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To construct office and sample/show flats on the site of the said Property for the purpose of Sales.

17.32 To advertise and undertake activities for generating publicity for the Re-development through electronic and/or print media and/or the internet or in such other manner and the installation and maintenance of hoardings and signage on the said Property with the Approvals of MCGM/ statutory authority.

17.33 To generally do any and all other acts, deeds, matters and things that may be required for carrying out the Re- development of the said Property in terms as aforesaid.

17.34 To claim refund of all refundable deposits which the Developer shall have to pay to MCGM, MHADA or any concerned authorities in relation the development of the said Property, whether in the name of the Developer or in the name of the Society, the Developer shall alone be entitled to get the refund of such deposit directly from the concerned authorities and in order to enable the Developer to obtain the same, the Society shall sign all the writings, applications, etc., as may be required by the Developer. In the event, such deposit being refunded directly to the Society by such authority, the said Society shall forthwith reimburse the same to the Developer.

17.35 Notwithstanding the aforesaid upon execution of this Agreement the Developer shall be nearly entitled to apply to the concerned authorities for sanction of plans as mentioned in this Agreement. Only upon plans being sanctioned the Developer shall be entitled to carry on with the development and more particularly mentioned in this Agreement.

18. ADDITIONAL BENEFIT:

Any additional increase in permissible F.S.I., TDR, Fungible FSI above square meter equivalent to square feet during the redevelopment period, and after the initial first sanction of plans, will be shared between

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circumstance, give Notice of 3 (three) months to the Developer to commence the construction activities at site. If despite notice, the Developer is unable to commence the construction at site, the Society shall without affecting this Development Agreement and rights vested under it in favour of the Developer, identify through the Project Architect the balance remaining work to be completed in respect of the proposed re-development and obtain the costs of the completion involved in balance work. The said report prepared by the Architect shall be acceptable to the Society and the Developer. The Society thereafter, for completion of the balance work shall be entitled to appoint a Contractor in joint consultation with the Developer for completing the project. The balance work shall be completed at the cost, charges and expenses of the Developer and on his account. The appointment of the Contractor shall be on such terms and conditions as may be mutually agreed between the Society and the Developer. The Contractor so appointed shall be responsible for carrying out the construction of the proposed building as per the plans sanctioned and specification stipulated by the MCGM. Such Contractor shall work under the supervision of the Developer. The Contractor shall be paid his contract consideration out of the proceeds lying/ deposited in RERA Account / Project Account maintained by the Developer as the Promoter under the provisions of RERA.



21. PROJECT FINANCE / RIGHT TO MORTGAGE:

If the Developer so desires, the Developer shall be entitled at their costs and risk to obtain and avail of loans, credit, finance, advances, overdrafts and/or moneys whatsoever from banks, financial and credit institutions and/or any other persons for the redevelopment of the said Property and on a principal to principal basis and the Developer shall be fully entitled and at liberty to create any mortgage, charge and/or other security in respect of Developer's New Flats, Developer's Car Parking Spaces and/or the FSI thereof provided however that the funds so raised shall be used only for the Project. In this regard the Developer shall be freely entitled and at liberty to sign, execute, give / take delivery of and register (if required), all deeds, documents, instruments, contracts, agreements and writings including Mortgage Deeds,

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Members or any person or persons claiming through, under or in trust for the Members/Society			
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22.8 It is strictly agreed and understood by and between the parties hereto that upon the Developers being granted license to enter upon the said Property to redevelop the same, the Developers shall enter upon the said Property as a licensee to carry out the construction in the manner mentioned in these presents and at all material times, the possession of the said Property shall always remain with the Society. For the purpose of redevelopment as contemplated herein, the Developers shall be at liberty to bring their workers, contractors, Engineers, laborers and such other staff and/ or employees on the said Property including to bring and keep and / or store necessary materials on the said Property to start construction as per the terms mentioned herein and the Developers shall be responsible for their removal after completion of development work as contemplated herein.

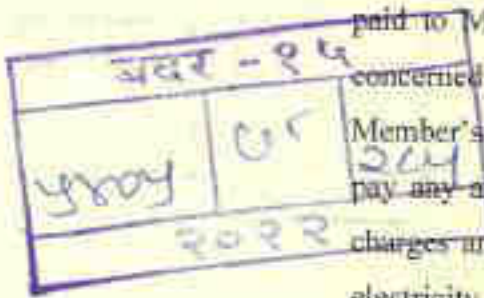
22.9 It is agreed that subject to the terms hereof, the license granted in favour of the Developer shall come to an end on full Occupation Certificate being obtained and all the ~~insold~~ unsold flats of the Developer are sold. However the Developer shall have license to enter upon and carryout such repairs as may be necessary during the defect liability period.

