A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

to the Developer pointing out the delay and giving the Developer the opportunity to rectify the said non performance for the said performance conditions within the said specified time period. If the Developer fail/neglect to fulfill the said performance conditions due to non-performance in the given period, the Society shall be at liberty to sell the said Security Flat and receive its consideration to its own account and it will be obligatory on the part of the Developer to execute the documents pertaining sale of the said Security Flat as per direction of the Society. In such an event, the Developer shall not raise any dispute as regards the sale of the said Security Flat.

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1) BUILDING PLANS:

(i) The construction of the new building shall be as per the plans and specifications approved by Municipal Corporation and as per the terms and conditions that may be imposed in the I.O.D. which the Developers is under the obligation to fulfill. The Developers shall, at their own costs and expenses, get the plans duly approved and sanctioned from MCGM authorities. All deposits and premiums etc. and all other expenses for getting the plans approved and sanctioned from Municipal Corporation of Greater Mumbai shall be borne and paid by the Developers alone. Before submission of the building proposal plan to the municipal authorities, the Developers shall submit its copy showing the elevation, structural drawings and other details for approval to the Society and PMC. The Society shall within 15 days of such submission, intimate its approval or suggestions, if any to the Developers..Only after the said written approval of the Society and PMC provided it does not adversely affect or reduce carpet area of the New Flats, its location, specification, design to be constructed for Existing members of the Society.

(ii) Within a period of15 days from the intimation by the Developers to the Society regarding sanction of the plan, the Society shall confirm exact identity of all premises to be allotted to the existing members, the details whereof shall be submitted to the Developers. At such time, the individual agreement/s between the Developers and the existing members of the Society for allotment of new premises and benefit of parking under the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963/The Real Estate (Regulation and Development) Act, 2016 shall be executed and registered. The Stamp Duty& Registration fees and adjudication expenses, in respect of new Flat allotted by the Developer (i.e. existing plus free of cost additional area) shall be borne and paid by the Developer. Only (GST) will be borne and paid by the Developers on existing plus free of cost additional area only and if any existing member of the Society intend to purchase additional area, in such case, pertaining to the Stamp Duty, Registration fees. Adjudication expenses, Goods and Service Tax (GST) and all other taxes levied by the Government for such additional area, shall be borne and paid by the concerned Member alone, for such additional area . It is specifically clarified the stamp duty and registration charges on members' new Flat having free entitled area

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

shall be paid by the Developers on account of such members, who have joined these present as executing parties.

7. PURCHASE OF ADDITIONAL AREA BY MEMBERS& HAS MENTION IN ANNEXURE L:-

In case if any member of Society desires to purchase extra area from the Developers, the Developers may give a maximum Municipal carpet area up to 100 sq. ft carpet area to such member at price of Rs. 21,240/- (Rupees Twenty one Thousand Two Hundred and Forty only) being concessional/discounted rate for such additional area and area above 100 sq. ft. carpet area shall be charged @ Rs.25,000/- (Rupees Twenty five Thousand only) per sq.ft carpet area or as per negotiation between the individual member and Developer or as per Developer's wish. The payment Schedule for such extra area shall be as per the progress of work in accordance with provisions of the RERA. And as mentioned in Annexure "L"

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8. DEVELOPERS' ALLOCATION:

(i) The Developers shall be entitled to sell all other constructed saleable residential Premises save and except Security Flats and the said 112 (One hundred and twelve) residential flats to be allotted to the residential flat owners of the Society and floor level car parking spaces to be allotted to each existing members. on completion of the proposed development.

(ii) In view of the development proposed to be carried out by the Developers as per the terms of this Agreement, the Developers shall be entitled to sell the remaining constructed saluble residential premises along with the remaining car parking spaces (hereinafter to be collectively referred to as **"The Developers' Allocation"**. The Developers shall have inter- alia the following rights in respect of the said Developer's Allocation:

a) The Developers shall at its own account have the right to Allot, Cancel Allotment, Re-Allot, Sell, grant Leave and License in respect to the flats, parking spaces and other facilities comprising of the Developers' Allocation in the proposed New Construction to the prospective New Purchasers, as the Developers may deem fit and proper and for that purpose to enter into Agreements, issue Allotment Letters/Letter Of Reservation or such other writings or documents in their own name, sign seal and stamp and also pay upon the said document, requisite amount of Stamp Duty and Registration charges and register the same with concerned office of the Sub-Registrar of Assurances and put such Purchaser/s of Flats. arising out of the Developers'

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

Allocation, in possession of their respective residential premises as and when constructed and completed. The Developers may mortgage its proportionate right of the Developers' Allocation in the said Property for the purpose of raising the fund towards construction or otherwise and PROVIDED such liability shall not belong to the Society. All such mortgages, third party rights created on the Developers' Allocation are the absolute responsibility of the Developers alone. The Society shall, in no manner, whatsoever, be liable, responsible for any such charges. Upon the intimation in writing by the Developers to the Society, the Society shall accept enrollment of the said Prospective Purchaser/s forming part of the Developers' Allocation as member/s of the Society, provided the statutory requirements as per laws, rules, regulations and byelaws of the Society are abided to by the Developers and the Purchasers of the flats being Prospective Members of the Society. The Society shall enroll the said Prospective Purchaser/s as the Members of the Society, PROVIDED The Developer will have no right to assign development rights and/or create mortgage or charge over the flats to be allotted to the existing members and land belonging to the Society to secure loan that may be advanced by Bank or Financial Institution for this redevelopment project:

