

**AGREEMENT FOR PERMANENT ALTERNATE
ACCOMMODATION**

THIS DEVELOPMENT AGREEMENT is made at Mumbai on ____ day of _____ in the Christian Year Two Thousand and Eighteen.

BETWEEN

M/S ESHAAN REALTY through its Sole Proprietor MR. SUNIL DINKAR SHINDE, Age 38 years having its office at F-43, 1st Floor, Dreams Mall, L.B.S. Marg, Bhandup (West), Mumbai- 400 078, hereinafter referred to as **“THE DEVELOPER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors) **of the FIRST PART.**

AND

_____ aged ____ years (as appearing on the share certificate), an adult, Mumbai Indian Inhabitant, member in respect of _____ on _____ **Floor** of the building known as **KANJUR MATRUCHHAYA CO-OPERATIVE HOUSING SOCIETY LTD.,** a society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/WS/HSG/(TC)/5241/1991-92 Dated: 03-01-1992

having address at Plot No. 85, Datar Colony, Bhandup (East), Mumbai-400 042., hereinafter referred to as the **“ALLOTTEE/MEMBER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assign) **OF THE SECOND PART.**

KANJUR MATRUCHHAYA CO-OPERATIVE HOUSING SOCIETY LTD. a society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/WS/HSG/ (TC)/5241/1991-92 Dated: 03-01-1992 having address at Plot No. 85, Datar Colony, Bhandup (East), Mumbai-400 042. **Hereinafter referred to as “THE SOCIETY”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators and assign) **OF THE THIRD PART.**

WHEREAS:-

- A. **KANJUR MATRUCHHAYA CO-OPERATIVE HOUSING SOCIETY LTD.** a society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/WS/HSG/ (TC)/5241/1991-92 Dated: 03-01-1992 having address at Plot No. 85, Datar Colony, Bhandup (East), Mumbai-400 042. is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land bearing C.T.S No.959 of Village Kanjur, Taluka Kurla at Plot No. 85, Datar Colony, Bhandup (East), Mumbai – 400 042., (which is more particularly described in the schedule hereunder written for short hereinafter referred to as “ the said property”)..
- B. The society is in possession of or otherwise well and sufficiently entitled to the said plot bearing **CTS. 959** admeasuring total plot Area of **432.40 Sq. Mtrs.** for the brevity’s sake hereinafter shall be referred as the **“SAID PROPERTY”**.
- C. The Society consists of a building having **11** Nos. Residential flats and **11** members and area occupied by them. The said property is standing in the name of the Society in the Property Register cards and other revenue records as Owner thereof.
- D. Since, the existing building belonging to the Society requires repairs besides which several works of improvement and recurring repairs were required to be carried out to the existing building and the cost of such repairs, renovations and improvement was considerable for

better utilization of resources and planning, the Society and its existing members decided to explore the feasibility of redevelopment of the said property through some reputed Developer.

- E. The society member have decided to go for Redevelopment as the building has completed 34 Years and hence the members of Society has unanimously decided to go for Redevelopment. Vide its Resolution no. 15 passed in the General Body Meeting held on 27/03/2016 and decided to invite offers from reputed builders.
- F. The society members for the purpose of the of the society / Building conducted elections for appointing Managing Committee inclusive of chairman/ Secretary in order to look after the entire Redevelopment process and accordingly the said election were conducted on 24/04/2016 and it was unanimously decided to appoint Chairman Mr. Vilas B. Bhagwat and Secretary Mrs. Anjali A. Suryawanshi Member of Managing committee, as the society office bearers to look into the process of Redevelopment annexed as **Annexure "F"**
- G. The society had in its Special General Meeting held on 01/05/2016. Unanimously resolved vide Resolution No 06 to accept the offer of the Developer and further resolved to appoint and grant Development Rights in respect of the said property to the Developer herein.
- H. Therefore the said Society decided to develop its property through the developer by demolishing the existing building consisting of Ground + 3 upper Floors and by constructing a new building thereon to accommodate its present members by allotting each of then an ownership flat in the new building to be constructed in lieu of the members surrendering their existing flats to the said Society.
- I. AND WHEREAS by virtue of Development Agreement dated 29th of June. 2017, registered with the Jt. Sub-Registrar of Assurances, kurla-4 under Serial No. **KRL 4/6963/2017** the said **KANJUR MATRUCHHAYA CO-OPERATIVE HOUSING SOCIETY LTD.** referred as the SAID SOCIETY therein and **M/S ESHAAN REALTY** referred as the DEVELOPER therein, the SOCIETY assigned the Development Rights of the said property to the DEVELOPER therein upon the terms and conditions mentioned in the above mentioned Development Agreement dated 29-06-2017 and the said society also executed a General Power of Attorney on dated 29-06-2017 in favor of the said Developer herein for the Development of the said property which was also registered with the

