

Occupation Certificate, It is also made clear that such membership shall not be granted to any flat Purchaser unless the Developers delivered to the Society members their agreed area.

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The Society hereby empowers the Developers to commence, continue, prosecute or file whatever suits and legal proceedings only in relation to the development of the plot and/or reconstruction of the Property of the Society and full knowledge of the type of litigation to be given to the Society at the cost of the developer. The Developers are also hereby empowered to represent the Society before any authority, corporation, government/semi-government bodies including MHADA, etc. on behalf of the Society and to sign, submit, file any statement, affidavit, declaration, form, plan, indemnity bond in the name of or on behalf of the Society and /or its office bearers only for the purpose of development and / or reconstruction of the building and for executing, performing and implementing any of the acts, deeds and things agreed by the Society and its office bearers under these presents not for any other purpose.

32. That the Society has assured the Developers that they have paid and shall pay all legal dues, taxes, electricity bills, repair cess, lease rent, estate duty, stamp duty, etc. till handing over vacant possession of the building and the plot unto the Developers for the purpose of re-development and that, there is no charge of whatsoever nature on the land of the Society and the building which has remained to be paid by the Society. Developers shall pay all dues, taxes, electricity bills, water charges, repair cess, lease rent, estate duty, stamp duty, etc. on a vacant premises by all the members of the Society.



except for few members of the Society. (As mentioned in Annexure-V) Society members have not borrowed or taken any loan/finance from any financial institution, banks, bankers or otherwise or have not offered or given the said property or any part thereof to any one by way of any Security against the same. The Society shall intimate the Banks or Financial Institutions from whom the members of the Society have obtained loan, about the proposed re-development of Society's property and shall also continue the charge on the flat of the member during the per IOA of re-construction.

The Society specifically agrees, confirms and undertakes that the members of its premises who had created mortgage, collateral security, charge, lien, or any encumbrances of whatsoever type from any banks, financial institutions or otherwise, shall be made to procure requisite NOC, consents, confirmations, consents, etc. (by whatever term referred to) from

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their respective mortgagee banks and financial institutions, as and when demanded by Developers for smooth facilitation of proposed project.

34. The Society hereby states that, on the day of execution of this Agreement neither the said property nor any part or portion thereof, is the subject matter of any decree or order or attachment, before or after judgment of any court of law and/or any authority or authorities, including under the provisions of the Income Tax Act and there are no proceedings pending in any court of law wherein the said property is the matter. After execution of the agreement, if any suit is initiated by the third party then the society and the developer shall deal with the same jointly at the cost of the developer.

35. No notice to the knowledge of the SOCIETY under the Bombay Municipal Corporation Act, The Epidemics Disease Act, The Land Acquisition Act, the Maharashtra Slum Areas (Improvements and Redevelopment) Act, 1971 or the Town Planning Act, has been issued or received or served upon it in respect of the said property till the execution of the this agreement.



The Society hereby empowers the Developers to get their plot demarcated as required and get the necessary corrections done in the same and also to file objection demarcation/s or measurement/s of adjoining lands or societies if it hampers or affects area of the plot of the Society and to give all the required statements, confirmation demarcation and to appear for and represent the Society to all intents and purposes participation, knowledge of the Society and its Managing Committee. But in any event the size of the plot of the Society, available as on today should not be reduced.



37. The Society shall be the sole Owner of all common areas of all the building and shall have the right to use terrace, parking space allotted to the members of the Society, open space, hoarding or advertisement on the entire new Building constructed for the members of the Society, existing and new both.

38. If there is any default or violation of any rules on the part of the Developers, then the Society shall not be held liable or responsible in any manner, in any suit, claim or proceedings instituted by any persons or before any tribunal court or any enforcement agencies as regards or concerning the redevelopment of the said Plot by and external agencies.

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The Society shall be entitled to terminate and cancel this Agreement, in case the Developers are not doing, carrying out or taking any material or concrete acts, deeds, matters, steps or procedures towards the procurement of the permissions within 6 months from the date of registration of Development Agreement. In case the developer is unable to obtain CC within 6 months subject to the occurrence of any force majeure by reason of war, civil commotion, act of God or non delivery of possession as a result of any Notice, Order, Rule, and Injunction, also a procedure/ permission delay on the part of the authorities which is not in the control of the Developer, the said Society has the power to terminate the Development agreement without any compensation or reimbursement to the developer.

40. The Developer shall have the license to enter upon the said Property for the purpose of redevelopment upon getting the plans sanctioned from the authorities concerned, which shall be in respect of the entire FSI, Pro-rata FSI, tit-bit area, fungible FSI and 100% of TDR-FSI and all other beneficial FSI with or without premium as per the amended D.C. Regulation from the Competent Authority, for construction of the said New Building. The Developer shall be entitled to demolish the said Building in accordance with the Bye-Laws, Rules and Regulations of MHADA, Competent Authority as the case may be without any hindrance or obstruction, denial, by the Members or any persons or person claiming through, name of in trust for Members/the Society.

