Property. As used herein, "***Governmental Requirement***" means development approval and all other licenses, permits, sanctions, and approvals required to commence and complete development and construction of the proposed new building/s on the said Property in accordance with the Plans and Specifications and all applicable central, state statutes, laws, ordinances, regulations, orders, rules, directives, orders, requisitions, permissions, approvals including those of municipal or other governmental or quasi-governmental board, agency, authority or body pertaining to the preparation and submission of all necessary drawings, documents, information and comments (all of which shall be subject to Owner's approval prior to submission to any governmental authority), pertaining to the means or methods of performing the development and works of construction of building on the said Property. The Developer shall be responsible to ensure that its contractor, employees, agents who enter upon property abide by all rules, regulations and policies, including but not limited to policies and security rules and regulations.

g. The Developer shall in the course of erection and completion of the said building/s do all lawful acts and things required by and perform the works in conformity in all respects with the provisions if the statutes applicable there to and with the laws and the rules and regulations of the Municipal Corporation of Greater Mumbai, Development Control Rules and the Rules and Regulations of any other public body or local authority or authorities having jurisdiction to regulate the same and shall throughout save harmless and keep the Society indemnified of, from and against all claims for the fees, charges, fines and other payments whatsoever which during the progress of the work may become payable or be demanded by the said authorities in respect of the said work or of anything done or caused to be done or omitted to be done under the authority herein contained and shall generally and from time to time subject to Clause 16.11 of

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For PRAVIN CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

			the present Agreement, discharge and pay from the date of possession till the date of receipt of the Occupation Certificate the municipal taxes and other dues, duties, impositions at any time thereafter chargeable by statutes or otherwise relating to the said Property or any building's thereon as and when they shall become due and/or payable.
			h. Adhere to Building Code, Safety Code etc. relating to development and construction.
			i. The Developer will employ at its own cost and expenses, watchman, Security Guards etc., as may be necessary from the date of handing over of the vacant, peaceful and physical possession of the said Property to the Developer till the date of issuance of the Occupation Certificate for the said Project.
			j. After the completion of the development of the said Project on the said Property, the Developer shall remove from and about the Project waste materials, rubbish, the Developer's tools, construction equipment, machinery and surplus materials.
			k. The Developer warrants to the Society that subject to the terms of the present Agreement the construction of the building, services, facilities, fixtures, fittings and other installation will be designed, constructed, tested and commissioned: -
			i Using all due skill, care and diligence expected of a Developer in executing a work of this nature and magnitude;
			ii In a proper workmanlike and careful manner with properly equipped facilities materials and in accordance with Good Industry Practices;
			iii There shall be no design defects in the structure and serviceability of the amenities, fittings, fixture and other installations;

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For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

For PRAMEY CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

			iv. That construction raw materials and equipment will be of good and best quality and that the Development and work of construction of building on property will be free from faults and defects and that the Development and work of construction of building on the said Property will conform to the standard requirements under law and those specified in the Development Agreement read with List of Amenities attached hereto. The Development and work of construction of the building/s on the said Property not conforming to these requirements, including substitutions not properly approved and authorized by the Society, may be considered defective.
			3. The Developer shall observe and comply with and perform, in addition to and not in derogation of its obligations contained herein and the Individual Agreement, the following:
			a. To safeguard, protect and use the property solely for the purpose of discharging its obligations.
			b. Carry out the development and construction work strictly in accordance with the provisions of this Agreement and Tender Document submitted by the Developer which will be considered as integral part of this Agreement;
			c. Take full responsibility for the adequacy, stability and safety of development and construction work, of all methods of construction and development of property, irrespective of any approval or consent by Society;
			d. To be responsible for safety, soundness and durability of the building including other structures, services, installations forming part thereof and their compliance with the local building bye laws;
			e. To ensure that no structural damages is caused to the adjoining building/s and other permanent structures around the property as a result of Developer's activities or any of its agents, contractors, etc;

