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11/4/23		

GRN NO : MH0004635802023246
 Defence NO : 0000233460202324 - Dt. 11/4/23

M.V. = Rs. 840.14.000/-
 Area = 687.5 sq. mtr.

Certificate No. 32 (1) of the Bombay
 Stamp Act, 1958
 Office of the
 Collector of Stamps, Kurla
 ADJ No. 1100901/188/23/K/314
 Date 11/4/2023

Received from M/S. Shree Krishna Homes Pvt. Ltd.

Stamp duty of Rs. 4200700/- Forty two
 - lacs seven hundred only

Value declared as 9000000/- Dated 11/4/23

Certified under Section 32 (1) of the
 Bombay Stamp Act, 1958 that the full duty
 of Rs. 4200700/- forty two lacs seven hundred only
 with which this instrument is chargeable
 has been paid article No. 5(a)

This Certificate is subject to the provisions
 of section 53-A of Bombay Stamp Act, 1958
 Place Kurla
 Date 11/4/23

Collector of Stamps
 Kurla



हे मंडळी, मी या प्रमाणपत्रावर (१९५८) बसलेल्या
 करालाच्या निषेधाच्या विनियमांनुसार याचे, यातून याचा
 भाग कोणीही या कोणी अधिकार-वाचपूर दाखवू
 नसल्यास, कोणीही कोणीही १९०८ च्या अधिनियमाच्या
 तरतुदींनुसार कोणी अधिकारी यात कोणीही कार्यवाही
 करणार नाही.

DEVELOPMENT AGREEMENT

for
 DEVELOPMENT AGREEMENT ("Agreement") made and executed at
 Mumbai this 12th day of April, 2023,

BETWEEN

(1) **SMT. JYOTI VIJAY MUNDLE** (PAN NO. AAHPM7156L) [AADHAR NO. 6817 4248 1999] of Mumbai Indian Inhabitant residing at Suyog, Plot No. 215-216A, D. K. Sandu Marg, Chembur, Mumbai 400071 ["the said Jyoti"], (2) **MR. KUNAL VIJAY MUNDLE** (PAN NO. AISPM7904M) [AADHAR NO. 4976 6844 0247] of Mumbai Indian Inhabitant residing at Suyog, Plot No. 215-216A, D. K. Sandu Marg, Chembur, Mumbai 400071 ["the said Kunal"], (3) **MRS. GAURI SUDHIR DOLE**

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[**NEE MS. GAURI VIJAY MUNDLE**] (PAN NO. AGHPD9668A) of United Kingdom residing at Flat No. 9, 6-8 Rodney Court, Maida Vale, W9 1TQ, United Kingdom [the said Gauri], through her constituted attorney Mr. Kunal Vijay Mundle under a Power of Attorney dated November 22, 2022,

(4) **MR. PRADEEP SHANKAR MUNDLE** (PAN NO. AADPM7412M) [AADHAR NO. 8755 7149 9979] of Mumbai Indian Inhabitant residing at Suyog, Plot No. 215-216A, D. K. Sandu Marg, Chembur, Mumbai 400071 [the said Pradeep], (5) **MR. GAUTAM PRADEEP MUNDLE** (PAN NO. CNFPM3780H) [AADHAR NO. 2111 0210 2334] of Mumbai Indian Inhabitant residing at Suyog, Plot No. 215-216A, D. K. Sandu Marg, Chembur, Mumbai 400071 [the said Gautam], (6) **MR. SHASHANK SHANKAR MUNDLE** (PAN NO. AADPM6675N) [AADHAR NO. 5310 6021 8578] of Mumbai Indian Inhabitant residing at Suyog, Plot No. 215-216A, D. K. Sandu Marg, Chembur, Mumbai 400071 [the said Shashank] AND (7) **MR. SIDDHARTH SHASHANK MUNDLE** (PAN NO. AMWPM5811N) [AADHAR NO. 9411 9470 1684] of Mumbai Indian Inhabitant residing at Suyog, Plot No. 215-216A, D. K. Sandu Marg, Chembur, Mumbai 400071 [the said Siddharth], hereinafter collectively called as the "OWNERS" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the ONE PART.

AND

MESSRS. SHREE KRISHNA HOMES PRIVATE LTD., [PAN NO. AAMCS2603J] [CIN U45400MH2008PTC177548] a company incorporated under the provisions of the Companies Act, 1956 and deemed to be existing under the provisions of the Companies Act, 2013 having its registered office at Plot No. 148, Sindhi Society, Chembur, Mumbai 400071, hereinafter called "the DEVELOPER" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

The Power of Attorney dated November 22, 2022 executed by Mrs. Gauri Sudhir Dole is attested by the Vice Consul, Consulate General of India, London on November 22, 2022 while its execution by Mr. Kunal Vijay Mundle has been notarized on 24th December 2022. The said Power of Attorney is annexed hereto as **Annexure A**.

WHEREAS:-

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- a. Under an Agreement in Form HH dated 15th January 1945, made between the District Deputy Collector, Bombay Suburban District of the One Part and Professor Ganesh Bhaskar Jathar [said Jathar], the District Deputy Collector, Bombay Suburban District granted to the said Jathar on the terms and conditions therein contained and at or for the consideration therein mentioned the pieces or parcels of land bearing Plot Nos. 215 and 216 of Suburban Scheme No. III of Chembur admeasuring 1,764 square yards in the aggregate (hereinafter referred to as "the said Larger Piece of Land").
- b. Possession of the said Larger Piece of Land was taken over by the said Jathar on 22nd January 1945 as is recorded in Form KK dated the same day signed by the District Deputy Collector, Bombay Suburban District.
- c. Prior to 1957, the said Jathar sub-divided the said Plot Nos. 215-216 into a sub-divided Plot being 215-216A and another Plot being 215-216B.
- d. In this background when the City Survey was carried out in the Mumbai Suburban District, a separate City Survey Property Register Card was issued in respect of each of the sub-divided plots and Plot No. 215-216A came to be assigned CTS No. 1031 of village Chembur.
- e. The land bearing Plot No. 215-216A and bearing CTS No. 1031 of village Chembur is the subject matter of this Agreement, which is more particularly described in the Schedule hereunder and which is hereinafter referred to as "the said Land". As per the City Survey Property Register Card the area of the said Land is 687.5 square metres.
- f. Vide Deed of Conveyance dated 5th September 1957 made between the said Jathar as the Vendor of the One Part and Mrs. Sudhabai Shankar Mundle [alias Mrs. Sudhabai Shankar Mundale] [said Sudhabai] as the Purchaser of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6264 of 1957, the said Jathar sold transferred conveyed and assigned to the said Sudhabai the said Land for the consideration and on the terms and conditions more particularly set out therein.
- g. Vide Declaration dated 10th September 1957 executed by the said Jathar, which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6265 of 1957, the



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Vide Declaration dated 10 th September 1957 executed by Mr.		

said Jathar recorded certain declarations and representations relating to the said Land in order to confirm the title of the said Sudhabai.

Vide Declaration dated 10th September 1957 executed by Mr. Kshitish Ganesh Jathar [being the son of the said Jathar], which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6266 of 1957, Mr. Kshitish Ganesh Jathar recorded certain declarations and representations relating to the said Land in order to confirm the title of the said Sudhabai.