Jt. Sub-Registrar of Assurances, Kurla - 4 under Serial No. **KRL 4/6964/ 2017.**

- J. And whereas in pursuance of the above mentioned deeds and documents the developer is entitled to develop the said Property in accordance with the said Sanctioned Plan
- K. The Members herein is the Member of the said society and are holding 5 shares of Rs. 50/- each bearing distinctive Nos. _____ to _____ under share Certificate No. ____ Dated. **15th October. 1992** issued by the Society. As such the said Member is also seized and possessed of Flat No. ____, on the _____ floor of the Society said building (hereinafter referred to as the (said existing flat/tenement”).
- L. For the purpose of construction and putting up the society’s new building, the existing building has to be demolished. The members of the society have agreed to arrange for themselves temporary alternate accommodation, for a period of 30 months (thirty months) being the estimated period in which time the Developer shall handover to the members their respective flats in the new building. The Developer have agreed to pay compensation to the members, to the residential members Rs.18,000/- per month for 1 RK Flat holders and Rs.24,000/- per month for 1 BHK Flat holders for the first term of 11 months, as compensation in lieu of Temporary Accommodation. After IOD the Developer shall give 2 months notice and if any member after receipt of said notice does not vacate his/her premise then the loss incurred due to non-vacating of the premise shall be deducted by the Developer from his/her corpus fund given by the Developer. It is hereby understood that the Developer shall issue Advance rent in favor of each member of the society towards monthly compensation as stated above upon the Developer obtaining the Commencement Certificate and all the Members vacating their respective Flats and handover possession of the same to the Developer. If the said time for handing over possession in the new Building shall extended mutually Then further advanced rent of next 11 months at enhanced rate of 5% will be issued on or before 5th day of prevailing last month in advance and further 15 % increase for next year till the time handing over the possession to all the members in the new building, within the said stipulated period of 30 months It is hereby agreed that within 15 days of completion of the society’s building and obtaining

Occupation Certificate/Part Occupation thereof the members shall on being given written intimation by the Developer take possession of the said new flat. However no rent shall be paid in the event the member fails to take possession within the time specified in the written intimation provided possession is offered on or before the expiry of the said 15 days of intimation.

b) No security deposit will be given as advance rent will be given for 11 months in one stroke in lieu of their handing over their original premises till the allotment of new flat premises in newly constructed Building.

(c) provided further that over and above an amount of Rs. 20,000/- (Rupees Twenty thousand only) shall be paid as Transportation charges to the each existing member of the society at the time of shifting to temporary accommodation for to-and-fro and/or vacating the Original premises of said members.

(d) To pay one month brokerage for acquiring temporary alternate premises of one rent for each shifting at the time of vacating the premises by respective members.

(e) Time being the essence of Contract. The Developer shall complete the said of Building within period of 30 months from the date of commencement Certificate provided the members of the said society shall vacate the said society as per time frame given to them.

M. The Developer submitted to the concerned Municipal Authorities Plan, Specification, Elevation, Section and details of the said proposed Building and got the approval of IOD for the same vide letter bearing No. **CHE/ES/2652/S/337(NEW)** Dated **31/01/2018** annexed hereto and marked as **Annexure "D"** is the copy of the said IOD and annexed hereto and marked **Annexure "E"** is the copy of the approved New **KANJUR MATRUCHHAYA CO-OPERATIVE HOUSING SOCIETY LTD.** building plan by MCGM.

N. And whereas mutually agreed by and between the Society and the Members herein, the society requested the Developer herein for allotment to the Members herein, of the Flat No.**301** on the **Third** Floor of the Building being constructed on the said Property.

NOW THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

It is agreed and declared that the recitals contained hereinabove shall constitute also as an operative part of this agreement as if the same were specifically set out herein and incorporated verbatim.

