ठाणे - २
दस्त क्रमांक ३२८१/२०२३

especially with regards to UDCR 2020, the benefits arising therefrom by virtue of which if additional F.S.I. is made available such benefits shall belong to the Developer only till issuance of Occupation Certificate.

(r) to provide constructed areas of Flats/Shops as agreed herein to the Society and its Members as understood with the society and its members within the agreed stipulated period;

(s) to sell the remaining surplus constructed premises along with allotment of car parking spaces to third parties and to receive consideration thereof for themselves towards reimbursement of cost incurred by them and their profits and offer possession to the said purchasers after completion redevelopment and

(t) to do all other acts and deeds required incidental or consequential thereto for the complete and proper re-development of the said land.

(u) The Developers shall be entitled to store building materials at the site and for the storage and shall be entitled to put up temporary structures at site office and also premises for workers to stay there on site during the period of construction.

48. It is further agreed that :-

a) The Developer shall construct, and give to the Society free of cost staircase, passages, lift, servant's toilet, Society's office, etc., (hereinafter called incidental premises) and the premium, (if any) required to be paid shall be paid by the Developer. The Members and new Flats/Shops acquirers shall be entitled to the benefits of such incidental premises and common areas and facilities though the same.

b) The Developer will try to give a minimum internal height to the extent of ***9.3 feet to 9.5 feet*** subject to Mira-Bhayander Municipal Corporation

THE SEAL OF THE SUB REGISTRAR THANE - 2

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 2440/2012 DT.15/09/2012 DIST-THANE

ठ न न - २
दस्त क्रमांक ७२८० /२०२३

approval in all the Flats and about **14 feet height** for the shops along with **one water connection** inlet and outlet.

c) The developer shall not enter in into an agreement to raise/construct a mobile tower or advertising hoardings of any nature and shall not form an agreement with any such service providers and strictly comply with same.

d) The Developer, in any circumstances shall not sell or allot the common areas, lift area, refuge floor or any common area (except parking) to any proposed flat/purchaser as the same shall belong to the Society and all existing Members and proposed new Purchasers shall be entitled to use the same and the benefit thereof.

49. The Developers shall adhere to the following terms regarding registration of project with MahaRERA & compliances under RERA Act, 2016 :

a. Subject to provisions of this Agreement, the New Building shall be registered as separate project with the Maharashtra Real Estate Regulatory Authority ("Authority") as a "Real Estate Project" by the Developer with the Authority under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as "RERA"), read with the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rate of Interest and Disclosures on Website) Rules, 2017 and any amendment thereto ("RERA Rules").

b. The parties further agree that if there are any contradiction between the provisions of this Agreement and provisions of RERA, the mandatory provisions of the said Act will prevail. The parties agree that they will comply with the relevant provisions of RERA.

c. It is hereby agreed and understood that for the purposes of the RERA and the Rules made thereunder as well as all other applicable laws, if

THE SEAL OF THE SUB REGISTRAR ठाणे - २ THANE - 2

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 24404/2012 DT.15/08/2012

ठाणे - २
दस्त क्रमांक ७२९० /२०२३
५० /१९८

the Society is deemed to be a co-promoter in its capacity as land owner, the Society and/or its Managing Committee and/or its members shall not be responsible or liable for any act, deed, matter or thing thereunder, and the Developers hereby indemnify and keep indemnified the Society, its members and its Managing Committee from and against all claims, dues, fees, penalties, prosecutions, proceedings, costs, expenses, liabilities etc. arising on account of or in relation thereto.

d. In case the Society is added as a co-promoter while registering the project with MahaRERA, then in such event, the Society shall be considered as a separate entity in case of any of the Existing Members have any grievance or dispute of any nature pursuant to the project. For the purposes of the Section 7, 11, 12, 13, 14, 18, 19, 31, 35, 36, 37, 38, 39, 40, 71 of RERA Act, 2016 and relevant Rules to decide Complaint/s filed by any Existing Members for resolution of dispute related to the project, the consideration receivable by the Developers shall be deemed to be the ready reckoner value per square meters of the said land multiplied by carpet area of the new flat allotted to such Existing Member. However, the compensation payable by the Developers u/s 18 (1) of RERA Act, 2016 for the delay in completion of the project shall be same and equivalent to the compensation for the temporary accommodation payable by the Developers to such Existing Member at relevant time and the Existing Member shall not be entitled to ask for any additional compensation u/s 18 (1) for delay in completion of the project.

e. However, in the event of any dispute or complaint by any of the prospective buyers of the Developers' Premises then the Society and its Existing Members shall be considered as one combined entity.

f. In case of default of the Developers related to any loan obtained from any Financial Institute, such Bank or Financial Institute shall be entitled to exercise its rights without prejudicing rights of the Society and its Members in any manner whatsoever.

