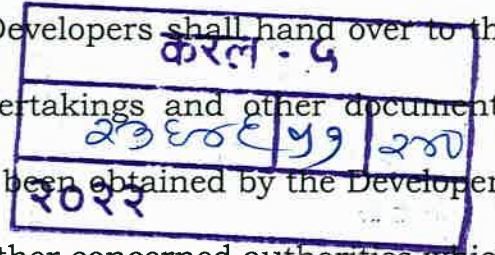


16.10. On the completion of the Project, the Developers shall hand over to the Society copies of all permissions, sanctions, undertakings and other documents pertaining to the said new building/s as may have been obtained by the Developers and/or their Architects from the Municipality and other concerned authorities which include but are not limited to sanctioned plans, I.O.D., Commencement Certificate, Occupation Certificate, Fire Fighting permissions and drawings, requisite permissions for the elevators, structural drawings, canvas mounted plans, receipts for payment of all taxes, water and electric supply, correspondence of various authorities and also pass on guarantee/warrantee if any, provided by the Manufacturers of the Appliances and fixtures provided in the new building as and by way of amenity.



16.11. The Developers shall cause the Society to take appropriate steps to amend the byelaws and increase the number of members to enable the Society to admit the Purchasers of Developer's Saleable Areas as members of the Society at the costs and expenses of the Developers.



16.12. The Developers shall provide to the Society, every year, payment receipts for relevant taxes and other statutory dues paid from the date of handover of the said Property by the Society to the Developer till the date of Occupation Certificate.

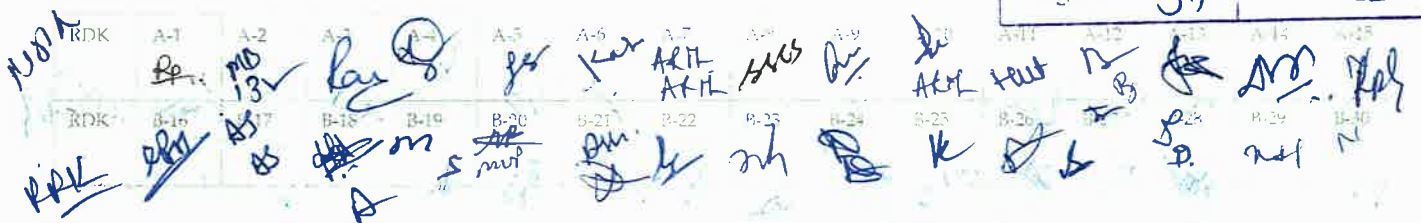
16.13. The Developers shall vacate the Society's site on completion of the re-development work and shall remove and clear the entire site at its costs and expenses before handing over to the Society.

17. OBLIGATION, ENTITLEMENTS, COVENANTS BY THE SOCIETY AND ITS MEMBERS:

The Society and the members hereby jointly and severally confirm that:

17.1. They will from time to time and as may be deemed necessary and required by the Developer, be bound and liable to render, give and provide to the Developer, all assistance, documents and information, and to sign and execute all papers, writings.

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17.3. Upon the death of any member, the Society alone shall transmit the membership in the names of the deceased member's legal heirs and intimate the same to the Developers. The legal heirs of such deceased member shall be bound by the terms and conditions of this Development Agreement and that such legal heirs shall submit and register an Undertaking to that effect to the Society as per the draft provided by the Developers. The Society undertakes not to effect any such transmission unless such undertaking is received by the Society and a copy thereof is provided to the Developers

17.4. The Members of the Society, who have mortgaged their flats / premises / units etc., shall be responsible and liable to obtain the consent of financial institution and banks for the proposed redevelopment of "the said Property at his / her costs, charges and expenses without holding the Developers responsible for the same prior to the Developers obtaining the IOD from the Municipal Corporation.

17.5. The Society shall at its sole discretion shall be entitled to appoint an PMC/Architect or a Licensed Civil Engineer to supervise and monitor the progress of construction works every month / bi-monthly of the New Building/s. The Developers shall extend full co-operation to such appointed Architect / Licensed Civil Engineer during their visits to the building site;

17.6. The Society's shall be responsible and liable to get its members vacated within 45 days of due intimation from the Developers and shall handover the vacant possession of the entire Property to the Developers against handover of all the cheques for the monetary compensation as provided hereinunder.

