

over physical possession of the new flats to the existing Members of society or O.C. of the building whichever is earlier

51. The refundable deposits / additional dues, fines penalties, Registration charges / stamp duties or any arrears paid to M.C.G.M / MHADA or any other authorities concerned shall be recovered by the Developers from MCGM / MHADA or any other Govt. Department in respect of any payments made in the name of society. The society undertakes and agrees that it shall reimburse to the Developers any of the said amounts, if refunded to the Society, as and when refunded to the Society or issue to the Developers it's No objection to recover the said deposits to the Developers directly.



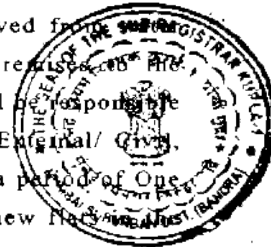
52. The Developers shall also be entitled to put up their name board / be said property on suitable place including appointing selling agent for the sale of the Developer's Sale Premises in the said new buildings and fix and pay their remuneration/commission.



Rohit		Rohit		Rohit	
Shanti	Shanti	Hingur	Hingur	Hingur	Hingur
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Shanti	Shanti	Shanti	Shanti	Shanti	Shanti

53. It is agreed between the parties hereto that the Developers shall not be entitled to sublet, assign or transfer the development right to any third party. However, the Developers shall be entitled to develop the said property by themselves and by their group companies / sister concern company in which the present partners are also a partner in the said group companies / sister concern company and they can even add new partners.

54. The Developer shall provide structure guarantee of 5 years as specified in RERA and they will hand over all guarantee received from the Society on handover. Besides, the Developers alone shall be responsible to rectify any structural or construction (Internal and External/ Civil, Mechanical, Electrical,) defect in the new building for a period of One year from the date of handing over possession of the new building or as per RERA whichever is later and shall rectify all defects in construction including water proofing as may be pointed out by the concerned Members/purchasers and it will indemnify and keep indemnified the said society in respect of any claim made on the said society by such Members/purchasers. This defect liability is



Rocky	...	Ramrani	...
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...	...	Hingre	...	Sunadkar
...	...	...	V.V. Ramare	...
...	...	Jyeshth	S.S. Shetty	...
...	...	Dani A.K.	...	...
...	...	...	...	...
...	...	Raja M.T.	...	...

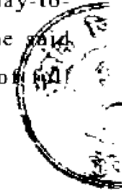
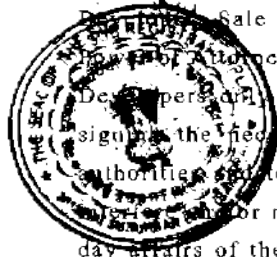
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subject to the condition that no member shall make any internal change in the new premises given to him/her/them.

55. To enable the Developers to carry out the development work on the said property, the said society has on the execution hereof, executed and will cause to be registered simultaneously with this agreement an irrevocable General Power of Attorney in favour of the Developers authorizing them to approach various local authorities including for obtaining I.O.D / IOA Commencement Certificate, submission of plans for approval and amendment electricity supply and water department, MHADA assessment Department and for obtaining occupancy certificate, etc. and to sell and appropriate the sale proceeds of the Sale Premises. The Developers shall not misuse the General Power of Attorney and the Society has granted the same in favour of the Developers for the limited purpose of carrying out, doing and/or signing the necessary documents and/or attending the offices of the authorities to deal with the Developers' Sale Premises and not to interfere or meddle with the affairs and management of the day-to-day affairs of the Said Society and their other inherent rights. The POA will be valid only till 12 months from the date of receipt of



<u>Forbyl</u>	<u>Ronia</u>	<u>Ranallani</u>	<u>Ranallani</u>
<u>Shanti</u>	<u>Shanti</u>	<u>Hingra P.D.</u>	<u>Shanti</u>
<u>Shanti</u>	<u>Shanti</u>	<u>Shanti</u>	<u>Shanti</u>
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<u>Shanti</u>	<u>Shanti</u>	<u>Shanti</u>	<u>Shanti</u>
<u>Shanti</u>	<u>Shanti</u>	<u>Shanti</u>	<u>Shanti</u>
<u>Shanti</u>	<u>Shanti</u>	<u>Shanti</u>	<u>Shanti</u>

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O.C. and the Developer shall handover the complete charge of the Society.

