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The Society agree and undertake to indemnify the Developers from time to time and at all times against any loss, damages, claim, demand, suit, action etc., that may be initiated challenging the title of the said Property in the hands of the Society at their own costs, charges and expenses (subject to grant of Deemed Conveyance).

(e) It is agreed that after execution of this agreement till completion of the said new building the members shall be entitled to sell his/her flat, allotted to him/her only after he/she obtains written NOC from both the SOCIETY and from the DEVELOPERS. The terms and conditions contained herein as well as those contained in the resolutions, etc. passed by the SOCIETY/ till date, relating to the present redevelopment project, shall be binding on the assignee / transferee of the existing member's interest in the flat in the existing building and the SOCIETY through the member selling such flat/room/shop and secure necessary Declaration / Affidavit from such assignee/transferee to this effect and submit the same to the DEVELOPERS.

(f) The Society shall co-operate with the Developers in all respects pertaining to the development and completion of the New Building as envisaged hereunder;

(g) The Society or any Existing Members shall not cause any obstruction, interference or hindrance in the redevelopment of the New Building by the Developers and shall co-operate with the Developers in all respects to complete the New Building as envisaged hereunder, and shall not to do any act deed or thing whereby the Developers are prevented from selling, assigning or disposing of whole and/or any portion at the Free Sale Premises and appropriate monies thereof as provided herein;



Notwithstanding what is stated in this Agreement for Re-Development, in the event there being any delay due to interference, hindrance, hold-up or obstruction from the Society and/or any of the Existing Members and there being an Injunction Order / stay being granted in pursuance thereof whereby the Developers are restrained from exercising any of the rights hereunder, the Developers shall not be entitled to pay any Displacement Compensation or Brokerage or any other payments or outgoings to such Existing Member/s provided however such hindrance, hold up on Injunction is not due to the Developers default in respect of the delayed period, and neither shall the Developers be liable to pay any penalties or liquidated damages for such delay. Also, such delay period shall not be considered for calculating the time period for completing the redevelopment as envisaged herein and the Developers shall not be held liable or responsible for any consequential delay. Further, in the event of any delay caused by the Society / Existing Member, provided however such hindrance, hold up on Injunction is not due to the Developers default they shall be liable to pay to the Developer a sum of Rs. 10,000/- (Rupees ten thousand only) per day till such time the delay persists, as and by way of pre-determined amount of liquidated damages for each day of delay or part thereof.

Signature of Nirmala

R. S. S. S.

Signature

Signature

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'K' hereto.	

- (ii) To pay wages, salaries, fees, charges etc. and costs of building materials, to every person/s including all contractors, suppliers, workmen, laborers, employees, supervisors, security personnel, payment to the consultants, specialists, engineers etc. engaged in the re-development of, and construction of New Building on the said Property;

- (j) To pay all dues to all persons, workmen etc. engaged in the construction work including payment of any compensation/claims etc. of whatsoever nature and shall ensure that no child labour is employed;

- (k) To obtain sanction of plans by MCGM for the full consumption of the said Floor Space Index for the grant of full CC and which would be required to be paid/complied till the grant of OC. Provided however, it is agreed that the Developers shall be entitled to obtain and receive refund of all refundable deposits paid by the Developers either to MCGM and/or the electricity providers and/or any other service provider and/or any other Government and Semi-Government Authorities. In case the amount/s of any of such deposits is refunded by the concerned authorities in the name of the Society, the Society shall be liable to hand over / reimburse all such amount/s to the Developers promptly;

- (ii) If during the course of construction any garden, trees, utility lines and/or connections including Telephones, Electricity, water lines, underground tanks, overhead tanks, Bore well, meter cabin, sewerage or drainage pipes, water meter, electric meter room, trees, etc., need be constructed or shifted or re-located, or removed then as per the advice of the Architects of the Developers, the Society and/or the Managing Members hereby irrevocably permit the Developers to do so in accordance with the rules and regulations of MCGM and such authority.

- (m) The Developers shall be entitled to raise any financial assistance from the banks or financial institution or any person, on their rights as mentioned in this document without affecting the right and title of the existing members or the society premises and the plot.

- (n) The Developers shall pay all municipal taxes and such other taxes that may be payable in respect of the said Property and from the date of all the Existing Members having vacated and handed over quiet, vacant and peaceful possession of the Existing Member Premises to the Developers till date of obtaining Occupation Certificate from the Competent Authority. Prior to expiry of the Possession Date, each of

the Existing Members shall be bound to take possession of their respective New Premises and all outgoings without limitation of maintenance charges, municipal taxes, property tax, GST, cess, taxes etc., with respect to the New Premises shall be borne and paid by the Society / Existing Member and the Developer ~~shall not be liable for~~ responsible for payment of such outgoings thereafter ~~with respect to~~ the New Premises.

6.2 The New Building to be constructed by the Developers will be earthquake resistant as recommended by RCC consultant.

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6.3 The Developers while handing over possession of new flats shall handover to the Society original copies of all approvals, sanctions, correspondence, the contract entered into with all the suppliers for its maintenance and repair contract and such other documents received from government / quasi government authorities as required under law. The Developers hereby agree that the Developers shall furnish to the Society certified copy of sanctioned plans, FSI Certificate, floor plans, IOD, CC, OC, relating to the work of Re-development to be carried out by the Developers within a period of Thirty (30) days from the date the Developers receiving the same.

6.4 Save and except as stated herein, all taxes and duties as applicable on the construction of the New Building, shall be borne and paid by the Developers.



6.5 The Developer shall amalgamate without in any manner affecting the rights of the Society and Existing members the Scheduled property with the adjoining property viz., Minal Apartments CHSL to avail maximum facilities and benefits to members of both the societies for which proper resolution will be passed by the respective societies and the society hereby gives unconditional consent for the amalgamation thereof. However, both the societies will continue to remain separate. The mode and manner of such amalgamation is described in Annexure 'I' hereto.