41. It is strongly agreed and understood by and between the parties hereto that the Developer shall be allowed to enter upon the said Property as a licensee to carry out the construction in the manner mentioned in these presents and at all material times, the possession of the said Property shall always remain with the Society. For the purpose of redevelopment as contemplated herein, the Developer shall be at liberty to bring their workers, contractors, Engineers, laborers and such other staff and/or employees on the said Property including to bring and keep and/or store necessary materials on the said Property to start construction as per terms of these presents and will be responsible for their removal after completion of work.

42. In case however, if any Member during the subsistence of the Development Agreement, intends to transfer by sale, gift, exchange, lease or otherwise his/her/their flat's then the transfer shall be subject to the terms of these presents to be executed and the Intending Purchaser shall abide by the terms of this Agreement and shall sign and execute a Deed of

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Confirmation in favour of the Developer and the Society before completing the transaction. The Society further undertakes not to transfer such flat(s) in its records unless the Intending Purchaser executes the Deed of Confirmation with the Developer. The Intending Purchaser shall not be entitled to receive any further compensation save and except as stated herein from the Developer or the Society or claim any right adverse to the rights/interests of the Developer

43. It is agreed between the Parties hereto that after fulfilling the obligations towards the Members by the Developer from time to time the Society and/or its Members shall not in any way cause any obstruction and/or hindrance and/or interruption in the construction and redevelopment work to be carried out by the Developer and shall not do or omit to do any acts, matters or things whereby the Developer shall be prevented from carrying out the Development of the said Property or the Redevelopment work delayed in any manner as contemplated herein. Members shall refrain from entering the construction site when work is in progress failing which the developer or its contractor etc shall not be held responsible for any mishap. Only member accompanied by a member will be allowed to inspect construction with prior notice inspecting and organizing with workers and contractor.



The Society/Members shall pay all rates, cesses, taxes, N.A. tax and outgoings in respect of the said Property until the last Member vacates his/her/their respective Flat and the Society in turn handovers vacant possession of the said Property and license is granted to the Developer for the purpose of re-development. Thereafter, the Developer shall pay all such outgoings including taxes, till the Developer hand over vacant possession of the Members New Premises in the New Building to the Members after obtaining Part/Full Occupation Certificate from Competent Authority. The Developer will continue to bear proportionate taxes and all Society outgoings in respect of the flats forming part of the Developer Entitlement.

45. The parties hereby agrees that the developer shall have exclusive rights over all the available FSI/pro rata/fungible or any other fsi available at the time of registration of this agreement. It is further agreed that In case the fsi is increased/decrease by any circular or notification then the developer shall consult with the society and the same shall be decided mutually

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to share the fsi (by deducting the cost of fsi and construction cost) or reduce the area
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The parties hereto agree that the event the cess, taxes, N.A Tax and outgoings in respect of the said Property remained unpaid for any reason/s till the execution of these presents the Developer shall pay such cess, taxes, N.A. Tax except water dues of MHADA, other outgoing in respect of the said Property to the concerned Authority and the Developer shall be entitled to appropriate such payment towards the Hardship Compensation payable to that particular member of the Society.

46. In addition to the Hardship Compensation, rent paid by the Developers to the Members of the Society, the Developer has also agreed to pay outstanding water Bills amounting to the concerned Authority for and on behalf of the said Society and its Existing Members. Simultaneously herewith, the Society and the Members have executed a Power of Attorney in favours of the Developer to do various acts, deeds, matters and things for redevelopment of the said Property confirming upon them various powers to approach various authorities to enable the Developer to avail of the benefit of the TDR on the said Plot and for obtaining sanctioning building plans, obtaining commencement certificate, occupation/ completion certificate, electric, gas and water connection for the construction works, the Power of Attorney as shall be valid and in force till the Occupation Certificate (O.C)/ Building Completion Certificate (BCC) is obtained from Competent Authority. It will be automatically upon issuance of (O.C.)/ Building Completion Certificate by the Competent Authority).

47. The Developer agree, assure and undertake to carry out only lawful acts pursuant to the said Power of Attorney and all acts there under or relating to the development shall be at the sole costs and rights of the Developer alone to the exclusion of the Society and the Members. The Developer hereby indemnify the Society, and the Members jointly and severally against all actions, costs, claims, damages, fines, litigation, penalties, prosecution or proceedings that they or any of them may face due to any act of omission or commission of the Developer relating to the powers of the development.

48. The Parties hereto do hereby agree that the Developer shall be responsible to obtain and maintain, at their own costs, the requisite amount of labour insurance, project

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insurance and other forms of insurance as may be mandatory required until the Developer shall complete construction and hand over possession of the Members New Premises and pay the premium on time.