HOWEVER that any contract or agreement so entered by the Developers in respect of the Developers' Allocation shall be in conformity with this Re-Development Agreement. and on principal to principal basis and not as the agent of the Society. It is also agreed that the Developers shall be entitled to receive and retain with them all the considerations from such new constructed saleable residential premises comprising of the Developers' Allocation in the proposed New Construction and to appropriate the same in such manner, as the Developers may deem fit and proper. All the considerations which shall be received by the Developers in connection with the Developers Allocation shall belong to the Developers and will be received by them on their own account without having to render any account of whatsoever nature to the Society. It is further agreed by and between the parties hereto that the Developers shall not be entitled to hand over possession of the residential flats/car parking spaces to the prospective purchasers on completion of the building unless and until the Developers have offered the vacant possession of the flat//car parking space to the Members of the society. in the new building/s constructed on the said property. However, the Developers can offer a fit out period to the prospective purchasers for the saleable flats of the Developer's Allocation. The Society office and other common areas and facilities will be for the use and enjoyment of all the existing new members.

b). the proposed Agreement for Sale to be entered into by the Developer with the prospective Purchasers shall be in conformity with this Development Agreement.

c) The Prospective Purchasers of the residential Flats in the Developers' Allocation shall be free to borrow/avail of Housing Loan from any Financial Institution/ Bank/Organization/Employer by Mortgaging the premises allotted to them as per the statutes as applicable. The repayment of the loans, interest and other charges on such mortgage and/or loan

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-204	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

shall be the sole responsibility of the Prospective Purchaser availing mortgage and/or loan and the Society as being the owner of the said Plot of Land shall issue only it's No Objection Certificate to be produced before such Financial Institution/s in its prescribed format from which the loan may be procured by such Prospective Purchaser/s, beyond which it shall neither be the liability nor responsibility of the Society in respect to such transaction/s between the Developers and the Prospective Purchaser/s;

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d) Upon the intimation in writing by the Developers to the Society, the Purchasers of the Developers' Allocation shall be enrolled as member/s of the Society in pursuance to the statutory provisions/bye-laws as applicable from time to time. Subject to the compliance of the statutory provisions, rules and regulations as applicable and as what is contained herein, and Purchasers of the Flats in the Developer's Allocation being accepted as members of the Society, such new members of the Society, shall have the rights and obligations at par with the rights and obligations of the existing members of the Society. However, if any newly admitted member becomes a member and transfers/sells or creates third party rights in his/her Premises in the Proposed New Construction, the Society shall be entitled to collect such amounts payable and fees as may be statutorily permitted from time to time or under its Byelaws.

e) The Society shall not in any event charge any other amount in the nature of premium to admit the prospective purchasers of the flats from the Developers as members of the society. However, the Developers shall cause prospective flat purchasers to contribute an equivalent amount but not exceeding Rs.15000/- (Rs. Fifteen Thousand only) per prospective member so as to match the sinking fund if any with the Society as on the date of handing over possession of the new flats to the existing members.

SUB-REGISTRAR KURLA No. 4 MUMBAI SUBURBAN DIST. (BANDRA)

f) It is agreed by the parties hereto that on the completion of construction of new building and within 36 months of the receipt of full Occupation Certificate of the entire building, if the Developers are not able to sell/allot all the flats/car parking spaces in the new building, the Society hereby agrees and undertakes to admit the Developers as the member of the Society in respect of unsold/unallotted flats/car parking spaces. The Developers will be liable to pay to the Society all outgoings as billed by the Society which shall be in par with other members in respect of the unsold flats/car parking spaces from the date of receipt of Occupation Certificate till the date of sale of such flats/car parking spaces by the Developers. As and when the said flats/car parking spaces are sold by the Developers, the Society hereby undertakes to admit the Purchasers of such flats/car parking spaces as members without charging any transfer charges and/or donation or any other charges, save and except entrance fee of Rs.100/- and transfer fee as per the byelaws of the Society.

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-204	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203*	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

9. FORCE MAJEURE CONDITIONS:

a) It is specifically agreed that the time for commencement and completion of the proposed new construction as stipulated hereinabove shall be of essence with clear understanding that the Developers shall not stop the development of the said Property and/or suspend the work, save and except by reason of force majeure circumstances.

b) The Developers agree to commence and complete the Re-development **within 36 months plus 6 months grace period** from the date of Plinth Commencement Certificate PROVIDED the said Society handing over vacant and peaceful possession of land and building to the Developer for the purpose of demolition and redevelopment within stipulated time period, HOWEVER subject to force majeure which shall include circumstances beyond reasonable control of the Developers. The Developers shall be entitled to reasonable extension of time in the case of delay caused due to:-

(i) Natural calamity like earthquake, flood, war, water logging, act of God, tempest, lightning, explosion etc., war, civil commotion, riot, law and order, lock down due to any Pandemic situations and/or the reasons beyond the control of the Developers.

(ii) Any notice, order, rule, notification of the Government or other public, judicial or Competent Authority banning or restricting the development as proposed or change in the prevailing rule, notification of the Government related to the Development of the said Property or other public, judicial or Competent Authority or RERA Authority or of the Court affecting the development in respect of the said Property;

(iii) Court proceedings adopted by any person in respect of and concerning the said property and affecting the project or any part thereof, which is duly and reasonable defended to by the Developer;

(iv) Non-availability, extreme shortage of steel and/or cement or other building materials or water supply or electric power, labor or any circumstances which are beyond the control of the Developers and the Society. However escalation of price of material shall not in manner shall be deemed to constitute circumstance affecting "Force Majeure";

(v) And/or delay caused by or arisen due to any obstruction hindrance caused by the existing members or any one claiming under or on their behalf without sufficient cause in the Developers carrying out and completing the construction work referred to hereinabove;

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

(vi) By reason of order of injunction in dispute not arising due to wilful default and/or any such delay, which is not intentionally caused by the Developers or its agents;

(vii) Statutory moratorium prohibiting constructing activities;

Notwithstanding anything contained herein, the Developers shall be required to continue to pay to the Members the monthly compensation/Rent as mentioned in clause No. 6C(a)(f) above of this Agreement, even in the event of aforesaid force majeure conditions.