- i. In due course of time the said Sudhabai constructed on the said Land a building having ground plus two upper floors known as 'Suyog' and one closed garage which she occupied along with her family. The said building and the closed garage are more particularly described in the Schedule hereunder and hereinafter collectively are referred to as "the said Structures".
- j. The said Land and the said Structures are hereinafter collectively referred to as "the said Property" which is subject matter of this Agreement.
- k. Vide Deed of Gift dated 18th June 2004 made between the said Sudhabai as the Donor of the One Part and Mr. Vijay Shankar Mundle ["said Vijay"] as the Donee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. BDR-3-5233 of 2004, the said Sudhabai gifted to the said Vijay the entire first floor of the said building 'Suyog' ["the First Floor Premises"] out of natural love and affection, the Donee being her son.
- l. Vide Deed of Mortgage dated 28th February 2005 made between the said Vijay as the Mortgagor of the One Part and M/s Citifinancials as the Mortgagee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. BDR-13-01509 of 2005, the said Vijay mortgaged the First Floor Premises in favour of M/s Citifinancials in order to secure repayment of certain credit facilities availed by the said Vijay.
- m. In these circumstances, the said Vijay died intestate at Mumbai on 6th August 2005 leaving the said Sudhabai, the said Jyoti, the said Kunal and the said Gauri, being his mother, widow, only son and only daughter respectively as his only heirs and legal representatives as per the Hindu Succession Act, 1956, who thus inherited the First Floor Premises as co-owners and as tenants-in-common, each having an equal undivided share therein.

n. Each of the said Sudhabai, the said Jyoti, the said Kunal and the said Gauri thus came to hold a 1/4th undivided share in the First Floor Premises.

o. Thus, during her lifetime the said Sudhabai was the absolute owner of the following:

A. The said Land; and

B. The said Structures except 3/4th undivided share in the First Floor Premises.

p. The said Sudhabai died on 23rd October 2006 at Mumbai.

q. She was survived by the following persons who would have been her only heirs and legal representatives as per the Hindu Succession Act, 1956 in case of intestate succession:

A. Mr. Ajit Shankar Mundle: Son

B. Mr. Pradeep Shankar Mundle: Son

C. Mr. Shashank Shankar Mundle: Son

D. Smt. Jyoti Vijay Mundle: Widow
deceased son

E. Mr. Kunal Vijay Mundle: Son of a pre-
son

F. Ms. Gauri Vijay Mundle: Daughter of a pre-
deceased son

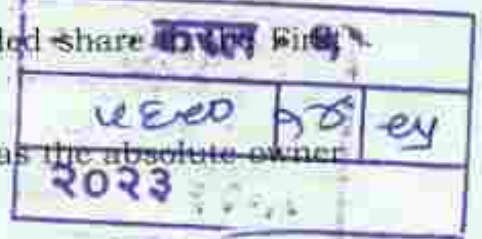
Mr. Shankar Krishna Mundle, being the husband of the said Sudhabai had pre-deceased her on 16th June 2006.

s. The said Sudhabai left her Last Will and Testament dated 7th September 2006 which was duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. BDR-13-8231 of 2006. Under the said Last Will and Testament, the said Sudhabai made the following bequests subject to the conditions mentioned in the said Last Will and Testament:

A. The entire residential carpet area of 183.19 square meters equivalent to built-up area of 219.828 square meters constituting the second floor of the building "Suyog" ["Second Floor Premises"] along with proportionate undivided share in the said Land to the said Pradeep;

B. Out of the balance unutilized floor space index of the said Land, floor space index of 900 square feet was bequeathed to the said Pradeep;

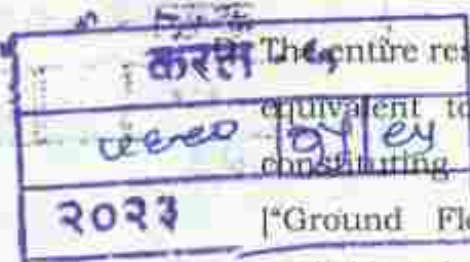
C. 1/8th undivided share in the First Floor Premises along with proportionate undivided share in the said Land was bequeathed to the said Pradeep;



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Handwritten signatures and initials at the bottom center, including 'Kunal' and 'Kunal'.

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The entire residential carpet area of 189.12 square meters equivalent to built up area of 226.94 square meters constituting the ground floor of the building "Suyog" ["Ground Floor Premises"] along with proportionate undivided share in the said Land to the said Shashank;

E. Out of the balance unutilized floor space index of the said Land, floor space index of 900 square feet was bequeathed to the said Shashank;

F. The closed garage forming part of the said Property was bequeathed to the said Shashank;

G. 1/8th undivided share in the First Floor Premises along with proportionate undivided share in the said Land was bequeathed to the said Shashank;

H. Subject to the above, the said Land was bequeathed to all owners of premises in the said Structures in proportion to the carpet area of their respective premises which would include the said Jyoti, the said Kunal and the said Gauri to the extent of their respective 1/4th undivided share in the First Floor Premises.

I. On the basis of the bequests set out above, the said Land admeasuring 687.5 square meters came to devolve upon the said Pradeep, the said Shashank, the said Jyoti, the said Kunal and the said Gauri as follows:

A. The said Pradeep: 39.48%: 271.425 square meters

B. The said Shashank: 43.09%: 296.243 square meters

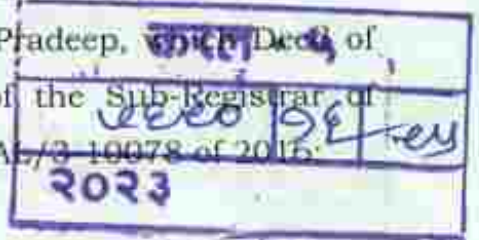
C. The said Jyoti, the said Kunal and the said Gauri: 17.43%: 119.83 square meters

u. Mr. Chandrashekhar Shrikrishna Sathe was one of the executors appointed under the said Last Will and Testament dated 7th September 2006.

v. On 29th July 2010 the Bombay High Court granted probate in respect of the Last Will and Testament dated 7th September 2006 of the said Sudhabai in Testamentary Petition No. 1066 of 2007 to the said Mr. Sathe.

w. Under the said Last Will and Testament dated 7th September 2006, the said Sudhabai did not bequeath any rights or share in the said Property to her son Ajit. However, a certain monetary bequest was made in his favour, which amount was paid to him by the said Mr. Sathe out of the estate of the said Sudhabai and which was acknowledged by Mr. Ajit Shankar Mundle by signing a Declaration dated 6th September 2016 which was duly notarized.

- x. Vide Deed of Transfer dated 23rd December 2016, the said Mr. Sathe transferred the following to the said Pradeep, which Deed of Transfer is duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. KARAL/3-10078 of 2016.



- A. The Second Floor Premises;
 - B. Floor space index of 89.50 square meters out of the balance unutilized floor space index of the said Land;
 - C. 1/8th undivided share in the First Floor Premises; and
 - D. 271.425 square meters undivided share in the said Land.
- y. Vide Deed of Transfer dated 23rd December 2016, the said Mr. Sathe transferred the following to the said Shashank, which Deed of Transfer is duly registered at the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No. KARAL/3-10079 of 2016.
- A. The Ground Floor Premises;
 - B. Floor space index of 89.50 square meters out of the balance unutilized floor space index of the said Land;
 - C. The closed garage forming part of the said Property;
 - D. 1/8th undivided share in the First Floor Premises;
 - E. 296.243 square meters undivided share in the said Land.



- z. Vide Gift Deed dated 3rd October 2022 made between the said Pradeep as the Donor of the One Part and the said Gautam as the Donee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KARAL/1-18036 of 2022, the said Pradeep has gifted to the said Gautam 50% undivided share right title and interest in the Second Floor Premises.



- aa. Vide Gift Deed dated 3rd October 2022 made between the said Shashank as the Donor of the One Part and the said Siddharth as the Donee of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KARAL/1-18035 of 2022, the said Shashank has gifted to the said Siddharth 50% undivided share right title and interest in the Ground Floor Premises.

- bb. Vide Deed of Transfer dated 10th March 2023, the said Mr. Sathe transferred to the said Jyoti, the said Gauri and the said Kunal 119.83 square metres i.e. 17.43% undivided share right title and interest in said Land, which Deed of Transfer is duly registered at the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. KRL/1-4890 of 2023.