THE SEAL OF THE SUB-REGISTRAR ... THANE

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 24404/2012 DT.15/09/2012 DIST-THANE

ठाणे - २
दस्त क्रमांक ७२८० /२०२३
५७/७८८

g. Similarly, in case of the Prospective Buyers and/or their association or group shall not be entitled to apply for transfer of the real estate project to third party or takeover of the real estate project. However, they shall be entitled to approach the Society to enforce step-in right as per provided in this Agreement after getting prior written consent of the Members of the Society and without prejudicing rights of the Society and its Members in any manner whatsoever.

h. For the said purposes, the Developers shall make specific disclosure in the Proforma Flat Sale Agreement as well as file specific declaration as per the draft prepared by the Advocate of the Society, while registering the real estate project with MahaRERA. The Developers shall also furnish to the Society, well in advance, the draft/copies of all documents to be uploaded by the Developers on project webpage on website of MahaRERA for verification by Advocate, PMC and Chartered Accountant of the Society and shall incorporate such changes as required Advocate, PMC and Chartered Accountant of the Society if the same are require to protect interest of the Society and/or its Members.

i. The Developers shall make separate and full disclosure of certain specific terms affecting/restricting their rights while registering the project with MahaRERA as if the same is considered as 'disclosure' for 'public view' as per provisions of MahaRERA Rules.

50. The Developers agree with the Society that they shall on completion of the building and after procuring full occupation certificate issued by Mira-Bhayander Municipal Corporation offer possession of the flat to the present members of the Society. The Developers shall address letters to the existing members of the Society calling upon them to take possession of the new Flats/Shops within 30 days from the date of such letter. The Society agrees that after receiving letters to take possession of the Flats/Shops to the present members as above, the Developers will be at liberty to offer possession of the flat to the prospective flat premises purchasers of the area belonging to the share of the

SEAL OF THE SUB-REGISTRAR THANE - 2

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 24404/2012 DT 15/09/2012

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दस्त क्रमांक ७२६८० /२०२३
Developers
५२/१९८८

51. The Developers, in consideration hereof, shall after issuance of Commencement Certificate by the Municipal Corporation and after completion of plinth, be entitled to sell/allot on ownership basis, to the prospective purchasers, the premises other than premises agreed to be retained and allotted to the Society and its existing Members, in the building to be newly constructed by the Developers on the said land and without in any manner affecting the Society's/Members Flats/Shops/tenements as provided herein and for that purpose to enter into in their own name, agreements or letters of allotment or such other writings or documents for sale of residential premises in the said land and to receive and retain with the Developers all the moneys/ consideration receivable from the prospective Purchasers/allottees by the Developers and to appropriate the same to themselves.

52. The Society hereby agrees to allow the Developers to apply for and procure Part Occupation Certificate for the commercial premises and also allow the Developers to sell the said premises to their prospective purchasers and enter into valid Agreements and receive consideration for the said sale so intended by the Developers.

53. It is agreed between the parties hereto that upon execution of this Development Agreement, the Society shall allow the Developers, their agents, workmen, Surveyors and technical personnel to enter upon the said land with a license for conducting survey, measurement, taking technical knowhow etc.

54. Such acts of the Developers shall be on principal-to-principal basis and not as an agent of the Society.

55. The Agreements for sale of flat in favour of the Intending Purchaser shall be strictly in accordance with the provisions of MOFA and Real Estate (Regulation and Development) Act, 2016 as far as the same may

THE SEAL OF THE SUB-REGISTRAR ठाणे - ३ THANE - 2

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 24404/2012 DT.15/09/2012 DIST-THANE

ठाणे - २
दस्त क्रमांक 9250/२०२२
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be applicable.

56. The Society/Members shall not be in any manner liable or responsible to any such person/s. The Developers 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 its costs, charges and expenses as may be made by any person whatever including by persons purchasing such premises from the Developers against the Society due to any breach on the part of the Developers in carrying out the said development.

57. The Developers alone shall be responsible for any breaches of the Agreements executed in respect of the Developers Premises and the Society shall not be responsible for the same in any manner whatsoever. The Developers hereby agree and undertake to indemnify and keep indemnified and harmless the Society from all claims that may be brought forward by any Prospective Buyer/s of the Developers Premises. The Developers alone shall be responsible to contest any litigation pertaining to Developers Premises and/or subject matter of the said litigation is related to the Developers Premises, without adversely affecting rights of the Society and its Members.

58. The Intending Purchasers of Flats/Shops shall be entitled to raise housing loan/loans from Banks/Financial Institutions or any Private Finance on the Security of the saleable premises of the new building which is to be constructed on the said land. However, the Developers shall in no way mortgage or pledge the society's property in order to raise finance or loan.

