member, the same shall be debited to his account and adjusted against compensation etc.

34.5 If Stamp Duty or penalty payable with respect to the existing premises, the same shall be paid by the existing members and the Society and the Developer shall not be liable to pay the same and accordingly the concerned member shall pay the same.

35. **Members' Confirmations.** The Society has taken from the Members writings executed by them to record inter alia that they have given their consent for Re-Development confirming their continued co-operation in respect thereof. Such writings that have already been obtained by the Society are annexed hereto (and collectively marked **Annexure "O"**). The Members shall give full co-operation to the Developer in all matters of development of the said property, i.e., in the matter of demolition of the existing building and construction of a multi storied new building for use of residence permitted under the Agreement as per present Plans submitted for construction on the plot by vacating Flat respectively at present in use and occupation by the Members. The Members whose names appear in this Agreement as the Members are the only Members of the Society and during the period this agreement is subsisting the Society shall not transfer inter-vivo rights of any of the Members who are party to this Agreement, except in case of demise of a member, in which case the nominee registered with the Society will be made a member of the Society in place of the deceased member. Each of the Members hereby for himself / herself / themselves declare and confirm that save except him / her / them there is no other person who is entitled to make any claim as a member of the Society.

36. **Name of the New Building.** The name of the New Building will be "Manohar" and the Society will be named "Ideal Manohar Cooperative Housing Society Ltd" and the Developers will not change the names under any circumstances.

37. **Parties' Advocates**. In this transaction: -

37.1. G.B. Nagarsekar, Advocate High Court, represents and shall represent the Society and all the Members and his fees and costs shall be borne and paid by the Society.

37.2. **Advocate Mandar Koparkar,** represents and shall represent the Developers and his fees and costs shall be borne and paid by the Developers.

38. **No Partnership.** This Agreement will not be treated as a partnership or a joint venture between the parties hereto and this Agreement contemplates only the development rights agreed to be granted by the Society in favor of the Developers as provided herein.

39. **Notices.** A notice or other communication must be personally delivered to the address of the addressee and sent by registered post to the addresses set out below, (or if the addressee notifies another address, then to that address) with a copy to the respective advocates. The addresses of each party and their respective advocates is:-

For Ideal Manohar C.H.S. Ltd.

Secretary / Chairman / Member

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

The Hon. Secretary
Ideal Manohar C.H.S. Ltd.,
Plot No. 152, 30th Road
T.P.S. III, Bandra (West)
Mumbai 400 050
Email: sec.idealmanoharchs@yahoo.com

Their Advocate-

G.B. Nagarsekar,
26-A, Ali Chambers,
2nd Floor, Tamarind Lane,
Fort, Mumbai – 400 023.
Email: gb.nagarsekar@gmail.com

If to the Developers-

Faucett Developers
Shop No. 3, Rajdeep CHSL.,
Carter Road No. 1, Borivali (E),
Mumbai – 400066.
Email: saahilaidasani@faucett.in

Their Advocate-

Mandar Koparkar
A-001, Prasham, Kastur park Road,
Borivali (W), Mumbai – 400092.
Email: adv.mvkoparkar@gmail.com

39.1. Any notice required to be served on the parties hereto will be in writing and will be sufficiently served if sent by registered post acknowledgement due or personally delivered at the respective addresses, unless notice of a different address is received. Any notice required to be served on individual members will be deemed to have been received by them if the same has been addressed to the Society and sent to the address of the Society.

40. Jurisdiction. The parties hereto agree that the Courts of Mumbai only should have jurisdiction in respect of all matters whatsoever arising out of this Agreement.

41. Closing Provisions-

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

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

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

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

For Ideal Manohar C.H.S. Ltd.

Secretary / Chairman / Member

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FAUCETT DEVELOPERS MUMBAI

41.5. **Permanent Account Numbers-**

41.5.1. The Permanent Account Numbers of the Parties hereto and of the Members (currently available with the Society) are listed in **Annexure "P"** annexed hereto.

41.5.2. Photocopies of the PAN cards of the Parties hereto and of the Members (currently available with the Society) are annexed hereto and marked **Annexure "Q"** collectively.

41.6. **Photocopies of Share Certificates.** Photocopies of the share certificates of the Members &/or other identifying documents of Members (currently available with the Society) are annexed hereto and marked **Annexure "R"** collectively.