- cc. While the names of the said Pradeep and the said Shashank have been added on the City Survey Property Register Card in respect of

h
Pradeep
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Gauri
Kunal
Kunal

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mutation, etc.
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the said Land in place of the said Sudhabai vide appropriate mutation, etc. same is yet to be done for entering the names of the said Jyoti, the said Kunal and the said Gauri ["Mutation"].

dd. While the entire amount due and payable to M/s Citifinancials has been repaid, the execution and registration of a Deed of Reconveyance has remained.

ee. M/s Citifinancials has now merged into IDFC First Bank Limited.

ff. IDFC First Bank Limited is in the process of executing and registering a Deed of Reconveyance in favour of the said Jyoti, the said Gauri, the said Kunal, the said Pradeep and the said Shashank for the purpose of reconveying the First Floor Premises to the said persons ["Deed of Reconveyance"].

gg. In these circumstances subject to execution and registration of the Deed of Reconveyance, the Owners herein are absolutely seized and possessed of and otherwise well and sufficiently entitled to the said Property as co-owners and as tenants-in-common thereof.

hh. The Owners now intend to demolish the said Structures and to construct a new structure in their place on the said Land, as per building plans to be sanctioned by the Municipal Corporation of Greater Mumbai ("MCGM") by utilizing the entire and maximum development potential of the said Land as per the provisions of the Development Control and Promotion Regulations, 2034 as they stand as on the date of this Agreement.

ii. For want of funds, manpower and expertise, the Owners are unable to so develop the said Property and hence have been on the look out for a suitable developer who would carry out the said development of the said Property.

jj. The Developers have offered to carry out the said development of the said Property as desired by the Owners.

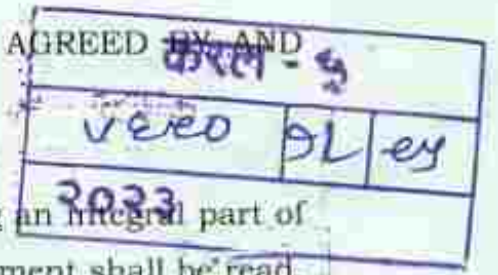
kk. The Owners have agreed to grant to the Developers the right to develop the said Property [including all such rights as would be required for demolishing the said Structures, utilizing the development potential of the said Land to construct a new structure, to get the plans approved, to sell the premises in the new structure and to eventually form a cooperative housing society] and the Developers have agreed to acquire the said development right for the consideration and on the terms and conditions hereinafter mentioned.







NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:



1. The foregoing recitals shall be treated as forming an integral part of the operative part of this Agreement & this Agreement shall be read, understood & construed accordingly.
2. The Owners have by common consensus decided that all benefits to arise out of the redevelopment of the said Property shall be shared between them in the following proportion:

Names	Share
Smt. Jyoti Vijay Mundle	
Mr. Kunal Vijay Mundle	
Mrs. Gauri Sudhir Dole	1/3rd
Mr. Pradeep Shankar Mundle	1/6th
Mr. Gautam Pradeep Mundle	1/6th
Mr. Shashank Shankar Mundle	1/6th
Mr. Siddharth Shashank Mundle	1/6th



3. The said Jyoti, the said Kunal and the said Gauri expressly hereby acknowledge agree and confirm that the said Pradeep and the said Shashank have agreed to the said Jyoti, the said Kunal and the said Gauri collectively being entitled to 1/3rd undivided share in the benefits to arise out of the redevelopment of the said Property under this Agreement despite the actual collective entitlement of the said Jyoti, the said Kunal and the said Gauri being less than 1/3rd as set out in the Recitals of this Agreement above, only and only on the understanding that the redevelopment of the said Property will be undertaken by the Developer herein as per the terms set out herein.

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The Owners hereby declare as under subject to execution and registration of the Deed of Reconveyance in respect of the First Floor Premises:

- that the Owners are the absolute and exclusive owners of the said Property;
- that except the Owners, there is no other person interested in any other manner whatsoever in any portion of the said Property;
- that the Owners are in exclusive physical possession of the said Property and that no other person is in possession, use and occupation of any part thereof;
- that the Owners have good right, full power and absolute authority to grant to the Developers the development rights in respect of the said Property in accordance with the terms hereof;
- that prior to execution hereof the Owners have not granted or agreed to grant to any person any right to carry out any development / additional construction on the said Property or any part thereof;
- that there is no outstanding encumbrance, mortgage, charge, lien, notice of requisition, acquisition, set back or outstanding interest or claim by any person or charge in respect of the said Property or any part thereof and that the said Property is not the subject matter of any pending dispute, litigation or attachment either before or after judgment;
- that the owners shall make out clear and marketable title to the said Property free of all reasonable doubts and encumbrances;
- that the said Land is demarcated and surveyed and there is no dispute as to the boundary of the said Land. If any dispute arises in relation to any boundary of the said Land, then the same shall be solved by the Owners entirely at their own costs;
- that there are neither any suits/nor any proceedings nor any lis-pendens or other notice or any attachment either before or after judgment pending in respect of the said Property or any part thereof whereby the development rights proposed to be granted to the Developer in respect of the said Property are in anyway affected or jeopardized. In case any



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Proceedings / Orders are filed / passed after the ~~date~~ this Agreement in connection with the title to the said Property or the possession of the said Property or any part thereof, the Owners shall get the Proceedings / Orders settled or disposed of or set aside entirely at their own cost, effort and consequence;

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j. that the Owners have not received any notice under provisions of the Maharashtra Regional Town Planning Act, The Mumbai Municipal Corporation Act, The Urban Land (Ceiling & Regulation) Act, 1976, the Epidemic Diseases Act or under any other statutory enactment or from any public body for requisition for any work to be done on the said Land;

k. that there are no Estate Duty, Wealth Tax, Gift Tax, Municipal Property Tax, NA Tax or other taxation proceedings whether for recovery or otherwise initiated by any Taxation Authorities or local Authorities or Government Authority pending whereby the Owners to deal with the said Property are in any way affected;



l. That the Owners have handed over to the Developer copies of such plans and approvals that they had in their possession relating to the said Structures; and

m. that the Owners have not granted any right of way or any pre-emptive rights to any person or party over the said Land in any manner whatsoever.

5. The Owners hereby grant the Developer the development rights and do hereby appoint the Developers to develop the said Property more particularly described in the Schedule hereunder written by demolishing the said Structures and then constructing on the said Land the New Building i.e. the proposed multi-storeyed building having an automated car parking system and fourteen upper floors, such that each floor has one residential premises having four bed rooms, hall and kitchen, by utilizing the entire presently permissible development potential of the said Land [by whatever name called and permissible at present and whether permitted to be used free of premium or on payment of the premium or otherwise] including but not limited to the basic zonal floor space index ["FSI"], premium FSI, compensatory fungible FSI, transferable development rights ["TDR"], incentive floor space index under Regulation 33(7)(B) if

[Handwritten signatures and initials: Kunal, Anurag, Be, Kunal, and others]

available/applicable and road width related TDR as per the Development Control and Promotion Regulations, 2034 ["DCPR"] as stand as on the date of this Agreement, which as on the date of this Agreement is an aggregate development potential of 2,042 square metres [excluding the areas which are not counted in FSI] ["Total Development Potential"]. All parking slots in the automated car parking system shall be of an identical size and shall be of such specification that each of them is able to accommodate a car weighing 2.5 tonnes. The said development of the said Property shall be carried out by the Developers at their own risk and costs and in accordance with the building plans which are annexed hereto as **Annexure B**. The Developer shall also be permitted to construct all such other areas as are permitted to be constructed without being counted in the calculation of the floor space index as per the provisions of the DCPR and the applicable law. The Developer shall get the plans in respect of the Retained Premises [as defined below] sanctioned by the building proposal department of the Municipal Corporation of Greater Mumbai ["MCGM"] [including loading such development potential out of the Total Development Potential as may be required in order to obtain such sanction] before the Owners are called upon to hand over the vacant physical possession of the said Structures to the Developers for demolition. The New Building shall not have any commercial premises.