56. The Developers shall insure and/or cause their contractors to insure all the workmen employed/engaged in demolition / construction and any other allied contract relating to the development work to the said new building / construction under the Workmen's Compensation Act and the Developers alone shall be responsible for the liabilities in respect of the workmen so employed. The Developers and contractors only shall be liable for any accident / incidents /claims /loss or damage in the redevelopment works carried and not the society or its members till the construction work of the new building is completed.

57. It is further agreed that the Developers alone shall be liable for any claim made by any third party in respect of any flats and other premises sold to the prospective purchaser/allottee of the flat and other premises in the said new building constructed on the said property and the Developers agree to indemnify and keep indemnified and harmless the said society and the Members herein from all costs, charges, and



Rocky	Ravi	Rasmani	Rohit
Shanti	Hingur	Sunadkar	
Lip	Seshel	V.V. Ramga	
Jyesh	S.S. Shetty		
Doni A.K.	R.M. Namdar		
Raju M.T.			

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expenses and legal fees by any third party and/or any damage caused to the prospective purchasers/ allottees

58. This Agreement for grant of development rights does not constitute a partnership and/or a joint venture between the parties hereto. Each of the parties hereto shall be liable to pay and discharge their respective liabilities and debts including their respective income - tax liabilities and each shall indemnify and keep indemnified the other there from.

59. The parties hereto declare that this Agreement for Grant of Development Rights is covered by Article [5 - g (a)] Bombay Stamp Act, 1958 and the same is liable to be stamped on the consideration grant of development rights as mentioned herein and the same shall be borne and paid solely by the Developers.



The Stamp duty, registration Fees, Registration charges and any other charges/ Taxes. Fees payable on the Tripartite Agreements between the Members of the Society in respect of their new flats for



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Shanti	Hingur P D	Prakash
Lip	Sashetti	M. V. Ramani
Shri. S. S. Hase	Dani A. K.	R. S. Shetty
SP 7	Manoj M. B.	R. S. Shetty
Hiten Soni	Rajiv M. T.	Page 60 of 89

new (old area Plus additional new area of the Flat) and other incidental expenses towards this Agreement shall be borne and paid by the Developers alone.

61. Since all the monetary benefits and other important financial terms have been finalized between Developers and society Members and everything has been elaborately mentioned in this Development Agreement, and these financial terms being the essence of this Development Agreement, Hence under no circumstances, anything will be changed in above terms from the day of Registration of Development Agreement and till the day of possession of new flats for the society Members.

62. The Developers have agreed that the provision for Fire Fighting System will be as per the norms and regulations of M.C.G.M and Fire Brigade authorities.

63. In case the Developer violate any terms and conditions of this Development Agreement and / or commit any default of the terms and conditions agreed to be obeyed, followed and / or complied, the



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Society shall not be responsible for the said violation and non-observance of said terms and conditions and the Developers agree to indemnify and keep indemnified the Society and its Members in respect of any or all such loss or damages caused to the Society due to any violation and/or non-observance of the terms and conditions hereof by the Developers and the Society shall give notice about any such violation or non-compliance to the Developers and Developers shall comply or reply to the same within 30 days and, if within the stipulated period 30 days no compliance is made or reply given or the society is not satisfied with the compliance or reply, in that event the subject matter of violation/non-compliance shall be resolved mutually or through a mutually appointed mediator, whose decision will bind both the Society and the Developers. The Society further represents and declares that as per the discussion and arrangement they will invoke of Arbitration after 60 [Sixty] Months from the date of commencement certificate, if needed.

The Developer hereby indemnify the Society and its members from any claim arising out of any third party.