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10. It is expressly agreed by and between the parties hereto that, the Society has authorized and permitted the Developers to enter upon the said Property as and in their capacity as "Developers" and for that purpose, the Developers shall have the right to appoint Workers, Contractors, Engineers, Laborers and such other incidental Staff and/or Employees or otherwise to carry out the construction work on the said Property. It is also expressly agreed by and between the parties hereto that the Developers shall also have the right to bring and/or store necessary materials on the said Property, to set-up site office in compliance with all applicable laws, including Labour Laws, provisions as applicable under The Workmen Compensation Act and all such applicable Laws/Regulations. The Developers hereby indemnify and keep indemnified the Society at all times against any claims, disputes, suits, liabilities arising out of the same, and also subject to safety norms, rules and regulations and also taking due and reasonable care that no hardship or inconvenience shall be caused to the Society and its members and the family members residing with the member.

11. THE SOCIETY DOTH HEREBY DECLARE AND REPRESENT TO THE DEVELOPERS AS UNDER:-

i) The title of the Society is clear, marketable, and free from all encumbrances and reasonable doubts and the Developers are reasonably satisfied upon investigation that the title of the Society is clear, marketable, and free from encumbrances and fit for Development/ Redevelopment. It is also agreed by and between the parties hereto that in case any defect or claim arises in respect to the title of the plot of land of the Society, the Society shall take all steps to rectify, better, defend and/ or clear the title of the said plot at its own risks, costs and consequences, and also undertakes that in which process, the Society shall not act in any manner which shall prejudice or breach the terms and conditions of these presents or cause any loss or harm of any nature to the interest of the Developers.

ii) The Society is the absolute owner of the said property more particularly described in the Schedule hereunder written and the said Property is free from all encumbrances and claim.

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-203	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

No other person except the Society and its members have any right, claim, demand or interest in respect of the said Property or any part or portion thereof;

iii) It has authorized Share Capital of Rs. **1,00,000/- (Rupees One Lakh only)**, divided into (2000) shares of Rs. 50/- each and the paid up capital of Rs. 56000/- (Rupees Fifty six thousand only) (**112** members i.e. residential flat owners , holding 10 shares each) of denomination of Rs 50/- each (Fifty only).

iv) The total number of members of the Ganeshdham Co-operative Housing Society Ltd., are **112** residential flat owners whose names and details are mentioned by the Society in the Membership List annexed hereto and marked as **Annexure "B" to** form part hereof and the Ganeshdham Co-operative Housing Society Ltd., also represents that there are no other persons or entities who are its members /shareholders or who have subscribed to the capital of the Society herein.

v) Prior to this, the Society has not entered into any agreement or arrangement with regard to the redevelopment of the said Property with anyone or any third party.

vi) The persons/entities mentioned in the said Membership List annexed as Annexure "B" hereto are the only persons/entities who are occupying the residential flats contained in the said existing buildings comprising of seven wings in the said Property and there are no other persons/entities occupying any premises in any of the wings of the said existing building.

vii) The said Property is converted from agricultural to non-agricultural user and that the said Property is in the Residential Zone.

viii) The Society and all its members have paid till date all the amount payable by them towards the property tax, water charges, electricity bills, telephone bills N.A.. taxes if any and any other taxes levied by the authorities concerned in respect of the said Property including the flats in the said Buildings and now nothing is due and payable by the Society and the members to any of the concerned authorities.

ix) There are no proceedings instituted by or against the Society in respect of the said Property and/or no litigation is pending in any Court of law or before any authority and the said Property is not under any lis-pendens;

x) No Court of law or any Government Authority has imposed any restrictions upon the Society for redevelopment of the said Property and the same is not under any reservation. No

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
A-203	B-203	C-203	D-203	E-203	F-203	G-203
A-204	B-204	C-204	D-204	E-204	F-204	G-204
A-301	B-301	C-301	D-302	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
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member of the Society is restrained by an order of any Court of law or public authority and/or restricted either by the Income Tax Act, Gift Tax Act, Wealth Tax Act or any other statute from entering into this Agreement with the Developers through the Society;

xi) No notice from Government or Semi-Government authority, Municipal Corporation or any other public body or any notice under any law including the Land Acquisition Act, the Land Requisition Act, the Maharashtra Regional Town Planning Act, The Mumbai Municipal Corporation Act, the Urban Land Ceiling Act or any other statute has been received or served upon the Society in respect of the said Property or any part or portion thereof; The said Property is not the subject matter of any acquisitions or reservations including setback for road widening, CRZ, R.G, P.G. or otherwise in any manner whatsoever and there is no easement, license and/or any right of way on the said Property or any part or portion thereof.

xii) There are no statutory claims, demands, attachments, or prohibitory orders made or issued by the Taxation Authorities or any other State or Central Government Department or other local bodies or authorities in any manner affecting the said Property or any part or portion thereof or any of the flats in the said buildings of the members.