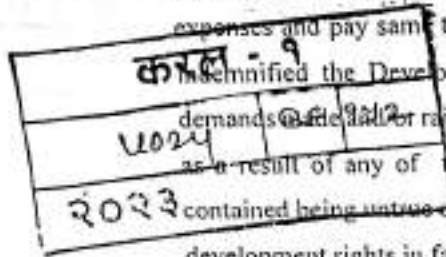
49. The Developer have further agreed that they shall carry out waterproofing in respect of all wet areas of the said New Building including the terrace and the bathroom at their own costs and maintain the same for the per IOA of 5 years after obtaining OC from Competent Authority. Provided however, the Developer shall not be held responsible on account of any additions or alterations being carried out either by the Prospective Purchasers or the Members of the Society in the wet areas of their respective Flats including leakage of water and damages to the drains or bathroom or terrace area (whether such additions and/or alterations are permitted by the concerned authorities or not) then in such event the Prospective Purchasers or the Members as the case may be shall at their own costs and expenses repair such damage (including recurrence of such damages).
50. The Society will comply with all the provisions of the Maharashtra Co-operative Societies Act, 1960 (the said Act) and comply with all its statutory obligations there under and will not do any act, deed, matter or thing in contravention of the provisions of the said Act, the Rules made there under and its bye-laws or any acts of omission or commission which is prejudicial to the interest of the parties herein.
51. The Developer shall comply with all the provisions of the RERA and comply with its statutory obligations there under and will not do any act, deed, matter or thing in contravention of the provisions of the RERA, the Rules made there under or any acts of omission or commission which is prejudicial to the interest of the parties herein.
52. It is agreed by and between the parties hereto that the Society shall at the request and cost of the Developer as and when called upon by the Developer sign and execute all such forms, declarations and documents for submitting the plans or obtaining sanctions and approvals of plans from the COMPETENT AUTHORITY and other concerned authorities in respect of the development of the said Property.
53. The Society is aware of the fact that relying on the correctness of all the statements, declarations and representations as given hereinabove. The Developers have agreed to

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acquire the development rights in respect of the said Property and redevelop the same as per the plans and specifications sanctioned/approved by Competent Authority, and incur huge expenses and pay same to its Members. The Society do hereby indemnify and shall keep indemnified the Developers from and against all losses, damages, litigations, claims, demands and/or raised by anyone and/or costs that may be incurred by the Developers as a result of any of the statements, representations, assurances, confirmations herein contained being untrue or incorrect and/or challenging the authority of the Society to grant development rights in favour of the Developers.



54. It is agreed between the parties hereto that, composite building is to be constructed out of the existing F.S.I. plus additional F.S.I., to be made available to the Society by the policy of MHADA, on payment of certain premium to MHADA for availing of FSI/TDR/tit-bit area, as may be available in respect of the said plot for construction. The Developers shall bear and pay all the expenses for acquiring FSI/TDR, sanctioning expenses for MHADA/Competent Authority, scrutiny fees, deposits, taxes, LUC/BLBC.

55. That the Developers shall follow up with the Architect of the Society, MHADA, as well as Competent Authority on behalf of the Society, to get the plans sanctioned and shall bear the cost of the plans to be sanctioned along with charge for IOA, C.C., etc as aforesaid. The Developers shall furnish copy of such IOA, sanctioned plans unto the Society within 5 days from receipt of the same and it is only after that Society and/or its members are entitled to vacate their respective premises within 45 (Forty Five) day.

56. The Developers shall bear and pay Architect fees for redevelopment work. The Society has appointed Architect of the Society, on recommendation and suggestion from the Developers and the Developers will have to execute the entire work under the guidance and supervision of them.

57. The Developers shall carry out the work in accordance with the D.C., B.M.C., MHADA Act and all concerned authorities and the Society will not be responsible for any of the breach, if any, committed by the Developers and the Developers shall indemnify and hereby keep indemnified the Society/their members against any objection, if any, raised by any concerned authorities or any suit, litigation, complaint filed by any person against the Society for the same.

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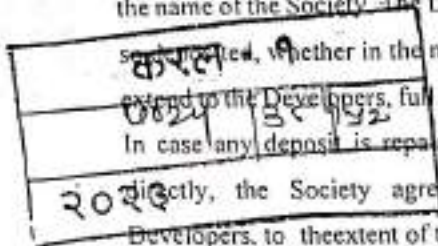
58. The Developer shall obtain Commencement Certificate within 6 months from the date of 100% existing members vacating their premises.
59. It is agreed between the parties that for purpose of Society's Premises, the Developers shall put up plan to Competent Authority, duly approved by Society in its Annual General Meeting or Special General Meeting as the case may be. The Developers shall not deviate or alter the said approved plan without express written permission from Society. In the event, for purpose of sanction of the plan any modification is suggested by Competent Authority, the Developers shall notify the said amendment as per plan by Competent Authority to the Society and only after Society's written approval is obtained, the Developers shall submit the plan for its sanction. After the plans are sanctioned, the certified copy of the said sanctioned plan shall be submitted by the Developers to the Society forthwith.
60. It is agreed by and between the parties hereto that the Developer will obtain months from the date of Registration of this Development Agreement and existing members vacating their premises. After receipt of C.C., the Developer shall start construction work within three months from the date of receipt of C.C. If there is any change in Government policy/ MHADA rule/ or any policy decision taken by the Government then the same shall be delayed for which Developer will not be responsible.
61. It is agreed between parties that Development Agreement executed between Society and Developers on precondition that, the building is in dilapidated condition, for which necessary letter from MHADA is obtained by the Developers. However, from execution of the Agreement till vacating the plot, if any untoward incident occurs to the building due to which, the building or part thereof collapses, the Developers shall not be responsible for the same and the members of the Society shall occupy the same at their own risk and peril. The developer shall do all possible to amicably resolve such an untoward incident.
62. The deposits, if any, required to be made with the Competent Authority or any other local or public authority, prior to or during the progress of the construction work, including the IOA deposit and development charges, staircase and balcony premise, extra drainage approval charges, debris deposits and all other costs charges and expenses of refundable or non-refundable nature as also the fees of architects and RCC consultants for supervising