6.6 The Society has engaged its Architect Mr. Kedar Pathare as their PMC (*Project Management Consultant*) for the present Project. The Architect shall finalize his scope of work and finalize his professional fees and the Developers on their own account pay the same.

7. TIME PERIOD FOR COMMENCEMENT AND COMPLETION OF THE NEW BUILDING

a) The Developers have, prior to the execution hereof, prepared tentative plans in respect of the New Building to be put up on the said Property and have forwarded copies thereof to the Society on the 18th January 2022 for its consideration and approval. All suggestions of the Society and the Existing Members have been considered and incorporated by the Developers (subject to planning constraints) in the final plans prepared by the Developers. The Developers shall submit the said final plans as approved by the society, the existing members as aforesaid to MCGM for their



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i) The said time limit shall get extended if the delay is on account of force majeure circumstances which actually affect development activities.

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- insurrection, terrorist attack, war or hostilities;
- Riot or civil **commotion**;
- sabotage, explosion, acts of god, earthquake, flood, fire or other natural disasters;
- Any order of Court, rule or notification of the Government or other competent authority stopping or delaying the Development work etc. for reasons not attributable to the Developers;

- Any dispute initiated by and between the society, members, tenants, whereby any injunction order is granted by a Court leading to stoppage or delay of work then the Construction period of 36 months will be accordingly increased;

- Non availability of material, labour strike, (not due to any fault of the Developers) [delay from MCGM for approvals]
 - Any Pandemic or epidemic of any nature which affects the activities of the Developers.
 - Lockdown initiated by the Central or State Government.
- k) The Developer shall handover the possession of Members Entitlement only upon obtaining Occupation Certificate in respect of the new building in habitable condition.

h) In such an event, the Existing Members shall be bound to take possession of their respective New Premises in accordance with the provisions of Clauses herein below.

m) Agreed and clarified that in the event of the delay being caused due to Force Majeure, such time period of the delay shall not be considered for the purpose of calculating the time periods as set out hereinabove.

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8. CONSIDERATION FOR THE APPOINTMENT OF THE DEVELOPERS FOR RE-DEVELOPMENT OF THE SAID PROPERTY		

In consideration of the Society having appointed the Developers herein and subject to the Developers getting all the benefits under the DCP Regulations, including but not limited to TDR and fungible FSI, it is agreed that the Developers shall:

8.1 PROVIDE NEW FLAT WITH ADDITIONAL AREA

a) In lieu of the present flats in use and occupation of the Existing Members, each of the Existing Member in the Newly constructed building shall be provided free of costs, new flats as per the details as set out in Annexure "J" hereto.

b) Further agreed that any revenue taxes payable, if any, on the New Premises shall be borne and paid by the Existing Members, as case may be, and the Developer shall not be liable or responsible to pay the same.

c) A list of the bonafide members of the Society has been furnished along with details with respect to area. In lieu of their existing flats of the existing members square feet carpet area as per the annexure obtained from MCGM each of these eligible members will be entitled to a flat having additional area free of cost as per MCGM annexure, which is inclusive of compensatory fungible area (+/- 2% tolerance) in the newly constructed building for the existing members and it is agreed that the permanent alternate accommodation will be provided to the concerned members in the new building to be constructed for them as is more particularly set out hereinafter is more particularly set out in "Annexure J". The Developer agrees to offer a concessional rate purchase by existing Residential members of additional area over and above the free of cost additional area as mentioned in "Annexure J". Such concessional rate shall be calculated @Rs. 36,000/- per sq. ft. A carpet area. Such concessional rate will be offered to a maximum area equal to 10% of the carpet area as per the annexure obtained from MCGM of the existing members. Any extra area purchased by any of the existing member over and above the area given at the abovementioned concessional rate shall be purchased at the rate as quoted by the Developer.

8.2 AMENITIES TO BE PROVIDED IN THE NEW PREMISES

The Developers hereby undertake that the standards of construction and quality of construction shall be the same for the New Premises to be handed over to the Existing Members and the Free Sale Premises. The Developers shall provide amenities in the New Premises as set out in Annexure "K" hereto.

8.3 DISPLACEMENT COMPENSATION IN RESPECT OF TEMPORARY TRANSIT ALTERNATE ACCOMMODATION

- a. The hardship compensation of Rs.100/-per sq. feet of Existing area to all members with increase of 7% p.a. as more particularly described in Annexure 'J' hereto..
- b. Rs.15,000/- as packing and moving charges will be disbursed to each of the existing members by the developer.
- c. The Developer shall pay to each existing member of the Society Total sum of Rs.1500/- per sq. ft. as per the area mentioned in the M.C.G.M. annexure as corpus fund/ hardship compensation. And the Corpus Fund will be paid directly to the individual members in three instalments i.e.
- d. 10 % of the corpus fund will be disbursed on execution of Development Agreement/Power of Attorney.
- e. 40 % of the corpus fund will be disbursed on vacating the flats.
- f. 50% of the corpus will be provided on the possession handed over in newly constructed building.
- g. The Developer shall pay a hardship compensation of Rs.100/- (Rupees Hundred Only) per square feet on the carpet area as per annexure of MCGM plus applicable GST if any and one month hardship compensation as brokerage, to each member until offering over the possession of each flat on fit out, the aforesaid monthly rent/compensation amount payable to each existing society member shall increase by 7 % as follows:

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on vacating the flats	32	230
the possession handed over in	4027	2022

- (I) 24 month post-dated cheques (PDC) on vacating the flat/premises.
- (II) 6 month deposit or at actual whichever is lower shall be payable for alternate accommodation which will be recovered from the last instalment of corpus fund.
- (III) Upon completion of first 11 months, the Developer shall pay PDC's of hardship compensation with 7% increase as mentioned in Annexure 'J' attached herein and it is being further agreed that notwithstanding the force majeure circumstances wherein the time limit of 36 months is getting extended, nonetheless the Developers shall continue to pay hardship compensation at the agreed rate during the period of force majeure till the possession date. The hardship compensation will begin on date of the flats being vacated by all the Members.



