Land and the said Existing Buildings A and B, more particularly described in the SCHEDULE written hereunder and shall hereinafter be

collectively referred to as the said "PROPERTY", and as such the Erstwhile Society was in possession of the said property.

- L. The Members in Special General Meeting of the Erstwhile Society on 27.03.2022 passed resolution no. 002 unanimously to carry out re-development of the said Property by demolishing the said Existing Building, and erect a new building (said "New Building") thereon through a developer, who would construct new residential flats for the Members and construct additional flats and dispose the same of, as per all the prevailing rules and regulations (said "PROJECT"),
- M. The Developer herein submitted its Final Offer for Redevelopment prepared on dated 16.09.2022 (copy annexed herewith) and submitted dated 18.09.2022 to the Erstwhile Society to implement the said Project and pursuant to the said proposal dated 18.09.2022 the Society pursuant to Resolution resolved in its Special General Meeting dated 18.09.2022 appointed M/s Gangotree Homes (Formerly known as Gangotree Greenbuild)i.e. Developer herein and issued Letter of Intent for 'Selection of Developer for the Redevelopment Work' dated 26.09.2022 to the Developer.
- N. As the present building standing on the said plot has become old and needs repairs and that according to the present building regulation in force additional construction is possible by purchasing TDR and FSI.
- O. However, due to lack of expertise and sufficient funds the Erstwhile Society and its members have decided to entrust the said plot for Redevelopment to prospective Developer, who will construct and allot Residential flats with additional free carpet area to the present members of the Society along with the modern amenities in lieu of the redevelopment rights and accordingly, in the Special General Body Meeting held on 27.03.2022, resolution No. 2, was passed to that effect, by absolute majority.
- P. The Erstwhile Society had floated a Tender inviting offers from various bidders who were interested in the redevelopment project of the said plot by demolishing

the old structure and constructing new structure thereon. The Developer herein after coming to know the intention of the Erstwhile Society to redevelop the said plot, had approached the Erstwhile Society and submitted their initial offer dated -----, which was revised wide offer letter dtd 31.08.2021.

- Q. The Erstwhile Society and its members found the proposal given by the Developer herein to be the best suited to their demands. Hence the Erstwhile Society and its members unanimously passed the Resolution No. 1, in its Special General Meeting held on _27/03/2022 , and have thereby accepted the proposal of the Developer and decided to entrust the said plot for Redevelopment to the Developer herein and the Chairman and the Secretary and existing members of the Erstwhile society were duly authorized to negotiate and finalize the terms & conditions with the Developer and to execute necessary Memorandum of Understanding and / or Agreement for the said purpose. Accordingly, the Erstwhile Society has issued a letter of intent dt.26.09.2022 to the Developer.
- R. And since the existing building A and B had constructed on sub-Plot no. 30/2 and Plot no. 30 (P) respectively, the members of the Erstwhile Society resolved in Special General Meeting dated 22.01.2023 unanimously to split the Erstwhile Society in two co-operative Housing Societies for the purpose of redevelopment as per the procedure laid down the Maharashtra Co-operative Societies Act, 1960 and the Rules 1961.
- S. And accordingly, vide the due procedure laid down as per the prevailing laws, the DRCS, Pune (2), Pune vide an Order dated 31.07.2023 has **split** the erstwhile Society as 'Premanand A Co-operative Housing Society Ltd' and 'Premanand B Co-operative Society Ltd.' along with the division of all the assets and liabilities of the Erstwhile Society.
- T. And accordingly, registration of the Erstwhile Society then has been cancelled and separate co-operative Societies are formed vide an Order dated 31.07.2023 from DRCS, Pune (2), Pune i. e. 'Premanand A Co-operative Housing Society Ltd'

having registered office at CTS 993, Sub-Plot no. 30/2 at Rajendranagar, Navi Peth, Pune 30 at PNA/PNA(2)HSG/(TC)/25940/2023-24 dated 31.07.2023 with 33 members and ‘Premanand B Co-operative Society Ltd.’ having registered office at CTS 992, Sub-Plot no. 30 (P) at Rajendra nagar, Navi Peth, Pune 30 at PNA/PNA(2)HSG/(TC)/25941/2023-24 dated 31.07.2023 with 32 members.

- U. And accordingly all the piece and parcel of the land bearing sub-plot 30/2 admeasuring about 19383 sq. fts. having final Plot no. 993 out of T P Plan 1 out of S. No. 723/1+2+3+4A+4B (and more particularly described in Schedule below) belongs to Premanand A Co-operative Housing Society Ltd. along with a Building A constructed thereon having 33 tenements. The said Land and the said Existing Building are more particularly described in the **SCHEDULE I and II** written hereunder and shall hereinafter be collectively referred to as the said "PROPERTY", and as such the Present Society is absolute owner of the said Property;
- V. And the members of the Society i. e. the Consenting Party herein have resolved in General Meeting dated _____to to reduce the agreed terms and conditions of redevelopment between the Society, its members and the Developer, as agreed by the Developer and the Erstwhile Society and its members, and accordingly the parties decided to execute present Agreement.
- W. The said Plot and Building are together hereinafter for the sake of brevity and convenience be referred to as the **Said Property** and more particularly described in Schedule I written hereunder.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES THAT:**

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 **“Agreement”** means this Agreement, including any schedules or annexures hereto, as may be amended or modified or supplemented from time to time;
- 1.2 **“Applicable Law”** means all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, conditions of any regulatory approval or license issued by a government, government authorities, Pune Municipal Corporation and planning authorities and judgments and other requirements of any statutory and relevant authority
- 1.3 **“Amenities”** shall mean and include the amenities as listed in Schedule IV.
- 1.4 **“RERA Carpet area”** the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 1.5 **“Commencement Certificate”** means the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the promoter to begin development works on an immovable property, as per the sanctioned plan.
- 1.6 **“Commencement Date”** shall be the date when the Developer obtains statutory approval being the Commencement Certificate to commence the construction or handing over of the vacant possession of the building of the Society to the developer whichever is later.
- 1.7 **“Common Areas”** mean—
- (i) The entire land for the redevelopment project;
 - (ii) The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - (iii) The common basements, terraces, parks, play areas, open parking areas and common storage spaces;

- (iv) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - (v) All community and commercial facilities as provided in the real estate project;
 - (vi) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- 1.8 **"Competent Authority"** means the local authority or any authority created or established under any law for the time being in force by the appropriate Government which exercises authority over land under its jurisdiction, and has powers to give permission for development of such immovable property
- 1.9 **"Local Authority"** means the Pune Municipal Corporation or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;
- 1.10 **"New Building"** shall mean the building constructed after demolition of the existing building as per the present Development Agreement in accordance with the Plan approved by the Competent Authority from time to time.
- 1.11 **"TDR"** shall mean Transferable Development Rights as understood under Maharashtra Regional and Town Planning Act, 1996 or any amendment or modification thereof.
- 1.12 **"UDCPR"** shall mean the Unified Development Control and Promotion Regulations for Pune Municipal Corporation - 2020, as applicable to City of Pune and any statutory amendment or modification or re-enactment thereof.
- 1.13 **"Vacation Notice"** shall mean the written notice addressed and delivered to the Society and its members by the Developer calling the Society and the Society members to vacate the said Property.
- 1.14 **"Occupancy Certificate"** means the occupancy certificate, or such other certificate by whatever name called, issued by the competent authority

permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity

- 1.15 **“Possession Notice”** shall mean the written notice addressed and delivered to the Society and its members by the Developer calling the Society and the Society members to take the possession of the new Residential Flats being allotted to them as per the terms and conditions of this Agreement.
- 1.16 **The** descriptive headings are inserted solely for the purpose of convenience of reference and are not intended as complete or accurate descriptions of the content of such articles.

2. DEVELOPMENT RIGHTS:

- 2.1 The Society along with the Consenting Party hereby assigns / grants the development rights in respect of the said Plot and in respect of presently available FSI, Redevelopment FSI upto 0.30 FSI, Premium FSI, Paid FSI, Ancillary FSI, green FSI, Road widening FSI, incentive FSI, / TDR etc. if any to the Developer, and the Developer shall develop the said Property to the extent mentioned in the present Agreement, as against the consideration agreed hereinafter.
- 2.2 It has been agreed between the parties that, the existing offer is based on the available FSI for the purpose of redevelopment of the said property as per UDCPR, 2020 and related rules, regulations, policy etc in force on the date of execution of this present.
- 2.3 All expenses pertaining for giving effect to transfer of TDR in the name of the Society/the Developer as the case may be, in the records of the Corporation and/or any other authority shall be incurred by the Developer.