59. The Developers are not entitled and liberty to obtain any loan/Project finance from either any Institutions/Banks and/or Private Finance on the security of the Existing Members New Flats/Shops by mortgage and/or creating any kind of charge, lien, encumbrances on the entitlement area of existing members of the Society. The Developers are,

THE SEAL OF THE SUB REGISTRAR ठाणे - २ THANE - 2

SHREE MANSADEVI CO-OP.HSG.SOCIETY LTD. TNA(TNA) HSG(TC) 24404/2012 DT.15/08/2012 DIST-THANE

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टनन - २

दस्त क्रमांक १२८८०/२०२३

however entitled and liberty to raise loan/Project finance on the security of the Free Sale Flats/Shops which are not earmarked for any of the existing Members, provided however, that the Society and/or its Members shall not be liable or responsible in any manner for repayment of such loan.

60. The Intending Purchasers shall then be respectively responsible for the repayment of the loan and without affecting or jeopardizing any rights of the Society in respect of the said land and/or construction thereon.

61. The Developers shall not transfer the development rights to any third party. And they themselves shall execute the entire redevelopment project. It is hereby agreed between the parties hereto, that the right hereby granted to develop the said land will be personal to the Developers and under no circumstances the Developer shall assign their right, title, interest or benefit under this Agreement and under the individual agreement to be entered into between Developers and Existing Members to any other person/s or organization nor by changing his own present constitution or by entering with partnership with any other person or firm or organization.

62. It is further agreed and declared that :-

a. It will be responsibility of the Developers that, the prospective purchasers and new buyers of the Flats/Shops/premises in the newly constructed building shall comply with the terms and conditions as contained in this Agreement.

b. In respect of non-sold area of the developer, Developer shall not be liable to Pay any maintenance charges as per all the members till those premises are sold and the new member applies for the membership of the society for the period of 3 years from the date of occupation certificate.

THE SEAL OF THE SUB-REGISTRAR ... THANE - 2

SHREE MAHADEVI CO-OP.HSG.SOCIETY LTD. TNA(TNA) HSG(TC) 24404/2012 DT.15/09/2012 DIST-THANE

टनन - २
दस्त क्रमांक ७२८० /२०२३

c. Notwithstanding with anything in this Agreement it is clearly agreed between the parties that since the present Re-development is only possible due to the amalgamation / merger of the land therefore it is mutually agreed that the present society shall merge and admit with the new society formed alongwith the prospective purchasers as the members of the new society on receiving intimation from the developer Subject to the receipt of the share money and membership fees. It is agreed that on the Developers nominating the prospective purchasers of free sale Flats/Shops in the new building of the new Society by submitting membership application together with payment of entrance free, share money amount, the new Society shall within 3 months (subject to the provision in the byelaws of the society) issue share certificate in favor of such Purchaser and existing members herein, who shall be then recognized as members of the New Society. Such members will use the premises only for the purpose it is shown in the plans approved by Mira-Bhayander Municipal Corporation However, the Members shall entitle to pay the maintenance including all statutory taxes to the new Society as decided by new Society, of their respective Flats/Shops from the day of the possession of the Flats/Shops by prospective Purchasers and/or the existing members herein. If the Developer has collected advance maintenance from the prospective Purchasers, then Developer and/or Purchasers shall mutually settle between them for the payment of such maintenance and in no case new Society shall responsible for any kind of dispute or litigation for the same. The new Society shall not recognize any purchaser as its member unless such person has been nominated by the Developers in writing or pay the regular maintenance to new Society as decided by the new Society. The new Society and the existing members undertake that they shall not correspond directly with the free sale flat purchasers/proposed members and the share certificate and other relevant documents shall be handed over by the new Society to the

SEAL OF THE SUB-REGISTRAR THANE - 2

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 24404/2012 DT.15/09/2012 DIST-THANE

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दस्त क्रमांक ७२८० /२०२३

Purchasers of free sale Flats/Shops and existing members through the Developers only.

d. The Developers shall not put any third party or prospective purchasers into possession of their share of newly constructed area Flats / Shops until and unless they shall have first complied with the following namely; Offering to the society and its members first and simultaneously to the sale component the physical possession of the newly constructed premises duly completed in all respects;

e. The Society gives irrevocable consent to the allotment of the Flats / shops and parking in the new project on the larger layout.

63. The Developers on the completion of the building on the said land and after receipt of the full and final Occupation Certificate in respect of the entire portion to be allotted to the present members of the Society and after handing over letter to take possession of the premises retained by the society for its members shall be entitled to handover other premises to the respective Purchasers.

64. The new Society shall admit as Members/Shareholders all persons who shall purchase from the Developers the constructed premises in the new building to be constructed on the said land.