- h. Further agreed that the taxes (including GST) payable, if any, on the Displacement Compensation shall be borne and paid by the Developer. However the Developers shall be entitled to deduct Tax Deducted at Source (TDS), if applicable, on the Displacement Compensation as payable to the Existing Members.

8.4

CAR PARKING SPACES TO BE PROVIDED FOR THE EXISTING MEMBERS OF THE SOCIETY

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2022	a)	The Developers shall provide 1 car parking space to each of the existing member, as per the provisions of DCPR 2034 and hence 12 car parking spaces shall be allotted to the society accordingly.

- b) The Developers shall provide Car Parking Spaces to the Society for allotment to its members as per the provisions of DCPR, 2034 and the same shall be allotted by the Society to its Members. Car Parking Spaces allotted to the Existing Members which shall collectively be referred to as "Society Car Parking Spaces".
- c) On the plans being sanctioned the Developers shall in consultation and agreement with the Society earmark the Society Car Parking Spaces as provided hereinabove.
- d) It is hereby agreed and clarified by the Parties that after allocating the car parking space to the society, all the remaining car parking spaces shall belong to the Developers ("Developer's Car Parking Spaces") which shall be allotted by the Developers to the Purchasers of the Free Sale Units which shall be accepted by the Society without any dispute or raising any query in any manner howsoever of any nature whatsoever (as the case may be).
- e) It is agreed and clarified by and between the parties hereto that the Society Car Parking spaces allotted to the each of respective Existing Members from the Developers shall be used only for the purposes of parking the vehicles and for no other purposes of whatsoever nature.
- f) No car parking space shall be allotted by the Developers to any outsider / third party, and all car parking spaces shall either be allotted to the Existing Members or the purchasers of the Free Sale Premises, as stated hereinabove.

8.5 COMMON AREAS

- (a) The Developers will provide all incidental and common areas including entrance lobby area, staircase, mid-landing, common terrace, common toilets in the common areas for watchmen and servants and benefits arising there-from will be made available to all the members (existing & new) but the same shall not be mounted in the carpet area to be provided to the Society's members as mentioned above. The Developers agree not to put up any construction on the overhead terrace in the New Building to be constructed on the said Property save and except the overhead water tank, lift machine room, solar panels and such other common amenities. The overhead terrace shall always belong to the Society. No hoarding, mobile phone or antenna/relay tower or any form of wireless tower/cable tower or any other installation shall be permitted to be erected / installed on the said common terrace of the Society's New Building to be constructed on the said Property by the Developers. The Developers shall not sell, lease, give on leave and license or any other basis and/or encumber in any manner



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By the MCGM free of FSL. The Society Office shall be a common amenity of the entire project and be utilized not only by the Existing Members but also by the purchasers of the Free Sale Premises.	

- ii. It agreed that the existing committee of the said society shall continue to operate for a period of 5 years in the new society to be formed including the new members post obtaining full O.C.

10 RIGHT TO DISPOSE-OFF FREE SALE FLATS AND DEVELOPER'S CAR PARKING SPACES BY THE DEVELOPERS

- a) The Society hereby agrees and confirms that the Free Sale Premises shall belong to the Developers herein, which the Developers shall be entitled to sell, deal with and/or dispose-off and/or given on lease and/or give on leave and license in a lawful manner in accordance with RERA guidelines rules and regulations or for the consideration and on the terms and conditions as the Developers may in its sole discretion deem fit and proper and appropriate the entire consideration received for the same to themselves without the Developers being responsible and/or liable either to render account thereof and/or make over sale proceeds and/or profit made there from to the Society and/or to either of the Existing Members herein.

- b) The prospective purchasers of the flats from the Developers shall at their risk and responsibility, be free to borrow housing loan from any financial institution/ bank/ organization/ employer by mortgaging the flats allotted to them.

- c) Repayment of the loans, interest and other charges on such loans shall be the sole responsibility of such prospective purchaser availing such loan. However, on non-payment of the loan, the proposed member, the recourse available to the financial institution would be only to such flat and the flat allottee and not to the said property or any part or portion thereof. If, in the event any financial institution/ bank/ organization/ employer requests the Society for the no objection letter for granting such loan, the Society shall ~~obtain~~ by providing the same.



The Society hereby agrees and confirms that the Developers shall be entitled to sell / allot / reserve (as the case may be) all the Developer's Car Parking Spaces to the Purchasers of the Free Sale Premises at or for the consideration and on the lawful terms and conditions and without in any manner curtailing the rights of the Existing Members as the Developers may in its sole discretion deem fit and proper and appropriate the entire consideration received for the same to themselves without the Developers being responsible and/or liable either to render account thereof and/or make over sale proceeds and/or profit made thereof to the Society and/or to either of the Existing Members herein. The allocation of the Developer's Car Parking Spaces shall be accepted by the Society without raising any dispute or query in any manner howsoever of any nature whatsoever (as the case may be). (Parking

will be given to members/purchasers of the flats in the buildings
No outsider will be given parking in the said property.)