- 2.4 The Developer, till the time conveyance is done as per then prevailing laws, is entitled to use the extra F.S.I./T.D.R./ road widening/ redevelopment/ F.S.I. / F.S.I. or any other F.S.I. and balance building potentials, which would become available in future due to any changes in the building rules and regulations in Pune city or which would be generated due to the redevelopment scheme, with prior written permission from Society.
- 2.5 The Developer has agreed to provide additional benefit to the Society, with mutually agreed terms and conditions between the parties, in case, more F.S.I. / T.D.R. / T.O.D. F.S.I. or any other F.S.I. is available, provided such area/s are utilized solely for Redevelopment of this property only. If the Developer decides to use any such extra T.D.R. / T.O.D. F.S.I. or any other F.S.I. as mentioned herein above for any other purpose, it will be with prior express written permission of the Society. It will be the Society's sole right whether to grant such permission or not.
- 2.6 The Developer, at it's own costs, shall be entitled and authorized to:
- 2.6.1 To carry out governmental procedures including but not limited to the government demarcation and measurement of the property, Zoning Certificate, submitting the plans in Pune Municipal Corporation, to give Public notice in any newspaper for Title Verification etc.
- 2.6.2 To take appropriate actions, steps and make and seek compliances, permissions, sanctions, approvals, exemptions under such enactments and the rules, regulations framed there under by the any of the Competent Authority, entirely at the sole discretion of Developer, which shall be required for effective and complete development upon the said plot.
- 2.6.3 To undertake, execute and do all such other matters that may be incidental to or otherwise related to the aforesaid;

- 2.6.4 To engage and authorise any other person for carrying out the said works and scheme without assigning the rights hereunder.
- 2.6.5 To engage Architect and do all other acts, deeds and things by signature or otherwise for the purpose of preparation, submissions, approval and sanction of layout plans, sub-division plans and the building plans, service plans for drainage, water, road, electricity and dust bin as per the rules and regulations of the Government, Town Planning Office, Collector, Pune Municipal Corporation, PMRDA etc. on such terms and conditions and for such remuneration as the Developer may in his discretion deem fit.
- 2.6.6 To deliver the possession to P.M.C or the Collector Pune of any area required for road widening or service lanes and to apply, accept and consume floor space area given in lieu of such acquisition or to receive any sum/ sums/TDR in the name of the Developer, by way of compensation for such acquisition.
- 2.6.7 To represent the Owners by signature or otherwise in respect of the said property to the Pune Municipal Corporation, Collector, Town Planning Authorities or to any Govt., Semi-Govt. body or authorities for submitting lay-out, and/or sub division and/or amalgamation plans and the building plans in such manner as may be desired by the Developer, so long as such plans are in accordance with the rules and regulations of the respective authorities and to have all such plans approved and sanctioned and otherwise, to do all other acts, deeds, matters and things including signing all the necessary applications, affidavits, bonds, writings and undertakings as may be required by the appropriate authority for getting the plans in respect of the said building/s to be approved, to revise any plans.

- 2.6.8 To pay to the concerned authorities necessary fees, charges and expenses as also deposits that may be required to be made under the rules and regulations in force.
- 2.6.9 To obtain plinth checking certificate and part and final completion certificate of the building from Pune Municipal Corporation.
- 2.6.10 To appear before all departments of P.M.C., for obtaining No Objection Certificate from them. To sign and submit application for the same. To affirm and submit affidavits undertaking on my behalf and to do all necessary things acts and deeds to obtain such NOC.
- 2.6.11 To appear before and represent the Owners to the Govt. of Maharashtra, Town Planning Authorities, Corporation Authorities, Competent Authority, Pune Urban Agglomeration, Collector, Magistrate, Commissioner of any division, Tahasildar, Talathi, Officer of City Survey and all other public or semi-public authorities.
- 2.6.12 To make application to the M.S.E.D.C. Ltd. for new electricity connections/meter(s), erection of transformers or for such other purpose as may be necessary, to deposit or pay any amounts, to enter into agreement or indenture with M.S.E.D.C. Ltd, and generally to represent the Owners before the M.S.E.D.C. Ltd., authorities.
- 2.6.13 To get the assessment of the new building and tenements therein finalised and for the said purpose to take objections to the provisional assessment and appear for hearing.
- 2.6.14 To represent the Owners before all courts of law, to file, prosecute and defend all actions and proceedings, to sign and verify all complaints, written statements and other pleadings, applications, petitions etc. to deposit, withdraw and receive documents and any money or moneys to and from the court or from the opposite party either in execution of the decree or otherwise and on receipt of payment thereof to sign and deliver

for the Owners proper receipts and discharges for the same in relation to any matter relating to the said lands. To engage and appoint any solicitor, attorney or advocate to act and plead and otherwise conduct cases and compromise and withdraw any or all suits.

2.6.15 To call upon the Flat Owners and/or Society to extend cooperation and assistance, for execution of all such deeds, documents, confirmations, letters, applications to, authorities, or any such or other documents for development of the said plot, if any, required under any statutory provisions by concerned authority.

2.6.16 To make compliances by executing required deeds, documents, declarations, affidavits, as contemplated under the provisions of the Real Estate Regulation & Developments Act, (RERA)2016 and rules framed there under as may be applicable.

2.6.17 To pay the agreed compensation to Consenting Party/Members of the Society for temporary accommodation at the agreed rate and obtaining from them vacant and peaceful possession of respective flats of the members of the Society along with the entire plot in their respective occupation;

2.6.18 To obtain possession of the entire said Plot/Property occupied by the Society prior to demolition of said building;

2.6.19 To demolish the said building and to re-construct and complete the construction work on the said property/plot as per approved plans and permissions;

2.6.20 To construct for and on behalf of the Society and its members and to provide constructed areas of Flats and car parking spaces to the Society members as per present Agreements;

2.6.21 To dispose of or deal with the constructed units upon said plot and parking's, except which are to be retained by and/or allotted to existing

Society members, to the intending buyers/investors/financial institutions and receive and appropriate consideration thereof, and for that purpose to do all thing/s, deed/s, act/s including but not limited to execution and registration of Deed/s including but not limited to Agreement for Assignment/Sale, Deed of Correction, Deed of Confirmation, Deed of Declaration, Conveyance /Transfer Deed, possession receipts, Indemnities, Guarantees, Consents Letters etc..

- 2.6.22 To do and carry out all other incidental acts, deeds and things required for the complete and proper re-development of the said Property.
- 2.6.23 Display its name board/s on the said Property for advertisement purpose and to indicate that, said property is being redeveloped by the Developer.
- 2.6.24 Not to transfer the Development Rights to any other person or Builders/Developers, without prior written consent of the Society.
- 2.6.25 Demolish and dismantle existing building and/or any other structure that may be in existence upon the said plot/Property after sanctioning of the plans, issuance of Commencement Certificate and after handing over the vacant and peaceful possession by all the Society members/Consenting Party. The Developer shall be entitled to demolish the said existing building at its own cost and retain the benefits if any.
- 2.6.26 To admit the purchasers of the flats/tenements as its new members (other than the flats being retained by the existing Members) in the proposed new building agreed to be constructed by the Developer.
- 2.7 The Developer has agreed to re-develop the said Plot/Properties' aforesaid free from all encumbrances and reasonable doubts of whatsoever nature and with free, clear and marketable title of the Society and Its members.

The Society along with its members shall make out free and marketable title to the said Property free from all reasonable doubts and encumbrances.

- 2.8 The Developer, at their own cost and efforts, are free to investigate the title of the Society to the said Plot/Property and for that purpose to issue Public Notice/s in the news-paper/s and to take relevant searches and Society and its members hereby consents for the same. The Society shall answer all the queries raised by the Developer in respect to the title of the said Plot/Property, to the satisfaction of the Legal Advisor of the Developer and shall do all act/s and/or deed/s, to prove their clean, clear and marketable title in respect of said plot and/or said building and/or respective Society, to the Govt. Authorities and/or Banks/Financial Institutions.

3. CONSIDERATION FOR GRANT OF DEVELOPMENT RIGHTS

- 3.1 The consideration paid/payable in respect of grant of development rights of said plot by the Society to the Society and/or its members, is:

3.1.1 Free Carpet area:

- 3.1.1.1 Every Present Member of the Society i. e. Consenting Party herein, is entitled to receive from the Developer 56% additional free RERA carpet area inclusive of balconies, terraces to respective Members in lieu of the transfer of the development rights of the said property to the Developer.

- 3.1.1.2 The new carpet area of the Present Members is as detailed in **Schedule II**.

- 3.1.2 The agreed amenities and facilities specified in **Schedule IV**.

- 3.1.3 One car parking, and 2 two-wheeler Parking for each existing tenement shall be offered to the existing members. The said car parking may be non-dependable covered mechanical parking to the existing members based on the final Parking Plan. The existing members shall be given preferential allotment by the Developer before allotting the Parking to the new tenement

Purchasers. The two wheeler parking offered to the existing members may be an open parking subject to the final parking plan. Further, for existing members with 3BHK shall be offered one additional Car Parking i.e. 2 car Parking and in such case the 2nd Car Parking may be self-dependable and mechanical car Parking.

3.1.4 Corpus fund, and compensation for temporary alternate accommodation (i.e. Rent/Licence fee) which shall be provided by the Developer to the Society and/or its members, as a case may be and which is detailed herein below in same Para.

3.2 The Developer shall pay License Fee for temporary alternative accommodation of the all the Society members as follows:

3.2.1 The Developer shall pay the license fees for temporary alternative accommodation as Rs. 35/- per sq. ft. of existing carpet area for the period of initial 12 months.

3.2.2 The Developer further promises to pay the 10% yearly increase in the monthly rental/license fees payable to the members during the entire tenure of redevelopment.

3.2.3 The license fees payable to the Consenting party/Society members shall be as per **Schedule III**. The same is illustrated in the aforesaid table.

3.2.4 The Said agreed compensation which includes license fee for temporary alternative accommodation shall be due and payable to all the Society members from the date of handing over of the vacant possession of the existing premises by all members of the Society and/or existing Building on the Plot and/or the said property to the Developer.

- 3.2.5 It is further agreed by and between the parties that, the Developer shall pay the License Fee for temporary alternative accommodation on or before 10th day of every month.
- 3.2.6 The Developer shall pay the license fee directly to the bank account of respective Member of the Society, the details of which are provided in writing by each Society member, from the date of actual possession of the present premises by all the members and the Society to the Developer, till the date of actual physical possession of the new premises/ unit as per the notice of possession issued by the developer alongwith the Occupancy certificate issued by Pune Municipal Corporation, to the present Society members i. e. consenting Party herein.