65. The new Society shall be entitled to charge Rs.100/- as admission fee and Rs.500/- as share money. Upon receipt of the said money and the application for membership from the Purchasers, the new Society shall admit the said Purchasers as its Members in its immediately conducted Meeting and issue the relevant Share Certificates to the said Purchasers as per the provisions of MCS Act, 1960.

66. The intending purchasers shall be admitted by the new Society as its members and shareholders only after the Developers submit the copy of the Agreement for sale and the Allotment Letter for Car Parking Space executed by them with such purchaser and existing members PAAA

THE SEAL OF THE SUB-REGISTRAR THANE

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TAL(TNA) HSG(TC) 24404/2012 DT.15/09/2012 DIST-THANE

ठ न न - २
दस्त क्रमांक ३२८०/२०२३
५५/१९८८

duly registered along with the Application for membership of the new society and after payment of the application money, share money etc. as may be applicable as per the MCS Act or Rules or the Bye- Laws of the society. The allotment of the said car parking spaces to the prospective purchasers shall be deemed to have been confirmed by the new society upon submission of the same to them and the said allotment shall be passed on to the prospective incoming member in case of the sale of the said Flat in the future. However, in case of unsold Flats/Shops the liability of the Developers shall continue in all respects and monetary obligations and liabilities till those residential premises is sold and upon the new member applies for the membership of the new society. That if the Developers prefer to retain certain premises for them then they shall, after 36 months, become the members of the new society. In such case, when the Developers sell the said premises in the future then it will not be considered as a first sale and the new society shall levy Transfer Charges to the Developers.

67. The Developers shall cause all such intending purchasers and existing members to sign, execute and submit all necessary forms, applications, undertakings along with photo true copy of registered documents/ agreement and payment of share money, application fees as may be lawfully claimed and demanded by the new Society and not otherwise.

68. It is agreed and understood that the Developers shall collect membership fees and share money from the Intending Purchasers of premises and it will hand over to the new Society.

69. It is categorically agreed between the parties hereto that, on duly putting the members in possession of the proposed new Flats/Shops, the Builder/Developers shall also handover the management of the new Society and possession of the said land to the new society, subject to the completion of the redevelopment process it being expressly agreed and understood that irrespective of the fact whether the Developers

THE SEAL OF THE SUB-REGISTRAR
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THANE-2

SHREE MAHALAXMI DEVI CO-OP.HSG.SOC.LTD.
TNA(TNA)
HSG(TC)
2440/2012
DT 15/09/2012

ठाणे - २
दस्त क्रमांक 9260 /२०१२
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have sold/allotted the premises available for allotment under these presents as above, after receipt of full and final Occupation Certificate for Intending Purchasers have accepted possession of their Flats/Shops or not. The new Society and its members shall not be held liable for payment of any such and in respect of other Flats/Shops/premises not retained by them and for the same, only the Developers and/or such allottee or new purchaser shall be liable for the same.

70. The Developers hereby agree and undertake that subject to what is contemplated elsewhere under these presents, on allotment of premises to the Intending Purchasers in respect of the area not retained by the new Society/its members, the Developers shall after execution of agreement with such Intending Purchasers, forward to the new Society photocopy of such agreement with all other necessary particulars so as to get the new Society informed about such transaction.

71. The Developers, except the Flats/Shops to be allotted to the members in the proposed building/s, are entitled to sell/allot the Flats/Shops /unit/premises on ownership basis or otherwise at the price they shall deem fit and proper and the said Developers shall be entitled to execute agreement for sale with such flat premises purchasers and allot car parking spaces and the Developers shall be entitled to call for and receive part and/or total price of the same belonging to the Developers alone from the prospective flat/unit/premises purchasers without requiring any consent from the said Society and/or the members of the society or any one claiming through them. That it is agreed by the society and the members that after the allotment of the Flats/Shops mutually for the existing members is finalized at the planning stage and/ or before the signing of this Agreement, they shall not approach the Developers for change of the allotted flat once so allotted to them. The said allotment made at the appropriate stage shall remain concrete till the end. That the Developers shall not entertain swapping and sharing of area of the new Flats/Shops in parts.