1. The Member agrees to acquire from the Developer and the Developer hereby agrees to allot to the Member a Residential Flat being Flat no. _____ admeasuring _____ Sq. Ft. Carpet Area on the _____ Floor as shown in the floor plan thereof annexed and marked as **Annexure “C”**
2. The Developer declares that as on this day the Society is the absolute owner of the said property more particularly described in the Schedule hereunder written and it has clear, marketable title of the said property free from encumbrances and reasonable doubts. The Developer herein has obtained the title certificate of the said property from **SAB LAW SERVICES**, Advocate (Mr. Sunil Salunkhe) High Court, copy whereof is hereto annexed and marked as **Annexure “G”**.
3. The Developer shall provided the said new flat to the Existing Member free of cost in lieu of the Members old flat and the Developer shall hand over the possession of the new flat to the existing Member as per the terms mentioned in the Principal Development Agreement Dated 29-06-2017.
4. The Member Declares that:
 - (i) He/She is the lawful Owner of the existing flat being flat no. _____ admeasuring _____ Sq. Ft. Carpet Area on the _____ Floor of the said building known as standing on the said property and holds Share Certificate No. _____ Dated **15th October. 1992** having distinctive Nos. from _____to _____ (both inclusive), issued by the Society. Copy of the Share Certificate is hereto annexed and marked as **Annexure “B”**.
 - (ii) He/She is in exclusive use, occupation and uninterrupted possession of the said Flat and saves and except Him/her no one has any Share, Right, Title and Interest in the said Flat.
 - (iii) The said Flat is free from all encumbrances, litigations, Mortgages and there is no interim or ad-interim order in respect of the said flat restraining the member, from dealing

with the same and /or to hand over the vacant possession of the said flat to the Developer.

- (iv) He/she has not created any third party rights on the said Flat nor has parted with the possession of the said Flat or any part thereof to any person or persons in any manner whatsoever.
 - (v) That he/she has paid till date hereof all the maintenance dues, Electricity charges, Telephone charges and/or any other outgoings in respect of the said Flat to the Society/ concerned authorities and nothing is due and payable by the Member to the Society/or any other concerned authorities.
5. The specification and amenities to be provided in the Members New Flat shall be set out in **Annexure “A”** hereto. The floor plan of the new flat is annexed as **Annexure “C”** hereto.
6. The members shall handover the vacant and peaceful possession of his /her said old premises to the developer for demolition of the same within 30 days from the Developer intimating to the Society/ Members as per the plans being duly sanctioned by the M.C.G.M or any other concerned authorities and upon receipt of I.O.D.
7. The Developer shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of the building in which that Flat is to be situated is delayed on account of :-
- (i) War, civil commotion, or Act of God and/or any other natural calamity and other causes beyond the control of the Developer.
 - (ii) Any rules, notification of the Government and/or other public, judicial or competent authority affecting Development in respect of the said property.
 - (iii) Non-availability of steel, cement and such other building material.
8. The members with intention to bring all persons into whosoever hands the flat may come, do hereby covenant with the Developer and the society as follows:

- a) To maintain the Flat at his/her own cost in good and tenantable repair and condition from the date of possession of the Flat and shall not damage or do anything in or to the building in which the flat is situated, staircase or any passages which may be against rules, regulation or bye-laws of concerned local or any other authority or chance/ alter or make addition in or to the building in which the Flat is situated and the flat itself or any part thereof.
 - b) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and building in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - c) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said property in which the Flat is situated and also not to keep any pots or plants in the window or on the chhajjas or at such other places which will spoil the exterior colour of the building and which also may cause leakage in future.
 - d) The Members shall not let, sub-let, transfer, assign or part with his/her interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Member to the Developer under this Agreement are fully paid up and only if the Member is not guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the Member has intimated in writing to the Developer and Society about the same and has obtained prior written consent of the Society herein.
9. It is hereby specifically agreed by the Members that he will not change the Exterior, outside Elevation, inside passages and staircase or the colour scheme of the building.
10. The Member shall present this Agreement at the proper registration office for registration within the time limit prescribed by the Registration Act. The Developer and Society shall attend such office and admit execution thereof.

11. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats (Regulation of Promotion of construction, sale, management and Transfer) Act, 1963 and the rules made there under and also the provisions of The Maharashtra Co-operative Societies Act, 1960.
12. After obtaining Occupation Certificate from the concerned Authority the Developer shall offer possession of the flat in the new Building to the existing Members and the members will move in the new building within 15 days of notification that the new premises are ready.
13. After handing over the physical possession of the new premises to the existing members along with Occupation Certificate the members shall be liable to pay all outgoings including maintenance taxes, levies, repairs in respect of their respective flats being the Members of the Flats. (Before that Developer shall clear all his dues, Govt.-Taxes, Water taxes, etc. made during the development period and up to giving possession to existing members).
14. The members shall not obstruct the development process undertaken by the developer in any which ways and extend his/her co-operation and support as and when required by the Developer for the Development of the property.
15. A separate possession letter shall be executed by and between the member and the developer at the time of the handing over the physical possession of the new Flat to the Member upon the receipt of the Occupation Certificate.
16. This being the Permanent Alternate Accommodation Agreement for to the Development Agreement dated 29-06-2017.
17. In addition to the above terms and conditions recorded herein the said Development Agreement dated 29-06-2017 is valid and subsisting and is binding on the parties hereto.
18. The society confirms this Agreement and the contents thereof.

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

SCHEDULE OF THE PROPERTY REFERRED ABOVE

All that piece or parcel of total land or ground with building standing thereon known as **Kanjur MatruChhaya Co-Operative Housing Society Ltd** admeasuring about 432.40 Sq. Mtrs. as per title deed together with the structure standing thereon consisting of Ground plus Three upper floors containing 11 flats situate, lying and being at **Kanjur MatruChhaya Co-Operative Housing Society Ltd.**, Plot No. 85, Datar Colony, Bhandup (East), Mumbai - 400 042, lying and bearing C.T.S. No. 959 of Village Kanjur, in the Registration District and Sub-District of Mumbai City and Suburban, Taluka-Kurla within the limits of "S" Ward of Mumbai Municipal Corporation and bounded as follows:-

On or towards the West : C.T.S.NO.956/B (UdyanDarshanSociety).

On or towards the South : C.T.S. NO. 953 (Paranjape Garden).

On or towards the North : 9.15 m D.P. Road.

On or towards the East : 9.15 m D.P. Road.

SCHEDULE OF THE FLAT REFERRED ABOVE

A Residential Flat bearing Flat No. _____ admeasuring about _____ Sq.ft. Carpet area equivalent to _____ Sq. Mtr. Carpet area on the _____ Floor of the building known as **Kanjur MatruChhaya Co-Operative Housing Society Ltd.**, Plot No. 85, Datar Colony, Bhandup (East), Mumbai - 400 042.

IN WITNESS WHEREOF the parties hereto have signed and delivered these presents at Mumbai the day and year first hereinabove written.

SIGNED AND DELIVERED BY THE)

WITHIN NAMED “**THE DEVELOPER**”,

M/S ESHAAN REALTY

As (THE FIRST PART.)

Through its Sole Proprietor

MR. SUNIL DINKAR SHINDE)

In presence of)

1.

2.

SIGNED AND DELIVERED BY THE)

WITHIN NAMED

“THE ALLOTTEE/MEMBER”,

As (SECOND PART)

In presence of)

1.

2.

SIGNED AND DELIVERED BY THE)
WITHIN NAMED “**KANJUR MATRUCHHAYA**
CO-OPERATIVE HOUSING
SOCIETY LIMITED”)

Through it's duly elected)

CHAIRMAN: MR. VILAS B. BHAGWAT)

SECRETARY: MRS. ANJALI A. SURYAWANSHI)

As (THIRD PART)

In the presence of)

1.

2.

Annexure “A”

The said developer has agreed and confirmed to comply the following terms and condition during redevelopment of the said property:

TECHNICAL TERMS AND CONDITIONS:

(GENERAL SPECIFICATIONS)

Earthquake Resistance Structure:

The Building will be structurally designed to withstand and Seismic Pressure, I.E designed for Zone IV as per I.S. Codes to be designed by approved M.C.G.M structural Engineers. R.C.C framed structure 100% earthquake resistance structure uniquely designed to withstand hazards and natural calamities and make a peaceful living.

Elevation

Modern design elevation of the building will be as per architectural design to make a landmark structure with utmost superior quality. Well planned flat having sufficient ventilation and resistant to Climatic condition as per M.C.G.M rules and regulations.