THE SEAL OF THE JOINT SUB REGISTRAR DIST. THANE

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For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

DIRECTOR

			f. To take all reasonable precautions for the prevention of accidents on property and provide all reasonable assistance and emergency medical aid to accident victims;
			g. Not to permit any contractor, sub-contractors or other person, claiming through or under the Developer, to create or place any encumbrances or security interest over all or any part of property or the Society's other Assets
			h. The Developer shall ensure that the said Property remains free from all encumbrances, encroachments and trespass during the possession taken from the Society and handing over to the Society;
			i. Before obtaining the Occupation Certificate, the Developer shall remove from the said Property all the surplus construction machinery and materials, including without limitation, hazardous materials and wastes and keep the said Property and the Existing Members New Flats in a neat and clean condition. On completion, the Developer shall clean all windows and doors including the cleaning and tiling, if necessary, of all hardware, inside and outside, all floors, staircases, and every part of the Existing Members New Flats. The Developer will ensure that the Existing Members New Flats are cleaned and are ready for immediate occupation;
			j. The Developer shall vacate and demolish all the temporary sheds constructed on the said Property for the labours and storage of the building materials at its own cost and remove the labourers, staff and other persons from the site after obtaining the Occupation Certificate.
		16.16	The Developer shall be responsible at the time of completion of redevelopment project of the Society, for complying with all formalities and compliances in terms of any permission, sanctions, licences, approvals, etc. pertaining to redevelopment project of the Society and/or requisitions raised by any departments / authority etc. relating to and affecting the redevelopment project of the

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For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

For PRAMU CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

			Society.
Letter Box		**16.17**	i. During the entire construction period and till the occupation of Existing Members New Flats, the Developer shall install and maintain a separate Letter Box at site office on the said Property for receiving / collecting all letters and other correspondence of the Confirming Parties / Existing Members of the Society.
			ii. The Society shall be responsible to ensure that every member co-operates in the implementation of the project and does not cause any obstruction/ disruption in the redevelopment, and vacate the Members' Existing Flats within the time stipulated herein. The Society shall ensure that none of its Confirming Parties / Existing Members shall cause any obstruction or hindrance to the construction work carried out by the Developer.
Article XVII			**Funds / Costs of Development and Construction**
		17.1	The Developer shall solely liable to bear and pay entire development cost, charges and expenses of the said Property as envisaged in this agreement in all manners including: - a. demolition of Existing Building/s and clearing all debris and site; b. the costs of acquiring T.D.R./Additional FSI / Fungible FSI; c. costs, charges, expenses, deposits, premium, penalty, fines, fees, duties, levies, taxes, GST, and or any other taxes, duties, cess, surcharges etc., pertaining to development and construction of new building/s on the said Property as also for purchasing, loading and utilizing TDR/FSI/Fungible FSI and FSI in lieu of the staircase, lift wells and all amenity areas of the new building/s; d. costs, charges, expenses, deposits in respect of provisions of any services or utilities such as electric, water, gas, intercom, cable, etc. to be provided in Existing

THE SEAL OF THE JOINT SUB REGISTRAR KURLA NO. 7
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For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

Members New Flats or common amenities.

e. development and construction costs, charges, expenses including cost of building materials, fixtures, fittings, wages and salaries payable to the workmen and other persons employed for the purpose of carrying out the construction work etc.

f. fees and charges payable to Architects, Civil Contractors, R.C.C. Consultants, Supervisors, Engineers, Structural Engineers, Contractors and Sub-Contractors and all other persons engaged by the Developer only for the purpose of this re-development.

g. all kinds of insurance premium (including premium payable for employees, labourers, workers etc.) shall be borne and paid by the Developer alone.

h. Stamp Duty, Registration Charges, surcharges, GST and/or any other tax, duty or levy on this Agreement including individual agreements for Permanent Alternate Accommodation, Power of Attorney, TDR Purchase Agreement, Bank Guarantee, Indemnities and all other incidental agreement, deeds and documents. The Developer shall not bear any cost including Stamp duty and GST with respect to additional area purchased by any of the Confirming Parties/Existing Members over and above their entitlement.