THE SEAL OF THE SUB-REGISTRAR OF ASSURANCES THANE-2

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 2440/2012 DT. 15/09/2012 DIST. THANE

टनन - २
दस्त क्रमांक ९५८० /२०२३
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72. It is mandatory upon the said new Society and the existing members to become members of the said new Society upon the Developers submitting the copies of the respective Agreements for Sale, admission documents, admission fees and share money to the new society, without calling upon such existing member to contribute any amount towards premium, transfer fees and/or donation and the said new Society shall be under obligation to issue share certificate to such members without raising any excuses for the same. However, the Developers shall ensure that such prospective purchasers will pay the admission fee, share subscription, proportionate contribution to the sinking fund and building fund if any, as may be payable by them to the new society or developer and whereas the said existing society shall calculated on pro- rata basis as to the amount of such Sinking Fund or building fund lying currently with the existing society, which was contributed by the existing members in the past to divide among themselves on dissolution of the existing society upon formation of new society or transfer the said funds to new society after possession of the Flats and further to transfer the land in favor of new society as per the rules, regulations and bye-laws of the Society act. The new Society shall admit all those members whose names are forwarded to the new society by the Developers along with the photocopies of the agreement executed and registered. That after receipt of the same it shall be the sole responsibility of the new Society and its Committee members to deal with them as per the MCS Act and the Bye- laws of the society.

73. The new Society and/or its Existing Members shall not be liable and responsible to any purchaser or any third party or any contractor for any acts of commission and omission of the Developers.

74. The Developers shall alone be responsible for the liability of E.S.I.C., P.P.F., Workmen Compensation Act and all other statutory and labour welfare liabilities and indemnify and keep indemnified the said Society

THE SEAL OF THE SUB-REGISTRAR

MANSADEVI CO-OP.HSG.SOCIETY LTD. TNA(TNA) HSG(TC) 24404/2012 DT.15/09/2012

ठाणे - २
दस्त क्रमांक ९२८० /२०२३
८० / ९८८

and the members against any claims that might arise thereunder. The payment towards all statutory claims by any party while the building is under construction will be borne by the Developers in so far as they relate to the construction activity of the building and not otherwise.

75. The Developers shall obtain at its own costs and expenses, the third party insurance and all such requisite insurance policies before commencing construction activity so as to indemnify any losses, vicarious liability, damages or injury suffered by the workers, servants, or any other persons carrying out any works at site of development. The Developers shall provide copies and receipts of premiums of such policies to the society.

76. Upon grant of license to enter upon the property, the Developers shall be bound and liable to bear, pay and discharge all the expenses, tax, charges including N.A. tax, LUC charges, security fees, premium, penalty, electricity charges, water charges in addition to the other cost, charges and expenses payable to them under these presents, the Society shall not be held liable or responsible for the same. It is hereby clarified that the Society shall not be handing over possession of the said land to the Developers. The Society shall not be bound, liable or required to transfer its leased hold right, title and interest in the said land to the Developers or their nominees or anyone else and no such transfer is contemplated herein.

77. In the event that any term, condition or provision of this agreement is held to be a violation of any law, statute or regulation the same shall be deemed to be deleted from this agreement and shall be of no force and effect and this agreement shall remain in full force and effect if such term, condition or provision had not originally be contain in this agreement. Notwithstanding the above in the event of any such deletion, the parties shall negotiate in good faith in order to agree the terms of mutually acceptable and satisfactory alternative provision in place of

THE SEAL OF THE SUB-REGISTRAR THANE-2

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 24404/2012 DT.15/09/2012 DIST.THANE

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the provision so deleted. That rest of the conditions shall be as it is and shall remain in force.

78. This Entire agreement together with all documents executed contemporaneously with it or referred to on it, constitute the entire agreement between the parties.

79. The Developers may raise finance for the construction of the building project on the said land and the Developers shall be entitled to enter into such suitable agreements with any third party only to the extent of their flats and shops on their own so as to enable the Developers to speedily complete the construction of the building. It is also agreed that the society at no time shall be responsible or liable for such loans and liabilities. The Developer shall not be entitled to mortgage or create any charge over the said land belonging to the said society and the Flats/Shops/ meant to be granted to the existing members which are the part and parcel thereof the said land. The Developers may create charge / security only in respect of the premises as may belong to them as saleable flats in the new building upon redevelopment under this Agreement.

80. It is agreed between the parties hereto that any refundable deposit which the Society shall have to pay to Mira-Bhayander Municipal Corporation or any concerned authorities in relation to the development of the said land whether in the name of the Developers or in the name of the Society, the Society alone shall be entitled to get the refund of such deposit directly from the concerned authorities and in order to enable the Developers to obtain the same and that the society shall refund the said amount to the Developers within seven days from the date of receipt of the amount by them. The Society shall sign all the writings, applications etc. as may be required by the Developers. In the event any of such deposit is refundable directly to the Developers by such authorities, the Developers shall reimburse the same to the

THE SEAL OF THE SUB-REGISTRAR

SHREE MANSADEVI CO-OP.HSG.

TNA(TNA) HSG(TC) 24404/2012 DT.15/09/2012

ठाणे - २

दस्त क्रमांक ७२८८/२०२३

Society, only if the same has been paid by the Society.