6. The development of the said Property shall not be undertaken under Regulations 33(11), 33(12) and 33(20) of the DCPR under any circumstances.
7. In consideration of the Owners granting to the Developers the right to develop the said Property as set out in this Agreement including (i) the right to utilize the Total Development Potential and (ii) the right to sell the Free Sale Premises [as defined below] and the right to appropriate the sales proceeds of such Free Sale Premises, the Developer shall construct, entirely at its costs, and shall handover to the Owners free of costs and on ownership basis 45% of (A) the total built up area permitted to be constructed on the said Land in utilization of the Total Development Potential and (B) corresponding areas permitted to be constructed free of floor space index, in the form of the following residential premises in the New Building [collectively "the Retained Premises"]:

a. One residential premises having four bed rooms, hall, kitchen and four attached bath rooms cum toilets, having usable carpet area of 1,472 square feet (RERA carpet area of 1,478 sq. ft. and additional 54 sq. ft. dry area totalling to 1,532 sq.ft.) equivalent to built-up area of 1,642 sq. ft. on the first habitable floor annexed hereto as Annexure B along with two car parking spaces in the automated car parking system in the New Building To be allotted to Mr. Shashank Shankar Mundle;

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b. One residential premises having four bed rooms, hall, kitchen and four attached bath rooms cum toilets, having usable Carpet Area of 1,472 square feet (RERA carpet area of 1,478 sq. ft. and additional 54 sq. ft. dry area totalling to 1,532 sq.ft.) equivalent to built-up area of 1,642 sq. ft. on the second habitable floor annexed hereto as Annexure B along with two car parking spaces in the automated car parking system in the New Building: To be allotted jointly to Smt. Jyoti Vijay Mundle, Mr. Kunal Vijay Mundle and Mrs. Gauri Sudhir Dole;



c. One residential premises having four bed rooms, hall, kitchen and four attached bath rooms cum toilets, having usable Carpet Area of 1,472 square feet (RERA carpet area of 1,478 sq. ft. and additional 54 sq. ft. dry area totalling to 1,532 sq. ft.) equivalent to built-up area of 1,642 sq. ft. on the third habitable floor annexed hereto as Annexure B along with two car parking spaces in the automated car parking system in the New Building: To be allotted to Mr. Pradeep Shankar Mundle;

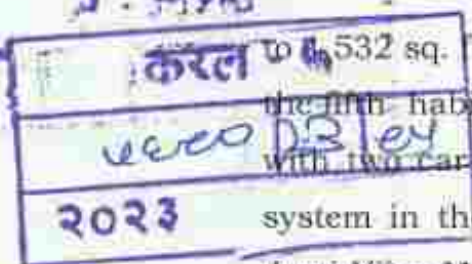
d. One residential premises having four bed rooms, hall, kitchen and four attached bath rooms cum toilets, having usable Carpet Area of 1,472 sq.ft. (RERA carpet area of 1,478 square feet and additional 54 sq. ft. dry area totalling to 1,532 sq. ft.) equivalent to built up area of 1,642 sq. ft. on the fourth habitable floor annexed hereto as Annexure B along with two car parking spaces in the automated car parking system in the New Building: To be allotted to Mr. Gautam Pradeep Mundle;

e. One residential premises having four bed rooms, hall, kitchen and four attached bath rooms cum toilets, having usable Carpet Area of 1,472 square feet (RERA carpet area of 1,478 square feet and additional 54 sq. ft. dry area totalling



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to 1,532 sq. ft.) equivalent to built-up area of 1,642 sq. ft. on the fifth habitable floor annexed hereto as Annexure B along with two car parking spaces in the automated car parking system in the New Building: To be allotted jointly to Smt. Jyoti Vijay Mundle, Mr. Kunal Vijay Mundle and Mrs. Gauri Sudhir Dole; and

- f. One residential premises having four bed rooms, hall, kitchen and four attached bath rooms cum toilets, having usable Carpet Area of 1,472 square feet (RERA carpet area of 1,478 sq. ft. and additional 54 sq. ft. dry area totalling to 1,532 sq. ft.) equivalent to built-up area of 1,642 sq. ft. on the ninth habitable floor annexed hereto as Annexure B with two car parking spaces in the automated car parking system in the New Building: To be allotted to Mr. Siddharth Shashank Mundle.

8. All parties hereby expressly agree that each party referred in Clause 7 above shall be the absolute owner(s) of the respective Retained Premises allotted to him/her/them. Such Retained Premises shall be constructed and handed over by the Developer to the concerned Owner(s) free of costs and on ownership basis in consideration of such Owner(s) having granted development rights to the Developer in respect of such Owner(s) proportionate undivided share in the said Property and its development potential.

9. In case at any time in the future up to the date of issuance of the full occupation certificate in respect of the New Building if any additional development potential [by whatever name called and whether permitted to be used free of costs or on payment of premium or any other amount (by whatever name called)] becomes available for being used in the project on the said Land on account of the amendment of the law or the DCPR or for any other reason ["Additional FSI"], the same shall belong to the Owners. If the stage at which the project has reached by then is such that it is possible to construct additional built up area in the building by utilising the entire or a portion of the Additional FSI, then the Owners may permit such part or whole of the Additional FSI to be used in the project on the basis of mutually agreeable terms and conditions. Such Additional FSI shall belong to the Owners in the same proportion as is set out in Clause 2 above.

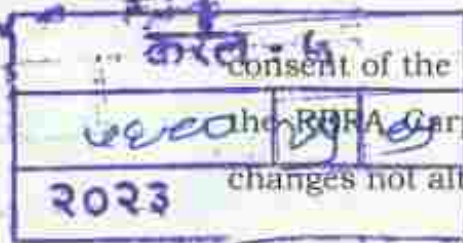
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10. The Retained Premises shall have specifications, amenities and facilities as set out in **Annexure C** hereto.

11. The Owners hereby agree to grant to the Developers the right to sell, allot and transfer in such manner as the Developer deems fit all other residential premises and parking spaces in the New Building [other than the Retained Premises] (such premises and parking spaces hereinafter referred to as the "**Free Sale Premises**") to any third parties on terms and conditions and at the price as the Developers may decide and for that purpose to enter into agreements, allotment letters or such other writings or documents as the Developer may deem fit. The Developers shall be free to appropriate to themselves the price or the consideration paid by such third party transferees of the Free-Sale Premises. The Developer shall under no circumstances be entitled to sell the parking spaces which may have been sanctioned by the MCGM as visitors' parking spaces. PROVIDED HOWEVER that any agreement so entered by the Developers in respect of the Free Sale Premises shall be on principal to principal basis and not as the agent of the Owners. The Owners shall not be liable or responsible to any such persons so far as the said consideration is concerned either for refund thereof or for any misapplication thereof.

12. The Mutation shall be completed by the Developer, entirely at its costs within one year from the date of this Agreement. The Owners shall procure the execution and registration of the Deed of Reconveyance in respect of the First Floor Premises, entirely at their costs, within 30 days from the date of this Agreement.

13. The Developer shall not be entitled to make any change in the plans of the Retained Premises as annexed hereto as **Annexure B** without seeking the prior written consent of the Owners herein. Provided that:



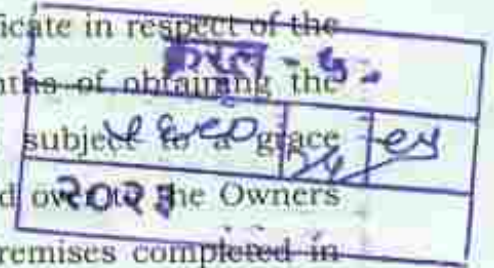
consent of the Owners subject to such changes not reducing the RPPA Carpet Area of the Retained Premises and such changes not altering the location of the Retained Premises.

14. Subject to Clause 13 above, at the request and cost of the Developers, the Owners shall from time to time make sign and execute and submit any application or plan or amendment thereof as may be prepared by the Developers for construction of the New Building on the said Land in the name of the Owners through the Architect appointed by the Developers, provided that all costs, charges and expenses including Architect's fees, deposits and other expenses whatsoever in connection therewith shall be borne and paid by the Developers alone.

15. The Developers shall appoint their own Architect and RCC Consultant for supervision of the work of construction, and shall bear and pay the entire professional charges of such Architects and RCC Consultants. The parties have agreed that Mr. Mahesh Khanolkar will be appointed as the architect for designing and planning the New Building.

16. The Developers shall at their own cost immediately after signing this Agreement, submit the plans of the New Building to the MCGM for their approval, which will be as per the plans annexed hereto as **Annexure B** and shall within 6 months from the date of this Agreement get the plans sanctioned by the building proposal department of the MCGM [to the extent of the first six habitable floors of the New Building only such that all Retained Premises are covered] as distinct and different from mere approval of concessions by the Municipal Commissioner [hereinafter referred to as "the Building Proposal Approval"], which time period shall be of the essence of this Agreement. On such Building Proposal Approval being issued the Developer shall furnish a copy of the Intimation of Disapproval and of the sanctioned plans of the New Building to the Owners. Within 30 days of receipt of a copy of the Intimation of Disapproval by the Owners, the Owners shall vacate the said Property and hand over vacant possession thereof to the Developers for demolition along with a license to enter upon the said Land ["Date of Vacating"]. Within 3 months from the Date of Vacating, the Developers will obtain Commencement Certificate in respect of the New Building. The Developers shall commence and complete the

New Building and obtain full Occupation Certificate in respect of the entire building within 27 (twenty seven) months of obtaining the Commencement Certificate from the MCGM subject to a grace period of 3 months. The Developers shall hand over the Owners vacant physical possession of the Retained Premises completed in all respects within the aforesaid period of 27 (twenty seven) months after obtaining the Commencement Certificate subject to a grace period of 3 months.



