4.3.5 The Owners shall bear and pay all taxes, rates, levies and charges and other outgoings in respect of the Said Property till this date, from now onwards the Developers shall be liable to bear and pay all such outgoings.

4.4 The Owners hereby undertake to indemnify and keep the Developers indemnified against any defect on the title of the Said Property or any claim arising due to the conduct of the Owners.

4.5 The Owners shall be entitled to deal with or dispose of Owners Component or any portion thereof as per their free and unfettered discretion and shall also be entitled to receive and retain benefits and proceeds thereof.

4.6 The Owners are in possession of the original deeds and documents recited hereinabove to confirm their title of the said Property. The Owners have handed over copy of the said title documents to the Developers.

4.7 No other person save and except the Owners have any right, claim or demand in respect of the said Property or any part thereof. The Owners have not created any third party rights by way of sale, gift, mortgage, charge, lien, lease or any other adverse right or any other encumbrance whatsoever on the said Property or any part thereof. The Owners has not entered into any agreement or arrangement, oral or written with regard to the sale of the said Property or part thereof with any third party.

4.8 There is no injunction, prohibitory order, suit or proceedings including title suit, proceedings for insolvency, taxation, requisition or acquisition proceedings nor notice of lis-pendens nor attachment either before or after judgement, including under Section 281B of the Income-tax Act, 1961, is pending in respect of the said Property or any part thereof whereby the rights of the Owners are jeopardized.

4.9 The Owners have not obtained any loans from any other person/s, banks, financial institution or any other third party by creating a charge on the said Property or part thereof and/or against collateral security thereof and the Owners have not given any guarantee to any person/s

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The Seal of The Joint Sub Registrar Class-II Bhiwandi-3 Dist. Thane

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or banks, financial institution or any other third party whereby their right to develop and/or dispose of the said Property or any part thereof may be affected.

4.10 There are no easement rights created under any documents or by any covenant or by prescription in respect of and/or upon the said Property or any part thereof;

4.11 The Owners have not elsewhere utilized any FSI (or any other development potential) available on the said Property nor have they entered into any agreement or arrangement with any other person/s for sale or grant of FSI available on the said Property (or any other development potential).

CLAUSE 5

REPRESENTATIONS, WARRANTIES AND LIABILITIES OF THE DEVELOPERS:

5.1 It is hereby clarified and agreed that all decisions pertaining to implementation of the Proposed Project on the Said Property, including decisions pertaining to conceptualizing, planning, designing, development, engagement of Architects, RCC Consultants, Legal Advisors, Supervisors, Engineers and other Personnel as also decisions pertaining to marketing strategies and for promotion of the said Project shall be taken by the Developers keeping Owners informed in writing.

5.2 All agreements made by the Developers with the prospective purchasers of Saleable Premises to be constructed by the Developers on the Said Property and/or the purchaser/s of the proposed units in the project to be constructed on the Said Property shall be made by the Developers at its own cost, on its own account and at its own risk. The Developers shall be solely responsible as promoter for all liabilities and responsibilities under MOFA & RERA for the purpose of development and construction of the proposed residential/commercial Complex in the Said Property and the responsibility of the Owners shall be restricted to the title of the Owner with respect to the Said Property.

5.3 The Developers shall carry out and complete the said project within the prescribed time limit, at their own costs and expenses, by receiving all

the legal and valid permissions, sanctions, and orders from all the concerned authorities and bodies.

5.4 The Developers shall be responsible for payment of applicable taxes, charges and cess while carrying out development and construction in the Said Property.

5.5 The Name of the building shall be "**JOGANI PRIDE**" and the name of the society/ association/ limited company, if and when formed, shall start with the words "**JOGANI PRIDE**" and this name shall not be changed without the written permission of the Owners.

5.6 The Developers shall obtain all the required permissions/NOC from various authorities like BNCMC, MSEDCL, PWD, Irrigation department, Fire Departments and/or various departments under State or Central Government or from any other Government and Semi-Government Authorities as required for the said development work at their own cost and expenses.