81. The Society and their members have declared and represented to the Developers that their balance sheet is duly audited and that the Society is not indebted to pay any dues statutory or otherwise to any Govt., agency and/or Mira-Bhayander Municipal Corporation and/or Collector and/or any person. The Society and their members undertake that the Society would continue to pay without any delay and default property tax and other outstanding to Mira-Bhayander Municipal Corporation, Collector and/or State Govt. any arrears unpaid by the society so demanded during the construction period till the time of vacating of the flats/ shops and shall not call upon the Developers to pay the same.

82. It is hereby agreed by the society and its members that all installation charges and expenses affiliated to Mahanagar Gas limited pipe lines upto building premises on ground level, etc. shall be borne by the Developers only and that they shall in no way make the society liable to pay the same.

83. It is also agreed by the parties hereto that in case there is any leakage or defects in the construction in the new building / premises the same shall be notified and rectified as per the conditions, respective stipulated periods and provisions mentioned in the RERA Act. The defect liability period for common terrace shall be five years Provided that the Society and/or the members have not carried out any renovation, repairs and have not constructed anything on the slab of the Terrace except for placing antennas, cables on the Terrace. That the society and its members also agree that the Developers shall only be entitled and liable to rectify such defect notified to them within the stipulated period under RERA Act to be counted from the date of grant of intimation to take possession of the new Flats/Shops to the society/ members and the Developers shall at their own cost and expenses rectify such defects or deficiencies notified to the Developers within a

THE SEAL OF THE SUB-REGISTRAR THANE - 2

SHREE MANSADEVI CO-OP HSG SOC LTD. CST-THANE TNA(TNA) HSG(TC) 2440/2012 DT 13/8/2012

टनव - २
दस्त क्रमांक ७२८०/२०२३

span of the above said stipulated period. That the society and its members unconditionally agree that after the expiry of the above stipulated period the members shall not be entitled to raise any dispute or objection as to the work of construction and/or rectification of leakages. That it is hereby agreed by the members of the society herein that if any defect, damage and leakage occurs for the reasons attributed to them and/ or their acts, by way of any additions and/or alterations in any Flats/Shops (internal as well as external) and terrace (internal as well as external), façade and outer structure of their flat and/ or the entire building in any manner and of whatsoever nature even within the abovementioned stipulated time then the Developers shall not be liable to rectify the defects at their costs and that such costs and expenses incurred for rectification of the defects shall be the sole responsibility and borne by the member/s in their individual capacity. That any other Act or statute is introduced or made applicable replacing the present Act/s then the said new act/s and the provisions and rules shall prevail and supersede the provisions of the existing acts and statute.

84. The Developers shall comply with all rules, regulations, terms and conditions of the approvals/sanctions etc. related to development and construction of the Proposed Building on the said land and in case of any delay, shortfall, breach, violation, illegality, irregularity etc. the Developers alone shall be held liable and responsible to comply with all requisitions of the authorities in this regard including towards regularization if any To cause the concerned contractors/agencies to comply with all rules and regulations related to labour including safety, health, insurance, welfare, etc. without holding the Society responsible or liable in any manner.

85. The Developers shall make payment of bills submitted by the consultants, contractors, agencies, suppliers for services and materials provided/supplied by them.

THE HEAD OF THE SUB-REGISTRAR THANE - 2

SADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 2404/2012 DT.15/09/2012 C-3T-THANE

ठाणे - २
दस्त क्रमांक 9260 /2023

86. On completion of the entire project and sale of all the Developers' Premises, the Developers shall hand over to the Society all original documents pertaining to the said Society Building as may have been obtained by the Developers and/or their Architects from the Municipality and other concerned authorities which include but are not limited to sanctioned plans, Commencement Certificate, Occupation Certificate, Fire Fighting permissions and drawings, requisite permissions for the elevators, water and electric supply, etc. However as and when the Developers receive the abovementioned documents from the various authorities from time to time during the period of redevelopment of the Society's property, the Developers shall hand over to the Society copies of the said documents duly certified by the Developers' Architects.

87. Copies of all important correspondence / communications received and /or addressed by the Developers to Mira-Bhayander Municipal Corporation and other Authorities shall be marked / forwarded by the Developers to the Society for its records.