3.3 Shifting and other charges

- 3.3.1 Subject to fulfilment of other terms and conditions of present Agreement in agreed timeline, the Developer shall pay in advance **Rs. 30,000/- (Rs Thirty Thousand Only) irrespective of flat size** to each Society member towards Hardship Compensation for shifting and transportation of family members and belongings from old Flat to alternate accommodation and for shifting back to the new Flat.
- 3.3.2 The Consenting Party and the Society covenants that the arrangements of the of relocation services and associated costs will be the responsibility of Consenting Party only.
- 3.3.3 The said amount shall become payable by the Developer at the time of receiving vacant and peaceful possession of the entire said property as follows:

S.No.	Particulars	Rs.
1.	At the time of handover of the vacant possession of the present building and Plot	15,000

	by the Society and its members to Developer.	
2.	At the time of handing over of the vacant and peaceful possession of the new building/tenement to the respective member by the Developer.	15,000
	Total	30,000

3.4 BETTERMENT CHARGES

The Developer shall pay the betterment charges of Rs. 3,00,000/- (Rupees Three Lacs only) to every member of the Society as follows:

S. No.	Particulars	Payment
1.	At the time of receiving vacant possession of present building/property.	200,000/-
2.	At the time of handing over vacant possession of the new tenement to existing member/Owner.	100,000/-

3.5 Corpus Funds:

- 3.5.1 The Developer shall pay, an amount of **Rs. 2,00,000/-(Rupees Two Lacs only) per tenement/member** on behalf of the consenting parties to the Society towards Corpus fund at the time of handing over possession of new premises as per the terms and conditions of this Agreement to the Society.
- 3.5.2 The aforesaid amount of Corpus Fund excludes the corpus to be collected from the new Flats purchasers and the Developer shall pay additional amount of Rs. 200,000/- (Rupees Two Lacs only) per such new tenement purchaser.
- 3.5.3 The said Corpus Funds shall be paid to the Society as follows:

S. No.	Particulars	Payment
2.	At the time of handing over of the possession of newly constructed tenements/ Project to the Society.	66 lacs
3.	At the time of admission of new purchaser as a member of the society for every new tenement.	2 Lacs per member.

3.5.4 In case of unsold tenements, the Developer shall pay the Corpus Funds within 12 months from the date of handing over of the project to the Society.

3.6 Refundable deposits:

- 3.6.1 The Developer shall pay, a refundable deposit which is equal to the 3 month’s rent (as per the 1st year) payable by the Developer to the concern members i. e. consenting Party at the time of taking possession of existing premises or the said property from the Society.
- 3.6.2 This Deposit shall be refundable in nature and the concern member shall refund the same to the Developer at the time of receipt of the vacant possession of the new premises.

3.7 Brokerage Charges:

The Developer shall pay, a brokerage which is equal to the 1 month’s rent (as per the 1st year) payable by the Developer to the concern members i. e. consenting Party at the time of taking possession of existing premises or the said property from the Society.

4. PROJECT FINANCE

- 4.1 The Developer shall be entitled to obtain the Project loan for redevelopment of the Society, from any Financial Institution by mortgaging only such tenements/Units which are available with the Developer for sale or disposal. The Purchasers of the new units/tenements also have the right to avail loan by mortgaging their respective Unit/tenement as per the para no. 12.
- 4.2 It has been promised by the Developer that no tenements/flat alongwith the applicable rights and benefits of the existing members of the society shall be mortgaged by the Developer for availing such Project loan.
- 4.3 The Society and its members shall not have any objections for the mortgage of the tenements/Units which are available with the Developer for sale for availing the project finance for redevelopment of the said Plot as per the present Agreement.
- 4.4 The Developer promises to the Society and its members that the said loan shall be repaid by the Developer and/or the new Purchaser, and the Society and its members shall not be responsible for the repayment of the said loan including and not limited to interest, penalties, charges, cost or any such amount etc.

5. SANCTION OF PLANS

5.1 Developer, at its sole discretion, shall be entitled:

- 5.1.1 To prepare and revise the Layout as well as Building Plans and specifications of the building/s, consisting of various independent units and obtain sanctions, permissions from the concerned/ statutory authorities, provided the Developer shall construct the Units of the existing Society members i. e. Consenting Party in accordance with the designs of the layout plans seen and approved by them for their specific and respective units/Flats prior to the execution of this Development agreement.

- 5.1.2 To make modifications / changes/ revisions in the building plans as per its discretion as long as it does not alter the location/ layout/ size of the unit to be allotted to the respective existing members and without detriment to the benefits and other rights of the existing members as agreed as per this Agreement.
- 5.1.3 To commence, carry out and complete the development and/or construction of the building/s, comprising of units, including but not limited to NOC's and permissions for drainage, cables, water, water pipes, electricity and any other connections, upon and /or in the said plot as per the sanctioned plans and specifications.
- 5.1.4 To submit to the Pune Municipal Corporation and all other concerned authorities plans for getting the said Property re-developed and get the same sanctioned.
- 5.1.5 That the Building plans of the flats to be allotted to the present Society Members shall be seen and approved by the present Society members prior to execution of the Development Agreement. The Developer may revise the existing Building plan which shall not alters or affects the area or structure or design or location of the existing Society members. The toilet grid of all the floors shall be maintained in case of any revision done by the Developer.
- 5.2 The Developers shall before the commencement of the construction work submit to the Society for its record a true copy set of the approved plans, Commencement Certificate (CC) in respect of the said new building.
- 5.3 It is further agreed by and between the parties that, the Developer shall execute Agreement/Deed of Confirmation/Agreement of Allotment in respect of the new Flats/Units to be allocated to each Society member under the present Development Agreement in favour of the Society members and the same shall be registered with the office of Sub-Registrar, Haveli.

6. VACATING OF PREMISES BY EXISTING SOCIETY MEMBERS

- 6.1 It is agreed by and between the parties that, though the Developer has agreed to pay compensation for alternate accommodation, it shall be responsibility of the respective Society Member to find out the alternate accommodation.
- 6.2 After the basic building plans are approved from the Competent Authority, the Developer shall serve the notice of 30 days for vacating the property and/or respective units of the existing society members.
- 6.3 It has been specifically agreed by the Society and its members i. e. consenting party that, the Developer shall be liable to pay the license Fees only from the date of receipt of vacant and clean possession of all the tenements/Flats of present members and Plot of the Society.

7. ALLOTMENT OF NEW PREMISES

- 7.1 As against the receipt of grant of development rights of said plot, the Developer shall construct and provide, free of cost, new flat/units on ownership basis to the existing Society members in the new building to be constructed on the said plot, areas of which are given in Schedule II. The aforesaid new Units (Flats) are herein after collectively referred to as **“the said new Units”**. A list of the amenities and specifications to be provided by the Developer is mentioned in the **SCHEDULE IV** hereunder written.
- 7.2 In case if any Society members intends to carry out any additional work, modification, alteration in his/her allotted new Unit, other than the specifications approved and agreed to be provided by the Developer, executed through some external agency, unless and otherwise, specifically

- permitted by the Developer in writing prior to said commencement of work.
- 7.3 The Developer shall allot free of cost total ___ car parking and ___ two wheeler parking) to Society.
- 7.4 The Developer shall provide a separate electricity sub-meter for the Mechanical Parking. The charges of such mechanical parking including but not limited to Annual Maintenance Charges, Electricity etc shall be borne only by the concern allottee of the said Car Parking. The Developer promises to include the same in the individual Agreement of the new Purchasers.
- 7.5 After making provision of parking spaces agreed to be allotted to the Existing Society members, all the remaining New Units and the car parking spaces shall exclusively belong to the Developer who shall be fully entitled to deal with and dispose of the same in the manner it deems fit and proper as per law.
- 7.6 The Developer shall offer in writing through 'Possession Notice' intimation to the Society and Society members to take vacant and peaceful possession of their respective new flats within 15 days from receipt of Occupancy Certificate (OC) and completion of work of new building by the Developer.
- 7.7 Each Existing Society member is under obligation to take possession of their respective new Unit and parking in the redeveloped Building, from the Developer, within 15 days (subject to prevalent pandemic condition) from the receipt of such 'Possession Notice' from the Developer, if the Society Member, fails and/or neglects to take possession as aforesaid then he/she/they shall be liable to pay all the outgoings including but not limited to the monthly maintenance charges, taxes, cess, fees etc and also all the taxes as applicable including property tax, of the new Unit from such date whether possession is taken or not by the concerned Society member.
- 7.8 The Developer having obtained Occupation Certificate from Pune Municipal Corporation of the respective Units in respect of new building in which the Society members are situated shall handover letters recording quiet, vacant

and peaceful possession of the new Units to respective Society members.
(Hereinafter referred to as the '**Possession Letter**')

8. TIME FRAME

- 8.1 Subject to Force Majeure clause, the Developer at its own costs for all the purposes, shall complete the construction of the entire redeveloped building with all amenities and with occupation/completion certificate within 24 (Twenty Four) months from the date of getting vacant possession of the said Property and shall handover possession of the said new Building and car parking spaces to the Society and/or its members within the said period.
- 8.2 It is further agreed by and between the parties that, except due to Force Majeure events as detailed in sub clause hereinafter, if Developer fails to handover vacant and peaceful possession of the redeveloped Property within 24 (twenty Four) months from the date of getting vacant possession of the said Property, the Developer shall obtain extension of time from the Society for completion of remaining work. The Society shall co-operate with the Developer and extension of this time shall be granted to the Developer on the reasonable grounds.
- 8.3 The timelines mentioned in this agreement shall be subject to Force Majeure which means an extraordinary events, situations or circumstances that cannot be reasonably anticipated or beyond human control. Force Majeure shall also means and include but not limited to any of the following event or combination of events or circumstances which cannot be foreseen, prevented, or caused to be prevented, and which adversely affects a Parties ability to perform its obligation/s under this agreement:-
- a) acts of God;
 - b) air crashes