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e) The Developers shall be solely liable and responsible to discharge all the obligations of a promoter in respect of the project under The Real Estate (Regulation and Development) Act, 2016 read with The Maharashtra Real Estate (Regulation and Development) Rules, 2017 and notifications, circulars, office orders passed thereunder ("RERA") as also under the Agreement for Sale that may be entered into for sale of Free Sale Premises and will do all acts, deeds, matters and things as they may be required to do thereunder.

11 ENROLLMENT OF PURCHASERS OF THE DEVELOPERS AS EXISTING MEMBERS OF THE SOCIETY

(a) Parties agree that the person/s to whom the Free Sale Premises have been sold by the Developers shall be enrolled as members of the Society receipt of OC prior to occupation of their premises the Society receiving a written intimation thereof from the Developers along with a photocopy of the Agreement for Sale duly stamped and registered and on payment of (i) Rs. 100/- as membership fees and (ii) sum of Rs. 500/- for purchase of shares of the Society to the person/s so nominated by the Developers herein and (iii) an amount by way of contribution to the Reserve Fund/Sinking Fund of the Society (as on the date of making application for membership to the society)



(b) Agreed that apart from above, the Society shall not charge/demand any transfer fees and/or premium and/or compensation by whatsoever nomenclature called for admitting such purchaser/s of the Free Sale Premises from the Developers as members of the Society. PROVIDED HOWEVER FURTHER, it is agreed and recorded by and between the parties hereto that after obtaining OC, in the event of any of the Free Sale Premises remaining unsold and/or being retained by the Developers the Developers shall pay to the Society proportionate maintenance for the unsold Free Sale Premises from the date of receipt of OC. The Society shall not charge/demand any transfer fees and/or premium and/or compensation by whatsoever nomenclature called for admitting the Developers as the members of the Free Sale Premises, and neither shall the Society charge/demand any transfer fees and/or premium and/or compensation by whatsoever nomenclature called for admitting purchasers of the (unsold) Free Sale Premises pursuant to the Developers selling the (unsold) Free Sale Premises after being members thereof.

(c) The purchasers of the Free Sale Premises sold by the Developers shall rank *pari passu* with the Existing Members on being admitted to the Society and shall be bound and liable to abide by all the rules, regulations and bye-laws of the Society.

12 DEFECT LIABILITY PERIOD

a) Society shall have rights to audit the development activities from time to time either by themselves or through the authorized



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Architect Project Consultant in relation to quality and progress of the Building and give their suggestion and comments which would be duly considered and implemented by the Developer, if it is in the benefit of both the parties without affecting MCGM sanction and also accepted by the Architect of the Developer.

b) The period of five years from the date of the occupation certificate in respect of the New Premises shall hereinafter be called the Defect Liability Period. The Developers hereby guarantees the workmanship of the construction of the New Building for the Defect Liability Period.

c) If the Society brings to the notice of the Developers any structural defect in the New Premises provided to the Existing Members or any defects in the work done within the Defect Liability Period, it shall wherever possible, be rectified by the Developer without any charge. However, Parties agree and confirm that a negative list from the PMC shall be obtained and that any usage / maintenance carried out by the Existing Members contrary to the negative list of the society's PMC or any damage due to any structural change carried out by any existing member and/or wear and tear of whatsoever nature on account of ordinary usage is caused then in a manner which is contrary to generally acceptable standard when such event shall absolve the Developers from their obligation under this Clause and the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused and Existing Members themselves shall be liable to rectify and reinstate the same at his/her/its/their own costs.

d) The Developers shall obtain guarantee / warranties from manufacturers of equipment manufacturers. All such guarantees / warranties shall be obtained by the Developers at their costs and expenses however in favour of the said Society with the address of the said Society properly indicated thereon.

COMPLAINTS/GRIEVANCES

It is agreed by the Society that no member of the Society shall directly approach the Developers for any grievance and/or complaint. If any grievance, complaint, suggestion shall be routed through Managing Committee of the Society to the Developers before taking possession of the New Premises.

14 MEETINGS WITH SOCIETY

i. Regular meetings shall be held by the Developers and/or representatives with the Society to update them on the progress / quality of the work. The members of the Society or the authorized representative of the Society shall be entitled to inspect the site not more than once a month at their own risk, costs and expenses.

ii. Further, it is agreed by and between the parties hereto that the PMC (Project Management Consultant) appointed by the Society shall be



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Possession Date and all claiming by, through, under or in trust of the Society Existing Members of, from by and against any claims, demands, suits, proceedings, that may be preferred or instituted by any person/s claiming by through, under or in trust of the Developers and all losses, damages liabilities and costs, charges and expenses suffered or likely to be suffered the Society their nominee/s may suffer, incur or face by reasons of any act, deeds or matter or things done or omitted to be done knowingly or unknowingly by the Developers under this Deed or arising out of non-compliance of laws by the Developers.

(ii) The Developer hereby indemnifies and agrees to keep indemnified the Society and Existing members against all claims, costs, charges, expenses incurred or likely to be incurred by them, damages suffered or likely to be suffered arising out of

a) breach of any provisions of this Agreement by the Developer,	8029	80	230
b) Any misstatement, misrepresentation made by the Developer.	2022		

c) Any defaults of the Developer under this Agreement or any acts or omission of the Developer or delay in performance, non-performance, non-fulfillment of any obligation to be performed by the Developer under this agreement.



by negligent acts of the Developer.

BY THE SOCIETY & EXISTING MEMBERS

(i) The Society and the Existing Members do and each of them do hereby jointly and severally indemnify the Developers and their

partners, employees and nominees damages, liabilities and costs, charges and expenses the Developers or their nominee/s may suffer, incur or face, any breach or misrepresentation of the representations and warranties provided in this Agreement for Re-Development from time to time and at all times and further agree and undertake to indemnify and keep indemnified the Developers and all claiming by, through, under or in trust of the Developers of, from by and against any claims, demands, suits, proceedings, that may be preferred or instituted by any person/s claiming by through, under or in trust of the Society and/or any third party with respect to the title of the said Property and all losses, damages, liabilities and costs, charges and expenses the Developers or their nominee/s may suffer, incur or face by reasons of any act, deeds or matter or things done or omitted to be done knowingly or unknowingly by the Society under this Agreement.