xiii) The said Society or its predecessors in title or the Members have not created any tenancy, sub-tenancy leave and license, lien, charge sub-lease mortgage or encumbrances of any nature whatsoever nor have they entered into any agreement or arrangement, joint venture, Development Agreement, Agreement for Sale or any other writing for sale or assignment or development of the said Property or any part or portion thereof with any other person or third party.

xiv) The Society has paid up to date all MCGM taxes, outgoings, rates and cess of the said Property and there are no arrears and the Society has not received any notice for recovery of any such dues. The Society shall indemnify and keep indemnified and harmless the Developers against any claim or demand made by any authority towards such arrears of dues in respect of the said Property;

xv) The Society has by majority passed necessary resolution required for smooth completion of redevelopment work in its said Special General Body Meeting of the members held on 13/03/2022. The Society has by resolution in the said Special General Body Meeting appointed and authorized its office bearers consisting of **Chairman** Mr. R. G. Joshi, **Secretary** Mr. S. J. Sawant **and Treasurer** Mr. R. Ashok Mr. N. B. Dalvi, **Committee Member** to jointly sign, and execute Redevelopment Agreement, Power of Attorney for Redevelopment and such other deeds, documents and papers for an on behalf of the Society with the Developers. The said

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
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A-301	B-301	C-301	D-301	E-301	F-301	G-301
A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

office bearers are also authorized to sign and execute necessary letters, applications, documents, bonds, deeds and papers which may be required to be submitted to the various government, semi-government authorities, Municipal Corporation till the completion of redevelopment work through the Developers herein and affix the Seal of the Society on all documents and to admit execution of the Redevelopment Agreement, Power of Attorney for Redevelopment and other deeds and documents before the concerned sub-registrar of assurances.

xvi) The Society has the right to execute this Re-Development Agreement as per section 36 of the Maharashtra Co-operative Societies Act, 1960 and that the registered bye-laws of the society do not contain any provision prohibiting the Society from executing this Agreement.

12. THE DEVELOPERS DO HEREBY DECLARE AND REPRESENT TO THE SOCIETY AS UNDER:-

a) The Developers shall pay all Municipal taxes, Water charges, Land under Construction taxes and any other amounts as may be leviable on the said Property during the period from the date of handing over quiet, peaceful and vacant possession by the members of their respective flats till the members are offered the possession of their permanent alternate accommodation in the newly constructed building by the Developers. Before giving possession the developer has to clear all taxes dues etc and will produce necessary clearance certificate to PMC

b) The Developers shall demolish the existing buildings as provided and agreed under this Agreement. The members shall not take any fitting and fixtures, etc except personal fittings, furniture's from their respective flats and the debris and all materials of the existing buildings will belong to the Developers and they shall be entitled to deal with the same in any manner as they may deem fit and proper;

c) The Developers shall approach Municipal Corporation of Greater Mumbai Maharashtra Pollution Control Board, Ministry Of Environment and Forest (MOEF), and other concerned authorities for obtaining the necessary permissions for the redevelopment of the said Property as envisaged herein on behalf of the Society;

d) The Developers shall pay on behalf of the Society the charges, premiums, deposits or fees as may be required to be paid to the MCGM/Government or any other authorities in connection with the proposed new construction and to obtain refund thereof if any;

e) The Developers shall issue advertisements in the newspapers and other media as the Developers may deem fit and proper announcing and advertising about the proposed new construction on the said Property and the sale of flats, parking spaces and other premises

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
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A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-104	F-104	G-104
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comprised in the Developers' Allocation, on ownership basis or such other basis as the Developers may deem fit and proper:

f) The Developers shall put up and display their sign boards and hoardings till such time the development work is completed on the site of the said Property announcing/indicating thereby that the Developers are entitled to carry out the development of the said Property. After sale of all flats from Developer's Allocation, the Developer shall not install any type of hoarding or communication tower on new building. All the rights of terrace above last floor shall be vested with the society and the society shall give access of the terrace to the Developer only for the purpose of utilities and environmental facilities.

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g) The Developers shall insure at their own cost with any insurance company for Third party insurance, and/or any appropriate comprehensive policy including earthquake for the full amount of the contract and also at their own cost insure all the workmen, laborer's, employees and technical staff whether under the Workman's Compensation Act or any other statutes in force to cover adequate insurance for all of the workmen, laborers, employees and technical staff with any insurance company and shall keep the society indemnified and harmless against any claims, liabilities and/ or awards to that effect.

h) In order to prevent water logging, the level of plots shall be constructed accordingly in consultation with Architect and Mechanical Electrical and Plumbing (MEP) Consultant as per MCGM norms.

i) The Developers shall give warranty for 10 years with Indemnity Bond for water proofing, work of terrace/toilets Chajja's etc.

j) On completion of construction activities, all the "as building drawings" and certified copies of the plans will be handed over to the Society for future reference along with record of all deviations, which might have been necessitated due to actual site conditions by the Developer. The Developer will obtain all necessary clearance for the completed structures such as regular water/electricity /Piped Gas connections and part/Full Occupation Certificate. The Developer shall bear all charges towards substation, Transformer, electrical cable, water mains. The individual member shall be liable to pay for meters and deposits pertaining to piped gas, electricity installation etc. The developer is liable to pay any disputed amount or any development related charges/ electric bill/ water charges of the redevelopment period even after completion of the project

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
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k) The offer given by the Developer shall be firm and binding throughout the period of construction. No variation of any kind will be entertained even in the event where correction in area is not successful.