- c) any unforeseen calamity including but not limited to earthquake, fires, floods, drought, lightening, mobilization, warlike conditions, natural calamities, typhoon, prolonged shortage of energy supplies, hostilities, embargo, revolution, looting, strike, lockout, explosions, war (undeclared or declared), riots civil unrest or terrorist attacks; cyber-attack, insurrections, embargoes or blockages, vandalism, accident, civil commotion and / or restriction/restraint/lockdowns imposed by the Central / State government or any local authorities prohibiting or impeding any party from performing its respective obligations under any contract;
- d) any epidemic and/or pandemic events and/or outbreak of any disease/diseases.
- e) any changes or amendment or modification in law/statute, the issuance of any injunctions, stay, decree, laws, rules, regulations, directives, circulars or orders that may be made and/or issued by any Government authorities, Court or any other statutory body or authority including a municipal authority/local authority but not caused due to any act or omission of the Parties;
- f) other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such 'Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a 'Party's failure to perform its obligations under this Deed;
- g) imperfect title of the said Society and its existing member i. e. consenting party,
- h) any event or circumstances which is not specifically mentioned herein but analogous to the foregoing and/or the government authorities declaring it as a natural calamity/force majeure.

8.4 The Developer shall not be held liable and responsible for non-completion of work in accordance the present Agreement, if the Developer is prevented from carrying on with the construction and the development activities of the said Property for any of the reasons which are beyond the control of the Developer as per *Force Majeure*.

8.5 And in such case the time for completion of the project shall stand suitably extended considering the period of delay occurred on account of such reasons. The Developer shall notify the Society in writing of occurrence of any Force Majeure.

9. DECLARATION BY THE SOCIETY

The Society and the members, undertake and covenant with the Developer that:

- 9.1 All declarations, assurances and obligations of the Society herein, shall be construed to be joint and/or several declarations, assurances and obligations and/or liabilities and/or rival claims of Society and the members interest or otherwise.
- 9.2 The Society is well and sufficiently entitled to the said Property described in the First Schedule hereunder written and their title to the said property is marketable and free from all encumbrances.
- 9.3 No other person except the Society and its Members has any right, claim or demand in respect of the said Property or any part thereof;
- 9.4 The Society has not entered into any agreement or arrangement, with regard to the re-development of the said Property with any other third party.
- 9.5 There are no proceedings instituted by or against the Society or its any members in respect of the said property pending in any Court or before any

authority and the said Property is not under any lispendens.

- 9.6 No Notice from any Government, Municipal Corporation or any other public body or authority or any notice under any law including the Land Acquisition Act, the Town Planning Act, the Maharashtra Municipal Corporation Act, or any other statute has been received or served upon the Society in respect of the said Property or any part thereof which restricts or may restrict the development of the said Property;
- 9.7 The Society and Consenting Party have assured the Developer that they have not created any third party interest in respect of their individual tenements constructed on the said property or encumbered the same in any manner. The Developer, on the basis of copies of title documents supplied by Society and consenting Party, inspection of city survey record has accepted title of the Society and consenting members as the Owners the said property and their respective present tenements being clean clear and marketable. The Society and Consenting Party shall deliver all original documents of title in its possession to the Developer, if and when required for any official purpose.
- 9.8 The Society and its members further declare that:
- 9.8.1 The said property is not reserved for any public purpose under the development plan for Pune Region and the same is available for development.
- 9.8.2 The Society, consenting party and/or any person on their behalf, have not entered into any legally enforceable agreement for sale or development or permitted any person to consume FSI on or otherwise transferred the said property or any part thereof ;
- 9.8.3 Neither the Society, its members i. e. Consenting Party nor any one on his/their behalf or claiming under them has created any adverse right in

respect of the said property or any part thereof ;

- 9.8.4 There are no Estate Duty, Wealth Tax or other taxation proceedings whether for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the rights of the Society and its members to deal with the said property are in any way affected and/or jeopardized;
- 9.8.5 There are no easementary rights created under any document or by any covenant or by prescription in respect of and/or upon the said property or any part thereof ;
- 9.8.6 The Society and its members have paid all the revenue/taxes and other outgoings payable in respect of the said property up-to-date ;
- 9.8.7 There is no dispute as to the boundary of the said property ;
- 9.8.8 Neither the Society, its members nor anybody claiming from or under them nor any of them have or have granted any right of way, easement or license or created any other rights to or in favour of any person in over or in respect of the said property and the Society and its members or occupiers of the adjoining properties or their tenants or the public do not use or have lawful access to any part of the said property agreed to be sold for passing and repassing;
- 9.8.9 The said property has proper access ;
- 9.8.10 The Consenting Parties have agreed that if any other persons including their family member/s claim any right, title or interest in the said Property or part thereof or raises objection to the free and marketable title of the Consenting Party to the said Property or for the development thereof then the Consenting Party shall remove such claim / objection at their own costs and expenses and shall keep the Developer harmless and indemnified

therefrom.

9.8.11 During the continuance of this Agreement the Owners doth hereby irrevocably agree and undertake not to alienate, encumber or otherwise transfer the said property or any part thereof and / or his/their rights in the said Property or do or cause or permit to be done any such act, which may prejudicially affect the rights and authorities of the Developer hereunder.

9.9 The said Property is free from any liens or loans of any nature. However, in case, the present Society Member has availed loans or finances from any Financial Institute, then the said Member shall obtain the 'No objection Certificate' /permission/consent for redevelopment of the Society, from the concern Financial Institute before vacating of the premises and hand over the same to the Developer.

9.10 Relying upon these declarations by the Society, the Developer has agreed to enter into the Development Agreement. However, it is agreed, accepted and consented by the Society and its members that if there is any defect and/or dues and/or encumbrance in their title in respect of said land which were found subsequent to present Agreement also the same shall be borne and/or cleared by the Society and its existing members at their own cost and Society Members and Existing Society Members shall indemnify the Developer for the same.

9.11 **TITLE OF THE PROPERTY:**

9.11.1 The Society covenant with Developer that the title of the said property is Legal, clear and marketable

9.11.2 The society and its member covenants that, the unpaid stamp duty, penalty etc. applicable, if any, shall be borne by the respective member and the Developer shall not be held responsible towards the said cost.

- 9.11.3 The Members covenant with Developer that, the said property has been constructed as per the terms and conditions of the necessary approvals and sanctions from the relevant local authorities.
- 9.11.4 The Members covenant with the Developer that, the said land is not declared as surplus land under the Urban Land Ceiling laws and necessary permissions have been sought at the time of construction of the present property. And, no cost is payable to the competent Authorities for obtaining the necessary permissions from the competent authorities for the surplus land under ULC, 1976.
- 9.11.5 And Society and its Members do hereby grant permission to issue Public Notice in any Paper to enable the advocate of the Developer to issue Search Report.
- 9.11.6 The Society and its members covenant with the Developer that, the Society shall execute all the necessary documentations for and before the any competent authority/ department /Offices to confirm free, marketable and legal title of the Society at no additional compensation to the Society and/or its members.
- 9.11.7 The Society and its members covenant with the Developer that they shall execute all the necessary documentations for and before the any competent authority/ department /Offices confirming the loss of such original title documents, if any and confirming the free, marketable and legal title of the society and its members as such at their own cost.

10. DECLARATION BY DEVELOPER

- 10.1 The Developer is involved in the business of redevelopment of real estates

and construction activities.

- 10.2 The Developer 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.
- 10.3 It shall be the duty of the Developer to comply with all statutory rules, order, requirements of the Government and of Local Sanctioning Authority. It shall also be duty of the Developer to repay loans if any obtained by the Developer for construction and completion of the project on said Property under the present Agreement.
- 10.4 The Developer shall carry out the redevelopment of the said Plot at its own costs and risks. The Developer shall bear all costs and expenses including and not limited to Development Charges, Betterment charges, any such charges payable to the competent authorities for the purpose of approval of the plans of constructions of the new building, construction cost of the new building with residential tenements of any nature whatsoever.
- 10.5 All claims whatsoever made by the third parties including the suppliers of materials, equipment used or to be used in the construction and completion of the buildings under this Agreement including all claims for damages or otherwise made by the purchasers of the tenements or any part of the building or for any delay in the performance of their contracts or on account of any defect in the construction or completion of the building or all claims, damages, compensation or expenses payable in consequence of any accident or injury sustained by any workman or other person whether in employment of the Developer or not, shall be paid for by the Developer. The Developer indemnifies and shall keep the Society and its members indemnified from all such claims and demands whatsoever.

- 10.6 It is hereby specifically understood and agreed between the Society and its members and the Developer that the Developer alone shall be liable for monetary and legal consequences arising out of any relationship contractual or otherwise entered into between the Developer and any third party. The Developer shall indemnify and keep indemnified the Society and its members from any legal or monetary consequences arising out of the process of redevelopment of the said plot.
- 10.7 These presents are not a partnership or joint venture but an independent contract of redevelopment and consequently the Society and its members are not liable for any obligation as a promoter as defined under the Maharashtra Ownership Flats Act, 1963 or RERA Act and the rules framed there under or any other provisions of law.
- 10.8 The Developer also covenants that the said project of redevelopment of the said property shall be of the residential tenements only and the plan sanctioned by the competent authority presently as well as any additional, modification; revision etc in the plan for approval to the Competent Authorities in future shall be of the residential tenements only.