17. On the Date of Vacating, the Owners shall grant a license to the Developers to enter upon the said Land with the right:

- To put up and/or erect sign boards upon the said Land and also to issue advertisements including the advertisements in newspapers as may be deemed fit by the Developers, announcing the construction of the New Building by them on the said Land and the sale of the Free-Sale Premises thereon on ownership basis subject to provisions of the Real Estate [Regulation and Development] Act, 2016 and the Rules and Regulations framed thereunder ["RERA"].
- To continue to carry on and complete the construction of the New Building on the said Land by themselves or through any building contractor, sub-contractor or any other agent, entirely at the risk and costs of the Developers.
- To enter into in their own name Agreements for Sale of the Free-Sale Premises, to receive from such purchasers the sale price of the Free-Sale Premises, and to appropriate the same to themselves.
- To apply for and obtain in the name of the Owners, the full building occupation certificate and completion certificate.



18. The Developers hereby covenant with the Owners that they the Developers shall carry out and complete the entire development as aforesaid of the said Property at their own risk and costs, in accordance with the terms and conditions contained herein and as per the building plans to be hereinafter sanctioned by the MCGM and as per the prevailing laws, rules and regulations and shall indemnify and keep the Owners indemnified against all the costs of the said work as also all the losses that may be caused on account of any actions of the Developers including losses, damages, costs, claims or proceedings arising out of loss of life or personal injury that may occur in the course of the project.

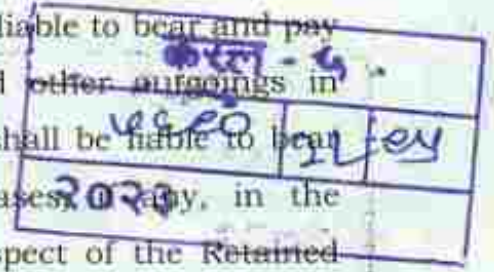
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respective premises, such purchasers shall be liable to bear and pay their proportionate share of such taxes and other outgoings in respect of their respective flats. The Owners shall be liable to bear and pay the (i) municipal taxes, (ii) increases, in the municipal taxes and (iii) all outgoings in respect of the Retained Premises from the date the Owners take over possession of the Retained Premises and copy of the full occupation certificate in respect of the New Building is provided to the Owners. In case any of the flats / area in the Free-Sale Premises remain unsold, the Developer shall be liable to bear and pay the Municipal Taxes and all other outgoings in respect of the unsold flats / area in the Free-Sale Premises.



23. It is expressly agreed that the Developer shall entirely be liable to pay all amounts payable to the State of Maharashtra through the Collector [Mumbai Suburban District], by whatever name called [including the associated expenses], for the purpose of getting the tenure of the said Land corrected / converted from 'B-1' to 'C' prior to procuring the full Occupation Certificate for the New Building, whether as per provisions of the Government Resolution dated 3rd August 2019 bearing Ref No. Land-2619/Pra.Kra.19/Ja-3 or otherwise under any other Government Resolution. The aforesaid correction / conversion of the tenure shall be done by the Developer prior to issuance of the full occupation certificate in respect of the New Building.



24. It is hereby expressly agreed and declared that Owners shall be liable and responsible for paying to the Collector, Mumbai Suburban District, such premium or other amount as may be demanded by the Collector, Mumbai Suburban District, and/or the State Government on account of the transfer of the said Land by the said Jathar in favour of the said Sudhabai.

25. The Developers shall ensure that the Agreement for Sale (in accordance with RERA) to be entered into by the Developers with prospective purchasers of the Free-Sale Premises shall not have any provisions that are inconsistent with the provisions of this Agreement. A draft of such Agreement for Sale shall be shared with the owners before uploading the same on the RERA Website and before executing the same with the first purchaser of a Free Sale Premises.

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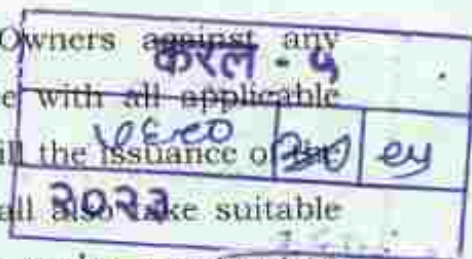
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The Developers shall install new elevators of reputed brands and other equipment and use only quality materials for the construction of the said New Building. The Developers hereby assure and guarantee that there would be no seepage, dampness, leakage from the external walls, terrace, sunken slabs, parapet, flower beds, dry balconies, ducts and water tanks (underground and overhead) and terrace for a period of 5 years/5 monsoons whichever is later from the date of Full Occupation Certificate and in case of any such leakage/seepage, etc., the Developers shall, at their sole costs and expenses, rectify the same to the satisfaction of the Owners and the cooperative society, as and when formed ["the said Society"]. Any such repairs to rectify the same will be totally at the cost of the Developers for the period of 5 years or 5 monsoons, whichever is later, from the date of the Full Occupation Certificate. Provided that the damage has not been caused by acts of negligence of the residents or as a result of any interior work or structural change or breaking of walls, installation of equipment, etc. carried out by the residents. The overall guarantee/warranty period (defect liability period) for the entire redevelopment work including the entire said New Building and for all the allied structures shall be (5) Five English calendar years or (5) Five monsoons, whichever is later, from the date of Full Occupation Certificate and this guarantee/warranty shall include all works done by the Developers including flooring, painting, plumbing, electrification, etc. as per RERA. Any repairs to rectify the defects during the above said guarantee/warranty periods shall be totally at the cost of the Developers. PROVIDED HOWEVER if such defect is due to any negligent act and/or unauthorized alteration/modification carried out in the flats or any of them and/or normal wear and tear, vagaries of nature, the Developers shall not be liable to rectify the said defect. All the warranties to the aforesaid effect received from the manufacturers/contractors/agencies shall be forwarded by the Developers to the Owners / said Society. The safety of the workmen during execution of the project shall be the sole responsibility of the Developers. In the event of any accident the Developers alone are liable for payment of compensation. The Developers shall provide safety belts, helmets, etc. to the workmen so as to achieve real safe working conditions so that accidents can be avoided. The Developers shall alone be responsible for the liability of E.S.I.S, P. F, Workmen Compensation Act 1923, GST, TDS and all other statutory liabilities

and indemnify and keep indemnified the Owners against any liabilities stated above as also for compliance with all applicable laws in the course of execution of the project till the issuance of full occupation certificate. The Developers shall also take suitable insurance policy for the said New Building under construction during the period of construction and also for its workmen as required under law.



27. The Developers shall also pay and discharge duly and punctually all those liabilities to the building contractors, labourers, material suppliers, workmen and other employees employed by the Developers for the purpose of and incidental to the development work in terms hereof and shall also indemnify and keep indemnified the Owners from and against all actions, costs, claims and demands arising there from.



28. It is hereby agreed by the Developers to provide common terrace above the top floor in the said New Building whose area shall not be less than the footprint of the said New Building and the same along with refuge area, if any, common spaces as well as open space, visitors' car parking spaces on the said Land shall exclusively belong to the said Society [as and when formed] and its use shall be as regulated by the said Society. No hoarding/boards/cellular stations save and except to display the name of the said New Building shall be put up by the Developers. The Developers shall not sell, transfer, allot or create any right in respect of common spaces in the said New Building and the said Land. The Developers shall be entitled to display their name along with the name of the said New Building on the ground floor and at the gate of the said New Building as "SUYOG" - "A Shree Krishna Group Project".