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the redevelopment of the said Plot, shall be paid by the Developers in their own name or in the name of the Society. The Developers alone shall be entitled to the refund of the amounts so deposited, whether in the name of the Developers or the said Society. The Society shall extend to the Developers, full co-operation for getting refund or repayment of such deposits. In case any deposit is repaid or refunded to the Society after Occupation certificate is issued, the Society agrees and undertakes to forthwith reimburse the same to the Developers, to the extent of the amounts received by them.



63. It is agreed by and between the parties that up to the date of handing over possession to the Developers, the Society shall pay all outgoing, taxes, penalty and other charges except water charges which is payable to B.M.C., MHADA and other concerned authorities. On and from handing over possession on obtaining of IOA, Developers shall be responsible for the outstanding dues only till the Development work is going on and upon the Developers obtaining Full Occupation Certificate. After the expiry of 30 days of intimation of receipt of such Full Occupation Certificate, by Developers, the dues such as taxes, assessment charges etc. of existing members shall be payable by the Society and the Developers shall no longer be liable for any outstanding dues except for Sale area. However, if any liability arises due to failure on part of the Developers during the construction per IOA, the Developers shall be solely liable to pay the same and Society shall not be responsible in any circumstances.



The Developers shall be entitled to carry out at their own costs, charges and expenses in all respects, all or any items or work for development of the Said land including laying of water pipes and other connections as per the terms and conditions imposed By Competent Authority while sanctioning the said plans.

65. The Developers shall prepare plans for the full redevelopment of the said Plot by construction of the said Building, for being sanctioned by the municipal, local or other public authorities through their Designing Architect. The Developers alone shall bear and pay: (i) all costs, charges and expenses in respect of the redevelopment of the said Plot, (ii) the scrutiny fees, development charges, IOA deposits, staircase and balcony enclosure premium, extra water charges, NOC, drainage approval charges, debris deposits and all other costs, charges and expenses of refundable or non refundable nature to the concerned authorities for getting the approvals or RCC consultants fees, Architects, Engineers surveyors fees for supervising the construction and completion of the said Building.

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(iii) for obtaining Commencement Certificate or Part/Final Occupation Certificate or Building Completion Certificate, in respect of the said Building (iv) all expenses, taxes including GST, penalties, deposits, premiums, outgoings till obtaining Part/Final Occupation Certificate of the new building, (v) reinstalling of electricity meters and gas connections, Municipal Water Supply, Telephone and Drainage. The Society shall from time to time, sign, execute and submit applications and plans or amended plans. The Society shall not contribute anything towards the aforesaid expenses or any other expenses relating to the redevelopment of the said Plot. The Developers shall indemnify and keep indemnified the Society from and against all charges.

66. It is however agreed by the Developers that:

(i) Under No circumstances, The developer herein shall leave construction halfway or incomplete and or keep the buildings pending, except subject to the majeure by reason of war, civil commotion, act of God and a procedure of delay on the part of the authorities.

(ii) The Developers shall handover possession of the New Flats in the said Building to the new Purchasers in sale component, only after the society members are offered possession of their new respective flats in newly constructed building after giving a notice of 15 days to the society, in terms of this Agreement, after obtaining Part/Full Occupation Certificate and after giving balance Hardship Allowance.

(iii) In case, after obtaining the Part O.C., if the members of the Society are willing to take possession of their tenements in the newly constructed building, but before obtaining full O.C., the Developers shall pay to the Society the entire balance Hardship Allowance

(iv) Construction quality and internal amenities will be same for rehabilitated flats and salable flats.

67. Upon completion of new building on the said Property and upon obtaining Part/full Occupation Certificate, the Developers shall intimate in writing to the committee of the Society, to take inspection of Permanent Alternate Accommodation so as to enable the Society to confirm the areas and/or amenities as agreed to have been provided. In the event,

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any short coming/omissions/defects are noticed during such inspection, the members through Society shall, within 15 days from the date of inspection, bring the same to the notice of the Developers in writing and the Developers shall make the same good, within the per IOA of 15 days from the date of receipt of such intimation and till the same are made good, the members will not be compelled to shift to the said Permanent Alternate Accommodation. It is further agreed that, in the event of any defects, such as working of lock, window, door and any other fixture or construction material including waterproofing work of the terraces and also plaster on the wall etc. which are noticed during such inspection, the Developers shall make the same good within the per IOA of 15 days. The Society shall be at the liberty to appoint an independent architect, at its costs, if necessary, to carry out inspection of their said flats.