88. The Developers, its partners and/or shareholders agree and undertake that they or any of them shall not take any step or do any act, deed or thing and/or omit to do any act, deed or thing and/or make any default in discharge of any financial obligation which has consequence of Developers, its Directors and/or shareholders becoming bankrupt or insolvent or to pass a resolution for voluntary winding-up or be ordered to be wound-up by the competent Court/Tribunal and the Developers agree and undertake to furnish quarterly certificate from independent auditor to that effect at their cost, charges and expenses. The Developers hereby specifically agree and undertake that the said land and/or any part thereof, the Proposed Building and/or the Flats/Shops constructed therein for the members as Permanent Alternative Accommodation shall not be treated as property of the Developers, Notwithstanding the statutes related to bankruptcy or any rule of law or

THE SEAL OF THE SUB-REGISTRAR ठाणे - २ THANE - 2

SHREE MAHASADEVI CO-OP.HSG.SOCI.LTD. TNA(TNA) HSG(TC) 24404/2012 DT.16/09/2012 DIST-THANE

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दस्त क्रमांक ९२८० /२०२३

equity to the contrary and/or the Society and/or its Members receiving consideration from the Developers or any person or persons, if the Developers shall become bankrupt or insolvent or shall pass a resolution for voluntary winding-up or shall be ordered to be wound-up by an order of the competent Court/Tribunal, or shall enter into any arrangement scheme including rehabilitation scheme approved by any Bank/financial institutions etc., compromise with its creditor or creditors, the Developers and/or their creditors, Bank/financial institutions etc., so as to discharge obligations or liability of the Developers including as Personal Guarantors, shall not be entitled to include the said land and/or any part thereof; the Member's Permanent Alternative Accommodation agreement and the proportionate receivables from sale proceeds sufficient enough to discharge the obligations of the Developers under this Agreement and to complete the New Building.

89. In the event of the death of any of the members of the Society during the course of re-development, the heirs/legal representatives of the deceased member shall be entitled to all the rights and benefits of this agreement as also of the agreements executed pursuant thereto in respect of the premises of the said member. The Developers shall accept the heirs/ the legal representatives as accepted by the Society and as informed by the Society in writing to the Developers without raising any objection or dispute in respect thereof. The Developers shall not be held responsible for any kind of legal dispute amongst legal heirs.

90. The parties shall fully disclose to each other, promptly upon its occurrence, any change in facts, assumptions, or circumstances of which either party becomes aware which may affect the representations and warranties set forth herein or the redevelopment work or rights of the parties and/or as per provisions of the RERA Act & Rules.

91. The Developers shall be liable for all defects in construction for a period

THE SEAL OF THE SUB-REGISTRAR THANE - 2

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 24404/2012 DT.15/09/2012

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दस्त क्रमांक ९२८० /२०१३

of five years from the date of obtaining occupation certificate for the Proposed Building. Provided that no illegal additions or alteration made by the owners or any negligence on their apart.

92. The name of the new building will be "Arhiant Tower"

93. Nothing herein contained shall constitute a partnership or any joint venture relationship between the parties hereto, nor shall the developer in any manner incur or create any obligations on behalf of the Society.

94. The Society and the Developer shall comply with all requirements of law as are applicable to this transition and Society hereby agrees and undertakes to ensure that the Society and all members will do and execute all further and reasonable acts, deeds, matters and things as may be required by each party to effectively implement the terms and conditions set out herein.

95. The society and the Developer shall admit that all the correspondence of letters, notice or other documents if any during the Re-development process shall be at following address of the parties.

(a) **Society : SHREE MANSA DEVI CO-OPERATIVE HOUSING SOCIETY LIMITED**

(b) Developer : M/S. Arihant Realty

96. The Society and the Developers are assessed under Income Tax under following PAN No.:

(a) Society : **ABVAS6742C**

(b) Developers : **ABZFA4016E**

97. In the event of any dispute or difference of any nature whatsoever arising between the Developers and the Society touching the provisions

THE SEAL OF THE SUB-REGISTRAR ... THANE-2

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 24404/2012 DT.15/09/2012 DIST-THANE

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दस्त क्रमांक ७२८० /२०२३

of the Re-Development Agreement and or its interpretations or ~~the~~ construction, the same shall be settled by mutual discussions and in case it cannot be so settled, the same shall be referred to one arbitrator agreeable to both parties and if no such consensus could be reached, then the same shall be referred to arbitration in terms and under the provisions of the Arbitration and Conciliation Act 1996 or its amendments in law for time being in force. The cost of Arbitration shall be borne by respective parties till award which will be binding on all the parties.

98. The Developer herein have to bear and pay the professional charges of their respective Advocates/Solicitors and any other consultant feasible for this project.

99. The Stamp Duty and Registration charges in respect of this Re-Development Agreement and the Individual Agreements shall be borne and paid by the Members alone.

100. The Developer agrees that they shall not transfer the Re-Development rights granted by the society to any other person / party without the approval of the society.

101. The Developers shall register the project with MAHARERA and shall abide by the provisions and conditions of the said Act during the said project.

102. That the society agrees that the Trademark and logo of the Developer's shall be reflected at the conspicuous places of the new building/ property.