11. DEFECT LIABILITY PERIOD

If any construction defect arises in respect of new building and the Developer is notified in writing by the Society within a period as prescribed under RERA Act as may be applicable at the relevant time, then such construction defect shall be rectified by the Developer at its costs and without any delay. However, if such defect is being caused from any act, omission or damage caused by the Society or its members or caused by Act of God, then the Developer shall not be and cannot be made liable for the same.

12. RIGHTS OF DEVELOPER AND PROSPECTIVE PURCHASERS

- 12.1 In consideration hereof and in consideration of the Developer redeveloping the said Property entirely at their own cost, the Developer, after receiving Commencement Certificate and after first earmarking car parking spaces to be allotted to the existing Society members, shall be free and at full liberty to sell, transfer, deal with and dispose off and allot on ownership basis to the prospective purchasers all the remaining Units and allot car parking spaces in the said New Building to be constructed by the Developer on the said Property and to receive for themselves and to appropriate to themselves all the sale proceeds thereof without any liability to account for the same to the Society in any manner whatever
- 12.2 Such sale/transfer and allotment of premises shall remain binding on the Society. Such acts of the Developers shall be on principal-to-principal basis and not as an agent of the Society.
- 12.3 The prospective buyers of the Units shall be entitled to avail loan from any financial institution/bank/organization/employer by mortgaging the New Unit allotted to them by the Developer. The repayment of the loan, interest and other charges on such loan shall be the sole responsibility of the person availing such loan.
- 12.4 Such new Unit Owners shall be admitted as a member of the Society, subject to the Rules, Regulations and Bye-laws of the Society and the same shall be binding on the said incoming Society members.
- 12.5 The present Society Member and new Unit purchaser/s shall be bound to comply with all and every procedure of the Society so as to incorporate the new Unit Purchasers as members of the Society in accordance with the prevailing laws, rules and regulations.
- 12.6 That the new Unit shall be used only for the purpose for which it is sanctioned by

the Concerned Local Authority and for no other purpose.

- 12.7 The new Unit Purchaser shall not pay any one time maintenance or separate Corpus fund other than the corpus fund as mentioned in clause 3 to the society, for becoming the member of the Society. The new Unit Purchaser shall however, pay the Share Certificate amount, the admission fees, expenses attached to the mechanised parking as per the relevant statutory provisions to the society for becoming the member of the Society.
- 12.8 The new Unit Purchaser shall always abide by all the bye laws of the society and shall pay the annual maintenance charges or any such charges provided in the bye laws as per then applicable Maharashtra Co-operative Society's laws, after becoming member of the Society.
- 12.9 The Mechanical Parking shall be allotted to the prospective buyer. The Developer shall make appropriate legal binding in the agreement or such deed with the prospective purchaser that all relevant charges of such mechanized parking including but not limited to Annual Maintenance Charges, electricity etc shall be borne by the prospective Purchaser subsequently.
- 12.10 The Developer shall be responsible to pay the maintenance charges and corpus contribution of the unsold flats if any, from the date of conveyance of the new premises in favour of the Society as per the terms and conditions of this present Agreement.
- 12.11 It has been specifically agreed by the Society that, no corpus fund and transfer charges shall become payable by the Developer or the new unit Purchaser, to the Society for any such unsold flat that will be sold by the Developer after execution of the conveyance deed, which shall be executed within a period of 6 months after getting the full and final Occupation certificate.

13. GST, OTHER TAXES AND OTHER GOVERNMENTAL CHARGES

- 13.1 The Members shall pay their Pune Municipal Corporation Taxes, Electricity Bill, Maintenance Charges, N.A Tax, Water tax etc of the said property and of their respective Units till the date of handover of the property/premises to the Developer.
- 13.2 The Member shall be responsible to pay any deficient stamp duty, registration charges if any, on previously executed deeds, agreements etc.
- 13.3 The Society shall pay all outgoings in respect of the said Property till the date of handover of the present premises/property to the Developer and thereafter the same shall be borne and paid by the Developer till the time of the Society members receiving possession of the said new Units and car parking spaces from the Developer as per the terms of this Agreement.
- 13.4 Any dues prior to period of handover of the premises/property/units for redevelopment to the Developer shall be borne and paid by respective Society members, as a case may be and Developer shall be indemnified from the same by Society and respective Society members.
- 13.5 It is agreed by and between the parties that, GST and stamp duty on the free area to be allotted vide this Agreement to the Society Members shall be paid by the Developer.
- 13.6 It is agreed by and between the parties that, GST and stamp duty, Registration Fees and any other applicable taxes, on any area purchased by the existing member additionally, other than the free area offered under this Agreement in lieu of redevelopment rights to the Developer as per Clause /Para no. 3, shall be borne by the respective member of the Society.
- 13.7 It is further agreed that, other than GST there are no other taxes leviable on the construction of flats which are to be allotted to the Society members. However, during the term of this Agreement if any new taxes are levied even in the retrospective manner, on the Units and/or parking or terraces to be allotted to the existing members, the same shall be borne by the Society and members and the

Developer shall have no liability towards the same and Society and its members shall indemnify and keep indemnified the Developer for the same.

14. PURCHASE OF ADDITIONAL AREA –

- 14.1 The existing Members of the Society are entitled to purchase an additional area up to 200 sqft saleable area (saleable = 1.35 x carpet area) at the rate of Rs 10,900/- per sqft. of saleable area Any additional area above 200 sq. fts. saleable shall be charged at as per prevailing market rate. Carpet Area (Saleable Area = 1.35 x 100) at the time of purchase of the additional area, if any.
- 14.2 The Society members and the Developer shall execute all the necessary legal documents/agreement/deed for purchase of such extra area with the consideration as per aforesaid clause at 14.1
- 14.3 The Members have verified the proposed plan prepared by Developer. Now as per the expressed request of Members, Developer has prepared the plan of the flat/Unit which comprises of free area offered as consideration as well as additional area purchased by Members and accordingly Developer instructed architect & prepared the plan and accordingly tenement density has been ascertained, consumed by the Developer in the interest of Members, who are Purchasing additional area. Therefore the member/s purchasing additional area has expressly agreed that he/they will not back out from buying the same.

15. SPLITTING OF AREA AT THE REQUEST OF THE MEMBERS:

- 15.1 The provisional plans are based on the request/wish lists submitted by the members of the society.
- 15.2 No additional charges shall be payable by the members up to the area retained by the Members as per the offer of the Developer subject to the separate Corpus funds payable by the Developer to Society against the new tenements and membership to be taken by the Member as per the bye laws of the Society.
- 15.3 The Member shall pay the consideration against the purchase of any additional area as per the aforesaid Clause at the concessional rate.

16. SURRENDER OF AREA:

The Developer shall pay compensate the members who are willing to surrender their area at Rs. 10,000/- per (carpet) sq. fts. only. The payment stages for the same shall be discussed by the concern member and the Developer mutually.

17. SECURITY TO SOCIETY

- 17.1 The Developer promises that the basic plan approved by the Society for the purpose of construction/ redevelopment of the said Property shall be sanctioned from the Pune Municipal Corporation, in the name of the Society within 3 months from the date of execution of this Presents
- 17.2 The said amount deposited with the Pune Municipal Corporation for the purpose of sanctioning of the Plan shall be considered as security for Society. And the same shall be treated as a Security to the Society and its members.
- 17.3 The Developer promises to get the full potential plans, excluding green FSI and road handing over FSI, approved from the Pune Municipal Corporation within six months after execution and registration of Development Agreement..
- 17.4 The Developer has submitted an Earnest Money Deposit of Rs. 10 Lacs (Rupees Ten Lacs only) vide a cheque no. 511544 drawn on Bank of Maharashtra dated

03.09.2022 to the Society as a security deposit. The same shall be adjusted against the Corpus funds payable by the Developer to the Society at the time of handing over of the Project to the Society.

17.5 A Premium of Rs. 5,00,000/- (Rupees Five Lacs only) per building i. e. Rs. 10 Lacs (Rupees Ten Lacs only) shall be paid by the Developer to the Society towards the process of Redevelopment at the time of execution of Development Agreement and Power of Attorney.

18.SALVAGE PROCEEDS FROM DEMOLITION OF EXISTING BUILDING

After handing over the possession of the existing buildings and the said plot, the Developer shall be entitled to demolish the building at its entire costs and risks and remove the material, debris left over, etc. entirely at his own risk and costs. The Developer alone shall be entitled to the profit and losses on the said account. The Society shall not be entitled to claim any amount out of the same. The proceeds from salvaging the materials in the existing building shall belong to the Developer.

19. ADVERTISEMENT

The Developer shall be entitled to put up and permitted to put up advertisement boards upon the said property and elsewhere, to the effect that the said property is being developed by him. Display its name board/s on the said Property for advertisement purpose and to indicate that, said property is being developed by the Developer. Further, the Developer shall also be entitled to advertise its scheme through the media of newspaper or any other social media as per its own choice and the Owners shall not take objections for the same.

20. JURISDICTION

Both the parties shall have legal rights to seek specific performance of the present Agreement without prejudice to either party's right to terminate this Agreement for any default or breach on part of the other party.

21. REAL ESTATE REGULATION & DEVELOPMENT ACT (RERA) 2016

21.1 This Agreement shall be subject to MahaRERA, 2016.

21.2 This Redevelopment Project will be registered under provisions of MAHA-RERA within 30 days after plan sanction from Pune Municipal Corporation, Pune and registration of Redevelopment Agreement.