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68. It is agreed and admitted between the parties that during the process of construction if there is enhancement of prevailing FSI or benefit due to government rules and policies, profit of the same will be right of the developer and the society in 50:50 sharing ratio.

69. It is hereby agreed and understood by and between the Society and the Developers herein that the allotment of flats to the existing 32 members in the new building to be constructed, shall be mutually done by and between the Existing Members inter-se and by the Society in such manner and mode as they, among themselves, may deem fit and proper and the Developers shall under any circumstances, be liable and responsible and/or concerned with the allotment nor shall be obliged to put any particular member in possession of the particular flat unless so intimated by the Society in writing to the Developers.



70. The Developers will be entitled to sell the flats in the reconstructed building to such purchasers and at such price, as they may think fit and proper and the Developers will be entitled to appropriate the sale proceeds to them. The Developers will enter into separate Agreements for Sale of the new flats with the Purchasers and the costs, charges and expenses in respect thereof, including stamp duty and registration charges will be borne and paid by the either of the party. The new Purchasers of the said flats shall be admitted as members of the Society, provided that, they are eligible to be member and they comply with all the requirements of M.C.S. Act, 1960, the rules framed there under and the bye-laws of the Society. However the new flat purchasers should not have any right in the individual corpus payable by the Developer to the existing member. The present society members will distribute among themselves existing funds and new flat owners will give an undertaking

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that they will not claim any share form such funds.

71. Only upon the possession of each flat by the members of the Society, by the Developers in the new building, the Developers are at liberty to handover possession of saleable premises to be sold by the Developers, in the open market on Ownership basis, without any objection or demur on the part of the society and/or the members. It is agreed by the Society that it will be the sole discretion of the Developers to deal with or dispose off or sell flats in the proposed newly constructed Building, on the terms and conditions at the price deemed fit and proper by the Developers including, accepting the sale proceeds and entering into the agreement with interested buyers which right shall remain fully vested with the Developers and the Society shall not interfere with the same in any manner. However such new purchaser of the flat shall use the Flat or any part thereof or permit the same to be used for the purpose of residence only.

72. That the Developers shall, in consideration hereof, be entitled to receive for themselves, the consideration receivable on account of (i) sale of the flats parking spaces in said premises and (ii) after adjusting their costs and expenses to retain profits thereon in any manner they may think fit. The Developers shall also indemnify and keep indemnified the Society against, any claim, loss, costs, charges, etc. that may be made by any person claiming against the Developers whatever, against the Society on account of the Developers, arising out of said development work to be carried out by the Developers. It is specifically agreed that all other common areas / facilities such as top terrace, staircase, lift/s, compound wall, etc. shall be property of the Society, and the ultimate Society of existing members and incoming members shall deal with the same. In case of loss, etc to the developer, it should not affect the amenities and offer given by developer.

73. The society shall allow the developer to amalgamate adjoining plots with or without structure for joint redevelopment of the builders together, Terms and Conditions will be decided mutually in due course of business. However the builder should not wait for such amalgamation, resulting in delay of project.

74. The Developers shall not assign mortgage/transfer the right acquired under this Agreement to any third party including any other Developer. This Development Agreement is non-transferable document.

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75.	The Developers shall obtain insurance of the building and the proposed construction to be carried on by the Developers and all their staff and/or employees, during subsistence of this agreement and during the construction work is in progress. The Developers shall also insure all their laborers, workers and the Developers shall indemnify and keep indemnified, the Society from or against loss, damages which Developers may incur due to inaction or otherwise on part of Developers.
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75. The Developers shall obtain insurance of the building and the proposed construction to be carried on by the Developers and all their staff and/or employees, during subsistence of this agreement and during the construction work is in progress. The Developers shall also insure all their laborers, workers and the Developers shall indemnify and keep indemnified, the Society from or against loss, damages which Developers may incur due to inaction or otherwise on part of Developers.

76. The Developers shall bear all expenses such as Stamp duty, Registration amount, out of pocket expenses, if any, applicable to this Development Agreement and Power of Attorney, Individual Agreement, as also watercharges for construction, electricity charges for construction and shall keep the Society indemnified from these liabilities. If any additional area has been purchased by any member of the society over and above the area mentioned above then the member shall be liable to bear stamp duty, taxes and registration charges over the area purchased by the member. The Developers shall comply with the existing Labour Laws, Insurance Act, Workmen Compensation Act, etc. The Developers shall insure the workers employed on site during the course of construction. The developer further assure and warrant that if any order is passed related to stamp duty of this development in future, the same shall be exclusive responsibility of the developer and shall be born and paid by the Developer.