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RDK	B-1a	B-1b	B-1c	B-1d	B-1e	B-1f	B-1g	B-1h	B-1i	B-1j	B-1k	B-1l	B-1m	B-1n	B-1o

18. SECURITY FOR PERFORMANCE OF OBLIGATIONS:

The Developers shall keep unsold and unencumbered, two 2 BHK flats i.e. (1) Flat No: 101 on the 1st floor admeasuring 634 Sq. Ft. RERA Carpet and (2) Flat No: 504 on 5th floor admeasuring 620 Sq. Ft. RERA Carpet in the proposed New Building from the Developers Saleable Component Area as a security towards due performance of its obligations under the proposed re-development. The Flat No. 504 will be released after casting of 4th Slab of the proposed New Building and thereafter the Developers will be free to sell the same and that no further consent/ no objection shall be required from Society and/ or its Members. Flat No. 101 shall be released to the Developers by the Society against handing over possession notice to Members New Flats and a deposit of Rs.25,00,000/- (Rupees Twenty Five lakhs only) to be retained for a period of 6 (Six) months after Occupation Certificate to meet unpaid statutory dues or any expenses incurred for unfinished works or defective works, if any, which will stay in a separate account opened in any Nationalised Bank/Co-operative in the joint names of the Developers and Society and the interest accrued thereon shall belong to the Developers. The Society hereby agrees, accepts and undertakes that the Society shall not utilize the said amount without a prior written consent from the Developer.

19. COMPLETION OF REDEVELOPMENT:

On receipt of Full and Final Occupation Certificate and possession of flats being handed over to the Society and/or its members and the purchasers of flats, the Development rights of the Developers over the said Property and the New Building shall cease immediately save and except the unsold flats and the un-allotted parking spaces belonging to the Developers.

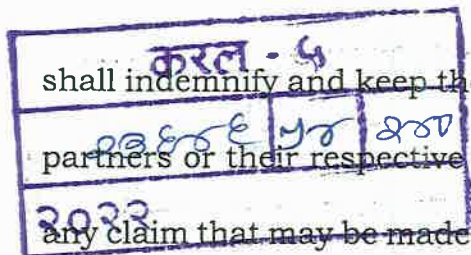
20. INDEMNITIES:

20.1. The Society or any other person claiming through them shall not obstruct, interfere or cause any impediment or do any act or omit to do any act whereby or by reason whereof the progress of the construction work is hampered or affected and

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NDK	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8	B-9	B-10	B-11	B-12	B-13	B-14	B-15

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shall indemnify and keep the Developers , their directors, personnel, staff, associates, partners or their respective heirs, executors and administrators of, from and against any claim that may be made by person or persons by reason of obstructing, interfering or causing any impediment or doing or omitting to do any act or anybody acting on their behalf or representing or claiming through them.

20.2. The Developers hereby agrees to indemnify and keeps forever indemnified, saved and harmless the Society against: claims, damages, compensation or expense payable in consequence of any accident or injury sustained by workmen or any other person, whether in Developers employment or not; claims, demands and liabilities of all traders, suppliers, artisans, workmen, engineers, architects or other person(s) that may be employed, appointed or engaged by Developers in connection with construction work on the said property; claims, demands and damages claimed in respect of Developers Saleable Area in the new building that will be constructed on the said property; claims, demands and damages claimed by members and purchasers of flats in the new building on account of defects in construction; claims, damages and losses in respect of construction work on the said Property.

21. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable or prohibited for any reason, this Agreement shall be considered divisible as to such provision which shall be inoperative and shall not be part of the consideration moving from either of the Parties hereto to the other and the remaining terms and conditions of this Agreement shall be valid and binding.