29. The clear height of the residential flats from the unfinished upper surface of the floor to the unfinished lower surface of the floor above shall be of minimum 9 feet 9 inches. The said New Building shall be constructed as per the prevailing ISI codes and IGBC norms taking into consideration relevant seismic zone and shall be earthquake resistant and shall also be certified to be so by a qualified RCC Consultant. The grade of concrete shall be as specified by the RCC Consultant. The cement of Grade OPC - 53 shall be used for RCC structure and cement of Grade PPC - 53 shall be used for finishing work and plastering. The sand used for entire work shall be strictly

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from shells, salt, silt and other objectionable material. The silt content of the sand shall be measured on site for every truck by the representative of the Developers. The silt content shall be less than four percent (4%). The Developers shall carry out the construction of the said New Building by using top class building material and strictly under the supervision of a M.C.G.M approved Architect and Structural Engineer and by employing experienced persons in that regard. The Developers shall use appropriate construction chemicals and concrete additives to protect the reinforcement from corrosion. Reinforcement steel bars shall be of Grade Fe 500, manufactured by the manufacturer as approved by the structural engineer. Special care should be taken for proper curing and for duration of curing the National Building Code should be strictly followed. The structural designs shall be subject to scrutiny by appropriate computer software for stability, earthquake resistance, wind resistance, vertical stability etc. The Developers shall carry out soil investigation for deciding the right type of foundation, founding strata and levels. The Developers shall carry out termite treatment during foundation, structures and termite treatment should be included in the process of painting the Retained Premises before handing over the same to the Owners as well as the purchasers of flats comprised in the Free Sale Premises.

30. The Developers will hand over to the said Society, as and when formed, the contract entered into with the supplier of lifts, its maintenance and repair contract as also all the original plans, IOD, CC, structural drawings, elevation drawing, as built drawings, plans of building, details drawings for concealed plumbing and electrical wiring services etc.
31. It is agreed that all costs, charges and expenses in relation to demolition of the said Structures shall be borne and paid by the Developers. The debris and all materials of the said Structures excluding electrical fittings, Air Conditioners/Geysers will belong to the Developers. It is clarified that the Owners shall only remove their movable furniture and fixtures from their respective premises and hand over the possession of the vacant structures to the Developers for the purpose of redevelopment.

32. It is hereby expressly agreed that the Developers alone shall be liable to bear and pay the entire cost of development of the said

Property and the construction of the New Building as visualized, including the following costs, charges and expenses :-

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- (a) Cost of acquiring T.D.R.
- (b) Entire cost of construction of the New Building.
- (c) All costs, charges, expenses, deposits (whether refundable or not) in connection with sanction of building plan.
- (d) Entire premium or any other amount [by whatever name called] that may be payable to the MCGM or any other authority in respect of the compensatory fungible FSI, the premium FSI, the open space deficiency, if any, for any other reason and whether payable as on the date of this Agreement or which becomes payable in the future.
- (e) Entire cost for general development of the said property including construction of compound wall, paving on open area, construction of underground and overhead water tanks, entrance gate, lifts, cabin and toilet for watchman, water pumps, etc. in respect of the New Building, the Professional Fees of the Architect, R.C.C. consultant for the Project.
- (f) All goods and services tax / value added tax and any other tax by whatever name called that may be payable in respect of the redevelopment project.
- (g) Drainage charges to the authorities concerned till the full occupation certificate is granted in respect of the New Building.
- (h) Bills of various contractors/agencies engaged in construction work.
- (i) Bills of suppliers of building materials and all fittings and fixtures.
- (j) Wages and salaries of workmen and other engaged in construction work.
- (k) Bills for water and electricity consumed in construction work.
- (l) All charges and deposits payable to the authorities concerned for obtaining electricity and water and gas connections to the said New Building.
- (m) All penalties, deficiency, if any, that may be due and payable to the authorities concerned to get the plans passed for the said New Building on the said Property and brought to the



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2020	Any premium payable to M.C.G.M. and other Authorities for obtaining permission for construction of additional areas in the said New Building in lieu of the areas comprising in staircase, lift wells and other common areas of the said New Building. Such premiums, fines, fees, etc. shall be paid directly by the Developers.

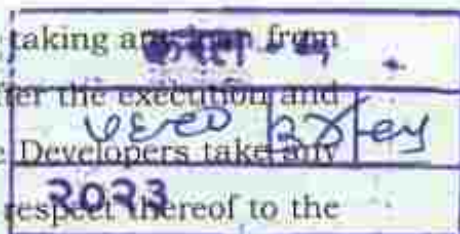
- (o) Testing charges for construction material as directed by the Structural Engineer.

The Developers shall furnish copies of all applications made on behalf of the Owners, sanctions, approvals and permissions received/obtained in connection with the development of the said Property from time to time to the Owners. The Developers shall also furnish the copies of plans after the same are approved and sanctioned in the name of the Owners along with I.O.D, Commencement Certificate showing the elevation, structural drawings and various NOCs to the Owners.

34. It is hereby agreed that in case any amounts paid by the Developers to any authority in connection with the redevelopment under this Agreement by way of deposits are refunded, then the Developers shall be entitled to such refunded amount notwithstanding that the amounts had been deposited in the name of the Owners. In order to enable the Developers to obtain the same, the Owners shall sign all the writings, applications etc. as may be required by the Developers. In the event any of such deposit is refunded directly to the Owners by such authorities, the Owners shall reimburse the same to the Developers.

35. The Developers shall finance the entire costs of construction including fees, premium, charges, deposits of all kinds to be paid to MCGM, Government body or authorities concerned. The Developers shall not create any right, title or interest of any nature whatsoever in favour of any person on the said Land and the Retained Premises or any part thereof to secure the repayment of any moneys borrowed for the redevelopment work and interests/charges thereon and do any act prejudicial to the Owners' interest. However, this provision will not preclude the Developers from taking finance on the Free-

Sale Premises and the purchasers thereof from taking any loan from financial institutions on the security thereof, after the execution and registration of this Agreement. In the event the Developers take any loan they will furnish copy of the document in respect thereof to the Owners for their record and reference and shall prior to obtaining such loan execute and deliver to the Owners an indemnity bond indemnifying the Owners against all claims, demands and losses in respect thereof. The Owners hereby agree that, after the execution and registration of this Agreement, they will execute all documents that are required to be executed for the purpose of facilitating the Developers and/or the purchasers of Free-Sale Premises to take any loan from any financial institutions on the security of the Free-Sale Premises.



36. The Developers agree and undertake that they shall not assign, encumber or transfer the benefits of this Agreement or any part thereof, without the prior written consent from the Owners.

37. The Developers hereby agree that the name of the New Building shall be decided by mutual agreement between the parties. Provided that the name shall include the word 'Suyog' in it.

38. After the Building Proposal Approval is issued by the MCGM, the Developer shall execute in favour of each Owner / group of Owners a separate Permanent Alternative Accommodation Agreement for recording the allotment of the respective Retained Premises to such Owner / group of Owners. The entire expense associated with such Agreements including the stamp duty, registration charges and Goods and Services Tax and all other expenses and taxes [by whatsoever name called and whether presently applicable or levied in the future] shall be borne by the Developer.

39. The Owners hereby represent to the Developer that:

- a. the Owners have lost and irretrievably misplaced the originals of (A) Agreement in Form HH dated 15th January 1945, made between the District Deputy Collector, Bombay Suburban District of the One Part and the said Jathar of the Other Part, (B) Form KK dated 22nd January 1945 signed by the District Deputy Collector, Bombay Suburban District; (C) Deed of Conveyance dated 5th September 1957 made between the said Jathar as the

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Vendor of the One Part and the said Sudhabai as the Purchaser of the Other Part, which is duly registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6264 of 1957, (D) Declaration dated 10th September 1957 executed by the said Jathar, which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6265 of 1957 and (E) Declaration dated 10th September 1957 executed by Mr. Kshitish Ganesh Jathar [being the son of the said Jathar], which is registered at the office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6266 of 1957; and



that they have not deposited the above listed documents with any bank or financial institution or other third party with the intention to create an equitable mortgage.

40. The Developers shall indemnify the Owners against all claims, losses, expenses, costs, damages and proceedings that the Owners may suffer or incur on account of :

- a. Failure by the Developers to comply with the applicable law while executing the redevelopment project; and
- b. Failure by the Developers to comply with the provisions of the RERA provided such non-compliance is not on account of reasons attributable to the Owners.