13. The Developers confirm and declare that the ownership of the said Property shall exclusively vest in the name of the Society subject to the Developers' rights, claims and benefits incidental hereto under these presents in respect of the saleable residential premises. It is further agreed by and between the parties hereto that the said Property is not transferred or intended to be transferred in favor of the Developer in any manner whatsoever, under this agreement except the rights created under this agreement.

14. The common terrace above the top floor of the new building shall always and exclusively belong to the Society. The Developers shall not deal with the rights in the said terrace with any one in any manner whatsoever.

15. Management of building to be retained by the Developers for a period of 24months after receiving O.C and the management team shall be appointed by the Developers for the purpose of managing affairs of the newly constructed Buildings. The 2 appointed committee members of the Society can observe/supervise the activities of the said management team in the interest of the Society. New purchasers will be depositing Maintenance charges with Developers, so the existing members should also deposit maintenance charges for such period with the Developers. The Developer will continue to retain the possession of the unsold premises and will pay the maintenance charges towards the same.

16. No Commercial Premises shall be constructed by the Developers in the new building/s to be constructed on the said property.

17. It is expressly and explicitly agreed, recorded and declared that the Developers shall in no manner whatsoever be liable to account to the Society for any transaction, act, deed, matters or things that will be done, committed or omitted by the Developers or for any money, fund or amount received, collected or recovered by them or by their agents in respect of sale of the flats, parking spaces etc. (except existing members' flats/car parking spaces).

18. QUALITY OF CONSTRUCTION:-

a) The entire construction work shall be carried out with good quality materials as per the tender, and in conformity with the rules, regulations and as per the accepted offer given by the Developer. The Developers shall abide by all commitments for providing the amenities in terms of

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A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
A-03	B-03	C-03	D-03	E-03	F-03	G-03
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A-303	B-303	C-303	D-303	E-303	F-303	G-303
A-304	B-304	C-304	D-304	E-304	F-304	G-304

the tender and this Agreement. Developer should take prior permission of Society and PMC for any change/deviation from technical specifications as per tender in material, workmanship etc.

b) The PMC appointed by the Society shall supervise the construction at site. The PMC is also entitled to keep one of their supervisors to supervise the work at site and the Developers shall render necessary co-operation to him. The Society in consultation with PMC may give such suggestions as may be required for smooth implementation of the project of redevelopment and such suggestions as may be found acceptable will be implemented by the Developers. The Developers shall hold periodical meeting preferably once in month with the Redevelopment Committee along with the Developers representative of the society to review the progress of the construction work and record the same in the progress book.

c) Defect Liability period is the Five years and shall start from date of possession of Flats after obtaining Occupation Certificate from MCGM. During this period, Occupants (existing members and new Purchasers) point out any fault/deficiencies in construction for which Society's Managing Committee will be final authority and same shall be rectified by the Developers, without any delay, at their own risk and cost. Society will retain Rs. 10, 00,000/- (Rupees Ten Lakhs Only) for 2 years against such deficiencies.

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19. WATER SUPPLY/ SEWERAGE/ELECTRICITY&PIPED GAS:-

a) The Developers shall bear all cost related to dismantling and re-installation of electricity (MSEDCL) & Piped Gas Connection for the premises of all the members of the Society. Developers shall further bear cost related to water supply pipelines, sewerage and cost of sub-station, if required.

b) Before handing over possession of respective Premises to the existing members of the Society, the Developers shall obtain the necessary permissions, approvals, etc. from M.C.G.M. and other concerned authorities/departments so as to procure the necessary water/sewerage, piped gas and electricity for the newly constructed building at his own cost.

c) The Developers will provide underground water tanks as per MCGM rules adequate for water supply to all occupants

d) Should there be any rule, regulation, guideline, statute or directive existing as on date of execution of this Development Agreement or which may be introduced by the M.C.G.M. or any other government body or authority prior to the completion of the Redevelopment Project, then the Developers shall adhere to such rule, regulation, guideline, statute or directive and the provision of such facility shall form part of the Redevelopment Project. After taking possession of vacant land and building for demolition, the Developers shall bear the costs towards water charges, electricity,

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
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A-101	B-101	C-101	D-101	E-101	F-101	G-101
A-102	B-102	C-102	D-102	E-102	F-102	G-102
A-103	B-103	C-103	D-103	E-103	F-103	G-103
A-104	B-104	C-104	D-104	E-204	F-104	G-104
A-201	B-201	C-201	D-201	E-201	F-201	G-201
A-202	B-202	C-202	D-202	E-202	F-202	G-202
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A-302	B-302	C-302	D-302	E-302	F-302	G-302
A-303	B-303	C-303	D-303	E-303	F-303	G-303
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and sewerage till the date of handing over possession of new re-accommodation flats to all members.

20. The Developers further agrees with the Society to provide the following as per permission and norms of MCGM:-

i) Society's office and Fitness Centre as per MCGM Norms

ii) Layout open spaces as permissible by MCGM in the open space

iii) Watchmen's cabin at the entry/ exit of the Society's compound.

iv) Common Toilet for Security Staff.

v) New compound wall all around the plot

vi) 2 gates, one for entry and other for exit or as per the rules and regulations of MCGM or DCR.

vii) Provision for telephone connection through socket system or any other permissible techno system.

