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prospective members with in a period of 12 months from the date of the issue of Occupation Certificate of Project in respect to the

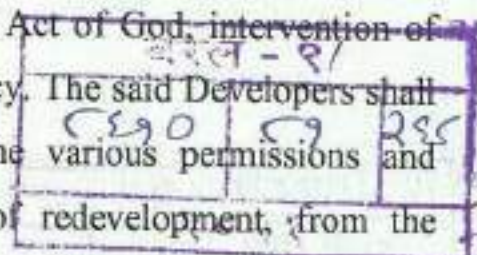
members of the Society. The allocation of parking slots shall be finalized in between the Society and the Developers. It is further agreed by and between the parties that all the rights over the open spaces in respect of the said Plot and in respect of the New Building premises shall always be with the Society and the Developers shall not claim any right, share upon the same.



- 67 It is hereby agreed by and between the parties that the Developers shall be bound to preserve the rights and interests of the present members of the Society and treat them equally with the new purchasers, introduced by them.



- 68 It is agreed by and between the parties that the said Society shall not allow tolerance to any delay on part of the Developers, in meeting the deadlines, set forth herein for completion of the redevelopment work assigned hereunder, save and except caused on accounts of force majeure event including Natural Disasters, War, Civil Commotion, Fire and/or Act of God, intervention of court or Govt. and it's agencies policy. The said Developers shall show due diligence in securing the various permissions and sanctions, required for the work of redevelopment, from the authorities of MCGM / MHADA, and / or the concerned and relevant authorities. The force majeure shall be applicable to all time lines under this agreement. However during such period, the Developer shall make the payment of rent compensation and other benefits agreed and recorded in present Agreement.



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69 ENROLMENT OF PURCHASERS OF THE DEVELOPERS AS MEMBERS OF THE SOCIETY:

The Developers are hereby entitled to enter into agreement/allotment for sale of flats/premises stilt parking/basement parking which are to be constructed on the said property in pursuance of these presents to such persons and entitled to receive consideration price from such Purchasers. Society will admit such allottees as members of the Society only after the Agreement is executed, stamp duty is paid, document is registered and allottees/purchasers submit to Society all forms and indemnities as provided under the Maharashtra Cooperative Societies Act. The Developers undertake that each and every new purchaser will become the member of the Society. The prospective Purchasers of the premises/flats from the Developers in the new building shall be liable to pay to the society Rs.500/- being the cost of the 5 shares of Rs.100/- each and Rs.100/- being entrance fees and proportionate share of money in proportion to the funds available with the society as on date along with accrued interest if any.



70 Termination of this Agreement:

- a) If the Developer commits breach of any terms of this Agreement then in such event the Society shall be entitled to issue Notice to the Developer to remedy the breach committed by him within 30 days of the receipt of the said Notice, failing which the Society shall terminate this Agreement on expiry of

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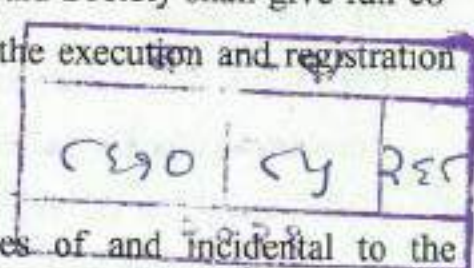
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finishing or using the materials and plant for the works.

g) In the above event the Power of Attorney being co-existent and co-terminus will also stand terminated on the termination of the contract. Suppression / Misleading Information society reserves the right to cancel / terminate any contract or tender entered into with the Developer, if it finds any suppression of information, wrong information or misleading information etc. willful or otherwise. Under- the circumstances EMD, Security Deposit, Bank Guarantee etc., as the case may be, shall stand forfeited as per provisions of Development Agreement.



h. It is agreed by and between the parties that after getting I.O.D. / IOA the Developers shall enter into Individual Agreements for permanent alternate accommodation with all the members of the said Society and the Developer shall bear and pay the Stamp Duty, GST and Registration Charges for the committed area thereon and get such Individual Agreements registered at their cost. The members of the said Society shall give full co-operation to the Developers for the execution and registration of such Individual Agreements.



71 All costs, charges and expenses of and incidental to the execution of this Agreement including any Stamp Duty, all GST and Registration Charges, as may be levied and charged, shall be borne and paid solely by the Developers.