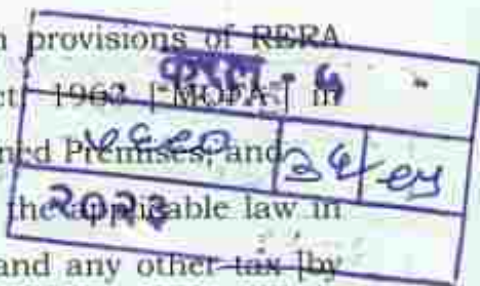
41. The Owners shall indemnify the Developers against all claims, losses, expenses, costs, damages and proceedings that the Developers may suffer or incur on account of:

- a. Any of the representations and warranties of the Owners set out herein being false;
- b. Title of the Owners to the said Property being found to be encumbered or not otherwise being clear, marketable and free from all doubts;
- c. Any amounts payable by the Owners in respect of the said Property for the period prior to the date of this Agreement including in respect of any mortgage on the said Property and/or demands and claims in respect of municipal property taxes, outgoings, fees, charges, fines and penalties payable to any government authorities in respect of the period prior to the date of this Agreement;

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- d. Failure by the Owners to comply with provisions of RERA and Maharashtra Ownership Flats Act 1963 [MOFA] in connection with sale of any of the Retained Premises; and
- e. Failure by the Owners to comply with the applicable law in respect of the Goods and Service Tax and any other tax [by whatever name called and whether applicable as on today or in the future] in connection with the sale of the Retained Premises.



42. The Developers shall be solely liable and responsible to discharge the obligations under the MOFA, RERA and under all other statutes applicable as also under the Agreements that may be entered into for sale of the Free-Sale Premises.



43. The Developer shall get the project of redevelopment registered with the Maharashtra Real Estate Regulatory Authority in respect of the provisions of RERA and agrees to be bound by the provisions of RERA so far as it pertains to the proposed redevelopment of the said Property. The Owners shall cooperate in every way in assisting the Developer to comply with the aforesaid provisions. The Owners agree and undertake to execute the declaration in Form-B in order to enable the Developer to register the project with MAHARERA as and when required. The Developer hereby agrees acknowledges and declares that notwithstanding that the Owners are treated as co-promoter / promoter of the project under the provisions of RERA, the Owners shall not be liable to or answerable to any of the purchasers of premises [who have purchased premises from the Developer] for compliance with the provisions of MOFA and RERA [except to the extent of being under an obligation to execute a Deed of Conveyance of the said Land in favour of the said Society]. It shall be the sole responsibility of the Developer to comply with all such obligations. The Developer shall indemnify the Owners against all claims, losses, costs, damages, expenses and proceedings that the Owners may suffer or incur as a result of the Developer having failed to comply with any obligations under MOFA and RERA or the Rules, Regulations and Circulars passed thereunder. Provided that in case the Owners decide to sell any of the premises forming part of the Retained Premises prior to issuance of the full occupation certificate in respect of the entire New Building, the following consequences shall follow:



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a. The Owners shall entirely be liable to comply with all obligations of a promoter so far as the premises being sold are concerned under the provisions of MOFA and RERA;

b. The Owners shall be liable to ensure that appropriate Goods and Service Tax and any other tax [by whatever name called and whether applicable as on today or in the future] on the sale transaction is paid by the purchaser and the same is handled strictly in accordance with applicable law.

44. Simultaneously on the execution and registration of this Agreement the Owners shall execute a power of attorney authorising the partners of the Developers to represent the Owners before the municipal authorities and all other public authorities and to do all other acts deeds matters and things which they are authorised to do under this Agreement. The said Power of Attorney shall be co-terminus with this Agreement and shall be irrevocable during the subsistence of this Agreement. The said Power of Attorney shall however automatically stand terminated at the end of a period of five years from the date of issuance of the full occupation certificate in respect of the New Building. The said Power of Attorney shall specifically include the following powers:

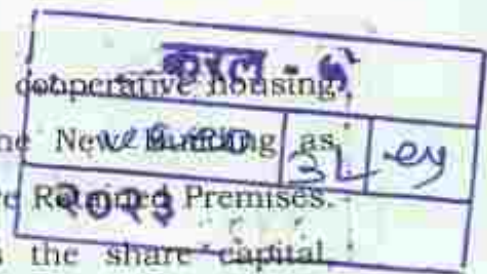
- a. The power to represent the Owners before the Collector, the Mumbai Suburban District and all other authorities constituted under the provisions of the Maharashtra Land Revenue Code, 1966; and
- b. The power to represent the Owners before all statutory and/or government authorities including the MCGM [including its various departments], the City Survey Office, the electricity supply company.

45. The Developers 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 cost and risk of the Developers alone, to the exclusion of the Owners. The Developers hereby indemnify and save harmless and shall keep indemnified and harmless the Owners against all actions, risks costs, claims, damages, fines, litigation, penalties, prosecutions or proceedings that they or any of them may face, due to any act of omission or commission of the Developers, relating to the powers of the redevelopment conferred through the said Power of Attorney.

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46. The Owners shall join in the formation of the cooperative housing society that will be formed in respect of the New Building as promoter members in respect of their respective Retained Premises. While the Owners shall contribute towards the share capital, entrance fee and other funds of such society as per applicable law, the Owners shall not be required to contribute anything towards the entire costs and expenses associated with formation and registration of such cooperative housing society.



47. The Owners hereby agree and undertake that within such time period as is stipulated under RERA the Owners shall execute a Deed of Conveyance of the said Land in favour of the said Society provided that prior to this the Developer has fulfilled all its obligations towards the Owners hereunder including obtaining full occupation certificate in respect of the New Building and handing over the Retained Premises completed in all respects to the Owners. Provided that the entire expense associated with such Deed of Conveyance including the lawyer's fees, the stamp duty, registration charges etc. shall entirely be borne by the said Society.



48. In case any value added tax or goods and services tax or any other tax or cess (whether presently payable or which may be imposed in the future under any new law) becomes payable in respect of the transaction under this Agreement (except income tax and capital gains tax), then the same shall entirely be borne by the Developers.

49. With effect from the date of this Agreement the Developer shall be entitled to enter upon the said Land for the purpose of carrying out the following actions:

- Survey and measurement of the said Land and the said Structures;
- Soil testing; and
- Other preliminary and ancillary works which are necessary for the purpose of facilitating finalization of the plans of the New Building and the building proposal to be submitted to the MCGM for approval.

50. In case the Owners seek to sell any of the Retained Premises prior to issuance of the full occupation certificate, then they shall collect

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from purchasers and pay to the Developer the following amounts at the same rate as is levied upon the purchasers of the Free Sale Premises:
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- a. share money and application and entrance fee in respect of membership of the said Society;
- b. contribution towards the legal expenses associated with the execution of the Deed of the Conveyance of the said Land in favour of the said Society;
- c. contribution towards water connection charges and deposits;
- d. contribution towards the expenses of electric meter installation, security deposit for the electricity meter and erection of transformer, cable laying etc;
- e. contribution towards piped gas connection charges and deposits;
- f. advance payment of the maintenance and municipal property taxes for the period from the date of receiving possession till the date when the said Society is registered in proportion to the carpet area of the concerned premises;
- g. contribution towards development charges;
- h. contribution towards expenses associated with registration of the cooperative housing society; and
- i. Any other charges payable as applicable and payable by other new purchasers of the flats in the New Building.

51. In respect of those of the Retained Premises which are not sold by the Owners prior to issuance of the full occupation certificate the Owners shall not be required to pay to the Developer any amounts in respect of the heads described in Clause 50 above except the share application money and entrance fee for becoming a member of the said Society.

52. With effect from the Date of Vacating [as defined above], the Developers shall be at liberty to bring their workers, contractors, Engineers, laborers and such other staff and/or employees on the said Land including to bring and keep and/or store necessary materials on the said Land, to do construction, in terms of this Agreement.