77. The Developers shall depute a person as PRO to have quarterly meeting with the committee members of the Society to review the progress of redevelopment work and the Developers shall furnish its detailed progress report of the redevelopment work to the Society on quarterly basis.

78. The Developers are entitled to display their signboard on the said property, till the construction is going on.

79. It is agreed between parties hereto that as per Real Estate Regulatory Authority Act, 2016 the Developers are mandatorily required to register their project with RERA. The Developers have agreed and undertaken to register their project in respect of Society's Property with MAHA RERA within 30 days on Developers obtaining CC for the above Project. The Developers after receiving the CC shall mandatorily registered their project with MAHA RERA and without registering the project in MAHA RERA Developers shall not

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sell their sale components to third party/s. Upon the receiving of IOA, within 30 days the Society's Members shall vacate their respective premises and shift themselves in Temporary Alternate Accommodations on the basis of Rent and Corpus fund given by the Developers.

It is further agreed and undertaken by the Developers that Developers shall not advertise and/or obtain booking from prospective purchasers unless and until registration with MAHA RERA and obtaining its certificate. Developers hereby indemnify and keep indemnified the Society's Members against any loss and/or Penalties if imposed by RERA and/or any other concerned authorities for not registering the project under MAHA RERA.

80. The Developers shall give warranty for 5 (Five) years of structure and Terrace leakages as per RERA Act, 2016. The Developers undertake to rectify defects if any, in this per IOA at their own cost, within per IOA of 30 (Thirty) working days from the date of receiving a letter from Society or its members. If any defects cannot be rectified then in that case, the Developers shall pay to the Society or its members, reasonable compensation as per certificate of Architect of the Society. Provided, however, if any member of the Society or his/her transferee, carries out any additions or alterations, endangering the structure/construction including terrace of the building, in that event, the warranty shall stand revoked and void and the Developers shall not be liable for the warranty as stipulated herein below.

The society shall be entitled to terminate the development agreement without any reimbursement or compensation and select another developer or do self - development to complete the project if below conditions are not met with :-

- ___ If developer fails to obtain CC within 6 Months from the date of Registration of Development agreement.
- ___ If developer fails to obtain commencement certificate within three months from the date of 100% existing members vacating their premises.
- ___ If developer fails to complete the construction work of the building within 18 months from the date of obtaining commencement certificate, subject to force majeure by reason of war, civil commotion, act of God, order, rule (should not be at the fault of developer). In case the building is near completion then the society shall mutually grant or give grace period of 18 months, in order to enable developer to

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complete remaining construction. Further the society shall give 6 months to obtain occupation certificate over and above the time mentioned.

d) If developer fails to pay rent to member for continues post IOA of 4 months. Before termination a show cause notice, giving 15 days final time to rectify, non compliance of agreement would be given to the developer.

82 If the Developers fail to construct the building within the agreed time of 18 months and further grace period of 10 months and additional grace period of 6 months for occupation

certificate -from the date of Full C.C., subject to force majeure, by reason of war, civil commotion, act of God or non-delivery of possession as a result of any Notice, Order, Rule, and Injunction, (However this Notice, order, rule and injunction above mentioned, should not be at the fault of Developer) and a procedure/ permission delay on the part of the Local authorities and if the project could not be completed in 42 months, the Developers shall pay penalty as Rs. 10,000/- per day to the Society from 43rd month to 48th month i.e. maximum period validity allowed for the completion of the project though this agreement. After 48

months if the developers fails to complete the project, this agreement and all permitted documents of the society can be cancelled and society can take appropriate decision for further action for redevelopment of building.

In case there is delay for approval of layout from the MHADA. Competent Authority, then the members shall be provided with part Occupation Certificate so as to enable them to occupy their flats/tenements as agreed upon and later on the Developer shall complete the construction work of the sale portion, the society and its members shall not obstruct the remaining construction work.

84. That in case of any disputes with regard to interpretation of any of the clauses of this agreement and or any other dispute with relate to redevelopment of project, the same shall be referred to a sole arbitrator to be appointed by both the parties in accordance with arbitration and conciliation Act 1996, as amended up-to-date. In the event of the parties not agreeing to such appointment of a sole arbitrator, each party shall appoint one arbitrator, and the two appointed arbitrators shall before entering upon the reference, appoint a third arbitrator who shall act as the presiding arbitrator, to resolve the disputes and differences. The Jurisdiction for arbitration shall be Mumbai only and the language of the proceeding shall be English. The arbitrators shall have summary powers and be entitled to give interim

[Signature]

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directions and awards from time to time. The awards of the arbitrators shall be reasoned and given in writing, and shall be final and binding upon the society (for and on behalf of any concerned members) and the developers.

85. The addresses for correspondence are as under:-

For the Developers: - As stated hereinabove. For the

Society :- Administrative board

THE PANT NAGAR SUNSHINE CO.OP.HSG. SOCIETY LTD.,

ROOM NO. _____

BUILDING NO. 90, PANTNAGAR

GHATKOPAR (EAST), MUMBAI - 400 075.