22.10 The Developer shall have no lien over the plans, documents, receipts, NOCs etc. pertaining to the said Property/New Building and the Developer undertake to hand over the same to the Society on completion of the project.

22.11 The Developer fully indemnifies and shall keep fully and effectively indemnified the Society and its Members against all eventualities arising out of the sale or transfer of the Developers' Sale Premises, including any breaches.

22.12 The Developer shall bear all expenses for disconnection and reconnection of the gas pipeline and electricity connection to be

reconnection of the gas pipeline and electricity connection to be



paid to MGL and Tata Power Company Limited or such other concerned authorities supplying gas/electricity in respect of the Member's New Flats. Similarly the Developer shall be liable to pay any and all further deposit/s and/or any charges / additional charges are required to be paid in respect of gas pipeline and/or electricity meter / connection in respect of the Member's New Flats.

- 22.13 The Developers do hereby agree that they shall be responsible to obtain and maintain, at their own costs, the requisite amount of Labour Insurance, Project Insurance and other forms of Insurance as may be mandatory or required and pay premium regularly and the Developers shall complete construction and hand over possession of the Members New Flat;



- 22.14 During the entire period of construction, the Developers have agreed to provide an office for the Society, wherein the Society Members can have monthly meetings jointly with Developers / PMC / Members and can review the progress and meet with an officer in charge to be appointed by the Developers who would be able to answer any queries and address all complaints that may be raised by the Members until the construction is completed and the Developers offer possession of the Members New flats as contemplated herein;

- 22.15 The Developer shall handover all the documents, installation drawings, warrantee documents along-with AMC Contact entered with the installation company to the Society at the time of handing over the possession of the property to the Society. The Society shall thereafter look after the daytoday maintenance and operation, administration and management of the parking of vehicles of all the Members in such parking slots at its end and on its sole discretion without involving the Developer in the same;

- 22.16 The Developers shall comply with all the provisions of the Maharashtra Ownership of Flats Act, 1963 (MOFA), The RERA Act, 2016 and Maharashtra Co-operative Societies Act, 1960

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(MCSA) and all other applicable laws and comply with all the statutory obligations there under and will not do any act, deed, matter or thing in contravention of the provisions of the MOFA, RERA MCSA and all other applicable laws and the Rules made there under and amended thereto from time to time and/or any acts of omission or commission which is prejudicial to the interest of the parties herein;

- 22.17 The Developers shall after execution hereof be entitled to put up their name boards/brand name at a conspicuous place in the compound and O/H Tank of the Society subject to structural stability.
- 22.18 On completion of the project, the Developers shall hand over to the Society all documents pertaining to the said Society Buildings as may have been obtained by the Developers and/or their Architects from the Municipality and other concerned authorities which include but are not limited to sanctioned plans, I.O.D., Commencement Certificate, Occupation Certificate, Building Completion Certificate, requisite permissions remarks from various departments along with completion certificates, for water, electric supply, Fire Fighting permissions etc. and drawings, Contracts entered into with the supplier of Elevators, its maintenance and repair contracts, together with any Guarantees /Warranties for the same.
- 22.19 Any Service Tax or GST or any other statutory tax applicable till the time of obtaining Occupation Certificate for the redevelopment Project shall be paid by the Developers and Members shall not be liable to pay the same. Provided however, after possession of the Members New Flat are offered by the Developers, if by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, Service Tax, or any other levy imposed by the Government under any Statute or law this transaction is held to be liable to tax as a sale or otherwise, whether as wholly or in part and any inputs or materials or equipment's under or supplied in execution of or in connection with this

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transaction are liable to tax, the same shall be payable by the Developer only.

23. NO PARTNERSHIP:

This Agreement for Development does not constitute a partnership and/or joint venture between the parties hereto. This Agreement is entered between the Society, its Members and the Developer on principle-to-principal business, and each party shall be individually responsible to pay and bear their respective Income Tax, GST and other statutory dues in respect of the said Property and premises constructed thereon and allotted in terms of these presents. The parties hereto shall keep the other fully and effectively indemnified against non-payment of the individual proportionate tax and adequate provisions will be made for payment of liabilities of the respective shares, the intention being that neither party should be liable for the tax liability of the other and each would keep the other indemnified of and from its liability.

