TULIP CO-OP.HSG SOCIETY LTD. Regd. No. BOM/W-KW/ HSG/TC/7842 Year 93-94. MUMBAI - 49.

49. It is agreed and clarified between the parties that by this Agreement the Society grants the Development Rights in consonance with the provisions of the Agreement to lease and there is no transfer, assignment or sub-let any right, title and interest under the said Lease and in consonance with the provisions of the bye-laws of the Society and the Circulars issued for redevelopment by the authority and/or the same authority is concerned.

50. The Developers do hereby indemnify and agree to keep indemnified the Society, Office bearers, and Members and which indemnity shall remain in force till the completion of the project from and against:-

दस्त - 9७/
६२५४ | ७६ | ७२६
2094

(a) Any breach by or of the Developers of the terms and conditions herein;

(b) Any claims demands liabilities arising from and/or by virtue of the exercise of the powers granted by the Society to the Developers hereunder or under the Power of Attorney that may be executed by the Society in favour of the Developers.

(c) All actions suits proceedings claims demands that may be made or costs charges and expenses that may be incurred by the Society on account of anything done or caused or committed or omitted to be done by the Developers or the person in whose favour or power of attorney hereby contemplated is executed by the Society.

(d) All claims actions suits costs expenses damages fines penalties etc. resulting on account of any act of commission or omission or any breach delay or default on the part of the Developers in developing the said property of any rules regulations terms and conditions or non-performance or non-observance of any permission, sanction, no objection that would be issued granted by any authority, body or corporation whatsoever or otherwise howsoever,

(e) Against any/all claims demands actions and/or proceedings that may be made and/or taken in respect of any defect in construction and to reimburse to the society all costs, charges expenses incurred by the Society and make good any such loss and damages that may be suffered and/or costs, charges and expenses that may be incurred by the society forthwith on demand without any delay, default or demur.

51. If any differences and/or disputes arise with regard to the interpretation and/or implementation of the terms and conditions of this Agreement the same shall be referred to mediation and Arbitration of Mr. Shadabi Kapadia, Solicitor and Mr. Pravin Mehta, Solicitor under the provisions of The Arbitration and Conciliation Act 1999 and the Award of the Arbitrator shall be binding on the parties hereto.

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 3

52. The Developers agree to handover to the Society all the Original Documents, Certificates, Drawings, Maps, Plans Blue Prints and other related papers pertaining to the redevelopment project on the completion of the re-development. Upon the written request of the Developers the Society agrees to admit the purchasers of flats in the new Buildings as members that shall have been sold by the Developers. The aforesaid articles shall consist of all

those Original Documents which are either executed or procured from the concerned authorities.

53. The disputes, if any, arising out of the transaction hereby envisaged shall always be subject to the Courts of Mumbai Jurisdiction.

बांद्रा - १७/		
६२५७	२०३२६	
२०९५		

THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of plot of land bearing sub plot No. 13 of Plot no. 3 admeasuring 522. 56 square meters thereabout being S.No. 70 & 287 C.T.S no. 196 (pt.) situated at 10th Road, J.V.P.D Mumbai - 400 049. in the registration sub-district of Bandra Bombay Suburban District and bounded as follows that is to say;

On or towards the North by : by road leading to garden & beyond that by sub-plot no.1
On or towards the South by : by sub plot no.12
On or towards the West by : by garden
On or towards the East by : by 100' wide public road

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

TULIP CO-OP.HSG SOCIETY LTD. Regd. No. BOM/W-KW/ HSG/TC/7942 Year 93-94. MUMBAI - 49.

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 6 MUMBAI SUBURBAN