Lobby

Decorative entrance lobby with modern design with Italian marble / granite and exclusive light fittings in false ceiling decorative name plates on elegant main entrance as per architectural design.

Gate

The entrance gates in heavy section with decorative lights. Interlocking pavers or anti-skid in drive way and around the building boundary wall with decorative lights system.

Compound walls:

The developer shall construct compound wall around property up to five feet height or as per the requirements with frontage decorated finish.

The entrance gates in heavy section with decorative lights.

Interlocking pavers or anti-skid in drive way and around the building. Boundary wall with decorative light system.

EXTERNAL AMINITIES

Light weight eco-friendly block

RCC composite structure with light brick and cement plastering (ultra-tech) light weight blocks and double coat outer plastering. External brick work with 6” block and internal with 4” block. Eco-friendly design and material used.

Watchman cabin and society office

Security cabin at entrance and provision of common toilet

Society room for members.

Doors

Main door designer flush doors.

40mm thickness 100% pine wood and 100% hard wood. Bathroom door anodized aluminum door 100% waterproof. Termite resistance with decorative

locks.

Windows

All windows in granite frames.

Heavy section anodized aluminum windows with one way glass (18x50 heavy section and saint-Gobain glass or equivalent).

Electrical

Concealed wiring with fire retardant copper wire with suitable points for power and lighting.

Modular switches with M.C.B. near the common area electrical board.

Inverter power point plug in each flat.

Modular switches of (Roma/Anchor/ Legrand or equivalent).

The building will be provided enclosed cabin for electric meters and will lay new electrical cable connecting M.S.E.B. D.P box via main road to the society meter box.

To provide sufficient lighting system around the building & street light.

To provided light point at each landing of the staircase.

To provided appropriate facility for internal telephone as well as T.V. Cable/internet.

Painting

Painting emulsion for all interior walls with Birla white putty. Smooth finish, 1 coat primer and 2 coat plastic paint.

External wall with texture finish and apex weather proof paint with minimum 3 years warranty.

Plumbing

Superior quality pipes for sewage and drinking water from over head tank.

U-PVC and C-PVC pipe of (prince or equivalent).

Branded 3 way mixers, flush valve, shower, wall mounted commode with jet spray.

Elevators

Branded lifts with advance fittings with power back up facility.

Fire fighting system

Fire fighting system as per M.C.G.M. / C.F.O norms.

Staircase / landings

Well lit staircases with broad passages and decorative granite / with granite/ green kota stone tappa with raiser and M.S. Steel hand rest.

Water proofing

All exteriors exposed to nature will have water proofed from a professional water proofing agency along with consultants guarantee for period of 5 years will be given to the society.

Bore well and drinking water

Separate piping for bore well and drinking water

One underground water tank with an extra 2hp electrical pump and overhead water storage tank with sufficient storage capacity.

24/7 power backup

Provision for backup for lift and lights in common area.

Telephone

Telephone point will be provided in all bed rooms and living room.
Provision of internet connection with Intercom facility.

Video door safety system

Video door safety system with door bell for each flat owner to enhances security at home.
CCTV camera will be provided at the gate, entrance lobby and parking area.

INTERNAL AMENTIES

Living room

Flooring will be vitrified floor (2' x 2') with 3" skirting of branded company.
Main entrance door will be flush door with wooden frame and decorative safety door.
Main door shall have triple lock system fitting. Best in its class safety chain, peep hole etc.
One TV point, two light point, one telephone point, one bell point will be provided in living room.
All walls will be painted with oil bound acrylic paint.

Bedroom

Flooring will be vitrified floor (2' x 2') tiles with 3" skirting.
Bedroom doors will be flush door with wooden frame and feather touch lock.
All bedrooms will have A.C. point.

Kitchen

Standing cooking platform with black granite and front patti 3" with molding.
Best quality stainless steel sink (Nirali or equivalent) minimum size (21"x18"x8")
Wall tiles above platform up to ceiling height
16-amp electric power point for refrigerator point, mixer point and washing machine exhaust fan point, aqua guard point.
Angle cock provision for aqua guard,
Provision for mahanagar pipe gas.

Toilets

Designer tiles full wall with combination of floor.
Superior quality C.P. Fitting.
Sanitary ware of best brands.
Provision for washing machine and geyser point.