24. DISPUTE RESOLUTION:

The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall, at all times, act in good faith, and make attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion within 60 days. In the event if the parties hereto could not succeed in resolving the dispute and differences then the courts in Mumbai alone shall have jurisdiction to try entertain and dispose of such disputes.

25. SPECIFIC PERFORMANCE:

In case of any Party committing breach of this Agreement, the aggrieved party shall be entitled to the specific performance of this Agreement together with all costs, charges, expenses and damages in relation thereto.

26. This Agreement may not be amended, altered or modified except by a written instrument signed by each of the Parties.

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27. The Stamp Duty and registration charges, in respect of the Re-development Agreement, Power of Attorney, Agreement with the individual Members and payable on any other document required to be executed with the Society and/or the Members for the development of the said Property shall be borne and paid by the Developer. In case if any additional area is purchased by any of the Existing Members, then for such additional area, the requisite proportionate stamp duty and registration charges and GST as applicable shall be paid by such Member.

28. Both the parties shall have legal rights to seek specific performance of the present Agreement;

29. All the annexures hereto shall form an integral part of this agreement and shall be read and interpreted accordingly;

30. This Agreement shall be subject to Mumbai Jurisdiction.

31. **List of Annexures:** The following Annexures shall form part of this Agreement -

- 31.1 Annexure "1" - Copy of Plan of the Property;
- 31.2 Annexure "2" - Details of existing members, flat numbers, area of their flats, share certificate no. etc.;
- 31.3 Annexure "3" - Copy of letter of appointment of the Developer;
- 31.4 Annexure "4" - Copy of Resolution passed by the Society in the Special General Body Meeting held on 24th November, 2019 and letter dated 9th December, 2019;
- 31.5 Annexure "5" - Copy of Resolution approving the draft of Development Agreement;
- 31.6 Annexure "6" - List of Amenities and Specifications;
- 31.7 Annexure "7" - Schedule of Timelines;
- 31.8 Annexure "8" - Details of area of Members New Flat.



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IN WITNESS WHEREOF the parties hereto have affixed their seal and signatures to this writing the day and year herein above mentioned

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THE SCHEDULE ABOVE REFERRED TO
("THE SAID PROPERTY")

All that piece and parcel of land bearing CTS NO. 175/173/Plot No. 21 admeasuring 940.60 Sq. Meters And admeasuring 943 Sq. Meters as per property Card or thereabouts of Andheri Village, Gulmohar Cross Road No. 12, J. V. P. D., Andheri (West), Mumbai 400 049 Taluka Andheri within the Mumbai Suburban District and the Building known as "The Golden Tobacco Worker's Co-operative Housing Society Limited" standing thereon and bounded as follows:

On or towards the North	:	Plot No.22
On or towards the East	:	Plot No.5 & 27 & 28
On or towards the South	:	Plot No. 23
On or towards the West	:	40.6 wide Road



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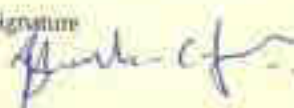
THE COMMON SEAL of the within named
 "THE SOCIETY" SNEH SAGAR, THE GOLDEN
 TOBACCO WORKER'S CO-OPERATIVE HOUSING
 SOCIETY LIMITED

Abovenamed was hereunto
 affixed pursuant to the Society's Resolution
 dated _____ passed in that regard at its
 Special General Meeting held, on the _____
 Day of _____, through
 Chairman, NEE LESH K. BHATIA

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Secretary, BUNDESH C. JAIN

		
	Signature	Left Hand Thumb Impression

Treasurer, SANJAY KUMAR

		
	Signature	Left Hand Thumb Impression

to execute these presents
 in the presence of
 Witnesses:

- 1.
- 2.



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SIGNED SEALED AND DELIVERED		
२०२२ By the within named MEMBER		

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SIGNED AND DELIVERED

by the within named "MEMBERS"

FLAT NO. 1 MR. NILESH V MIRGAL

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FLAT NO.2 MR. NEELESH K BHATIA

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KISHORILAL V. GUPTA

FLAT NO.10 VEENA BHATIA - Proprietor REKHA BHATIA

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