For by	Re	Received	By
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1. 10/10/2022 K. A. Ravi K. A. Ravi	Shanti	Hingu P. D.	10/10/2022	Shanti
2. 10/10/2022	L. P.	Seshetty	V. V. Ramayya	10/10/2022
3. 10/10/2022	21/10/2022	Jayesh	V. S. Shetty	21/10/2022
4. 10/10/2022	S. S. H. H.	Dani A. K.	R. R. H. H.	10/10/2022
5. 10/10/2022	10/10/2022	M. M. M. M.	10/10/2022	10/10/2022
6. 10/10/2022	10/10/2022	Raju M. T.	10/10/2022	10/10/2022

65. All disputes and differences that may arise between the parties hereto in regard to this Agreement, the carrying out of the terms and conditions of this Agreement and / or the interpretation thereof or in any way whatsoever in connection thereon will be referred to the Arbitration of a sole Arbitrator if agreed upon by all the parties hereto otherwise to the Arbitral Tribunal of Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and / or its statutory modifications in force for the time being. The Award of the sole arbitrator or the Arbitral Tribunal will be final and binding on all the parties. The Arbitrator/s will have summary powers, and will also be entitled to make interim awards. The Arbitration proceedings shall be held in Mumbai and conducted in English and courts in Mumbai shall have jurisdiction in matter. Either party can approach Competent Court of Law having jurisdiction / Arbitration to resolve any major issue affecting the total project / construction to establish their rights. The Arbitration can be invoked only post 60 months of the first cost of arbitrator amounting up to Rs. 5,00,000/- (Rupees Five Lacs only) will be paid and borne by the Developer.

FIRST SCHEDULE ABOVE REFERRED TO

Rocky	Rohit	Rohit	Rohit	Rohit
Shanti	Hingy	SShetti	V.V. Panay	Shuadant
Sumit	X-1	Jupha	S.S. Shetty	APR 2018
Shiv	SShetti	Dani A.K.	R.R. Nandekar	APR 2018
Shiv	SShetti	Mau	M13	APR 2018
Shiv	SShetti	Raju M.T.	APR 2018	APR 2018

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(Description of land)

ALL that piece or parcel of leasehold land bearing Survey No.236A, City Survey No. 184 (part), village Ghatkopar admeasuring about 875.06 SquareMeters (Lease Area 759.42 SquareMeters plus tit bit lands area 115.64 sq. mtrs.), at **Pant Nagar, Ghatkopar (E). Mumbai - 400 075** together with **Building No.94** standing thereon comprising of 30 tenements on Ground plus Two upper floors. Pant Nagar, Taluka and Registration District of Mumbai Suburban and bounded as follows:

ON OR TOWARDS THE NORTH : Building No. 92 and 93

ON OR TOWARDS THE SOUTH : 40" - 0" Road

ON OR TOWARDS THE EAST : 40" - 0" Road

ON OR TOWARDS THE WEST : 40" - 0" Road



<u>Pachy</u>	<u>Romit</u>	<u>Ravattani</u>	<u>Rahat</u>
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<u>Latika Jalde</u> <u>महाराष्ट्र</u> <u>महाराष्ट्र</u> <u>महाराष्ट्र</u>	<u>Shakti</u>	<u>Hingra P.D.</u>	<u>Shakti</u>	<u>Shakti</u>
<u>Sumit</u>	<u>Lip</u>	<u>S.S. Shetty</u>	<u>V.V. Ramak</u>	<u>P.H. Shetty</u>
<u>Shakti</u>	<u>Shakti</u>	<u>Shakti</u>	<u>Shakti</u>	<u>Shakti</u>
<u>Shakti</u>	<u>S.S. Shetty</u>	<u>Dani A.K.</u>	<u>Shakti</u>	<u>Shakti</u>
<u>Shakti</u>	<u>Shakti</u>	<u>Shakti</u>	<u>Shakti</u>	<u>Shakti</u>
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No.	R.	Floor	Name	Old Carpet Area In Sq. Ft.	New RERA Carpet area In Sq. Ft.
17	2819	Second	Shri. Surendra Sambhaji Masurkar	217.75	575.00
18	2820	Second	Shri. Ashwinkumar Kishorlal Dani	217.75	575.00
19	2821	Second	Smt. Revati Ravindra Narvekar	217.75	575.00
20	2822	Second	Smt. Laxmibai Raghunath Surve	217.75	575.00
21	2823	Second	Shri. Jayram Ganpati Kamath	217.75	575.00
22	2824	Second	Shr. Eknath Ramchandra Sawant	217.75	575.00
23	2825	Second	Shri. Mayur Jagdish Bhanushali	217.75	575.00
			Shri. Manish Jagdish Bhanushali		
			Shri. Jagdish Shivji Bhanushali		
24	2826	Second	Smt. Rupali Gajanan Karnali	217.75	575.00
25	2827	Third	Smt. Jastina Mounis Deunha	217.75	575.00
26	2828	Third	Smt. Shilpa Hiten Soni	217.75	575.00
			Shri. Hiten Valaji Soni		
27	2829	Third	Shri. Ulhas Dattatraya Rendale	217.75	575.00
28	2830	Third	Smt. Raju Mohan Tarachandani	217.75	575.00
29	2831	Third	Shri. Hemant Krishna Landge	217.75	575.00
30	2832	Third	Shri. Sunil Dattaram Gawde	217.75	575.00
31	2833	Third	Shri. Ajay Manjaya Shetty	217.75	575.00
32	2834	Third	Shri. Ashok Shantaram Narkar	217.75	575.00



