tion is brought to the notice of the Developers within the Defects Liability Period, such defect/s shall be rectified by the Developers at their own costs, subject to the following-

28.1.1. Such defects are not caused due to any renovations/ changes/ interior works carried out in the Members' New Flats.

28.1.2. the Members are not entitled to shift/ change any plumbing lines and/or electricity lines or make any internal changes to the Members' New Flats that will be in deviation of the building plans sanctioned by the MCGM/ authorities and/ or which may affect the Occupation Certificate issued by the MCGM or lead to any action being taken by the MCGM or any other authorities against the Developers. Any damage caused to the common areas or adjoining flats will be rectified by the concerned Member at his costs.

28.1.3. The Society is responsible to ensure that the elevators, pumps, parking systems and other equipment provided by the Developers are handled by trained personnel and that the same are handled with due care and caution and not misused and that annual maintenance contracts shall be signed with the original equipment manufacturers or their authorized maintenance personnel so as to ensure timely servicing and authorized maintenance and repairs. In case of electrical systems or plumbing systems, maintenance, repairs or servicing of the same are only done by qualified plumbers and electricians.

28.1.4. Defects liability shall not cover events of force majeure or regular wear and tear.

28.1.5. Warranties of equipment, appliances and electronic items shall be as per the standard warranties provided by the manufacturers.

29. <u>TIME IS OF THE ESSENCE.</u> Time being of the essence of the contract, the parties hereto shall strictly follow the schedules mentioned herein. Any delay

Initials of the Parties

Members

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25	26	27	28	29	30	31	32	For Developers
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in the payment of any of the installments of the consideration payable to the Society or to the Members will attract interest at the rate of 12% per annum without prejudice to other rights of the Society and the Members. If there is a delay in any of the Members' Existing Premises being handed over to the Developers or of the Property being handed over to the Developers or if any of the Members (or persons claiming through Members) cause any obstruction to the Project, the time limit for completion of the project as stated in this Agreement shall stand extended to the extent of such delay and to such further days as determined therein without the Developers being liable for any penalties/ enhanced rentals and the same shall be without prejudice to other rights of the Developers including rights as per this Agreement.

30. **MODE OF PAYMENT TO MEMBERS.** As directed by the Society and the Members, payments of all amounts due to the Members under this Agreement shall be by cheques drawn in the name(s) of the first named member and other joint members (other than associate members in the Share Certificate), or as may directed by the members through the Society in writing, and will be handed over by the Developers to the Society in discharge of their obligation of payment of the amounts stated in the cheques to the Members. It shall be the responsibility of the Society to hand over the payments to the Members as per this Agreement and obtain receipts thereof and hand over the same to the Developers.

31. **CONDITIONS FOR SALE OF MEMBERS' EXISTING PREMISES-**

31.1. None of the Members' Existing Premises or the Members' New Flats shall be sold under any agreement, arrangement or understanding whatsoever unless and until the intended transferee(s) thereof first execute(s) a declaration-cum-undertaking to abide by and comply with all the obligations of the transferor-member under this Agreement without any demur.

31.2. Any writings required by the Society and the Developers to secure the rights of the Society and/or the Developers and/or the other members

बेटर - २
पुस्तक क्र. २
२०२०

Initials of the Parties

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shall be given by the concerned member or by the transferee(s) without any demur.

31.3. This Agreement shall be binding on the new purchaser(s)/ transferee(s) to all intents and purposes and such purchaser(s)/ transferee(s) alone shall be entitled to the new premises and to the concerned member's share of the consideration/ amounts or the balance thereof or any other benefits as per this Agreement.

31.4. The member(s) who sell(s)/ transfer(s) his/her flat or shares shall cease to have any rights to the new flat or to receive any monies as per this Agreement or generally to any benefits or rights under this Agreement from the date of such transfer.

31.5. The proposed transferee shall not be entitled to, and shall not, claim any right adverse or prejudicial to the rights/interests of the Developers and/or obstruct or interfere with the Re-development.

32. THE DEVELOPER-FIRM –

32.1. The Developers being a partnership firm, the previous approval in writing of the Society shall be obtained before any change is made in the constitution of the firm provided however that the existing partners are entitled inter se to alter their capital or profit-sharing ratio without requiring any consent of the Society. Provided however that until completion of the Project, the Developers agree that Mr. Kalpesh Patel shall not reduce his current sharing ratio below 50%.

33. NO ASSIGNMENT. The Developers shall not assign or transfer the benefits of this Agreement to any person(s), firms, companies.