i. all statutory duties, levies, taxes, Goods and Service Tax, Luxury Tax, surcharges or any other levies or duties or demand by whatever name is becoming applicable up to the date of issuance of the Occupation Certificate with respect to the redevelopment project on said property and in relation to this Agreement, Individual Agreement, Power of Attorney, or any other incidental agreement pursuant to this agreement shall be borne by the Developer alone. The Confirming Parties/Existing Members shall bear and pay their individual liabilities towards proportionate Stamp duty and GST only for the extra area purchased by the existing members.

THE SEAL OF THE JOINT SUB REGISTRAR MUMBAI SUBURBAN DIST. (BANDRA)

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For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

For PRAMUKH CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

			j. Any other miscellaneous incidental costs, charges and expenses relating to commencement and completion of entire redevelopment project as per this Agreement.
Refund of Deposits / Premiums		17.2	The Developer shall also be entitled to apply and receive any refund of deposits etc. paid by Developer to various authorities. However, if the refund of such deposits is made by concerned authority in the name of Society, the Society undertakes to refund the same to the Developer within 15 (fifteen) days after receiving the same in their account. The deposits of permanent nature required by the authorities / companies shall not be refundible to the Developer and the Developer shall not claim refund of the same from authorities / companies or seek any reimbursement from the Society and/or Confirming Parties / Existing Members and the same shall belong to the Society.
		17.3	Neither the Confirming Parties / Existing Members nor the Society will be required to contribute any amounts relating to the redevelopment project.
Article XVIII			**Completion of Project**
Occupation Certificate		18.1	The Developer shall duly complete in all respects the construction of the proposed new building/s in accordance with the approved and sanctioned building plans and specification and complete the other incidental work relating to redevelopment project in terms of this Agreement and obtain "Full Occupation Certificate" within a period of 42 (forty-two) months (which is inclusive of the grace period of 6 months) from the date of receipt of the Plinth Level Commencement Certificate subject to the Society and / or the Confirming Parties / Existing Members complying with their obligations herein and further subject to Force Majeure Conditions.
Final Completion		18.2	The Developer shall use its reasonable efforts to cause Completion of the Redevelopment Project as per this agreement. For purposes of this Agreement, the "**Completion**" of the Redevelopment Project shall be

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For PRAMUKH CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

			deemed to have occurred on receipt of the Occupation Certificate and on the happening of the following: -
			a. The Redevelopment Project has been completed in accordance with the plans, specifications, approvals and permissions etc., of the new building in terms of this Agreement read with Individual Agreements and Offer Letter submitted by the Developer;
			b. The Developer has complied with duties and obligations as regards providing Existing Members New Flats, consideration, benefits, compensation etc., in terms of this Agreement and Individual Agreements and the Developer shall be deemed to have complied with his duties and obligations once the Developer has offered Existing Members New Flats, consideration, benefits, compensation etc. including the connection of water, electricity, gas, intercom, cable etc. installation of lifts / elevators with certification for running the lift / elevator, completion of car parking spaces, staircase, lobby, terrace and all common areas, gardening and landscaping, water proofing, plumbing, paints, rain-water harvesting, bore well, firefighting, pest control treatment, site development, society office, watchman cabin and common toilet, electricity fixtures and fittings, standard flat / common amenities etc., as per Developer's offer and/or as agreed in this Agreement;
			c. The Developer has cleared and cleaned all the debris / plasters, etc. lying in the said Property and building's and removed all his machineries, equipment, balance of raw-materials, building and construction materials, etc. whether belonging to Developer personally or to their contractors etc. from the said Property, cleared the site of all the temporary structure, site office, labour camps, utility lines etc.;
			d. The Developer has obtained Full Occupation Certificate and Building Completion Certificate in respect of new building's to be constructed on said land in terms