(i) The Society hereby indemnifies and agrees to keep indemnified the Developer against all claims, costs, charges, expenses incurred or likely to be incurred by them, damages suffered or likely to be suffered arising out of breach of any provisions of this Agreement by the society.

(a) Any misstatement, misrepresentation made by the Society




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(b) Any default of the Society or any acts of omission of the Society or non-performance, non-fulfillment of any obligation to be performed by the Society under this agreement		

20 NAME OF NEW BUILDING

The name of the new building shall be MADHAV KUNJ by SEVENFOLDS and that the name of the said Society shall be MADHAV KUNJ CHSL.

21 LIBERTY FOR MODIFICATION

Agreed that notwithstanding anything stated or provided herein, the Parties hereto shall have full powers and discretion to modify, alter or vary the terms and conditions of this Agreement for Re-Development in any manner whatsoever as the Parties herein may deem fit, by mutual Agreement. Any such changes / amendments / modifications shall be binding on the parties only in the event of the same being recorded and/or reduced to writing/s and the same be signed by all the Parties herein and there upon the said writing/s shall become appendage and part of this Agreement for Re-Development.

22 TERMINATION

In the event the Developer fails to obtain IOD and CC in respect of the plot which is vacant and handed over to the Developer then, within 6 months of execution of this agreement, (save and except time taken for taking action against Vikram and Vineet Sharma) then in such event, the Society shall call upon the developer by issuing them a notice period of 15 days and thereafter the developer shall resolve the dispute issue within 30 days failing which the society shall have right to terminate this agreement and Developer shall then have no right of nature whatsoever upon the Society and/or Members including but not limited to claim for costs and expenses which it may have incurred till date of termination.



HEADINGS

Proceedings in this Agreement for Re-Development have been included solely for ease of reference and shall not be considered in the interpretation or constructions of this Agreement.

24 FURTHER ASSURANCES

Each of the Parties hereto shall co-operate with the others and execute and deliver to the others such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry-out, give effect to and confirm the rights under this Agreement for Re-Development.

25 NOTICES

Any notice or other communication of like nature that may be given by one party to the other shall always be in writing and shall be served by

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hand delivery duly acknowledged or sent by Registered Post with acknowledgement due and by no other mode at the respective addresses set out herein below or at such other address as may be subsequently intimated by one party to the other in writing as set out herein. Any such communication shall be deemed to have been served when sent by Registered Post and when the same is actually received by the addressee. There shall be deemed acceptance of the communication in case of refusal / evasion of service of the communication.

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26 BINDING NATURE OF THE AGREEMENT

This agreement has been entered in to with the consent of all the Existing Members of the Society and therefore, any internal dispute, change in constitutions in the Society or in the Managing Committee shall not affect this Agreement for Re-Development.

ADDRESS OF THE SOCIETY AND DEVELOPERS AS SETOUT HEREIN

MADHAVKUNJ CO-OPERATIVE HOUSING SOCIETY LIMITED, bearing Registration No.BOM/W-KE/HS/GTC/9728/97-98 dated 26th September 1997, Madhavkunj, Final Plot No.180 (part), Dixit Road, Vile Parle (East), Mumbai – 400 057

(SOCIETY)

M/S. SEVEN FOLDS CONSTRUCTIONS I.L.P. a partnership firm, through its partner Mr. Fauzaan Ashraf Khan and Mr. Sandeep Satishkumar Saboo, Indian Inhabitant, having office at 807, Sri Krishna, Opp. Laxmi Industrial Estate, New Link Road, Andheri (West), Mumbai 400 053, hereinafter called "the Developer" (DEVELOPERS)

NON-WAIVER

Any delay tolerated or indulgence shown by the Society or Developers in enforcing the terms and conditions or provisions herein mentioned or any forbearance or giving of time by them to the other respectively, shall not be treated or construed as a waiver of any breach, violation, non-observance, non-performance or non-compliance, nor shall the same in any manner prejudice the rights and interests of the Society or Developers.

28 SEVERABILITY

In the event of any part of this Deed of Re-Development being read down by any court and/or being rendered as not enforceable in law. Than in that event such part of this Agreement shall be treated as if not forming part of this Agreement for Re-Development while remaining Deed shall continue to be in force.

29 JURISDICTION



Courts at Mumbai alone shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement for Re-Development to the exclusion of all other courts.

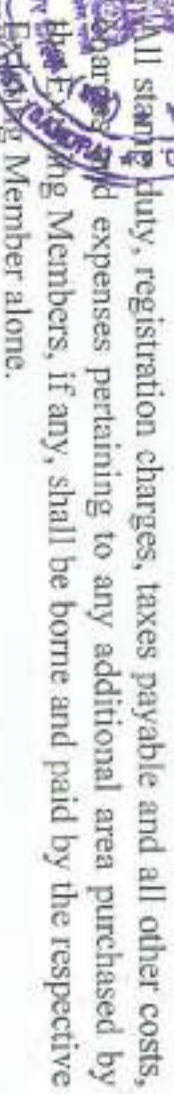
Each Party shall bear and pay their respective legal fees, costs, charges & expenses for the purposes of the transactions contemplated herein..

(a) The original copy of this Agreement for Re-Development shall be in the custody of the lawyer till this document is registered, post which it will be handed over to the Developers. A certified true copy shall be in the custody of the Society.