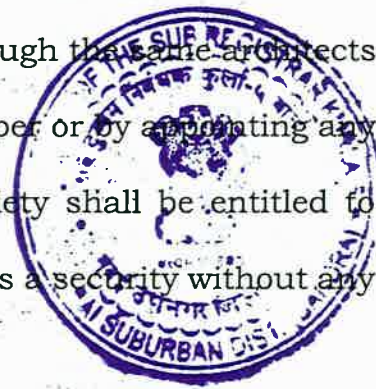
22. TERMINATION AND STEP IN:

22.1 If the Developer fails to obtain the Occupation Certificate in respect of the New Building and/or to handover possession of the duly completed Members' New Flats together with all amenities within 42 (Forty Two) months, (Subject to Force Majeure) from the date of obtaining commencement certificate, then in such an event the Society shall send a written notice to the Developer calling upon the Developer to give

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RDK	B-16	B-17	B-18	B-19	B-20	B-21	B-22	B-23	B-24	B-25	B-26	B-27	B-28	B-29	B-30

reasons for such delays within a period of 45 (Forty Five) days from receipt of the notice by the Developer. In the event the Developer is not able to complete the construction within the said notice period of 45 (Forty Five) days then the Society shall be entitled to forthwith suspend temporarily all the rights granted to the Developer hereunder and under the Power of Attorney. The Society shall take over balance construction of the New Building in such a manner as to enable completion in all respects of the Existing Members' New Flats in the manner stated hereinbelow in the New Building pertaining to Existing Members Flat either through the same architects and contractors that may have been appointed by the Developer or by appointing any other architect or contractor and for this purpose the Society shall be entitled to dispose of the said One reserved Flats lying with the Society as a security without any hindrance or objection from the Developer.

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22.2 Immediately upon the Society notifying the Developer of the suspension of its right in terms of Clause 21.2; joint measurements shall be taken of the works executed by the Developer and materials and equipment of the Developer on site in the presence of the Architects of the Developer and PMC of the Society. The amounts realized by way of disposing off the said two Reserved Flat shall be deposited in separate bank account and in the course of taking over such redevelopment the Society shall be entitled to utilize the such amounts for the purpose of completing the balance construction of the Members' New Premises in the New building and for making payment or reimbursement of the monthly displacement compensation. If there is any excess balance remaining after utilising the sale proceeds from the two flats to complete the Members' New Premises in the New building and for making payment or reimbursement of the monthly displacement compensation and other outgoings /taxes due and expense to obtain part occupation certificate, then the said excess amounts shall be paid by the Society to the Developer. However, if expense incurred by the Society in the course of completing the construction of the New Building exceed the sale proceeds of the two flats (hereinafter called the "deficient amounts"), then the



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Society shall be entitled to recover the deficient amounts from the Developer and the Developer shall be obligated to pay the same to the Society, as certified by the PMC and Developer's architect jointly. The Developers shall immediately further earmark

such unsold area from the Developers Saleable Portion/its receivables from its purchasers for the already sold area to recover the said deficient amounts. The Developer agree that the Society shall not in any event be responsible for the completion of the Developers' Sale portion and/or be liable for any obligation towards the prospective purchasers of the Developers' Saleable Component and it is clarified that during the suspension of the Developer's rights, the Society shall have no entitlement to the Developers' Saleable Component and/or the Car Park Spaces earmarked for allocation to prospective purchasers of Saleable Component and/or to create any third party rights in respect thereof save and except as provided hereinabove.

22.3 However, after the completion of the work of Members' new Premises, the Developer shall be entitled to complete such portions of the New Building as have remained to be finished including internal finishes, etc. of the flats comprised in the Saleable Component and thereafter deal with the Saleable Component of the New Building in terms of this Agreement.

22.4 It is specifically made clear that disposing of the Lien Flats shall not mean termination of this Agreement in favour of the Developer but it only temporarily suspends the rights of the Developer in terms hereof.

22.5 It is expressly clarified that the Society shall not be taking over the duties and obligations of the Developer towards the prospective purchasers of the Sale Component and the same continue to be that of the Developer and any action for breach of contract/ trust or any other action whatsoever by the prospective purchasers of the Sale Component in connection with the non-completion of the Sale Component shall lie solely against the Developer and not the Society and/or its Existing Members.

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any willful delay and/or default

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then the Society shall, without

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ble under the law, be entitled to

Any notice required to be sent to the Developers shall be sent by Registered / Speed Post A/D, Courier or delivered by hand at:

**Unit No.1, Ground Floor, Plot No.32-33, TPS-1, Velji Shivji Wadi, Hingwala Lane,
Ghatkopar (East), Mumbai-400077.**

Any notice required to be sent to the Society pursuant to this Agreement shall be sent by Registered / Speed Post A/D, Courier or delivered by hand at: **307, Manratna Business Park, Tilak Road, Ghatkopar East, Mumbai 400077.**

In case there is any change in address, Email ID or mobile number of any one of the Parties hereto, then the same shall be intimated in writing to the other Party failing which the addresses mentioned hereinabove shall be considered good for sending notices.