22. NOTICES

All notices required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date of the receipt by way of acknowledgement by email, registered or certified mail, by hand, confirmed overnight courier to the addresses of the parties set forth herein. Such notice will be deemed to have been given as of the date it is delivered, mailed, emailed whichever is earlier at the respective addresses of the Parties stated first hereinabove.

23. MISCELLANEOUS

- 23.1 The Developer shall keep indemnified and hereby indemnifies the Society and its members against any claim, action or demand whatever and against any loss or damages and the costs, charges and expenses as may be made by any person whatever including by persons purchasing such premises from the Developer arising due to any breach on the part of the Developer in carrying out the said development.
- 23.2 The Society also shall indemnify and keep indemnified the Developer, for all cost and consequences, if any sale transaction of new purchaser in the redeveloping scheme of Units is halted due to any illegal act and/or omission of the Society members and/or due to defect in title of the Society. Further Society hereby agrees and accepts that it shall induct new Units purchasers as its members as per the then applicable rules and regulations.
- 23.3 The Developer at its costs shall execute the conveyance deed or any necessary deed/agreement/document, as per the then prevailing laws, thereby in favour of the society within a period of 12 months from the date of handing over of the actual physical possession of the new tenements to all the present members including the new members.
- 23.4 The Society agrees and accepts that subsequent to the present redevelopment, the purchasers of the new units other than Units offered to the Society Members vide this Redevelopment Agreement shall be admitted as Members of the Society with the admission Fees and share certificate shall be allotted to such Unit purchaser. And the Society Members have consented for the same by present Agreement.
- 23.5 That this present deed shall supersede all the documents and correspondence between the Developer and the Society, Society members for the terms and

conditions agreed between the Developer, Society and Society members. The Developer shall execute the Deed of Confirmation and/or the necessary Agreement with the Society members for their respective areas as per Schedule II separately.

- 23.6 The name of the new building shall continue to be ‘Premanand A Co-operative Housing Society Ltd.’”
- 23.7 **Specific Performance:-** Both the Parties, upon complying terms and conditions of this Agreement shall be entitled to get specifically performed this agreement through court of law if any of the Parties refuses to perform its respective part of the Contract.
- 23.8 The stamp duty and registration charges, in respect of the Redevelopment Agreement for free constructed area shall be borne by the Developer. However, the stamp duty and registration charges for any additional area to be purchased by any Society members, shall be borne by respective Unit Owner.
- 23.9 **Amendments:** This Agreement may be modified or amended or corrected only in writing duly signed by authorized representatives of both the parties.
- 23.10**Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by law, such provision shall stand severed from this Agreement and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

24. POWER OF ATTORNEY:

Simultaneously with execution of this agreement the Owners shall execute a General Power of Attorney in favour of the Developer enabling it to do all such acts, deeds and things to develop the said property valid for the period of Redevelopment tenure of 24 months for the purpose of Redevelopment of the property more particularly described in the schedule below.

25. STAMP DUTY

Stamp Duty as per Article 5 (g-a) (i) of The Maharashtra Stamp Act, 1958 as amended till date shall be paid as per Adjudication Order at the time of registration of Redevelopment Agreement.

26. UNDERSTANDING OF CONSENTING PARTY

Consenting Parties herein have read and understood the contents of the present Agreement and they agree and accept to be abide by the same.

SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

All that piece and parcel of sub plot no. 30/2 having land admeasuring about 19,375 sq. fts. i.e. 1800 sq. mtrs of Final Plot 993 out of an approved T P Plan 1, out of S. No. 723/1+2+3+4A+4B having a building A constructed thereof having 33 tenements (32 residential flats and 1 garage) of revenue village Sadashiv (Navi) Peth, Rajendra nagar, Taluka Haveli, District Pune and within local limits of Pune Municipal Corporation.

On or Towards the East : 30 ft. wide road

On or Towards the West : 30 ft. wide road

On or Towards the South : 20 ft wide road

On or Towards the North : final plot no. 993sub. Plot no.30/1 &30/2(p).

List of Schedules and Annexures

S.No.	Particulars	Particulars
1.	Schedule I	Schedule of the property –
2.	Schedule II	Free additional Carpet area offered to Members.
3.	Schedule III	Illustrative Monthly Rental offered to Members.
4.	Schedule IV	Amenities and Specifications.
5.	Annexure 1	Photocopy of Index II of Sale deed
6.	Annexure 2	Photocopy of Village Form 7, 7A, and 12
7.	Annexure 3	Photocopy of Property Card Extract
8.	Annexure 4	Photocopy of Order of separation of Erstwhile Society
9.	Annexure 5	Photocopy of Society Registration Certificate - A
10.	Annexure 6	Photocopy of NoC from Office of Registrar, Co-operative Societies, Pune City 1
11.	Annexure 7	Adjudication Order
12.	Annexure 8	N A Order

SCHEDULE II-Free additional Carpet area offered to Members.

S. no.	Flat no.	Owner name	Existing RERA Flat Carpet Area Sq. Fts.	Compensation against Flat Carpet 56%	Total of Existing RERA Carpet + 56% Additional Area
1	A-1	1) Sudhir Balasaheb Khade 2) Kalpana Sudhir Khade	794.7	445	1240
2	A-2	Ravsaheb Baburao Gurav	452.73	254	706
3	A-3	1) Shraddha Kiran Gurav 2) Arya Kiran Gurav	452.73	254	706
4	A-4	Ganesh Shivaji Lad	794.7	445	1240
5	A-5	1) Dilip Dattajirao Jondhale 2) Anilkumar Dattajirao Jondhale	794.7	445	1240
6	A-6	1) Ajay Balkrishna Joshi 1) Shalaka Ajay Joshi	452.73	254	706
7	A-7	1) Mr. Tushar Satyanarayan Brahme 2) Mr. Sagar Satyanarayan Brahme	452.73	254	706
8	A-8	Chetan Dnyaneshwar Khedkar	794.7	445	1240
9	A-9	Shantaram Dattatray Vaidya	794.7	445	1240
10	A-10	Kedarnath Bhaskarrao Nikam	452.73	254	706
11	A-11	Somnath Bhaskar Nikam	452.73	254	706
12	A-12	1) Mahesh Babanrao Zagade 2) Sumati Babanrao Zagade 3) Nalini Babanrao Zagade	794.7	445	1240
13	A-13	Shamsundar Narayan Shirole	794.7	445	1240
14	A-14	Umesh Narayan Lad	452.73	254	706
15	A-15	Ashok Haribhau Lad	452.73	254	706

16	A-16	1) Vishnu Balkrishna Jagtap 2) Ujwala Vishnu Jagtap	794.7	445	1240
17	A-17	Narayan Parashuram Borawake	794.7	445	1240
18	A-18	Lata Shrinivas Jadhav	452.73	254	706
19	A-19	Jayant Yeshwant Phadke	452.73	254	706
20	A-20	Ashok Krishnaji Salunke	794.7	445	1240
21	A-21	1) Chandrakant Dnyanoba Shinde, 2) Sanjay Dnyanoba Shinde, 3) Hemant Dnyanoba Shinde, 4) Shashikala Pandharinath Mohol, 5) Smita Kalidas Gholap, 6) Bharti Rajendra Zinjurke	794.7	445	1240
22	A-22	1) Vasavi Rajen Bakshi	452.73	254	706
23	A-23	Sunil Vitthal Yewale	452.73	254	706
24	A-24	1) Ganesh Kashinath David 2) Jayshree Ganesh David	794.7	445	1240
25	A-25	Shrinivas Rao Mukku	794.7	445	1240
26	A-26	Mandakini Shashikant Shitole	452.73	254	706
27	A-27	Vasant Ramachandra Desai	452.73	254	706
28	A-28	Rajkumari Arvind Chavan	794.7	445	1240
29	A-29	Pramod Madhusudan Paranjpe	794.7	445	1240
30	A-30	1) Parimal Purshottam Patwardhan 2) Prerana Parimal Patwardhan	452.73	254	706
31	A-31	Hemant Dattatraya Korpadi	452.73	254	706
32	A-32	Anuradha Jayant Benurwar	794.7	445	1240
33	Garage	1) Shrikant Bhimrao Buddhikot 2) Kalyani Jitendra Kulkarni	250	140	390
			20208.88	11317	31526

			(1878.14 Sq. Mtrs.)		(2929.92 Sq. Mtrs.)
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SCHEDULE-III

Illustrative Monthly Rental offered to Members.