5.7 On completion of the entire construction work, the Developers shall obtain Occupation Certificate and/or Building Completion Certificate in respect of the newly constructed Building/s including the Owners' Allocation and shall acquire house number/s from the Municipal Assessment Department out of his own cost & expenses;

5.8 The Developers shall, in the course of erection and completion of the buildings and/or structures, do all lawful acts and things required to be done and perform the works in conformity in all respects with the provisions of the statutes applicable thereto.

5.9 The Developers shall utilize the TDR of the reserved plot and/or property surrender for road widening of the Owners and shall compensate the Owners for the use of TDR. The Developers shall pay an amount of Rs. 300/- per sq.ft. of the TDR used by the Developer against the reserved plot and/or property surrender for road widening of the Owner.

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The Seal of The Joint Sub Registrar Class-II Bhiwandi-3 Dist. Thane

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The Seal of The Joint Sub Registrar Class-II, Bhiwandi-3 सह दुय्यम निबंधक वर्ग-२, भिवंडी-३
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CLAUSE 6

POSSESSION

The execution hereof, the Owners have handed over the symbolic possession of the said Property to the Developers and that the Owners shall hand over vacant and peaceful possession of the Said Property to the Developer within 60 days from the execution of the present Development agreement. The Owner shall extend all required support, at the cost of the Developer, for construction of barbed wire fencing or compound of any other nature.

CLAUSE 7

TERMINATION

7.1 It is hereby agreed between the parties that in the event of any defect on the title of the Said Property or in the event if the owners fail to hand over clear, peaceful and marketable title of the Said Property to the Developers then the Developers shall be entitled to terminate the present agreement.

7.2 In the event of failure on the part of the Developers to obtain the Commencement Certificate within the prescribed time, the Owners shall be liable to terminate the present agreement.

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CLAUSE 8

TRANSFER OF THE SAID PROPERTY:

8.1 The Developers shall be entitled to form and register a Co- operative Society/Condominium of all the purchasers of various premises in the newly constructed building and shall also admit/accept the Owners as members/shareholders of the same against premises in the proposed building held by them.

8.2 On completion of the entire project and on handing-over of the Owners' Allocation to the Owners complete in all respect and in habitable condition, the Owners shall at the request and demand of the Developers execute a proper Deed of Conveyance and all other necessary documents and papers to complete the title agreed to be

given in respect of the said Property and such Conveyance shall be in favour of the of a Co-operative Housing Society, Limited Company or condominium. The cost and expense of such transfer shall be borne proportionately by the purchasers of apartment in the proposed building/s.

CLAUSE 9

MISCELLANEOUS

9.1 Notices

9.1.1. Any notice to be given under this Agreement shall be deemed to have been duly given upon receipt when in writing and delivered in person and/or by Registered Post, addressed at the addresses given first hereinabove.

9.1.2. Any Party may change its address for the purpose of this Agreement by giving written notice to the other Party of such change in the manner hereinabove provided in which event the provisions hereof shall apply to such a new address *mutatis mutandis*.

9.2 Amendments

Any modification, amendment, or waiver of any provision of this Agreement shall be effective if, but only if, in writing and signed in person or by an authorized representative of each Party.

Except what is stated hereinabove, the Owners shall not be liable to pay any other charges, costs, expenses, fees, amounts, monies etc., under any heads whatsoever, in respect of the flats, offices, units, shops, garages, open & stilt parking spaces etc. that the Developers shall allot to the Owners as per the terms of this agreement.

9.3 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter herein supersedes and cancels any prior oral or written agreement, representation, understanding, arrangement, communication or expression of intent relating to the subject matter of this Agreement.

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9.4 Even after the termination of this Agreement, any provision of this Agreement that formed the basis of a valid claim by either party will remain in effect until the claim is settled.