72 It is further agreed that the members of the Society also confirms the terms and conditions of the said Development Agreement and thus Developer shall borne all the expenditures relating to Stamp

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Duty, GST, Registration charges attracted to the present deed as well as Agreement for Permanent Alternate Accommodation by joining themselves as party to the present deed and resultantly, signing and attending registration office at the rate as specified by Government prevalent Notification/policy. However, it is specifically agreed by and between the parties that if any member, despite the request made by the Society and/ Developer fails to come forward and join themselves as party to the present Deed, then such member shall be liable to bear and pay any Stamp Duty which shall be attracted to the Agreement For Permanent Alternate Accommodation.



73 The Developers shall furnish and provide from time to time, to the Society, certified copies of all Papers / Deeds / Documents / Correspondences between them and any Government Authority / Authority / Person / Firm or Company, relating to the redevelopment of the said plot of land and shall also furnish and provide from time to time, to the said Society, certified copies of all Applications / Letters Permissions / Sanction Letters / Certificates etc., which may be made or received by them, to or from any Authority in respect of the redevelopment of the said plot of land. The Developers shall at all times inform the Society about the progress of the said redevelopment work.



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74 The Developers shall after completion of the entire redevelopment work assigned hereunder and / or upon the termination of this Agreement, handover to the Society, all the original papers, deeds, documents, correspondences, certificates,

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plans, etc., relating to the said redevelopment work / the said property. It is agreed by and between the parties hereto that once the Developer obtain Occupation Certificate in respect of the re-developed new building, this Development Agreement stands cancelled, revoked in all aspects without any notice.



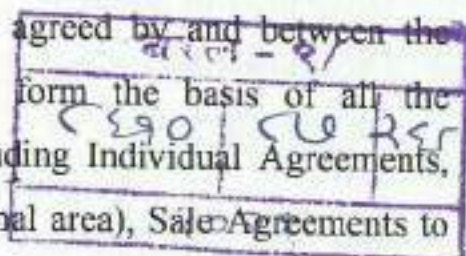
75 That in the event of there being any dispute and/or disagreement by and between the parties hereto the said dispute and differences arising out of these presents or touching to these presents will be referred to the Arbitration in Mumbai under the provisions of Arbitration and Conciliation Act, 1996 as amended up to date and/or any other Arbitration and Conciliation Act that may be in force.

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76 The Bombay Courts will have jurisdiction to entertain, try and dispose of any dispute arising between the parties hereto.

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77 Finally it is hereby specifically agreed by and between the parties that this agreement shall form the basis of all the Transactions and Agreements including Individual Agreements, Additional Agreements (for additional area), Sale Agreements to be entered by the Developers with the new purchasers, etc., and anything contrary to the covenants, terms and conditions contained herein shall be illegal, null and void and not enforceable in any manner whatsoever against the said Society.



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ALL THAT piece of land containing 1000 Sq. Yds. more or less, situate in the village of Khatola, Taluk of Khatola, District of Sahibganj, Bihar, and therein known as No. 9, Mtrs. as per

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44	19 B/404	Shri. Atul Subhashchandra Badgujar
45	19 B/501	Smt. Darshana Dasharath Parab
46	19 B/502	Smt. Usha Subhashchand Yadav
47	19 B/503	Shri. Naveen Narayan Halgekar
48	19 B/504	Smt. Sunita Ankush Gaikwad Shri. Ankush Tukaram Gaikwad
49	19 B/601	Shri. Sopan Sahebrao Shelke
50	19 B/602	Shri. Benjamin Sebastian Nadar
51	19 B/603	Shri. Rajesh S. Phansekar
52	19 B/604	Shri. Narendra Kashinath Chaudhari
53	19 B/701	Shri. Ramkeval Ramnath Yadav
54	19 B/702	Smt. Sharmila J. Kapse Shri. Praful Jaideo Kapse
55	19 B/703	Shri. Vikram Bhimrao Yedake
56	19 B/704	Shri. Manish Soni Smt. Neha Soni



(Particulars of Members and Existing Flats in the Old Buildings)

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

Handwritten signatures and initials of the parties, including names like Smt. Darshana Dasharath Parab, Shri. Naveen Narayan Halgekar, Smt. Sunita Ankush Gaikwad, Shri. Ankush Tukaram Gaikwad, Shri. Sopan Sahebrao Shelke, Shri. Benjamin Sebastian Nadar, Shri. Rajesh S. Phansekar, Shri. Narendra Kashinath Chaudhari, Shri. Ramkeval Ramnath Yadav, Smt. Sharmila J. Kapse, Shri. Praful Jaideo Kapse, Shri. Vikram Bhimrao Yedake, Shri. Manish Soni, and Smt. Neha Soni.