S. no.	Flat no.	Owner name as per documents provided by society	Existing RERA Flat Carpet Area Sq. Fts.	1 to 12 Month (Monthly Rent Rs.)	13 to 24 Month (Monthly Rent Rs.)	25 to 30 Month (Monthly Rent Rs.)	Refundable deposit = 3 Month's Rent of 1st year	Brokrage = 1 Month's Rent of 1st year
1	A-1	1) Mr. Sudhir Balasaheb Khade 2) Mrs. Kalpana Sudhir Khade	794.7	27815	30596	33656	83444	27815
2	A-2	Mr. Ravsaheb Baburao Gurav	452.73	15846	17430	19173	47537	15846
3	A-3	1) Smt. Shraddha Kiran Gurav 2) Miss. Arya Kiran Gurav	452.73	15846	17430	19173	47537	15846
4	A-4	Mr. Ganesh Shivaji Lad	794.7	27815	30596	33656	83444	27815
5	A-5	1) Mr. Dilip Dattajirao Jondhale 2) Mr. Anilkumar Dattajirao Jondhale	794.7	27815	30596	33656	83444	27815
6	A-6	1) Mr. Ajay Balkrishna Joshi 2) Mrs. Shalaka Ajay Joshi	452.73	15846	17430	19173	47537	15846
7	A-7	1) Mr. Tushar Satyanarayan Brahme 2) Mr. Sagar Satyanarayan Brahme	452.73	15846	17430	19173	47537	15846
8	A-8	Mr. Chetan Dnyaneshwar Khedkar	794.7	27815	30596	33656	83444	27815

9	A-9	Mr. Shantaram Dattatray Vaidya	794.7	27815	30596	33656	83444	27815
10	A-10	Mr. Kedarnath Bhaskarrao Nikam	452.73	15846	17430	19173	47537	15846
11	A-11	Mr. Somnath Bhaskar Nikam	452.73	15846	17430	19173	47537	15846
12	A-12	1) Mr. Mahesh Babanrao Zagade 2) Mrs. Sumati Babanrao Zagade 3) Mrs. Nalini Babanrao Zagade	794.7	27815	30596	33656	83444	27815
13	A-13	Mr. Shamsundar Narayan Shirole	794.7	27815	30596	33656	83444	27815
14	A-14	Mr. Umesh Narayan Lad	452.73	15846	17430	19173	47537	15846
15	A-15	Mr. Ashok Haribhau Lad	452.73	15846	17430	19173	47537	15846
16	A-16	1) Mr. Vishnu Balkrishna Jagtap 2) Mrs. Ujwala Vishnu Jagtap	794.7	27815	30596	33656	83444	27815
17	A-17	Mr. Narayan Parashuram Borawake	794.7	27815	30596	33656	83444	27815
18	A-18	Mrs. Lata Shrinivas Jadhav	452.73	15846	17430	19173	47537	15846
19	A-19	Mr. Jayant Yeshwant Phadke	452.73	15846	17430	19173	47537	15846
20	A-20	Mr. Ashok Krishnaji Salunke	794.7	27815	30596	33656	83444	27815
21	A-21	1) Mr. Chandrakant Dnyanoba Shinde 2) Mr. Sanjay Dnyanoba Shinde 3) Mr. Hemant Dnyanoba Shinde 4) Mrs. Smita	794.7	27815	30596	33656	83444	27815

		Kalidas Gholap 5) Mrs. Shashikala Pandharinath Mohol 6) Mrs. Bharati Rajendra Zunzurge						
22	A-22	Mrs. Vasavi Rajen Bakshi	452.73	15846	17430	19173	47537	15846
23	A-23	Mr. Sunil Vitthal Yewale	452.73	15846	17430	19173	47537	15846
24	A-24	1) Mr. Ganesh Kashinath Dravid 2) Mrs. Jayshree Ganesh Dravid	794.7	27815	30596	33656	83444	27815
25	A-25	Mr. Shrinivas Rao Mukku	794.7	27815	30596	33656	83444	27815
26	A-26	Mrs. Mandakini Shashikant Shitole	452.73	15846	17430	19173	47537	15846
27	A-27	Mr. Vasant Ramachandra Desai	452.73	15846	17430	19173	47537	15846
28	A-28	Mrs. Rajkumari Arvind Chavan	794.7	27815	30596	33656	83444	27815
29	A-29	Mr. Pramod Madhusudan Paranjpe	794.7	27815	30596	33656	83444	27815
30	A-30	1) Mr. Parimal Purshottam Patwardhan 2) Mrs. Prerana Parimal Patwardhan	452.73	15846	17430	19173	47537	15846
31	A-31	Mr. Hemant Dattatraya Korpad	452.73	15846	17430	19173	47537	15846
32	A-32	Mrs. Anuradha Jayant Benurwar	794.7	27815	30596	33656	83444	27815
33	Garage	1) Mr. Shrikant Bhimrao Buddhikot ----- ---(Deceased 2) Mrs. Kalyani Jitendra Kulkarni	250	8750	9625	10588	26250	8750

	Total Existing RERA Flat Carpet Area Sq. Fts.	20208.88	(1878.14 Sq. Mtrs.)				
	Total Rent Each Year (i.e. for 12 Months)		8487730	9336503	5135076		
	Total Rent of 30 Months Rs.		22959309				
	Total Refundable deposit					2121932	
	Total Brokrage						707311

SCHEDULE- IV-AMENITIES AND SPECIFICATIONS.

Sr No.	Specification details	Specification details
A	Civil Works	
1	Structure	The entire building will be in R.C.C Framed structure (Earth Quake Resistant). Height of each residential floor including parking shall be min.3.05 m (metres) from unfinished floor to unfinished floor level in conformance with Indian Standards. Antitermite treatment will be provided for the foundation all around periphery.
2	Foundation	Foundation to be rested on desired strata as per structural requirements.
3	Planning	As far as possible Construction of flats as per Vastu shastra. ALL FLATS SHOULD BE LOCATED EAST- WEST WISE, AS THEY ARE PRESENTLY. Decorative elevation with functional planning of the building with good light and ventilation in each and every room as best as possible.
4	Parking	Covered Mechanized Puzzle parking Each member shall be provided with minimum 1 x 4-wheeler (2.5 x 5.0 m) covered parking spaces and 2 x 2 - Wheeler covered parking spaces with Sufficient Power point for Charging of Electrical vehicles. Antiskid flooring for vehicle movement. Trimix Floor for Basement areas and Paving blocks/Chequer Tiles at ground level.
5	Ground Level	Over all ground level and plinth level of parking area shall be minimum 45 Cm above existing road level.
6	Quality Control	All the construction shall be in accordance with the standard practices as per I.S code. The necessary concrete cube tests for 7, 14 & 28 days is a must. The work shall also be in accordance to approved plans by the society and Pune Municipal Corporation. Developer shall get all the finishing items, fitting and fixtures approved from the Society Architect and Society committee before placing purchase order for such materials. The deviations in brand and make may be granted in exceptional cases subject to prior approval from Society Architect and Society committee well in advance.
7	AAC Block Work	6" AAC Blocks for external walls with horizontal seismic bands.

		4" AAC Blocks for internal walls with horizontal seismic bands. 5" AAC internal wall with seismic bands for that wall which has plumbing lines.
		The mortar used will be of Equal / lesser strength than blocks as mentioned in relevant IS code.
8	Internal & External Plaster Work	Double coat external River sand / M Sand faced cement plaster (1:4) with D Fixit water proofing compound. River sand / M Sand Single coat Internal plaster on external walls & 1st quality gypsum plaster over all surface. Gypsum Punning for Ceilling. Chicken mesh shall be used at all joints between RCC and masonry before plastering.
9	Painting Work	Internal Paint - Premium Emulsion - Asian / Dulux / Equivalent Make External Paint - Acrylic Paint - Asian / Dulux / Equivalent Make Window Grill Paint - Oil Paint - Asian / Dulux / Equivalent Make
10	Plumbing Work	RCC underground water tank with Minimum capacity of Underground water tank for Corporation water shall be strictly as per Pune Municipality norms. We will make provision of Additional supply connection of bore water to domestic tanks which will be operated in case of emergency. OHWT & UGWT will have three compartment (Fire + Domestic + Drinking). And Capacities are as per standard PMC Norms. 1 Main & 1 Stand by pump will be provided for both Domestic & Drinking Lines. Auto water level controller / Pressure difference detector system will be provided. Water connections from PMC will be provided as per PMC Norms. CPVC Pipes & Fittings - Hot Water Supply - Astral / Prince / Equivalent Make. UPVC Pipes & Fittings - Cold Water Supply - Astral / Prince / Equivalent Make. PVC-SWR Pipes & Fittings - Rain Water, Drainage Lines - Astral / Prince / Equivalent Make. CP Fitting - Jaquar Florentine Series or Equivalent Make. Divertor, Overhead Shower, Hot & Cold Basin Mixer, Two Way Bib Cock, Sink Cock for Kitchen & Dry Balcony, Health Faucet, Bib Cock for Solar Water Etc. Sanitary Fitting - Jaquar Florentine Series or Equivalent Make.

		Sanitary Fitting - Nirali make sinks for both Main Otta & Dry Balcony Otta. (24" X 18")
		Wall Hung Commode, Flush Valve, Counter top Bowl basin.
		Separate drainage pipe for AC outdoor unit.
		Pressure water test should be carried out before closing the chase of concealed plumbing pipes.
		We will provide separate tap for Solar Water in every toilet. Provision for boiler will be done.
		Provision of inlet & outlet for Washing Machine in Dry Balcony.
		Provision for dish washer in kitchen/Dry Balcony.
		Separate Washroom at Terrace & Parking Area for Common Usage.
		Storm water gutter arrangement so as to drain rain water smoothly, especially ensuring in the parking area.
11	Tiling Work	Living, Kitchen & Bedroom Area - Flooring & Skirting - 800 X 800 mm - PVT Grade Tiles - Kajaria / Equivalent Make Tile.
		Balcony Area - 600 X 600 mm - Ceramic Tiles - Kajaria / Equivalent Make Tile.
		Toilets - Dado - 600 X 300 mm - Upto Lintel Level. - Kajaria / Equivalent Make Tile.
		Toilets - Flooring - 300 X 300 mm - Satin Finish - Kajaria / Equivalent Make Tile.
		Kitchen Main Otta - Dado - 600 X 300 mm - Upto Slab Level. - Kajaria / Equivalent Make Tile.
		Kitchen Service Otta - Dado - 600 X 300 mm - 2 ft above otta - Kajaria / Equivalent Make Tile.
		Dry Balcony Otta - Dado - 600 X 300 mm - 2 ft above otta - Kajaria / Equivalent Make Tile.
		Otta - Top - Rolex Black Granite / Equivalent. Total Length of Otta (Main + Service) is 12 Ft. For Dry Balcony as per the length available.
		Window & Door Frames - Rolex Black Granite / Equivalent.
		Umbara Patti & Tops - Rolex Black Granite / Equivalent.
		Staircase Tiles - Restile / Equivalent Make
		All landings of the staircase should be 0.75" inch down from each flat living room level (this is for washing of staircases properly).
12	Window Work	UPVC windows with mosquito net. Size minimum 1.5 x 1.2 m. Make - Finesta / Kommerling / Equivalent Make.
		Window Glass - Saint Gobain / Equivalent Make.
		Provision of Exhaust Fan.