- (b) It is agreed and recorded by and between the parties hereto that this Agreement for Re-Development shall not be construed as partnership and/or joint venture by and between the parties hereto, but are the relations between the parties hereto are on principal to principal basis.

(a) Agreed that the Stamp Duty, Registration Charges, GST (if any and if applicable) etc., payable on this Agreement for Re-Development, Power of Attorney, shall be borne and paid by the Developers.

- (b) It is agreed by and between the parties hereto that the Developers shall solely be liable to pay the stamp duty, registration charges and GST (if applicable), etc. for the Individual Tripartite Agreement in respect of the additional free area to be provided to each of the Members in terms of this Agreement.



Annexure	Particulars
ANNEXURE "A"	Copy of Society Registration Certificate,
ANNEXURE "B-1"	P.R. Card.
ANNEXURE "B-2"	Index II
ANNEXURE "C"	Description of building and Flats in the building
ANNEXURE "D"	Copy of Assessment bill
ANNEXURE "E"	Offer letter dated 5 th October 2021
ANNEXURE "E-1"	Revised Offer letter dated 9 th October 2021
ANNEXURE "F"	S.G.M. resolution dated 24 th October 2021 for appointment of Developer
ANNEXURE "G"	Appointment letter dated 26 th October 2021 in favour of SEVEN FOLDS CONSTRUCTIONS LLP.

OF SEVEN FOLDS CONSTRUCTIONS LLP.

ANNEXURE "H"	Acknowledgement of appointment letter dated 13 th November 2021
ANNEXURE "I"	Resolution dated 21 st December 2021 approving Development Agreement and power to committee to sign all any legal documents for redevelopment.
ANNEXURE "J"	Description of new area of members along with hardship compensation and rent
ANNEXURE "K"	List of Amenities
ANNEXURE "L"	Mode and Manner of amalgamation of the plots

6029	68	230
2022		

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

All the piece and parcel of land or ground together with the building Madhavkunj along with appurtenant land, Admeasuring 750 sq. meters or about lying being and situated at 93, Dixit Road, Vile Parle (East), Mumbai - 400 057, Final Plot No.185, T.P.S- II, having City Survey No. 1611/ (1) to (15) within the registration district of Mumbai Suburban District and bounded as follows:

On or towards the West : Shraddhanand Road.

On or towards the South : Plot no. 189 & 190 of the said scheme C.S. no. 1609 & 1610

On or towards the North : Dixit Road.

On or towards the East : Plot no. 187 of the said scheme C.T.S. no. 1612/8.

IN WITNESS WHEREOF parties hereto have hereunto set their respective hands and seals to this deed the day and year first hereunto written.



SIGNED, SEALED AND DELIVERED
BY THE PARTY OF THE FIRST PART
Within named "SOCIETY"

MadhavKunj Co-operative Housing Society
Duly authorized as per the Special General
Body Resolution dated 21st Dec 2021

(1) Shri.Rita S. Dikshit, Chairman,



) Rita S. Dikshit

(2) Shri. Roochy J. Pandya, Secretary,



) Roochy J. Pandya

(3) Shri. Sunanda V. Agarwala, Treasurer,



) Sunanda V. Agarwala

2027-28		
2027	28	230

SIGNED, SEALED AND DELIVERED
BY THE PARTY OF THE SECOND PART

The within named "DEVELOPERS"

The authorized Partners(s) of

M/S. SEVEN FOLDS CONSTRUCTIONS L.P.P.

through its Partners

Mr. Fauzaan Ashraf Khan



Fauzaan Ashraf Khan



Mr. Sandeep SatishKumar Saboo.
(Duly authorized under a Resolution passed
in the meeting dated .1st December 2021.....)



Sandeep SatishKumar Saboo



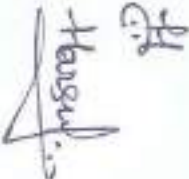
SIGNED, SEALED AND DELIVERED
BY THE PARTY OF THE THIRD PART

The within named "MEMBERS / CONFIRMING PARTIES"



Sr. No	Member and Joint Member	Thumb Impression	Signature	Photo
1.	PAVANKUMAR SANWARIA			
	PAVANKUMAR SANWARIA REALTY PVT. LTD.			
3.	MS. RITA S. DIKSHIT			



4.	MR. SUNIL M. GUPTA			
5.	MR. RAMESH HETAMSARIA & MRS. NIRAMALA HETAMSARIA			 
6.	MR. V. SHARMA			
7.	MRS. SUNANDA V. AGARWALA			
8.	MR. SHASHIKANT R. PATEL & MRS. ROOCHY J. PANDYA			 
9.	PAVANKUMAR SANWARIA REALTY PVT. LTD.			

10	MRS. SUNANDA V. AGARWALA			
11	PAVANKUMAR SANWARIA REALTY PVT. LTD.			
12	MIR. KASHYAP S. VATANDAR			



FOR MADHAV KUNJ CHS LTD.FOR SEVEN FOLDSCONSTRUCTIONS LLP

Sunanda Agarwala
Pav. Sanwaria
Mir. Kashyap S. Vatandar
 (SECRETARY / CHAIRMAN / TREASURER) (PARTNER / PARTNERS)

बंदर-२७	४०	२३०
२०२२		



—: नादणाच प्रमाणपत्र :-

नोदणी क्रमांक : बी ओ एम / [डकलपु-१०ई] / एचएलजी / टीसी / ९७२८ / वन ९७-९८/९७

या प्रमाणपत्राद्वारे प्रमाणित करण्यांत येत आहे की,

महसुल को-ऑपरेटिव्ह हीटिंग तोतापटी लि.

लॉट नं. १८५, टीपीएल II, विलेपार्ले [पूर्व]

मुंबई- ४०० ०५७.