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viii) Cable connection sockets will be provided;

ix) Bore – well to be provided at the suitable location in the premises of the Society.

x) Wi-Fi/Internet with suitable technology.

xi) D.G. Set facilities, for staircase/lobby common area, parking area

xii) Water filtration Unit of approved make at entry point of water main

xiii) CCTV Cameras at common area, parking area, terrace, entrance lobby, main gate

THE SEAL OF THE SUB-REGISTRAR KURLA No. 4 KURLA SUBURBAN DIST. (MAHARA)

21. EXTENTION OF TIME-

The Developers shall not be liable for any adverse action from the Society incaseif any delay is caused due to the unjustified dispute created by any member resulting in stoppage of work on account of any stay order or change of policy or stoppage of work by statutory authorities for no fault of the Developers. In such event, completion period shall be extended accordingly. If the development is stopped due to stay, injunction, order brought by the member of the Society, without justified reasons and without any fault of the Developer, the Developers shall be entitled for extension of time, which may be lost due to such stay/injunction.

22. SPECIFIC PERFORMANCE OF THIS AGREEMENT:

(i) If the Society commits any willful delay and/or default in complying its obligation specified in this Agreement, then the Developers shall be entitled to enforce specific performance

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
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of these presents and/or to revoke this Agreement and/or recover all the costs charges and expenses incurred by the Developers on account of compelling them to enforce specific performance of these presents.

(ii) If the Developers commit any willful delay and/or default in complying its obligation specified in this Agreement, then the Society shall be entitled to enforce specific performance of these presents and/or to revoke this Agreement and/or to recover all the costs, charges and expenses incurred and the losses and/or damages that might be sustained by the Society on account of compelling it to enforce specific performance of these presents.

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23. INDEMNITY BY PARTIES:

Society:

It is hereby agreed by and between the parties hereto that any unreasonable delay, loss, injury, harm caused to the Developers and their said development work of the Society, due to any act/s on part of the Society and/or its members, the Society hereby undertakes to indemnify to the Developers against all such claims and losses.

Developers:

The Developers at their own risk and costs shall obtain requisite consent and approvals from appropriate authorities and carry out the entire redevelopment and reconstruction of the said building. The Developers hereby agree to indemnify and keep indemnified the Society/PMC and its members in that behalf against any damages or injuries caused to the any third party including the labour employed by the Developer during the course of carrying on construction activities.

In case if any action is taken or proceedings are initiated by Municipal Authorities or any other authorities against the Society due to any of the act of the Developer under MRTP Act or such other statutes, the Developer undertakes to indemnify and keep indemnified the Society/PMC and its members at all times against all such acts and proceedings and also undertakes to settle such matters at their cost and consequences.

24. SALE OF FLAT BY EXISTING MEMBER:

(i) It is agreed by and between the parties that if any existing member desires to sell/transfer his/her/their existing flat and is not interested in participating in the redevelopment project/scheme, then the existing member/s shall be entitled to transfer and sell the said existing flat to any other person/party with the Society's and Developers' written NOC. The Developers

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
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shall transfer benefits/rights given to the original member to the said Purchaser without charging any Premium/Compensation. It is to be noted that if such new Purchaser of the existing members' premises till obtaining O.C. transfers the said Premises to the subsequent Purchaser, the subsequent Purchaser shall be liable to obtain consent of the Society and the Developer by payment of required transfer charges.

(ii) In case however any existing members with the prior written consent and approval of the Society and Developers during the subsistence of this Agreement, transfers by way of sale, gift, exchange, lease or otherwise deal with their existing respective flat, then the transfer shall be subject to the terms of this Agreement and the new transferee shall abide by terms of this Development Agreement as envisaged herein. It is also agreed by and between the parties hereto that such new transferees shall sign and execute all such forms, documents and deeds including letter of confirmation of consent in favor of the Developers before completion of such a transaction, pending which the Society undertakes not to transfer such flat in its records. It is hereby agreed by and between the parties hereto that such new transferee/s shall not be entitled to receive any further and other compensation, area of entitlement or any other benefits except for what is stated in this Agreement or claim any right adverse to the rights/interest of the Developers and/or hinder the process of Development of the said Property in any manner whatsoever. It is agreed by and between the parties hereto that such new transferee/s/ member/s shall be bound by all the rights, liabilities and duties as in a similar manner as the outgoing member/s would have been in case the transaction of transfer had not taken place.

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25. AMALGAMATION ANDASSIGNMENT:

The Developers intend to purchase adjoining plot owned by Patankar, bearing CTS No. 203, admeasuring appr. 250 sq. mtrs. or thereabouts (hereinafter referred to as "the said adjoining plot") in order to amalgamate the same with Property of the Society for getting better Entrance and exit for new Building. The said adjoining plot shall be purchased by the Developers entirely at their own cost with clear and marketable title to utilize all its available benefits and subsequently get conveyed and transferred the said adjoining plot in the name of the Society and. It is specifically clarified that amalgamation of only the said adjoining Plot is permitted by the Society, PROVOIDED comptetion Period agreed under this Agreement shall not be disturbed and/or extended. It is further agreed that the Developers shall not assign the development rights to any third party. Further, the Developers shall not part with any portion of land, handed over to them by the Society for Redevelopment, and the Developers shall give back custody of the entire land to society after redevelopment.

26. In case of death of any of the existing member during the redevelopment, the payments due to him/her by the Developers will be paid to such legal heir of the deceased member

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
A-02	B-02	C-02	D-02	E-02	F-02	G-02
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A-04	B-04	C-04	D-04	E-04	F-04	G-04
A-101	B-101	C-101	D-101	E-101	F-101	G-101
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or nominee who is admitted by the Society as the principal Member in respect of that flat. The name/s of the legal heirs of the deceased member / first nominee will be intimated by the Society in writing to the Developers.