86. Both the parties hereto shall bear and pay the fees of their respective Advocates/Solicitors.

87. It is agreed between parties hereto that during the course of construction till plinth level no members shall be personally visit/inspect the site after the structure of Building is reaches more than 2nd floors. To avoid any causality at site, the members are permitted to inspect the site after identified by the committee members of the society and that also with accompanying society committee members and prior intimation of specified date, time and hours. If committee members found that the construction either in structure or in amenities is not as per agreement then they may notified the same to the Developers and Developers upon inspection immediately intimate same to the architect.

88. The Developers have agreed to provide amenities to the member of the society as per list annexed hereto as Annexure - I.

IN WITNESS WHERE OF the parties hereto have hereunto set and subscribed their respective hands to this Agreement on the day and year first hereinabove written.

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THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT piece or parcel of land situated at Pantnagar, Building No. 90, Ghatkopar (East), Mumbai - 400 075, within the limits of Greater Mumbai City, formerly bearing Collectors Survey No. 236-A and now with bearing C.T.S.No.184, Village Ghatkopar, Taluka - Kurla, Mumbai Suburban District admeasuring about 777.47 sq. meters and bounded as follows:

On or towards East by : 40'-0" wide road
 On or toward West by : Building No. 91
 On or towards North by : R-7 PATRA CHAWL
 On or towards South by : Building No. 92

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of Flats)

Sr. No.	Name of the Member	Particulars of the Flat (i.e. Floor and Flat)	Share Certificate No & No. of Shares	Existing Carpet Area Sq.mtrs of Flat	Area Sq.ft of the New Flat	Hardship Compensation
1	Hemant Daniel Hyge Mahale	Ground Floor - Flat no 2675		30.27		8,10,000
2	Taranath Sunder Hejmadi	Ground Floor - Flat no 2676		30.27		8,10,000
3	Meghmala Pramod Daku	Ground Floor - Flat no 2677		30.27		8,10,000
4	Anagha Anil Salkar/ Mahendra Mukund Salkar/ Hemangi Harischandra Parab/ Ambaji	Ground Floor - Flat no 2678		30.27		8,10,000

for R-4

for R-4

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	Mukund Salkar				
5	Prema Anada Shetty	Ground Floor - Flat no 2679		30.27	8,10,000
6	Santosh Shankar. Tawade	Ground Floor - Flat no 2680		30.27	8,10,000
7	Asha Machindranath Doke	Ground Floor - Flat no 2681		30.27	8,10,000
8	Katta Nagaveni Bhushan	Ground Floor - Flat no 2682		30.27	8,10,000
9	Alpa Vipul Parekh	First Floor - Flatno 2683		30.27	8,10,000
10	Shirishkumar Nemchand Shah/ Jyotsna ShirishkumarShah	First Floor - Flatno 2684		30.27	8,10,000
	Milind Pandurang Sakpal/ Avinash Pandurang Sakpal/Shobha Narendra Sakpal.	First Floor - Flatno 2685		30.27	8,10,000
12	Dipak Dattaram Gade	First Floor - Flatno 2686			8,10,000
13	Sushila Shakaram Karande	First Floor - Flatno 2687	34		8,10,000



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14	Meera Gajanan	First Floor - Flatno 2688	30.27	8,10,000
15	Kamlesh Kamchhangauri Dhanesh Shah	First Floor - Flatno 2689	30.27	8,10,000
16	Sonita P. Patil	First Floor - Flatno 2690	30.27	8,10,000
17	Shantha Shankar Tawade/ Satish Shankar Tawade	Second Floor -Flat no 2691	30.27	8,10,000
18	Ramesh Chandra Panth	Second Floor -Flat no 2692	30.27	8,10,000
19	Rajesh Kamlakar Deshmukh	Second Floor -Flat no 2693	30.27	8,10,000
20	Ajit Rameshchandra Rajesh Rameshchandra Rajesh	Second Floor Flat no 2694	30.27	8,10,000
21	Nagesh Ramappa Santosh	Second Floor Flat no 2695	30.27	8,10,000
22	Shankar Dinkar Sane	Second Floor Flat no 2696	30.27	8,10,000
23	Mahendra A More/ Vrushali Ravindra Jadhav/ Pooja Rajesh Jadhav/ Anuradha M More/ Vijay A More	Second Floor -Flat no 2697	30.27	8,10,000
24	Namrata Ashok Patil/Ananda Raghunath Patil/ Arti Nirvutti Shewale	Second Floor -Flat no 2698	30.27	8,10,000
25	Kishore Appu Shettigar	Third Floor - Flatno 2699	30.27	8,10,000
26	Jigar Rameshchandra Shah/ Phalguni Jigar Shah	Third Floor - Flatno 2700	30.27	8,10,000
27	Darshana Jagdish Jadhav/ Jagdish Rajaram Jadhav	Third Floor - Flatno 2701	30.27	8,10,000