34. NO PARTNERSHIP. This Agreement shall not be treated as a partnership or a joint venture between the parties hereto and this Agreement contemplates only the development rights agreed to be granted by the Society in favour of the Developers as provided herein.

35. REGISTRATION OF THIS AGREEMENT. This Agreement shall be regis-

Initials of the Parties

Members

For Society

For Developers

tered with the Sub-Registrar of Assurances. The Parties shall attend the Office of the Sub-Registrar of Assurances and admit execution hereof.

36. STAMP DUTY/ REGISTRATION CHARGES/ INCIDENTAL COSTS.

36.1. The Developers shall bear and pay the stamp duty, registration charges (subject to Clauses 9.3, 9.4, 9.5 hereof) and all incidental costs on this Agreement, the Power of Attorney and on all documents that may be executed contemporaneously with this Agreement, as per the terms and conditions of this Agreement.

36.2. The Developers shall also pay the stamp duty, registration charges and all incidental costs on the individual agreements of the Members as per Clause 9.11. hereof (subject to Clauses 9.3, 9.4, 9.5 hereof).

37. NAME OF THE NEW BUILDING. The name of the New Building shall be "Seasons Trimurti".

38. NOTICES. The respective addresses of the parties hereto for service of notice are as follows: -

38.1. If to the Society and/or to the Members or any of them-

The Chairman or Hon. Secretary,
Trimurti Co-operative Housing Society Ltd.,
North Avenue Road, Santacruz (West),
Mumbai 400 054.

38.2. If to the Developers-

M/s. Seasons Avenues Properties,
Seasons Avenue, 6th floor,
Linking Road, Khar (West),
Mumbai 400 052

38.3. Any notice required to be served on the parties hereto shall be in writing and shall be sufficiently served if sent by registered post acknowledgement due or personally delivered at the respective addresses, unless no-

बदर १
पुस्तक क्र. १ २०२०

Members' initials of the Parties

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25	26	27	28	29	30	31	32
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For Society

For Developers

tice of a different address is received. Any notice required to be served on individual members shall be deemed to have been received by them if the same has been addressed to the Society and sent to the address of the Society.

39. DISPUTE RESOLUTION-

39.1. If any dispute arises out of or in connection with this Agreement including its interpretation, application or performance or any alleged breach of any provision of this Agreement the Parties shall in the first instance attempt to resolve such dispute through mutual discussion between the Managing Committee (representing the Society and all its Members) and the Developers' representatives/ partners.

39.2. In the event that the dispute or difference is not resolved by mutual discussion within thirty days, then either Party may refer the dispute for resolution to a sole arbitrator who shall be jointly appointed by both Parties or, in the event that the Parties are unable to agree on the person to act as the sole arbitrator within thirty days after any Party has claimed for an arbitration in written form, by three arbitrators, one to be appointed by each Party with power to the two arbitrators so appointed to appoint a third arbitrator.

39.3. The arbitration will be governed by the Arbitration and Conciliation Act 1996 including any statutory amendments or re-enactments thereof for the time being in force and rules made thereunder by the Bombay High Court.

39.4. The arbitration proceedings will be conducted in English language at Mumbai.

39.5. The costs of arbitration will be initially paid jointly by Parties in equal shares. The Arbitrator/s shall be entitled to determine by the award as to who will finally bear the cost and in what proportion.

39.6. The Award of the Arbitrator/s shall be binding on both Parties.

Initials of the Parties

Members

For Society

For Developers

40. **JURISDICTION.** The parties hereto agree that the Courts at Mumbai only shall have jurisdiction in respect of all matters whatsoever arising out of this Agreement

41. **MEMBERS' DECLARATIONS.** The Society shall procure from the Members notarized writings executed by them to record inter alia that they have irrevocably confirmed their agreement with the terms and conditions of the Redevelopment as recorded in this Agreement and confirming their continued cooperation in respect thereof. Notwithstanding such written confirmation from the Members, the Society shall ensure and cause all the Members to observe, perform and comply with the terms of this Agreement.

42. **NON-EXECUTION OF THIS AGREEMENT BY MEMBERS.** In the event any of the Members are not available/ do not sign this Agreement, his/ her name will be removed as a signatory and the execution of the documents will be completed and the same shall bind all members to all intents and purposes and the project will be proceeded with as contemplated in this Development Agreement. Action shall be taken against any Member who obstructs the Project.

43. **RERA-** The Developers shall strictly adhere to the provisions of RERA and MAHA-RERA and agree that in the event of any complaint being filed or in the event any breach is caused of the provisions of RERA or the Rules thereunder (whether by way of delays in the project, breaches of any of the terms of the agreements with the purchasers of any of the Developers' Sale Flats, or otherwise howsoever), the Developers alone shall be liable for the same.