9.5 The obligations under this Agreement will be binding upon and its benefits will inure to the benefits of the parties and their respective permitted assigns.

9.6 **Severability**

If any article, clause, section or paragraph, or part thereof, of this Agreement or any agreement or document appended hereto or made a part hereof is invalid and/or is ruled illegal by any court of competent jurisdiction, and/or is considered to be unenforceable under present or future Applicable Laws, then it is the intention of the Parties that the remainder of the Agreement, or any agreement or document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this Agreement to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the Agreement as will best preserve for the Parties the benefits and obligations under such provision.

9.7 **Waivers**

No failure by a Party to take any timely action with respect to a breach of this Agreement or with respect to a default by any other Party shall constitute a waiver of the former Party's right to enforce any provision of this Agreement or to take action with respect to such breach or default or any subsequent breach or default. Waiver by any Party of any breach or failure to comply with any provision of this Agreement by a Party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

9.8 **Relationship of the Parties**

The relationship between the parties hereto shall be that of independent Parties namely that of principal to principal and shall not be construed as principal and agent, joint venturers, partners or otherwise. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture or similar relationship between the Parties.

9.9 **Arbitration**

Any disputes and/or differences arising out of the said Agreement or from the interpretation of the terms and conditions, or non-compliance, the same shall be resolved mutually and amicably by both the parties. If it cannot be resolved mutually and amicably, the same shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any other relevant Arbitral law for the time being in force. The Arbitration shall be held in English language in the city of Bhiwandi or Mumbai.

CLAUSE 10

STAMP DUTY

10.1 **Stamp Duty**

The Developers has paid the entire amount of Stamp Duty and Registration Charges and fees.

IN WITNESS WHEREOF, the parties have set and subscribed their respective signatures to this writing on the day and the year first hereinabove mentioned.

SCHEDULE

of the said Property

All that piece and parcel of land bearing Survey No. 141 Hissa No.A/1 admeasuring 2180 Square Meters along with all the structures standing thereon lying, being and situate at Village Kamatghar, Taluka Bhiwandi, District Thane, within the limits of BNCMC and within the limits of the Sub-Registrar of Assurance at Bhiwandi and bounded as follows.

Towards North: Property bearing Survey No. 140

Towards South: DP road

Towards East: Property bearing Survey No. 141(P)

Towards West: Property bearing Survey No. 179

SIGNED & DELIVERED)

by the within named)

Within named **"OWNERS"**)

1. MR. YOGESH JAGDISHPRASAD JOGANI)

THROUGH HIS CONSTITUTED ATTORNEY)

MRS. SAVITADEVI JAGDISH PRASAD JOGANI)



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2. MR. VISHWANATH CHIRANJILAL JOGANI



3. MR. SURESHKUMAR CHIRANJILAL JOGANI



4. MR. ARUNKUMAR PURUSHOTTAM JOGANI



5. MR. KIRANDEVI ASHOK JOGANI

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SIGNED & DELIVERED)

by the within named "DEVELOPER")

M/s. BLISSFUL BUILDCON LLP,)

Represented through its Partners)

(1) MR. SHAHNAWAZ FAROOQUE AHMED MOMIN)



(2)MR. BHAGWAN NAMPELLY KODAM,)



(3) MR. DHANARAM JASAJI CHOUHAN,)



(4) MR. IKRAMUDDIN AMIR SHAIKH,)



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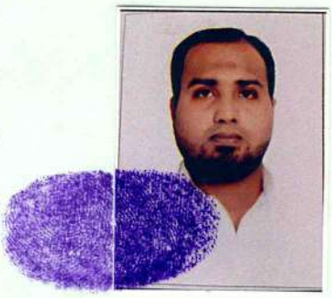
(5) MR. ADIL NASIR HUSSAIN MOMIN)





(6) MR. VIMAL BHOORMAL JAIN)

(7) MR. SAAD MUJAHID AHMED MOMIN)



Witness

1 _____

2 _____ SHRICHAND SINGH