THE SEAL OF THE JOINT SUB REGISTRAR ASSURANCES BANDRA

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For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

For PRAVIN CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

			of this Agreement;
			e. The Developer has offered and handed over to the Society / Individual Confirming Parties / Existing Members the Existing Members New Flats in terms of this Agreement;
			f. The Developer has delivered to the Society all insurances policies in Original relating to Redevelopment Project.
			g. The Developer has delivered to the Society copy of all agreements, bonds, and original of warranties, guaranties of Contractors / Sub Contractors, Suppliers, operating manuals and similar documents concerning the Redevelopment Project;
			h. The Developer has delivered to the Society copy of approvals, sanctions, permission, plans, certificates, receipts relating to Redevelopment Project.
Article XIX			**Handing Over Possession of Existing Members New Flats**
Intimation of Readiness of Members New Flat		**19.1**	(a) It is agreed by and between the parties hereto that as soon as the Existing Members New Flats are ready and habitable as provided in this Agreement, the Developer shall intimate to the Society for joint inspection and verification of the Existing Members New Flats atleast 45 (forty-five) days prior to the issuance of the Occupation Certificate; (b) Within 7 (seven) days of such intimation, the Society's Managing Committee together with the PMC shall carry out joint inspection of the Confirming Parties / Existing Members in the New Building/s. Within 15 (fifteen) days of such intimation, the Society's Managing Committee together with the PMC shall inform the Developer to rectify the defects, if any, in the Existing Members New Flats and the Developer shall rectify/justify the said defects to the satisfaction of the Society's PMC within 30 (thirty) days from the date of receipt of intimation of any defect/s. It is agreed that in the event the Managing Committee of the Society together with the

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For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

		PMC fails to communicate and/or intimate about any defect/s in the Existing Members New Flats within the time line as stated herein, then it would be presumed that there is no defect/s whatsoever and the Society shall take the possession of the Existing Members New Flats within the time line as stated herein; (c) Upon the Developer's obtaining the Occupation Certificate for the New Building/s, the Developer shall call upon the Society to receive the possession of the Existing Members New Flats for and on behalf of the Confirming Parties / Existing Members within 30 (Thirty) days from the date of receipt of the Occupation Certificate (d) On the expiry of 30 (thirty) days from the date of receipt of the Notice to Occupy, the Confirming Parties / Existing Members of the Society shall return all the unutilized amount towards the Monthly Displacement Compensation and/or any other amount for the remaining period against taking vacant, peaceful and physical possession of the Existing Members New Flats. Further, if there is any shortfall after such adjustment, the Confirming Parties / Existing Members shall be liable to repay the balance amount prior to taking possession of their respective Existing Members New Flats; (e) It is agreed by and between the parties that on receipt of the Occupation Certificate, the project shall be deemed to be complete in all respect and the Society and / or the Confirming Parties / Existing Members shall not object to the same and / or dispute the completeness of the Project.
Taking Possession of Existing Members New Flat	19.2	Within 30 (thirty) days from the date of receipt of the Notice to Occupy, the Confirming Parties/Existing Members through the Society shall take over quiet, vacant and peaceful possession of the respective Existing Members New Flats. The parties hereto will record in writing the handing over possession as aforesaid.
	19.3	If any Confirming Parties / Existing Members deliberately delay in accepting the quiet, peaceful and vacant possession of his/her/their Existing Members New Flats in terms of this Agreement, then the Developer shall not be

For Shivalay Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

For Rajan Construction Pvt. Ltd.