Rocky	Ravi	Ravindra	Raj
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Shri. Suresh K. Kulkarni	Shanti	Hingu P. D.	Shri. Suresh K. Kulkarni	Shri. Suresh K. Kulkarni
Shri. Suresh K. Kulkarni	Shanti	Shanti	V. V. Ramani	Shri. Suresh K. Kulkarni
Shri. Suresh K. Kulkarni	Shanti	Shanti	V. S. Shetty	Shri. Suresh K. Kulkarni
Shri. Suresh K. Kulkarni	Shanti	Dani A. K.	R. R. Kulkarni	Shri. Suresh K. Kulkarni
Shri. Suresh K. Kulkarni	Shanti	Shanti	Shanti	Shri. Suresh K. Kulkarni
Shri. Suresh K. Kulkarni	Shanti	Raju M. T.	Shanti	Shri. Suresh K. Kulkarni

2) Shri. Surendra Sambhaji Masurkar
Secretary

करल - १		
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Pantnagar Surananda Co-op Hsg. Soc. Ltd.
S.S. Masurkar
Secretary
President



3) Shri. Satish Radhakrishana Mayekar
Treasurer



Pantnagar Surananda Co-op Hsg. Soc. Ltd.
S. Mayekar
Secretary
President



28



Rachh		Pant	Rachh	Rachh
Wally Tachce K.A. Pachce K.A. Pachce	Shach	Hingur P.D.	OK	Shach
numed	Lip	S.S. Masurkar	V.V. Nangar	Rachh
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करल - १		
2022	2022	2022
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SIGNED AND DELIVERED
by the within named 'The Developer'
M/s. ADITYARAJ BUILDERS
AND DEVELOPERS
through their Partners

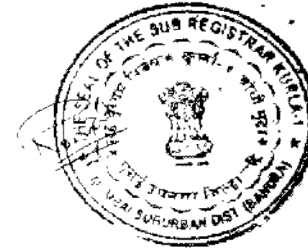


Rocky

1. MR. ROCKY RAJKUMAR KHUSHALANI
Partner



2. MR. ROHIT GUL VATIANI
Partner



Rocky *Rohit* *Vatiani* *Rocky*

Local Police K. S. Khushalani K. S. Khushalani	Karti	Hingu P.D.	Rocky	Anuadkar
Sumit	Karti	S. S. Khushalani	V. V. Parman	K. H. S. Khushalani
2. K. S. Khushalani	2. K. S. Khushalani	2. K. S. Khushalani	2. K. S. Khushalani	2. K. S. Khushalani
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करल - १		
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3.MR. RAJESH MOHANDAS CHHATTANI

Partner



Rajesh Chhattani



4.MR. RAKESH RAMCHAND DHANWANI

Partner



Rakesh Dhanwani



<i>[Signature]</i>	<i>[Signature]</i>	<i>Rajesh Chhattani</i>	<i>Rakesh Dhanwani</i>
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<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
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करल - १	
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in the presence of

1. [Signature]

2. [Signature]



<u>Porbyl</u>	<u>Rout</u>	<u>Rohitram</u>	<u>[Signature]</u>
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L. H. D. Son Hiten Soni 21/11/2022	Shanti L. H. P. 21/11/2022	Hingu P. D. S. S. Shetty Jyoti D. M. A. K. M. B.	Sunadkar K. V. S. G. V. S. Shetty R. S. N. V. 24/11/2022	[Signature] [Signature] [Signature] [Signature] [Signature]
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Page 1 of 89

SIGNED AND DELIVERED

by the within named 'The Members/Confirming Party'