27. In case the area of flat allotted to any of the said existing member is found to be less due to planning restrictions, then the concerned member will be compensated for the difference at the rate of Rs. 30,000/- (Rupees Thirty Thousand only) (per sq. ft. of carpet area. Similarly, in case area of flat allotted to any of the said existing member is found to be more than due to planning restrictions, then the Society/existing members will not be under obligation to pay for such difference. The variation in area during the construction process as per RERA shall be +/-3% of the area to be allotted to the existing members in the newly constructed building, and for such variation both parties won't be paying to each other.

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28. **POSSESSION:**

The Developers shall not put any prospective Purchasers into possession of their flats of newly constructed area and parking spaces or in any part thereof until and unless they shall have first complied with the following:-

(a) Offering to the Society and its member's physical possession of the newly constructed flats along with the car parking spaces completed in all respects as mentioned above with the Occupation Certificate thereof.

(b) Paying the entire up to-date monthly compensation of alternative accommodation and other dues specified under this Agreement.

29. The Developer shall obtain final Completion of Works Certificate from PMC in writing to members before shifting to newly constructed flats.

30. Name of new Society shall remain Ganesh Dham CHSL accommodating both existing and new members in each wing.

31. The Developer shall register this Development Project under RERA within one month from the date of obtaining Commencement Certificate as per provisions of RERA and development rights under this Development Project shall be non-transferable..

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
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32. The Society has appointed Mr. R.C. Tipnis as project management consultant (P.M.C.), till completion of the work. The Developers will have to coordinate with P.M.C. to get basic approval of drawings, designs, specification, and approval of structural drawings before execution hereof. The P.M.C. will carry out periodic inspection of the work. The Developers shall obtain approval of various construction materials before use from PMC. The Developers shall submit progress report every month to the Society/PMC. In case of any dispute between the Society and the Developers, arbitrator acceptable to both parties shall be appointed and his decision will be binding on both the parties. The Developers will have to pay professional charges of Mr. R.C. Tipnis against the bill raised by him certified by the Society, as per schedule agreed upon between the Society and PMC set out in the quotation submitted by the PMC.

The society has appointed Mr. Samir Vaidya as their legal advisor/advocate for drafting and finalizing legal documents to be executed by the society during the entire redevelopment process till its completion. The developer will have to co-ordinate with him. Total consultancy fee to be paid to him as agreed by the society is to be paid by the Developer.

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33. The Developers shall during the course of construction, be entitled to store cement, iron and other building materials at their own risk and cost and on due compliance with all the rules, regulations and applicable laws.

THE SEAL OF THE SUB-REGISTRAR KURLA NO.4

34. NOTICES

(i) For the purpose of correspondence and notices, address of the parties hereto shall be as under:

(a). **For the Society**:

Ganesh Dham Co.Operative Housing society Ltd.

Gavanpad, Mulund(East), Mumbai 400081

(b). **For the Developer**:

M/s Mehta & Shirodkar Developers

5-B, Shreenath apartment No.3.

Chaphekar Bandhu Marg, Mulund (East).

Mumbai- 400081.

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
A-01	B-01	C-01	D-01	E-01	F-01	G-01
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(c). **For the Members:** C/o. the Society or any other address that may be communicated by the Members to the Developers in writing.

(ii) It is further agreed by the Developers that during the construction period the Developers shall provide a temporary Post Box to the Society for receiving correspondence of the Society/Members.

35. Simultaneously with the execution hereof, the Society shall execute General Power of Attorney in favour of the Developers in respect of the said property for authorizing them on behalf of the Society and to do lawful acts, deeds, matters and things pertaining to the construction of the proposed building on the said property and for that purpose to approach the concerned authorities including the Municipal Corporation of Greater Mumbai or the Competent authority under any Act or law and in respect of any Act, deed, matters and thing which may be done or incurred by the Developers as also to sign all letters, applications, agreements, documents court proceedings affidavits and such other papers containing true facts and correct particulars as may from time to time required for the redevelopment of said property to sell the flats from Developers share and allotment of parking spaces(subject of MCGM approval). The said Power of Attorney shall be in co- existence and co-terminus with this Development Agreement and shall cease to have any effect on handing over possession of the New Building to the Society after having obtained the OC in respect thereof.

36. The Developers through their Advocates and Solicitors are hereby authorised by the Society to investigate the title of the Society by issue of necessary public notices, taking searches and in such manner as its Advocates and Solicitors may deem necessary, in the event of any third party claims against the said Property is being found, the same will be cleared by the Society at its own costs and expenses and responsibility. It is further clarified that the Developers shall obtain Title Certificate from their Advocate before demolition of the Building. The Developer have taken inspection of all relevant title documents in the custody of the Society and satisfied themselves regarding prima facie marketability of title of the Society to the said Property and further Developer have ascertained the area, and viability of the said Development project before execution of this Agreement and confirm that under any circumstances even due to change in D.C. Rules or otherwise, the area agreed to be allotted to the members shall not be reduced.

37. On successful completion of the proposed development project the Developers shall be entitled to claim the refund of the fees, charges, or deposits which may be paid by the Developers to the Municipal Authority and other authorities in the name of the Society. The Society shall not be entitled to claim the same. In case if the said refund/s are paid by the said

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
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authorities to the Society, the Society will within 15 days from the date of receipt of the said deposits reimburse the same to the Developers.

38. SHIFTING OF MEMBERS TO THE PERMANENT ALTERNATE ACCOMMODATION:

The Developer before handing over possession of new premises to the existing members of the society, provide in working conditions basic amenities of water from MCGM, bore well connection, electricity piped gas, generator and lifts.