44. **PARTIES' ADVOCATES-** In this transaction: -

44.1. Divya Shah Associates, Solicitors, represent the Society and their fees and costs shall be borne and paid by the Society.

44.2. M/s. Precept Legal, Advocates, represent the Developers and their fees and costs shall be borne and paid by the Developers.

बदर - ९
पुस्तक क्र. ९ ११ मुंबई
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45. **CLOSING PROVISIONS-**

Initials of the Parties

Members

1	2	3	4	5	6	7	8	For Society
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25	26	27	28	29	30	31	32	For Developers
33	34	35	36	37	38	39	40	

45.1. **No waiver of Rights.** Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power, or remedy.

45.2. **Amendment.** This Agreement may be modified or amended only by a writing duly executed by the Society and the Developers.

45.3. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law, and if the rights or obligations under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (c) in lieu of such illegal, invalid, or unenforceable provision, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

45.4. **Authority to Sign.** The Parties hereto represent that the persons signing this Agreement have full and complete authority to do so on behalf of the respective Parties and execution hereof by the Parties creates a legal and binding obligation on the respective Parties.

45.5. **Permanent Account Numbers-**

45.5.1. The Permanent Account Numbers of the Parties hereto and of the Members (as available with the Society) are listed in **"Annexure-L"** annexed hereto.

45.5.2. Photocopies of the PAN cards of the Parties hereto and of the Members (as available with the Society) are annexed hereto and marked **"Annexure-M"** collectively.

45.6. **Survival of Clauses-** Notwithstanding the expiry or termination of this

Initials of the Parties

Members

For Society

For Developers

Agreement, clauses of this Agreement which by their very nature survive this Agreement shall survive.

45.7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and contains all agreed terms and conditions for the Re-development of the said Property, and supersedes, to all intents and purposes, the tenders, offers, prior agreements/ understandings/ writings, whether oral or written, with respect to the Re-development of the Property, and no parts of the tenders, offers, prior agreements/ understandings/ writings, shall be referred to with regard to any aspects of the Re-development Project.

45.8. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

THE SCHEDULE.

(Description of the Property)

ALL THAT piece or parcel of land bearing C.T.S. Nos. G/411A, G/411B & G/419, admeasuring 2,257.53 square meters (as recorded in the Property Register Card thereof), with the building named "Trimurti" and the closed garages and ancillary structures standing thereon, situated at North Avenue, Santacruz (West), Mumbai – 400 054, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bounded as follows: -

ON or towards the North : by North Avenue Road;

ON or towards the South : by plots bearing C.T.S. Nos. 412, 418;

ON or towards the East : by Sarojini Road;

ON or towards the West : by 15th Road.

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

Initials of the Parties

Members

For Society

For Developers

	Signatures	Thumb Impressions	Photographs
The Common Seal of the within named **"Society"** **TRIMURTI CO-OPERATIVE HOUSING SOCIETY LIMITED** has hereunto been affixed pursuant to the resolution passed at its Special General Body Meeting held on 26.01.2020 in the presence of			
1) Ms. Upasana Deep Khosla, *Chairperson*			
2) Mrs. Sunanda Anil Auddy, *Secretary*			
3) Mr. Tirath Singh Anand, *Treasurer*			

who in token thereof, have hereunto set and subscribed their respective hands in the presence of the following witnesses-

1. Subhash Yerunkar
(Signature & Name)

2. Laxman Nade
(Signature & Name)

बंदर - २
पुस्तक क्र. २ | २०७५ | ९१ | ५५५
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Initials of the Parties

Members

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25	26	27	28	29	30	31	32	For Developers
33	34	35	36	37	38	39	40	

SIGNED SEALED AND DELIVERED by the within named **"Members"**	)		
1 Mr. Subhash Bhavanishankar Nagarkar	)		
2 Dr. Mrs. Nayan S. Shah	)		
3A Mr. Rama Prasad Mukherjee	)		
3B Mr. Girija Prasad Mukherjee	)		
3C Mr. Dilip Kumar Mukherjee	)		
3D Mr. Vijay Kumar Mukherjee	)		
4 Mr. Suresh Tikamdas Asrani	)		

बदर - १

पुस्तक क्र. १ २०२० २०२०

Initials of the Parties

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25	26	27	28	29	30	31	32	For Developers
33	34	35	36	37	38	39	40	

5. Mrs. Sunanda Anil Auddy

Mrs Sunanda Auddy



5 A Ms. Subra A Auddy

S. Nandi



6. Mr. Anil Kumar Auddy

Auddy



7. Ms. Yasmin K. Khan

YKKhan



8. Mr. Barun Kumar Auddy



9A. Mrs. Anita Rajan Arora

Anita Arora.