Sr. No.	R. No.	Floor	Name	Signature
कवच - 4 25-07-2022				
			Smt. Lalita Rajaram Takke	Lalita Takke
			Smt. Nishidha Nandkumar Shetye	Nishidha Shetye
			Smt. Krishnakant Rajaram Takke	
			Smt. Rupali Rajaram Takke	Rupali R. Takke



Sr. No.	R. No.	Floor	Name	Signature
				करत - ५ २०२२
2	2804	Ground	Smt. Shanti Narayanan V...	<i>Shanti</i>  
	2805	Ground	Shri. Pradip Dulabhdas Hingu	 <i>Hingud</i>  

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Page 73 119

Sr. No.	R. No.	Floor.	Name	Signature
फॉर्म - १ र. नं. २५० २०२२				
			Shri. Ajay Pandurang Gaikwad	  
			Smt. Shraddha Ajay Gaikwad	  

Sr. No.	R. No.	Floor	Name	Signature
5	2807	Ground	Smt. Shraddha Nitin Nadkarni	करा - 2022 <i>Shraddha</i>
6	2808	Ground	Shri. Madanmohan Shivmangal Mishra	<i>Madan</i>

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Page 75 of 89

Sr. No.	R. No.	Floor	Name	Signature
करल - १ २०२२				
7	2809	Ground	Shri Dilip Ganpat Borhade	 
8	2810	Ground	Shri Santosh Shripad Shetty	 

Sr. No.	R. No.	Floor	Name	Signature
9	2811	First	Smt. Varsha Vijay Ramaiya	करल - १ २१०२ २२-४१० २०२२ V. V. Ramaiya
10	2812	First	Smt. Krishna Naranappa Shetty	K. N. Shetty

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Sr. No.	R. No.	Floor	Name	Signature
करल - १ २०२२				
11	2813	First	Smt. Samisthaben Prafuchandra Shah	21/11/2022
12	2814	First	Shri. Ashokkumar Parshotam Borkhatanya	21/11/2022



Sr No	R. No.	Floor	Name	Signature	करल - १
13	2815	First	Shri. Satish Radhakrishna Mayekar	<i>Satish</i>	23/05/2022
14	2816	First	Smt. Vimala Sadenand Shetty	<i>V. S. Shetty</i>	



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Sl. No.	R. No.	Floor	Name	Signature
करल - १ २३२२ २४ २०२२				
15	2817	First	Shri. Ashok Anant Achrekar	Achrekar
16	2818	First	Smt. Darshana Dinkar Chavan	Chavan



Sr. No.	R. No.	Floor	Name	Signature
17	2819	Second	Shri. Surendra Sambhaji Masurkar	करल - १ 2702 २३ २४० २०२२ <i>S. Masurkar</i>
18	2820	Second	Shri. Ashwinkumar Kishorlal Dani	<i>Dani A. K.</i>

Sr No.	R No	Floor	Name	Signature				
<table border="1"> <tr> <td colspan="2">कल - १</td> </tr> <tr> <td>२००८</td> <td>२५ २५९</td> </tr> </table>					कल - १		२००८	२५ २५९
कल - १								
२००८	२५ २५९							
19	2821	Second	Smt. Revati Ravindra Narvekar	P.D. Narvekar				
20	2822	Second	Smt. Laxmibai Raghunath Surve	(L.H.T. 3)				

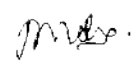
Sr. No.	R. No.	Floor	Name	Signature
21	2823	Second	Shri Jayram Ganpan Kamath	करल - १ २०२२ <i>[Signature]</i>
22	2824	Second	Shri. Eknath Ramchandra Sawant	<i>[Signature]</i>

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Sr. No.	R No.	Floor	Name	Signature
फॉर्म - १ २०२२ २२ २००				
			Shri. Mayur Jagdish Bhanushali	  <i>Mayur</i>
			Shri. Manish Jagdish Bhanushali	  <i>Manish</i>
			Shri. Jagdish Shivji Bhanushali	  <i>Jagdish S Bhanushali</i>



Sr No	R No.	Floor	Name	Signature
				करल - १ २३०८५००२५० २०२२
24	2826	Second	Smt Rupali Gajanan Kambali	रुपाली गजानन कंबळी  
25	2827	Third	Smt Jastina Mouns D'eunha	   

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