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28	Nalin Vrajlal Doshi	Third Floor - Flatno 2702	30.27	2023	8,10,000
29	Ravikant Bhagwan Kadam	Third Floor - Flatno 2703	30.27		8,10,000
30	Shashikant Pundlik Gaikwad	Third Floor - Flatno 2704	30.27		8,10,000
31	Jatin Chhotalal Ajmera/ Rajiv Chhotalal Ajmera	Third Floor - Flatno 2705	30.27		8,10,000
32	Lakhamshi Bhavanji Parmar	Third Floor - Flatno 2706	30.27		8,10,000



COMMON SEAL the within named "SOCIETY ") PANT
NAGAR SUNSHINE CHS LTD

SOCIETY LIMITED Through its authorized
Sub-Committee Members to execute these presents)

1. PARANASH HEJMAT Hon. Chairman



[Handwritten signature of Parash Hejmat]



2. Ajit Ramchandra Jadhav Hon. Secretary

[Handwritten signature of Ajit Jadhav]



3. Rajesh. Kamthar. Deshmukh Hon. Treasurer



[Handwritten signature of Rajesh Deshmukh]



As per Resolution Dated 11/06/23 Passed)

In special General Body Meeting of the Society)

In Presence of

WITNESSES:

1.) *[Handwritten signature]*
2.) *[Handwritten signature]*



SIGNED, SEALED AND DELIVERED)		
By	At	THE MEMBERS)
Daniel		

Hy me Daniel

HygeMathai

HygeMathai

2) Taranath SunderHejmadi

Taranath SunderHejmadi

3) Meghmata Pramod Dakua

4) Anagha Anil Salkar

अनघा अनिल साळकर



Mukund Salkar

महेंद्र मुं साळकर

Hemangi Harischandra Parab

Mrs H Harish

Ambaji Mukund Salkar

Ambaji Mukund Salkar



5) Prema Anada Shetty

Prema A. Shetty



6) Santosh Shankar Tawade

Santosh



7) Asha Machindranath Dake

8) Katta Nagaveni Bhushan



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9) Alpa Vipul Parekh

10) Shirishkumar Nemchand Shah

Shirishkumar N. Shah



Jyotsna Shirishkumar Shah

Jyotsna S. Shah



11) Milind Pandurang Sakpal

Milind



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Avinash Pandurang Sakpal

Avinash

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Shobha Narendra Sakpal

शोभा नरेंद्र साकपाल



12) Dipak Dattaram Gade

Dipak



13) Sushila Shakaram Karande

14) Meera Gajanan Kotnis

15) Kanchangauri Dhanesh Shah

K.D. Shah



16) Sunita P. Patil

Sunita



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17) Sharda Shankar Tawade शा.शं. त. त. त.



Satish Shankar Tawade

Satish Shankar Tawade



18) Ramesh Chandra Panth

Ramesh Chandra Panth



19) Rajesh Kamalakar Deshmukh

Rajesh Kamalakar Deshmukh



20) Ajit Ramchandra Jadhav

Ajit Ramchandra Jadhav



Arun Ramchandra Jadhav

Arun Ramchandra Jadhav



21) Nagesh Ramchandra Sane



Nagesh Ramchandra Sane



22) Shankar Dinkar Sane

Shankar Dinkar Sane



23) Mahendra A More

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Vrushali Ravindra Jadhav

V. R. Jadhav

Pooja Rajesh Jadhav

PR Jadhav

Anuradha M More

Vijay A More



Patil N A Patil

Ananda Raghunath Patil

Arti Nirvutti Shewale

अ. निरवुती शेवळे

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25) Kishore Appu Shettigar

Kishore



26) Jigar Rameshchandra Shah

J. Shah



Phalguni Jigar Shah

Phalguni J. Shah



27) Darshana Jagdish Jadhav

Jadhav



Jagdish Rajaram Jadhav

Jadhav



28) Nalin Vra

Nalin



29) Ravikant B

Ravikant



30) Shashikant Pundlik Gailwad

Gailwad



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31) Jatin Chhotalal Ajmera

Jatin C. Ajmera



Rajiv Chhotalal Ajmera

2196 Enim 2000



32) Lalchamshi Bhavanji Parmar

L.B. Parmar



In the presence of...)

1. ...
2. ...

SIGNED SEALED AND DELIVERED)

By the within named "THE DEVELOPERS")

SHREE DHAM DEVELOPERS)

Through its Authorized Partner,)

MRDHMAN SINGHVI

For SHREE DHAM DEVELOPERS

Partner/Authorised Signatory



RAHUL RAWAL

For SHREE DHAM DEVELOPERS

Partner/Authorised Signatory

In the presence of...)

WITNESSES:

1. ...
2. ...



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DATED THIS 11 DAY OF 04, 2023

BETWEEN

GHATKOPAR SUNSHINE CHS LTD

... THE SOCIETY

AND

SHREE DHAM DEVELOPERS

... THE DEVELOPERS

DEVELOPMENT AGREEMENT



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