103. This Development Agreement shall be subject to the jurisdiction of the competent Court at Thane only.

THE SEAL OF THE SUB-REGISTRAR THANE - 2

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 24404/2012 DT.15/09/20 DIST-THANE

V.J. Padaliya

R.M. Nigam

ठाणे - २
दस्त क्रमांक 9200 /२०२३

THE SCHEDULE ABOVE REFERRED TO

ALL THAT land aggregately admeasuring 370 Sq. Meters, forming portion of all those pieces or parcels of N.A. Lands bearing Old Survey No. 229, New Survey No. 22, Hissa No. 5, admeasuring 100 Sq. meters out of total land area of 480 Sq. meters and Old Survey No. 229, New Survey No. 22, Hissa No. 6, admeasuring 270 Sq. meters out of total land area of 680 Sq. meters, situated and lying at Village- Navghar, Taluka & District- Thane, within the limits of Mira Bhayandar Municipal Corporation, located at Opp. Ram Anant Indralok Phase-IV, Bhayandar (East), Thane- 401105, together with building standing thereon Ground + two upper floors, known as Shree Mansa Devi Co-Operative Housing Society Ltd., comprising of all those 16 residential flats and 11 shops situated in the building. The said land is bounded by and large as follows:-

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

SIGNED SEALED AND DELIVERED)
By the withinnamed "THE SOCIETY")
SHREE MANSA DEVI CO-OPERATIVE)
HOUSING SOCIETY LIMITED)
pursuant to the Resolution passed in the meeting)
held on 10/01/2023 in the abovesaid society)
Common Seal of the Society affixed hereunto)
In the presence of

SHREE MANSADEVI CO-OP.HSG.SOC.LTD. TNA(TNA) HSG(TC) 24404/2012 DT.15/09/2012 DIST-THANE

For SHREE MANSA DEVI CHS LTD.

a) Mr. Om Prakash Pal) OmPal

Chairman Secretary Treasurer

(Chairman)

THE SEAL OF THE SUB-REGISTRAR ... THANE-2



For SHREE MANSA DEVI CHS LTD.

b) Mr. Shyam Durga Prasad Shukla) Rakash

Chairman Secretary Treasurer

(Secretary)



ठाणे - २
दस्त क्रमांक ९२८० /२०२३
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For SHREE MANSA DEVI CHS LTD.

c) Ashwin Dineshchandra Maniar)

(Treasurer)

Chairman Secretary Treasurer



In the presence of

1.

2. सोयब अहमद

SIGNED SEALED AND DELIVERED)

By the withinnamed "THE DEVELOPERS")

M/S. ARHIANT REALTY)

through its Partners)

1) Mr. Viren Rajkumar Mutha)

THE SEAL OF THE SUB-REGISTRAR
दुय्यम निबंधक, ठाणे - २ यांची मुद्रा
ठाणे - २
THANE - 2



2) Mr. Sumit Bhupendrakumar Mutha)



3) **Ms. Nidhi Dilip Kataria**)

In the presence of

1.

2. सोयब अहमद

Nidhi



ठाणे - २

दस्त क्रमांक 9250/२०२१

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SIGNED, SEALED AND DELIVERED)

By the withinnamed "THE MEMBERS")

1) ~~DEEPAK~~ KISHANLAL JAIN)

Flat No. 101)



2) DEEPAK KISHANLAL JAIN)

Flat No. 102)



3) DEEPAK KISHANLAL JAIN)

Flat No. 103



4) DEEPAK KISHANLAL JAIN)

Flat No. 104



THE SEAL OF THE SUB-REGISTRAR दुय्यम निबंधक, ठाणे-२ ठाणे - २ THANE - 2

5) MANOJ TAHSILDAR CHAUHAN) मनोज चौहान



टनन - २
दस्त क्रमांक १२६८० /२०२३
७१/ १००

5a) SAMIRA MANOJ CHAUHAN)
Flat No. 105

समीरा



6) OMPRAKASH RAMKISHOR PAL)
Flat No. 106



OmPal

7) MANOJ OMPRAKASH GUPTA)
Flat No. 107



THE SEAL OF THE SUB-REGISTRAR
मुख्य दिवाणक, ठाणे-२ यांची मुद्रा
ठाणे - २
THANE - 2

8) BISWAJIT NILMANI MALLICK)
Flat No. 108

Biswajit Mallick





Veena Vij

9a) VEENA BHUSHAN VIJ)

ठाणे - २
दस्त क्रमांक १२६८० /२०२३



9b) GAUTAM BHUSHAN VIJ



9c) SAPANA GAUTAM VIJ

Flat No. 201

10) RAJARAM MAHAVEER MISHRA



10a) KRISHANAVATI MISHRA

Flat No. 202,