		MS Safety Grill with 1 coat Zink Chromite Primer & 2 Coat Oil Paint.
13	Door Work	Main Door, Bedroom Door & Toilet Door - Flush Door - 32 mm Thk - Oswin / Equivalent Make. Main Door - Veener - Green Ply / Oswin / Equivalent Make Bedroom, Toilet Door - Laminate - Vergo / Green Lam / Equivalent Make Main Door - Tri Bolt Night Latch - Europa / Dorset / Equivalent Make Bedroom Door - Mortise / Cylindrical Lock - Europa / Dorset / Equivalent Make Toilet Door - Mortise / Cylindrical Lock - Europa / Dorset / Equivalent Make Balcony Door - French Door - GI Powder Coated fully openable with openable Mosquito net on shutter. Safety Door - Laminated Flush Door With Safety Grill. Fire escape staircase door of approved make with two hours of fire resistance.
14	Electrical Work	1.0 mm ² for lights and fans, 2.5 mm ² for circuit wiring and power sockets, 4 mm ² for AC and Geyser. Concealed Electric copper wiring with ISI accessories. All electrical points shall be as per approved schematic interior furniture layout along with TV cable connection, telephone connection in the living room and all the bedrooms as per modern design concepts. Electrical points for split Air Conditioner at suitable location in all bedrooms & living room shall be provided. 1 "dia PVC pipe line for the outlet. All points will have earthing with aluminium flats. Provision for inverter back up: All light points, fan points. Provision of Internet cable connections in hall & bedrooms. Total points provided per flat list attached seperately.
15	Railling Work	S.S 304 railing with toughened glass for all terraces and balconies.
16	Video Door Phone, Intercom & CCTV System Work	Video Door Phone - Hikvision / Equivalent Make. Intercom will be provided for each Flat. Sufficient Qty of CCTVs with DVR & Back up Provided for Safety Reasons. Access Control System will be provided for Entrance Lobby.

17	Fire Fighting System Work	Necessary firefighting system as per rules of Pune Municipal Corporation shall be installed with all ISI fittings and fixtures as per norms of Tariff Advisory Committee)
18	Lift Work	Two elevators per wing working in synchronized manner shall be provided going upto terrace. Out of these two elevators, one elevator shall be of suitable capacity to carry 8 people and another elevator shall be of suitable capacity to carry a person on stretcher and when required carry heavy objects weighing not more than 600 kg along with minimum 4 persons at a time shall be provided. Both elevators to have battery backup, intercom and CCTV facility. Side panels and doors shall be of SS 304 material with mirror finish. Make of elevator shall be Schindler / Thyssen / KONE / OTIS / Equivalent Make.
19	Battery Backup / DG Set Work	Kirloskar Make / Equivalent Make.
20	Entrance lobby & Society Office Work	Decorative Entrance lobby enclosed with glass door with smart card entry/Access Control System with min. 15 feet height with security arrangements. Necessary sitting arrangements should be there. Decorative name plate and letter boxes with flat numbers in entrance lobby and on door of every flat. Decorative name plate of building at approved location.
21	Security Gate & Other Amenities Work	MS Wide gates (In & Out) as per parking requirements, adequate in length that should allow easily trucks to enter in to the society. M. S. decorative design gate at the entrance and exit of the building. If required Boom Barrier Provision.
22	Vermicomposting Work	Mechanical Organic Composter of suitable capacity will be provided.
23	Solar Water System Work	Solar water heater: 100 LPD Per flat, flat plate Solar water heating system /heat pump with equivalent capacity with hot water connection in all toilets.
24	Top Terrace Garden Work	We will provide terrace garden, but we can not cover it due to PMC Norms.
25	Society Office	200 sq. fts. Location as per the feasibility in planning

Sr. No.	Description	
1	CPVC pipes	Astral / Equivalent
2	CPVC pipes for Solar Water	Kitech / Equivalent
3	C.I. Pipes- "LA" Class	NECO / Equivalent
4	RCC pipes	Indian Hume Pipe
5	Pressure Reducing Valve	Danfoss / Honeywell / Equivalent
6	Ball Valves	Astral / HP / Equivalent
7	Water supply fancy fittings, such as pillar approved taps, showers, sink mixers etc	Jaquar Florentine
8	Flush valves	Jaquar Florentine
9	Flush tank PVC	Jaquar Flush Valve
10	Sanitary ware	Jaquar
11	Foot valves	Danfoss /TBS / Normex / Equivalent
12	PVC pipes and fittings	Astral / Equivalent - (10Kg/cm2)
13	Manhole frames and covers	KK / Equivalent
14	Water Pumps – Centrifugal / Submersible	CRI / KSB / Laxmi Lada
Electrical Items		
Sr No	Item	Makes
1	Wires - 1.00 Sqmm + 2.5 Sqmm + 4 Sqmm	Polycab

2	Conduit	Diamond
3	Switch Sockets	Legrand Myrus Next Gen.
4	Distribution Boards	Legrand
5	Light Fixtures	Polycab
6	Diesel Generator set	Kirloskar
-		
ELECTRICAL SCHEDULE FOR TYPICAL FLAT		
ROOM	DESCRIPTION	Points
LIVING	1 NO OF LIGHT POINT OUTSIDE/ABOVE DOOR	0
	1 NO- (5 AMP PLUG POINT)	1
	1 NO- LIGHT POINT AT ENTRANCE	1
	2- NOS- FAN POINT IN MAIN LIVING AREA (TWO WAY) with 2 hooks	2 - One way
	2-NOS-TUBE LIGHT (1 NO OF TUBE TWO WAY) BELL POINT	2 - One way
	1 NO LIGHT PICTURE POINT BEHIND SOFA	0
	1 NO- (5 AMP PLUG POINT) AT SIDE TABLE TELEPHONE POINT	0
	1 NO- (5 AMP PLUG POINT) AT SIDE TABLE	1
	3- NOS- (5 AMP PLUG POINT) FOR MUSIC SYSTEM AND TV	3

	1 NO. TV CABLE POINT	1
	1 NO OF LIGHT POINT IN TV UNIT	0
	1 NO OF 15 AMP split A.C POINT WITH CIRCUIT BREAKER (optional)	1
	1 NO. POINT FOR CHANDELIER WITH HOOK AND POINT	1
KITCHEN	1. NO-(5 AMP PLUG POINT) 1 FAN POINT 1 LIGHT POINT 1 NO-TUBE LIGHT 1 NO 5 AMP PLUG POINT FOR EXHAUST	1
	1 NO- 15 AMP PLUG POINT FOR FRIDGE WITH CIRCUIT BREAKER.	1
	1 NO 5 AMP MIXER/GRINDER POINT ON MAIN PLATFORM	1
	1 NO 5 /15 AMP PLUG PL FOR MICROWAVE WITH CIRCUIT BREAKER ON PREPARATION PLATFORM	1
	1 NO 5 AMP PLUG PL FOR ON PREPARATION PLATFORM	0
	1 NO 5 AMP PLUG PT FOR CHIMANY	1
	1 NO. 5 AMP PLUG PT FOR	1

	AQUAGUARD	
	1 NO. 15AMP PLUG POINT (FOR DRY BALCONY)	1
ALL BEDROOMS	1 NO. 5AMP PLUG POINT	1
	1 NO- FAN POINT (TWO WAY)	1
	2 NOS TUBE LIGHT POINT	1
	2 NOS. 5AMP PLUG POINT FOR CHORDLESS TELEPHONE, FOR T.V	0
	1 NO. TV CABLE POINT	1
	1 NO BED BACK LIGHT POINT	0
	1 NO OF TELEPHONE SOCKET	0
	1 NO OF 15 AMP split A.C POINT WITH CIRCUIT BREAKER	1
	2 NOS PLUG POINT FOR COMPUTER /PERIPHERALS	0
	FOOT LIGHT WITH SENSOR.	1
FOR TOILETS	1 NO. 5AMP PLUG POINT	
	1 LIGHT POINT ABOVE MIRROR	1
	1 PLUG PT FOR EXHAUST	1
	1 NO. 5/15 AMP PLUG POINT FOR GYSER/BOILER WITH CIRCUIT	1

	BREAKER	
	1 LIGHT POINT IN DRY BALCONY IF ANY	1
	1 NO. 15 AMP PLUG PT IN DRY YARD	0
		0
PASSAGE	MAIN DISTRIBUTION BOARD WITH MCB FOR EVERY ROOM AND 1 NO MAINS 1 NO - LIGHT POINT (IN PASSAGE), FOOT LIGHT WITH SENSOR	1
TERRACE	1 NO. LIGHT POINT & 2 NO. 5 AMP PLUG POINT	1 Light Point + 1 Plug Point
Note : The above table is indicative for single flat and points may change as per actual final interior layout depending on size of flat.		
Note :		
1) if required some specification may have to be changed for technical and or green building certification. Same will be communicated in advance and approval will be sought from the society.		
2) Equivalent brands may be used if there is issue of unavailability or some		