बदर-१७/		
४७०११	४८	२३०
२०२२		

ही संस्था महाराष्ट्र सहकारी संस्थाचे अधिनियम १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक २४) कलम १ (१) अन्वये नोंदणीत आलेली आहे.

अधिनियम अधिनियमान्या कलम १२ (१) अन्वये व महाराष्ट्र सहकारी संस्था अधिनियम १९६१ मधील नियम क्रमांक १० (१) अन्वये येथेचे वर्गीकरण गृहनिर्माण संस्था

संस्था असून गृहनिर्माण मांडेकर तहभागीदारी गृहनिर्माण संस्था आहे.



महो

[Signature]

वय निर्णय

कार्य कलम (के-पुर्व) विषय

सुचर्य.



मुंबई - ५७
दिनांक २६

१९९२



बदर-१७/		
२०२२	२२	०३



बदर-१७/		
५९	५९	२३०
१००२		



बदर-१७/		
१७७७	५३	२३०
२०२२		



महाराष्ट्र शासन

जमाबंदी आयुक्त आणि संचालक भूमिआमलेख महाराष्ट्र राज्य, पुणे

சுருக்கம்

19675

मालमता पत्रक				19675
माद्य/पीठ : विन्ध्याल (9)	हार्दका/न.भू.का. : नगर गुणपन ब्रह्मिकरी, विन्ध्याल	विहटा : मुंबई अधनगर		
नगर गुणपन ब्रह्मिक	विहटा/कां. क्षेत्र था. भी.	नगर गुणपन		
नगर गुणपन	विहटा/कां. क्षेत्र था. भी.	नगर गुणपन		

बदर-१७/		
६५७७	५४	२३०
२०२२		

[illegible]

११. निम्नलिखित परिचय (डिजिटल ३/१७/२०१९, १२:००:०० AM) पोलीस डिपार्टमेंट के माध्यम से भेजा गया था।
नाम: मिहिरा बसिन्हा, आकाश डिजिटल १२/०७/२०१९, १२:३६:४९ PM
वेबसाइट: <http://aspirants.in>
यदि आप इस पत्र को देखें, तो आप इसे aspirants.in@gmail.com पर भेज सकते हैं।
आपका आभार,
मिहिरा बसिन्हा





अदर-१७/		
५०९	५५	२३०
२०२२		





बदर-१७/		
५०९	५०	२३०
२०२२		



महाराष्ट्र शासन

जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

मालमत्ता पत्रक

19677			
गाव/चेत : विलपाई (३)		तालुका/ज.मू.का. : नगर भुमाण	
		अधिका.दी.विदेपाई	
नगर भुमाण क्रमांक	शिरा:प्लॉट: क्षेत्र चौ.मी.	सारणाधिकार	शासनाला दिलेल्या जाकारपत्राची किंवा माल्याचा तपाशिल आणि त्याच्या क्रियेपासूनची निघत देत
क्र.१५/४	१८६०	ही	कि.म.२००००.०००.०००
बंदर-२४७/ ५०२१ ५८ २३० २०२२			
भूमिआधिकार जवळपास मूळ पारक ११ वर्ष : [लीमटी मालकीबद्द विलपाय विलपाय]			
पट्टेदार बंदर पार बंदर ओर			

देशीक	व्यवहार	खंड क्रमांक	नविन पार काळा) किंवा पार	साधारकप
०५/०५/१९७०	न.म.का. १९५५ व १९५६ मधील मानाई जाकारपत्रात न.म.का. ५९५८ अंमलबजावणी जाकारपत्रात न.म.का. ५९५९ संदर्भी काराकरी क्षेत्र जाकारपत्रे करण्यात येते.			सही- ०५/०५/१९७० वि.मि.मि.मू. (विक्रय)
०५/१५/१९७८	न.मू.का. ५९५९ प्रमाणे	४	५९५९ धनःसावता संचालन पार ०५/१५/१९७८ न.मू.का. ५९५९	सही- ०५/१५/१९७८ न.मू.का. ५९५९
१९५८/०५/१९८५	विनयेसी तारा जेंद न.मू.का. ५९५९ प्रमाणे.			सही- १५/०५/१९८५ न.मू.का. ५९५९
१५/०५/१९८५	वि शे सारा/मुदतपार न.मू.का. ५९५९ प्रमाणे.			सही- १५/०५/१९८५ न.मू.का. ५९५९
१९८५/१५/२०१५	न.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख पारक १९८५ पुणे सार्वजनिक परिपत्रक क्र.५५/५/मि.१/जमाबंदी नॉव/२०१५ पुणे वि.१५/२/२०१५ व इकडील अर्देत क्र.५५/५/मि.१/जमाबंदी नॉव/२०१५ दिनांक १५/१५/२०१५ मध्ये केवळ सार्वजनिक नॉव/२०१५ मधील क्षेत्र न विलकाय परिपत्रकातील क्षेत्र वेळेत जातले मिळकत पत्रिकेवर नमूद ओळी ओर अर्दी अर्देत पुर्णतः नव नमोना चौ.मी. नव नव केले.			सही- १५/१५/२०१५ न.मू.का. ५९५९

३ महाराष्ट्र शासनाचे अधिकारी



हे विक्रय पत्रिका दिनांक १५/१५/२०१५ १२:००:०० AM शेवटी डिजिटल स्वाक्षरीत केले अस्त्यागुळे त्यावर कोप्याची सही विक्रीची आपल्याकला नाही. विक्रय पत्रिका जाकारपत्रात दिनांक १५/१५/२०२२ १२:३५:०२ PM शेवटी पत्रिकावरी सही <http://www.maharashtra.gov.in> या वेळी स्विकारत जाकार २२०५ १०००० ५०५५७२ २१ अर्माक थावता.