53. On execution of this Agreement, the Developer herein shall be entitled to apply to the M.C.G.M and / or any other competent authorities for sanctioning / approval of plans and for the

Intimation of Disapproval and after the Date of Vacating to proceed with the construction and development of the building on the said Property and for the purpose to do all acts, deeds, matters and things as may be necessary from time to time. The Developer herein shall be entitled to purchase the T.D.R. in the name of the Owners at the Developer's costs and expenses and to use, utilize and consume in such new proposed construction in the said Property. Under no circumstances shall the TDR be purchased in the name of the Developer.

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54. The Developer herein shall be entitled to do and carry out and/or authorize to do and carry out and/or cause to be done and carried out all the acts, deeds, matters and things and exercise all rights for full and complete development of the said Property as agreed herein whether the same are specifically specified herein or not.



55. This Agreement shall not be treated as a partnership or a joint venture or an agency between the Owners and the Developers and the terms hereof shall be purely contractual.



56. After the execution and registration of this Agreement, the Developer herein shall be entitled to (i) obtain project finance in respect of the development project and (ii) to create a charge over their rights under this Agreement and in respect of the Free Sale Premises, to secure any loan that may be advanced by any bank or financial institution to enable the Developer herein to carry out and complete the development of the said Property. The Owners hereby expressly agree to grant their NOC, if required, for the aforesaid project finance and creation of charge after execution and registration of this Agreement. The Owners further undertake to issue a further NOC in such format as the Developer may require in order to enable the Developer to obtain the project finance and/or create a charge after execution and registration of this Agreement. Provided that the Developer shall not be entitled to create mortgage or charge over any of the Retained Premises. The Owners shall not be responsible in any manner to the said financial Institutions and or repayments thereof.

57. The purchasers of Free Sale Premises shall be entitled to raise finance for purchasing the Free Sale Premises, by mortgaging their respective Free Sale Premises with any bank or financial institution

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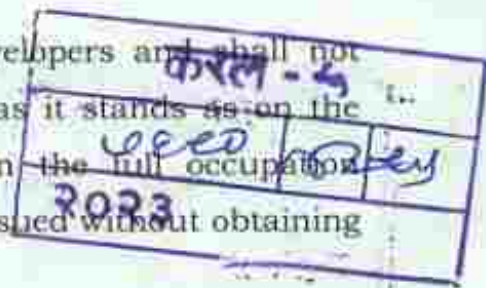
and the Owners hereby grant their NOC if required for facilitating such creation of mortgage. The Owners shall not be responsible in any manner to the said financial Institutions and or repayments thereof.

58. As soon as the construction of the New Building is completed and the Developers have procured the full Occupation Certificate from M.C.G.M. and obtained NOCs for water/sewerage/drainage connections, fire NOC, electric connection, installed and made operational lifts including the certificate from Inspector of Lifts, automated car parking system and its completion certificate and applied for Mahanagar Piped Gas connection and fulfilled all the obligations set out in the list of amenities as per **Annexure C**, the Developer herein shall give 30 days' advance notice in writing to the Owners about the Retained Premises being ready for occupation along with the full occupation certificate. The Owners shall take possession of the Retained Premises within 30 days of receipt of such notice. On expiry of the said period of 30 days, the Developer herein shall cease to be liable to pay the outgoings in respect of the Retained Premises and irrespective of whether or not the Owners take possession, the Owners shall become liable to pay the outgoings, taxes and other charges in respect of the Retained Premises.

59. In case at any time after the date of this Agreement if anyone raises any objection on the basis of a claim to any rights in the said Property or any objection to the title of the Owners to the said Property being clear and marketable and unencumbered, then the Developers shall, in writing, call upon the Owners to resolve such objections to the satisfaction of the Developers. If the Owners are unable to resolve such objections to the satisfaction of the Developers within the time period stipulated by the Developer, then in the interest of taking the redevelopment project ahead the Developer shall be entitled to deal with such objections and resolve them at its costs, in which case the Developer shall be entitled to recover such costs from the Owners. Till such costs are reimbursed to the Developer, the Developer shall have a charge on the Retained Premises in respect of such costs.

60. At least one out of Mr. Sundeep Anand Jagasia and Mr. Bhagwandas Govind Patel, being shareholders of the Developers,

shall continue as a shareholder of the Developers and shall not reduce his shareholding in the Developers [as it stands as on the date of this Agreement] till the date when the full occupation certificate in respect of the New Building is issued without obtaining the prior written consent of the Owners.



61. For the purpose of this Agreement, Force Majeure Event shall mean any of the following:

- a. if any hindrance or obstruction is caused by the Owners (or anyone claiming through them) without sufficient cause, to the Developers commencing, carrying out and completing the construction work referred to hereinabove;
- b. If the Developers were prevented from doing the construction work for the reason of war, strikes, riots, civil commotion or act of God/natural calamities affecting the said Property from carrying out work thereon due to any notice, order, rule, restriction, notification of the Government or other public or competent authority/ies, or due to change in M.C.G.M. policies adversely affecting the development in respect of the said Property. Provided that any notice or order issued on account of an act or omission committed by the Developer, shall not be treated as a Force Majeure Event; and
- c. any other delay beyond the control of and not attributable to the Developers, subject to the same being with the concurrence of the Owners in writing.



62. The parties agree that there is a possibility that the carpet area of one or more of the Retained Premises may be deficient by upto 3% [which is the same percentage as is permissible under the RERA]. In case the actual carpet area of a Retained Premises is deficient by upto 3% upon actual measurement at the time of taking possession of the same, such shortfall shall be compensated by the Developers to the concerned Owner(s) in one lumpsum payment at the time of handing over possession at Rs. 32,000/- (Rupees Thirty Two Thousand only) per sq. ft. of RERA Carpet Area. Under no circumstances shall the carpet area of any Retained Premises be deficient by more than 3%.

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63. The stamp duty, registration charges and all other out of pocket expenses of and incidental to this Agreement, the Power of Attorney and any other documents in pursuance hereof [including the Permanent Alternative Accommodation Agreement] shall be borne and paid by the Developers alone. Each party shall bear and pay the professional fees of their respective Advocates and Solicitors.

64. This Agreement and the Side Letter issued simultaneously with executing this Agreement collectively constitute the entire understanding arrived by and between the parties hereto in respect of development of the said Property. Any amendments or modifications to the aforesaid terms and conditions of this Agreement shall be made, if mutually agreed upon by both the parties, and the same shall be in writing and duly signed by both the parties hereto.

65. The parties hereby expressly record that no rent for temporary accommodation, corpus or hardship allowance, shifting charge and brokerage is to be paid to the Owners under this Agreement for the period of 33 months from the Date of Vacating.

66. All disputes and difference of any nature at any time arising between the parties hereto as to the interpretation or construction of or concerning anything in or arising out of this Agreement or as to any act or omission in pursuance hereof or in any way touching these presents as to the rights duties and liabilities hereunder of the parties hereto or the subject matter hereof shall be referred to arbitration before a sole arbitrator under the provisions of the Arbitration and Conciliation Act, 1996 or the law relating to arbitration for the time being in force. Such arbitration shall take place in Mumbai.

SCHEDULE ABOVE REFERRED TO

[DESCRIPTION OF THE SAID PROPERTY]

ALL THAT piece or parcel of land admeasuring 687.5 square metres as per the City Survey Property Register Card bearing Plot No. 215-216A of Suburban Scheme No. III of Chembur and C.T.S. No. 1031 of village Chembur along with the building named 'Suyog' having ground

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MR. PRADEEP SHANKAR MUNDLE

P. J. Mundle



5. MR. GAUTAM PRADEEP MUNDLE



MR. SHASHANK SHANKAR MUNDLE



7. MR. SIDDHARTH SHASHANK MUNDLE)



In the presence of:

1. *[Signature]*

2. *[Signature]*

Shashank Mundle

Siddharth Mundle



Signed, Sealed and Delivered by the
withinnamed DEVELOPER

SHREE KRISHNA HOMES PRIVATE LTD.

Through its below named Directors, who
have been authorized to sign this Agreement
pursuant to resolution passed at a
meeting of the Board of Directors held on

03/02/2023

1. MR. SUNDEEP ANAND JAGASIA



2. MR. BHAGWANDAS GOVIND PATEL



In the presence of:

1. [Signature]

2. [Signature]

Bhagwandas G. Patel

