

30. EXECUTION OF TRIPARTITE AGREEMENT:

Agreed
between
herein s
date of

provided

Any such changes/amendments/modifications shall be binding on the parties only in the event of the same being recorded ^{for} and/or reduce to writings and the same being signed by the

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puloz Panchalk.R. Chin Chin

parties herein and there upon the said writing shall become appendage and part of this Development Agreement.

32. HEADINGS:

The headings in this Development Agreement have been included solely for the sake of reference and shall not be considered in the interpretation or constructions of this Development Agreement.

33. ENTIRE AGREEMENT - AMENDMENTS:

No addition/alteration or amendments to any of the terms, condition and provision mentioned herein, shall be valid, operative, effective, binding upon or enforceable against any of the parties hereto unless the same are recorded in writing and signed by the all the parties hereto.



34. FURTHER ASSURANCES:

Each of the parties hereto shall co-operate with each other and execute and deliver such Instruments and such document and take such other action as may be reasonably requested from time to time in order to carry out, give effect to and confirm the rights under this Development Agreement.

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Arabhu *manan* *rucon* *Meloni D*
Parchul K.R. *guf* *guf*

35. NOTICES:

Any notice or other communication of like nature that may be given by one party to other shall always be in writing and shall be served by hand delivery duly acknowledged or to be 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 when actually received by the addressee.

There shall be deemed acceptance of communication in case of refusal/evasion of service of the communication.



36. ARBITRATION:

All disputes, differences and/or claims, arising out of this Agreement whether during its subsistence or thereafter shall be settled by arbitration in accordance with the provision of Arbitration and Conciliation Act, 1996 or any other statutory amendments or re-enactment thereof as applicable and shall be referred to the arbitration of arbitrator or arbitrators nominated

by the parties herein. In the event of disarrangement in nomination of Sole Arbitrator each party shall appoint one Arbitrator and then all the Arbitrators with each other's

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Abhishit Chavhan *Chavhan* *Deekhar* *Deekhar*
Deekhar *Emrahkhan* *Emrahkhan* *Emrahkhan*
Manish *Ravi* *Ravi* *Mulvi-D*
Panchal K.R. *Chavhan* *Chavhan*

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shown to the Society

a. In the event the tentative plans as shown to the Society (insofar as it relates to the Flats, agreed to be granted), require to be changed or varied on any account whatsoever, the Developers shall get the same approved from the Society or the Architect appointed by the Society, for further proceeding with the submission of the same and /or obtaining approval thereof. However, such approval shall not be withheld by the Society without any valid and cogent reason.

reason.

<u>Chamy</u>	<u>Chamy</u>	<u>Aheer</u>	<u>Berkar</u>
<u>Emkuthorin</u>	<u>Emkuthorin</u>	<u>Duchter</u>	<u>Mulawo</u>
<u>Ahabur</u>	<u>maneri</u>	<u>puto</u>	<u>puto</u>
	<u>Panchal K.R.</u>	<u>puto</u>	<u>puto</u>

b. That with regard to the unsold Flats to the Developers in the new building to be constructed on the said property, the Developers shall be entitled to let out the same on Leave and License basis and or on any other terms as the Developers may deem fit and proper, and in such event the Society shall be entitled to charge non-occupancy charges from the Developers as applicable as per the Bye - Laws of the Society.



c. That due to planning constrains, if there is a variation in the areas of the new Flats to be provided to the Members of the Society as set out in the annexure annexed herewith up to a maximum of 2 % in that event the Developers shall pay the compensation as per prevailing market rate if less than which is agreed to be provided to the Members and likewise if the area of the new Flat is found to be more than agreed under this Agreement such Member shall pay compensation to the Developers to be worked out as per prevailing market rate on Carpet area for such excess area, but if any Members has Purchased additional area or if any Members sale entire area or part of the area then the 2 % variation shall be not applicable for the that particular Members.

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d. It is agreed and understood between the parties hereto that in case if any Member of the Society wants to purchase the

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Amkulbharis *Amkulbharis*
manan *Ravi* *Mulwani* *Amul*
Panchal K.R. *Chit* *Chit*

39. The Developers shall agree to provide the amenities as per the annexure of these presents.

It is agreed between the parties hereto that Stamp duty, registration fees and other incidental charges in respect of the existing area of the premises of each Members of Society and additional benefit on the existing area to be allotted to the Members Free of Cost shall be borne and paid by the Developers alone and the Stamp duty and Registration charges along with professional fees for the additional area purchased by the Members from the Developers shall be borne by the Members only.

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and paid by the	the	9000
registration charges		

Members only.

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Panchal K.R. Chif Chif

42. LEGAL CHARGES:

The cost and charges of Advocate/ Solicitor of the parties shall be borne by respective parties hereto.

43. PAN of the parties hereto are as under:

PANDURANGWADI LAXMI NIWAS CO-OP. HSG. SOC. LTD.,

PAN NO: AAGAP7818J

M/S.MP SPACE DYNAMICS PVT. LTD.,

PAN NO: AAKCM0878R



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

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT piece and parcel of land together with building known as "**PANDURANGWADI LAXMI NIWAS CO-OP. HSG. SOC. LTD.,**"

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		463.6 S
20		Sq. Mts.

lying on the Property Survey No.70, Hissa No.3, C. T. S. No.95, of Village - Pahadi Goregaon (E), Taluka - Borivali area admeasuring 463.6 Sq. Mts. including Road Set back area admeasuring 119.90 Sq. Mts. lying and situated at Plot No.32, Pandurangwadi, Road No.4, Goregaon (E), Mumbai 400 063, in the Registration District and Sub-District of Mumbai Suburban District.

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Annam Rubay Quichau pulw-D
Panchal K.R. Ghish
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THE COMMON SEAL OF THE withinnamed }

PANDURANGWADI LAXMI NIWAS CO-OP. HSG. }

SOC. LTD., The Society above named is hereto affixed }

Pursuant to the Resolution Passed in the General }

Body Meeting held on 10th day of March 2019 }

and authorized to execute these presents }



MR.RANJAN MORESHWAR KULKARNI, Chairman, }

Ranjan Kulkarni



MR.GANESH RAMESH SHIRGAONKAR, Secretary, }

Ganesh Shirgaonkar



MRS.JYOTI S. CHAVAN, Treasure, }

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Jyoti Chavan

In the presence of:

1. Sarmar Gashwant Bhangode } Sarmar
2. Rahul Kumar Maurya } RRmaurya

SIGNED SEALED AND DELIVERED BY THE }

Within named "THE MEMBERS" }



L.H.T.I

MR.SUDHIR V. DEORUKHKAR }

Deorukhkar



L.H.T.I

MR.RANJAN MORESHWAR KULKARNI }

Moreshwar Kulkarni



L.H.T.I

MR.DILIP DATTARAM KERKAR }

Kerkar



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MRS. ASHA DILIP KERKAR

Ashu



MRS. PORNIMA HITENDRA MEHTA

Pornima



MR. GANESH RAMESH SHIRGAONKAR



Ganesh



MR. AMIT S. PRABHU

Prabhu

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