THE COMMON SEAL OF THE
WITHNAMED DINDOSHI SHIVALAYA
CO-OPERATIVE HOUSING SOCIETY
LTD., was hereunto affixed pursuant to
the Resolution dated 04th April, 2021
of its Special General Body

Being its Chairman, Hon. Secretary,
Treasurer who have in token
thereof signed hereto in the presence of



1. Shri. Shriprakash Munnilal Singh
Chairman,

Singh



2. Shri. Jaideo Ramji Kapse
Secretary,

Kapse



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२०३२ Shri. Narendra Kashinath Chaudhari
Treasurer,

Chaudhari

Ch



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SIGNED, SEALED AND DELIVERED)
BY THE WITHIN NAMED MEMBERS)

1. Smt. Neelam Shivkumar Agarwal)

Neelam Agarwal



Shri. Shivkumar Maganlal Agarwal)

Shivkumar Agarwal



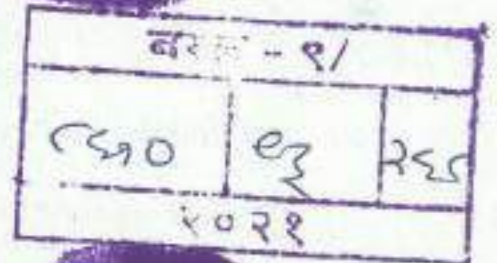
2. Shri. Akshay Shreesha Shetty

Akshay Shetty



Shri. Shreesha Muddanna Shetty

Shetty



3. Shri. Sachin Ramdas Take

Sachin



Sachin Ramdas Take





4.Smt. Sonali Vishwanath Kadam

S.Kadam



5.Smt. Rohini Anand Lokhande)

R.A. Lokhande



6.Shri. Peter Gonsalves)

Peter Gonsalves



Smt. Susan Gonsalves)

S. Gonsalves



7.Shri. Vilas Vishwanath Hadkar



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8. Shri. Shriprakash Munnilal Singh)

Shriprakash Munnilal Singh



9. Shri. Arun Shantaram Dalvi)

Arun Dalvi



10. Smt. Jayananda Sanjay Hire)

Jayananda Sanjay Hire



11. Shri. Subhash Abba Keer)

Subhash Abba Keer



12. Smt. Sunita Shrikant Mayanak)

Sunita Mayanak



13. Shri. Uday Vishram Parab

Uday Vishram Parab



Uday Vishram Parab

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Smt. Sandhya Uday Parab)



14. Shri. Ajay Baban Chavan)



15. Shri. Vilas Bhimrao Kamble)



16. Smt. Kalpana Krishna Vast)



17. Shri. Sudhir Ramchandra Phatak)



18. Shri. Suresh Shankar Gorde)



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19. Shri. Subrata Dutta)

Subrata



20. Smt. Manali Vijay Sawant)

MSawant



~~21. Shri. Drigesh Shripati Yadav)~~

22. Shri. Ketan Jairam Prajapati

K. J. Prajapati



Mr. Kalpesh Jairam Prajapati)

Kalpesh



~~23. Shri. Manoj Pandit)~~

~~Smt. Romi Manoj Pandit)~~

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24. Shri. Pramod Anant Vanjare)



25. Shri. Gajanan Rajaram Masurkar)

Gajanan



Smt. Bhakti Gajanan Masurkar)

Bj



26. Shri. Sunil Ramchandra Samant)

Sunil



Smt. Shubhada Sunil Samant)

S. S. Samant



27. Smt. Manjulaben Hasmmukh Patel

Manjulaben



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28.Smt. Jayashree Dattatray Naikare)

Smt. Jayashree D. Naikare



29.Shri. Jagdish Prabhakar Kadam)

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30.Smt. Kiran Rajesh Ladva)

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Shri. Rajesh Ladva)

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31.Shri. Lakshmanan Muthuramlingam

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32.Shri. Dattu Tukaram Gaikwad)

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