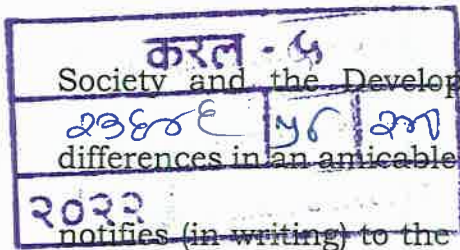
25. DISPUTE RESOLUTION AND JURISDICTION

In the event any dispute or difference arises between the Society and the Developer in the matter of existence, interpretation or implementation of this Agreement, the Power of Attorney and/ or any related or incidental documents or any part thereof, the

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RDK	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8	B-9	B-10	B-11	B-12	B-13	B-14	B-15

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Society and the Developer shall firstly endeavour to resolve such disputes or differences in an amicable manner within 30 days from the date that one of the parties notifies (in writing) to the other Party of the existence of such disputes or differences

and calls upon the other Party to hold discussions/dialogues for resolving the same.

In the event such disputes or differences are not resolved within the said period of 30 days, the Parties shall jointly appoint a sole arbitrator upon expiry of 30 days, who shall act as the presiding arbitrator, to resolve the aforesaid disputes and differences.

Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendment or re-enactment thereof for the time being in force. The arbitration proceedings shall be held at Mumbai and the

language of the proceedings shall be English. The Arbitrator/s shall have summary powers and be entitled to give interim directions and awards from time to time. The award/s of the Arbitrator/s shall be reasoned and given in writing and shall be final

and binding upon the Society (for itself, and for and on behalf of all its Members) and the Developer. The liability of any of the parties to bear costs of the Arbitration proceedings shall be decided by the Arbitrator. Till then, the Society and the Developer shall bear the Arbitration costs, in equal shares.

Courts in Mumbai alone shall have the exclusive jurisdiction in respect of this Agreement.

26. This Agreement supersedes all documents and writings (if any) executed/exchanged between the Parties hereto in respect of the subject matter hereof. No additions, alterations or amendments to any of the terms, conditions and provisions mentioned herein, shall be valid, operative, effective, binding upon or enforceable against any of the Parties hereto unless the same are recorded in writing and signed by both the Parties hereto.

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THE FIRST SCHEDULE OF LAND REFERRED TO HEREINABOVE

All that piece and parcel of Land bearing Final Plot No./ CTS No. being TP Scheme 3-353/21 (previously numbered as C.T.S. No. 5743/21) Ghatkopar admeasuring 1104.40 Sq. Mtrs. of Village Ghatkopar Kirol lying and situated at Garden Avenue Road, Off R.B. Mehta Road, Ghatkopar within the Registration District of Suburban Mumbai and bounded as follows:

To the North: Building, Neelkanth Chhaya CHS (CTS No 363/48)

To the South: Road, Garden Avenue Lane

To the East: Building, Parmeshwar CHS (CTS No 353/20

To the West: Building, PGD Manor Chandni CHS (CTS: No. 353/22)

SIGNED AND DELIVERED by the

within named SOCIETY

JAYANTHI CO-OPERATIVE HOUSING SOCIETY]

Through its Office Bearers

Mr. Anil Bhayani

Chairman

Mr. Rajesh Mall

Secretary

Mr. Manish Doshi

Treasurer

In presence of

1. Manil Potadic Mani

2. ROMAN GAIKWAD

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RDK	B-1	B-2	B-3	B-4	B-5	B-6	B-7	B-8	B-9	B-10	B-11	B-12	B-13	B-14	B-15

23/08	20/20
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within named DEVELOPERS

M/S RDK CONSTRUCTIONS

Through Its Partners

1. Nitin P. Kamdar

N P Kannada

2. Rakesh R. Kanani

R.R. Kanani



within named MEMBERS

FLAT NO.	NAME OF THE MEMBER AND SIGNATURE	LEFT THUMB	PHOTO
A-1	 MRS. REMADEVI PRABHAKARAN		

[illegible]