9B. Mr. Rajan Arora

RK Arora



9C Mr. Varun Rajan Arora

Arora



बदर - ९

पुस्तक क्र. १ | 2009 | 03 | 09

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Initials of the Parties

Members

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25	26	27	28	29	30	31	32	For Developers
33	34	35	36	37	38	39	40	

10. [illegible] Gidwani

11. [illegible]

12A. Mrs. Anuradha S. Gidwani



12B. Mr. Sumeet K. Gidwani



13A. Mr. Joshua Samuel



13B. [illegible]

14. Mr. Abhay V. Gosar



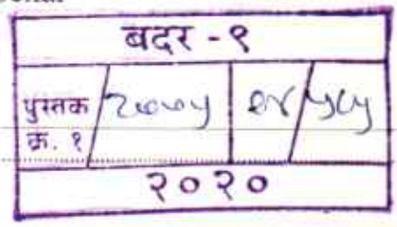




15A. Mrs. Neeta Shashank Phatarpekar







Members

Initials of the Parties

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15B. Mr. Shashank Dinker Phatarpekar



16. Sardar Tirath Singh H. Anand



17. [illegible]

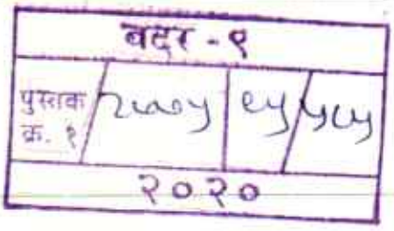


18A. Mrs. Neha Amit Vora



18B. Mr. Amit Kalyanji Vora

19. [illegible] Mistry





20A. Mrs. Rashmi Vinod Kala



20B. Mr. Vinod Kala



Initials of the Parties

Members

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21. Mr. Gurcharan Chawla)



22A. Mr. Sumanta Kumar Banerjee)



22B. Mrs. Sheela Sumanta Banerjee)



23. Mrs. Shipra Rajesh Bhatia)



24. Mrs. Nayana Thakurbhai Patel)



25. Mr. Dinesh Ramchand Bhatia)



26. Mr. Nanik Hiranand Lalla)



27A. Mr. Sanmukh Singh Sethi)

बदर - १

पुस्तक क्र. १ | २०७५ | ९६ | ५५

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Initials of the Parties

Members

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27B. [illegible]

27C. Mrs. [illegible]

28A. Mr. Milind Kaushik Mody



28B. Mr. Prasanna Kaushik Mody



29. Mr. Girdhar Ramchand Shroff



30A. Mr. Neil Savio Pereira



30B. Mrs. Deann Cecila Pereira



31. Mr. Kuldip Singh H Chandhok,



initials of the Parties

Members

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For Society

For Developers

32. Mr. Kuldip Singh H Chandhok,



33. Mrs. Suhasini Chandrahas Shetty



34A. Mrs. Shobhana Harakhchand Shah



34B. Mr. Harakhchand Anand Shah



35. Mr. Harakhchand Anand Shah



36. Mr. Anil Lachman Kherajani



37A. Mr. Gautam Makhija



37B. Mrs. Vinita Gautam Makhija



बदर - १

पुस्तक क्र. १ | २००५ | ९८ | ५५५

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Initials of the Parties

Members

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33	34	35	36	37	38	39	40

For Society

For Developers

38. Miss. Upaasna Deep Khosla		
39A. [illegible]		
40. [illegible]		
in the presence of the following witnesses-		

1. _____
(Signature & Name)

2. _____
(Signature & Name)

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 1 MUMBAI SUBURBAN DIST. BANDRA

बदर - १
पुस्तक क्र. १ २०७५ ११५५
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Initials of the Parties

Members

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33	34	35	36	37	38	39	40

For Society

For Developers

	Signatures	Thumb Impressions	Photographs
SIGNED SEALED AND DELIVERED by the within named **"Developers"** **M/S. SEASONS AVENUES PROPERTIES** By the hands of its partner, Mr. Kalpesh Patel in the presence of the following witnesses-	For SEASONS AVENUES PROPERTIES PARTNER		

1. _____
(Signature & Name)

2. _____
(Signature & Name)

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST. BANDRA

COLLECTOR

बदर - ९
पुस्तक क्र. १ | २८ | ७०० | ७५
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Initials of the Parties

Members

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