			liable to bear and pay to such member/s the monthly compensation for temporary accommodation as well as any other cost, charges or expense under whatsoever name described which the Confirming Parties / Existing Members is entitled to under this Agreement.
Correctness of Area Certificate by Society / PMC		**19.5**	At the time of offering the Existing Members New Flats the Developer shall through its Architect issue a Certificate thereby certifying the correctness of the carpet area of each of Existing Members New Flats as well as the installation of the amenities, fixtures and finishes under **ANNEXURE "L"** of this Agreement.
Maintenance & Taxes Liability of Members New Flat		**19.6**	The Developer shall be liable and responsible to pay all levies, taxes, duties, cess and outgoings in respect of Existing Members New Flats till the date of receipt of the Occupation Certificate. Thereafter, the liability and responsibility to pay the said expenses/ outgoings/taxes, etc., shall be that of respective Confirming Parties / Existing Members and the Developer shall not be liable to pay the same.
Article XX			**Submission of Original of all Plans, Permissions etc.**
		20	Within 60 (sixty) days upon obtaining Occupation Certificate, the Developer shall handover all original approved building plan/s, permissions, sanctions, licenses, NOC's, certificates, payment receipts to any competent authorities, and any other documents required by the Society pertaining to the development of the property and the new building/s thereon. The Developer shall have no lien over the building plan/s, permissions, sanctions, Licenses NOC's, certificates, insurance policies, Contractor's Bond, Performance Guarantee etc. relating to Redevelopment Project.
Article XXI			**Payment of Utility Bills and Taxes**
Society's Liability		**21.1**	The Society and Confirming Parties/Existing Members shall pay and discharge all duties, taxes and other outgoings in whatsoever name called in respect of the said Property and Confirming Parties/Existing Members

THE SEAL OF THE ZONE SUB REGISTRAR DISTRICT ... BOARD ...

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For PRIDE CONSTRUCTION PRIVATE LIMITED
DIRECTOR

For Shivalay Star Co-op. Housing Society Ltd.
Chairman Treasurer Secretary

		personal and common utility bills in respect of their respective Existing Flats upto the date the Society hands over vacant, peaceful and physical possession of the said Property to the Developer. The Society shall provide list of the details in writing of any Confirming Parties / Existing Members Flats or any part thereof, if Mortgaged with the banks (if any) or any other Institution to the Developer prior to the execution hereof and the Society and the Confirming Parties/Existing Members shall always indemnify and keep the Developer indemnified for the same in every possible manner. It is further agreed that if any dispute or hindrance is occurred with respect to the development of the property, the liability incurred shall be borne by such Confirming Parties / Existing Members.
Developer's Liability	**21.2**	From the date of taking vacant, peaceful and physical possession of said Property by the Developer, all responsibility / liability of payment of all Central, State and Local levies, taxes, duties, charges, surcharges, cess, personal and commons utility bills etc. including Land Under Construction Tax payable in respect of the said property, the new building including flats and other premises therein till issuance of Occupation Certificate is that of the Developer alone, which the Developer will pay promptly before its due date. The Developer shall submit copy of Bill/Invoice and payment proof thereof forthwith to the Society within 30 days from the date of issuance of Occupation Certificate for its records and information.
	21.3	The Developer alone shall be liable and responsible to pay goods and service tax and any other levies, taxes and duties that may become payable under any law, statute etc. prevailing for the time being and /or under any law or statue that may come in effect in future in respect of sale of the 'Developer's Entitlement / Sale Components' and other premises including Existing Members New Flats to be handed over to Society for the purpose of re-accommodation of Confirming Parties / Existing Members in lieu of his/her/their Existing Flats in terms hereof or in relation of other monetary benefits / compensation,

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For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