41.7. **List of Annexures.** The following Annexures for a part of this Agreement:-

Annexure "A" : Plan of the Property;

Annexure "B-1" : Copy of the Property Register Card in respect of the Plot;
Annexure "B-2" : Copy of the City Survey Plan in respect of the Plot;
Annexure "B-3" : Copy of Latest Bill for the Assessment Tax
Annexure "C" : Details of the Members' Existing Flats and Shares;
Annexure "D" : True copy of the Deed of Conveyance dated 01.01.1975;
Annexure "E" : Compilation of the Resolutions passed by the Society;
Annexure "F" : Details of the hardship compensation payable to the members;
Annexure "G" : Details of the Members New Flats;
Annexure "H" : Proposed floor plans of the Members New Flats;
Annexure "I" : Schematic Plan of the New Building;
Annexure "J" : List of Amenities to be provided in the Members New Flats;
Annexure "K" : Details of the payments to Members towards temporary accommodation;
Annexure "L" : Specifications of the construction & common utilities, facilities to be provided;
Annexure "M" : Bar Chart;
Annexure "N" : Resolution passed by the Partners of the Developers;
Annexure "O" : Members' confirmations of the Redevelopment project;
Annexure "P" : List of the Permanent Account Numbers ("PAN") of the Parties and of the Members;
Annexure "Q" (colly): Photocopies of the PAN Cards of the Parties;
Annexure "R" (colly): Photocopies of the Share Certificates &/or other identifying documents of the Members;

41.8. **Survival of Clauses-** Notwithstanding the expiry or termination of this Agreement, clauses of this Agreement which by their very nature survive this Agreement shall survive.

41.9. **Entire Agreement.** This Agreement together with all documents executed contemporaneously with it or referred to in it, constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter, all of which the Parties agree have been merged into this Agreement.

41.10. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original and held by each

For Ideal Manohar C.H.S. Ltd.

Secretary / Chairman / Member

party, but all counterparts shall together constitute one and the same instrument. The original shall be retained by the Society and the duplicate by the Developer.

41.11 **Specific Performance.** Each of the parties hereto shall be entitled to the specific performance of this Development Agreement.

42. **Arbitration** It is further agreed by and between the parties hereto that any dispute arising between the Society, Confirming Parties /Members and the Developer till the date of Full Building Completion Certificate (B.C.C.), (All disputes and differences that may arise between the parties hereto in regard to this Agreement the carrying out of and performing the terms and conditions of this Agreement and / or the interruption thereof or in any way whatsoever in connection therewith) in the first instance, shall be resolved by both the Society's Solicitor and Developer's Solicitors. If the Parties fail to abide by the decision of the Solicitors, then in such event, if any question of dispute or difference arising between the parties with regard to the interpretation or working of this agreement or termination by either party or the rights, Liabilities or duties arising out of it or otherwise in connection with this agreement, the same will be referred to arbitration by a single Arbitrator to be appointed as may be mutually agreed upon by the Parties hereto.The Arbitrators will have summary powers, and will also be entitled to make interim awards. The award of the arbitrators, shall be final, conclusive and binding on the parties and shall not be challenged on any ground except collusion, fraud or an error apparent on the face of the award. This reference to arbitration shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. No action can be taken under this agreement for the enforcement of any right without resorting to arbitration under this clause. The decision of the Arbitrator will be final and binding on the parties. The provision of the Indian Arbitration & Conciliation Act 1996 as amended will apply to such arbitration. The proceeding of the arbitratorsshall be recorded in English and a carbon copy whereof shall be furnished to each party. The Arbitration proceedings shall will be held in Mumbai in language English and Courts in Mumbai alone shall have Jurisdiction in the matter. The fees of the arbitrator shall be borne equally by the parties. The arbitrators shall make their award, with reasons for the decision, within six months from the date of entering upon the reference.

43. The jurisdiction shall be at Mumbai only. The language of litigation shall be English. Fees of respective advocates shall be borne by the respective parties in Dispute.

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

FAUCETT DEVELOPERS MUMBAI

For Ideal Manohar C.H.S. Ltd.

Secretary / Chairman / Member

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THE SCHEDULE.