Once the flats with agreed areas to be allotted hereunder to the existing members are ready for use, 30 days' period before obtaining O.C. by the Developer shall be considered as fit out period, The said fit out period shall be utilized by the members for the purpose of installing Furniture/equipment's and shifting of household materials and other utilities for making new Flat fit for residence. After obtaining Occupation Certificate by the Developer, the Developer shall intimate to the Secretary of the Society and the members shall, within 15 days from the date of obtaining Occupation Certificate take over possession of the said newly constructed Permanent Alternate Accommodation and from the date of expiry of the notice period of 15 days the members/flat purchasers shall pay all the outgoings, property tax etc., in respect of the said flat and the Developers shall not be responsible for the same. On the expiry of the said notice period of 15days, the Developers shall be free from the liability of paying rent towards the temporary accommodation to the members. If any member fails to take possession of new flat then the Developer may stop the payment of next month's rent and balance hardship compensation.

39. ARBITRATION:

(i) If any dispute arises out of or in connection with this Agreement including its interpretation, application or performance or any alleged breach of any provision of this Agreement the Parties shall in the first instance attempt to resolve such dispute through mutual discussion between senior represenatives of each Party/ PMC..

(ii) In the event that the Parties are unable to resolve the dispute or difference by mutual discussion within thirty days of it being referred to such senior representatives, then either Party may refer the dispute for resolution to a sole arbitrator who shall be jointly appointed by both Parties or, in the event that the Parties are unable to agree on the person to act as the sole arbitrator within thirty days after any Party has claimed for an arbitration in written form, by three arbitrators, one to be appointed by each Party with power to the two arbitrators so appointed, to appoint a third arbitrator.

(iii) The arbitration will be governed by the Arbitration and Conciliation Act 1996 including any statutory amendments or re-enactments thereof for the time being in force and rules made there under by the Bombay High Court.

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
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(iv) The arbitration proceedings will be conducted in English language at Mumbai.

(v) The costs of arbitration will be initially paid jointly by Parties hereto in equal shares. The Arbitrator shall be entitled to determine by the award as to who will finally bear the cost and in what proportion.

(vi) All issues those may be referred for arbitration shall be resolved in a maximum time period of 3 months

(vii)The Award of the Arbitrator shall be binding on both Parties.

40. 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 written with respect to such subject matter.

41. This Agreement shall not be treated as a partnership or a joint venture or agency between the Society and the Developers, but shall be on principal-to-principal basis.

42. Each party shall be liable to pay their own tax liabilities. The stamp duty and registration charges, payable on this Development Agreement and the Power of Attorney shall be borne and paid by the Developers alone.

43. In the event of the development and construction activities remain abandoned for continuous period of 6 months **(not due to statutory restrictions or force majeure reasons)** and/or stoppage of Compensation for Temporary Alternate Accommodation for continuous period of 6 months, the Society shall be entitled to issue notice in writing to the Developer for initiating corrective steps and to resume construction activities and payment of arrears of Compensation for Temporary Alternate Accommodation within period of one month from the date of such notice (**"Cure Period"**). If the Developers fails to resume the construction activity and pay the outstanding Compensation for Temporary Alternate Accommodation withinCure Period, then in such event, the Society without prejudice to its legal rights under this Agreement and as per provisions of RERA may suspend development rights of the Developer and transfer/assign the development rights and may appoint any other Intending Developer for completion of redevelopment of the Entire Project. The Society shall be entitled to appoint another Contractor/Intending Developer provided the same is resolved by s 3/4th of the majority of members in their Special General Body Meeting called for this purpose and a copy of the resolution is submitted to the Developer.

It is clarified that this right of the Society to appoint another contractor/Intending Developer and raise funds for completion of construction shall be exercised, PROVIDED that the Developer shall be entitled to all the expenses incurred by the Developer on the redevelopment of

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the society's property till the date of suspension . It is clarified that in the event the Developer has received amounts towards consideration from the flat purchasers then the same shall be set off against the expenses incurred and the balance expenses, if any, as may be determined, shall be payable by the Society through its Intending Developer/Contractor and/or any other party appointed by the Society. Provided further that such transfer or assignment shall not affect allotment or sale of Premises in redevelopment project by the Erstwhile Developers as per provision under RERA.

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44. This Agreement shall be exclusively subject to the jurisdiction of the appropriate court at Mumbai.

45. All the clauses of Tender are not reproduced here but the Tender document shall form integral part of this 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 written with respect to such subject matter, however on issues where this document is totally silent, then in that case the tender document will prevail and no variation of this Agreement shall be effective unless reduced to writing and signed by or on behalf of duly authorized representatives of each of the parties.

46. All clauses of this Development Agreement should be read harmoniously to each other and not in isolation to read prejudice and contradiction to each other.

47. The Parties hereto have mutually agreed to carry out all the enactments and/or laws in force pertaining to the said property and give such co-operation and assistance to one another as may be required or necessary for the development during construction of the proposed building by the Developers herein but at the cost and expenses of the Developers.

48. The Draft of this agreement is approved in the special General Body Meeting held on 13/03/2022 and the principal office bearers, i.e. Chairman, Secretary, Treasurer, nominated Committee member are empowered to execute this agreement and all other documents to be executed in due course of time, incidental to this agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR HANDS AND SEAL ON THE DAY AND YEAR FIRST HEREINABOVE MENTIONED.

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A-Wing	B-Wing	C-Wing	D-Wing	E-Wing	F-Wing	G-Wing
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