बदर-१७/		
५०१	५२	२३०
२०२२		



महाराष्ट्र शासन

उमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

मालमत्ता पत्रक

15878			
माल/पैठ : विलेपार्ले (पु)		मालुका/न.मु.का. : नगर भूमापन अधिकारी, विलेपार्ले	
नगर भूमापन कार्यालय		डिप्टी/कॉर्पोरेट क्षेत्र वी.सी.	वारमाधिकार
प्लॉट/प्लॉट	नंबर/नंबर	५८/१०	को
		आयनाला विलेपार्ले आकारमापा किंवा माक्यावा वारविलेख वाणिज्य वाक्या क्षेत्रमापकाणीची प्रियत वेळ किंवा न.मु.पु.प्रमाणे.	

भुविमाधिकार	वदर-१७/		
उपकरणाचा मुल्य वापरक न	४७२१		
वर्ग : [सीमाली नगरपालिकाई विस्तारान विस्तार नयाना]	६०		
पट्टे नगर	२३०		
इतर वार			
इतर क्षेत्र	२०२२		

क्रमांक	व्यवहार	वेळ कार्यालय	नविन वारकमापा पट्टे वापरा किंवा मार	साक्षात्करण
०५/०७/१९७०	म.स.व्या. १९५६ च्या अधिन मापन मापन व्यवहाराना म.स.रा.व्या. १९५८ क्षेत्रमापनवाणी कायद्यानुसार व न.रा.व्या.नामक क्षेत्रीय कायद्यानुसार क्षेत्र आकाराचे रूपान्तर केले.	वेळ कार्यालय	नविन वारकमापा पट्टे वापरा किंवा मार	साक्षात्करण
०२/१५/१९७८ न.मु.का. ५६/११ प्रमाणे.		म.स.व्या. १९५६ च्या अधिन मापन मापन व्यवहाराना म.स.रा.व्या. १९५८ क्षेत्रमापनवाणी कायद्यानुसार व न.रा.व्या.नामक क्षेत्रीय कायद्यानुसार क्षेत्र आकाराचे रूपान्तर केले.	म.स.व्या. १९५६ च्या अधिन मापन मापन व्यवहाराना म.स.रा.व्या. १९५८ क्षेत्रमापनवाणी कायद्यानुसार व न.रा.व्या.नामक क्षेत्रीय कायद्यानुसार क्षेत्र आकाराचे रूपान्तर केले.	साक्षात्करण
१९३/०४/१९८१	म.स.व्या. १९५६ च्या अधिन मापन मापन व्यवहाराना म.स.रा.व्या. १९५८ क्षेत्रमापनवाणी कायद्यानुसार व न.रा.व्या.नामक क्षेत्रीय कायद्यानुसार क्षेत्र आकाराचे रूपान्तर केले.	म.स.व्या. १९५६ च्या अधिन मापन मापन व्यवहाराना म.स.रा.व्या. १९५८ क्षेत्रमापनवाणी कायद्यानुसार व न.रा.व्या.नामक क्षेत्रीय कायद्यानुसार क्षेत्र आकाराचे रूपान्तर केले.	म.स.व्या. १९५६ च्या अधिन मापन मापन व्यवहाराना म.स.रा.व्या. १९५८ क्षेत्रमापनवाणी कायद्यानुसार व न.रा.व्या.नामक क्षेत्रीय कायद्यानुसार क्षेत्र आकाराचे रूपान्तर केले.	साक्षात्करण
१९३/०३/१९८३	म.स.व्या. १९५६ च्या अधिन मापन मापन व्यवहाराना म.स.रा.व्या. १९५८ क्षेत्रमापनवाणी कायद्यानुसार व न.रा.व्या.नामक क्षेत्रीय कायद्यानुसार क्षेत्र आकाराचे रूपान्तर केले.	म.स.व्या. १९५६ च्या अधिन मापन मापन व्यवहाराना म.स.रा.व्या. १९५८ क्षेत्रमापनवाणी कायद्यानुसार व न.रा.व्या.नामक क्षेत्रीय कायद्यानुसार क्षेत्र आकाराचे रूपान्तर केले.	म.स.व्या. १९५६ च्या अधिन मापन मापन व्यवहाराना म.स.रा.व्या. १९५८ क्षेत्रमापनवाणी कायद्यानुसार व न.रा.व्या.नामक क्षेत्रीय कायद्यानुसार क्षेत्र आकाराचे रूपान्तर केले.	साक्षात्करण
१९६/१९/२०११	म.स.व्या. १९५६ च्या अधिन मापन मापन व्यवहाराना म.स.रा.व्या. १९५८ क्षेत्रमापनवाणी कायद्यानुसार व न.रा.व्या.नामक क्षेत्रीय कायद्यानुसार क्षेत्र आकाराचे रूपान्तर केले.	म.स.व्या. १९५६ च्या अधिन मापन मापन व्यवहाराना म.स.रा.व्या. १९५८ क्षेत्रमापनवाणी कायद्यानुसार व न.रा.व्या.नामक क्षेत्रीय कायद्यानुसार क्षेत्र आकाराचे रूपान्तर केले.	म.स.व्या. १९५६ च्या अधिन मापन मापन व्यवहाराना म.स.रा.व्या. १९५८ क्षेत्रमापनवाणी कायद्यानुसार व न.रा.व्या.नामक क्षेत्रीय कायद्यानुसार क्षेत्र आकाराचे रूपान्तर केले.	साक्षात्करण





बदर-१७/		
२०२२	६९	१३०





बदर-१७/		
५०५९	६५	२३०
२०२२		





बंदरा-२७/		
५०२९	६५	२३०
२०२२		