(Description of the Property)

I. **Details of the Plot:-**

FREEHOLD plot bearing Plot No. 152, T.P.S. III, C.T.S No. F/685 of Village Bandra, Taluka Andheri, Mumbai Suburban District admeasuring 618.71 square meters or thereabouts (as mentioned in the Property Register Card in respect thereof), situated at 30th Road, Bandra (West), Mumbai 400 050, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bounded as follows: -

On or towards the North	:	by 40' wide road of TPS-III Scheme.
On or towards the South	:	by Plot No. 161 & 162
On or towards the East	:	by Plot No. 153
On or towards the West	:	by Plot No. 151

II. **Details of the Existing Structure-**

a) The Existing Building named 'Manohar' standing on the Plot comprises of a ground floor and three upper floors with twelve flats therein which flats are owned by the Members of the Society. The building was constructed in the year 1963 and does not have an elevator. The aggregate pure carpet area of all twelve flats in the Existing building is 6660 square feet.

FAUCETT DEVELOPERS MUMBAI

THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3

For Ideal Manohar C.H.S. Ltd.

Secretary / Chairman / Member

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

The Common Seal of)
the within name "The Society")

IDEAL MANOHAR CO-OPERATIVE)
HOUSING SOCIETY LIMITED)
has hereunto been affixed pursuant to)
the resolution passed at its Special)
General Body Meeting held on 30.10.2022
in the)
Presence of)

1) MR. RAJU SHYAMLAL LULLA)
(HON. CHAIRMAN)



2) MR. SAFARLI RAMZANALI MARDHANI)
(HON. SECRETARY)



3) MR. LAWRENCE JUDE SUNILFERNANDES)
(MEMBER)



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

1. Vinod K. Dafil
(Signature & Name)

2. Abhishek. Parashar
(Signature & Name)

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2022

SIGNED SEALED AND DELIVERED)
)
By the within name "the Developers")
)
M/S. FAUCETT DEVELOPERS)
By the hand of its Partner /Auth. Signatory.)
MR. SAAHIL BHARAT AIDASANI)



M/S. FAUCETT DEVELOPERS

PARTNER / AUTH. SIGNATURY

In the presence of the following Confirming)
Parties/Members)

1. Vinod K. Patil Vinod
(Signature & Name)

2. Abhishek. Parashar Abhishek
(Signature & Name)

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Sr. No.	Name(s) of the Member(s)	Photo(s)	Signature(s)
1	Mr. BhajanlalLalchandLulla Pan No. AAAPL7188A		B. L. Lulla
2	Mr. Lawrence Jude Sunil Fernandes Pan No. AAMPF6834F Ms. Manisha Lucy Fernandes Pan No. AAEPF6563F	 	 Fernandes
3	Mr. Ivan Fletcher Pan No. AABPF9695F		
4	Mrs. Maya Bhagwan Ramchandani Pan No. AHLPR2940L Through its Constituted Attorney Mr. Ajay B. Ramchandani Mr. Ajay Bhagwan Ramchandani Pan No. ACEPR8711K Ms Aarti Bhagwan Ramchandani Pan No. AHLPR2941M	  	Ramchandani Ramchandani Ramchandani

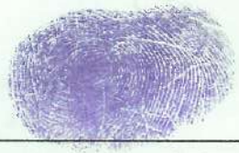
THE SEAL OF THE SUB-REGISTRAR ANDHERI NO. 3 MUMBAI SUBURBAN DIST. BANDRA

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5	Mrs. Meena A. Talreja Pan No. AEBPT6372H Mr. Anand A. Talreja Pan No. AEBPT6370F Ms Aarti A. Talreja Pan No. AEBPT6369L	  	Meena A. Talreja Anand Talreja Aarti A Talreja
6	Ms. NimmiRamchandLalwani Pan No. ADOPL1639B		
7	Mr. Shyamlal LalchandLulla Pan No. AAAPL7185P		S. L. Lulla

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8	Mr. Raju Shyamlal Lulla Pan No. AAAPL7187R  Mr. Anil Shyamlal Lulla Pan No. AAAPL7186Q 	 	R.S. Lulla Anil Lulla
9	Mrs. Simran S. Bhojwani Pan No. AUWPB0112A 		Bhojwani
10	Mr. Arvinder Singh Pan No. BWLPS3045M 		Singh
11	Mrs. Farida Aboojiwala Pan No. AGAPA1443R 		FAbooji wala
12	Mr. SafaraliRamzanaliMardhani Pan No. AACPM9304K 		S. R. Mardhani

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