For PRAMAV CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

		advantages to be received by Confirming Parties / Existing Members and Society in terms hereof including granting development rights. However, the Developer shall not be liable to pay the goods and service tax and any other levies, taxes and duties vis a vis the additional area acquired by the Confirming Parties / Existing Members of the Society.
Liability of unsold flats	**21.4**	All outgoings, dues, taxes, Levies and maintenance charges in respect of the Developer's Entitlement / Sale Components which are unsold shall be paid by the Developer from the date of Occupation Certificate and shall continue to pay until such time last of unsold flat/premises is sold. If such flat/s/premises remains unsold for 12 (twelve) months from the date of the Occupation Certificate, then the Developer shall have an option to become the member of the Society and continue to pay all such aforesaid amounts which the other Existing Members / Flat purchasers are required to pay upon the collection from the Allottees. It is agreed that the unsold flats/premises shall be an exclusive entitlement of the Developer and they shall deal with same as may deem fit.
Liability of Members New flats	**21.5**	All outgoings, dues, taxes, levies and maintenance charges in respect of the Existing Members New Flats shall be paid by the respective Confirming Parties/Existing Members from date of issuance of Notice to Occupy the said Property to the Society. The Developer shall be entitled to demand advance maintenance charges from the Flat Purchasers as condition for admitting them as members of Society.
	21.6	Each party shall be liable and responsible to pay their personal income taxes which are purely personal in nature.
Article XXII		**Developer's Entitlement / Sale Components**
Developer's Entitlement / Sale Components	**22.1**	In consideration of aforesaid, the Developer shall be entitled to all balance flats/premises remaining after handing over possession of the said Property to the Society in newly constructed building/s on the said

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For PRAVIN CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

		Property in terms of this Agreement for their benefit, enjoyment, advantage, profit and/or for commercial exploitation in the open market. The saleable FSI, balance flats, the receivables from the Allottees and the Confirming Parties / Existing Members of the Society shall be referred as "Developer's Entitlement / Sale Components" as set out herein and in clause 5.7 in this Agreement.
Exclusive Right to Sell Developer's Entitlement /Sale Components	**22.2**	The Developer shall be entitled to use, enjoy, sale, transfer, convey, exchange, mortgage, gift and bequeath any Developer's Entitlement / Sale Components in the said new building/s to be constructed on the said Property to such parties strictly for residential purposes only as the case may be and at such price as the Developer may deem fit and proper, without prior consent and approval of Society. All such dealings shall, however, be made by the Developer at their own costs and expenses and at their own risk, the intention being that the Developer shall alone be liable and responsible to such party or parties. The consideration received with respect to the sale of Developer's Entitlement / Sale Components shall solely belong to the Developer and neither the Confirming Parties/Existing Members nor the Society shall claim any right, title and interest in respect thereof.
	22.3	The Developer shall be entitled to sell the Developer's Entitlement / Sale Components on "ownership basis" to individuals and/or any entity or institution as they may deem fit and proper.
	22.4	The Developer shall be entitled to enter into any Deed and/or Agreement in respect of for sale component flat or Developers entitlement with various intending buyers / persons. It is expressly agreed that the agreement which the prospective purchaser/s shall be entered into only in the name of the Developer on principal-to-principal basis and not as agents of the Society herein.
	22.5	All amounts receivable and/or payable by the allottee/s and purchaser/s out of the Developer's Entitlement / Sale

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For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

For PRAVIN CONSTRUCTIONS PRIVATE LIMITED

Director

			Components shall be solely received and appropriated by the Developer.
		22.6	All agreements in respect of the sale of the Developer's Entitlement / Sale Components shall be stamped and registered with Registrar of Assurances.
Possession of Developer's Entitlement / Sale Components After Handing Over Existing Members New Flats		22.7	The Developer shall be entitled to offer possession of the Developer's Entitlement / Sale Components to the respective allottee/s simultaneously with the Developer offering possession of the Existing Members New Flats to the Confirming Parties / Existing Members of the Society.
		22.8	The Developer shall first prepare through their own Advocates / Solicitors Agreement for Sale, Deed and/or any other Document as per provisions of RERA Act and MahaRera Rules and other writings in respect of Developer's Entitlement / Sale Components and submit a draft thereof to Society for their record. The Developer shall execute the approved Agreement for Sale or other documents pertaining to Developer's Entitlement / Sale Components with their prospective purchaser/s failing which the same shall not be binding upon the Society and the Society shall not be bound to admit such purchaser/s as members of the Society.
		22.9	The Developer alone shall be responsible for any breaches of the Agreements in respect of the Developer's Entitlement / Sale Components and the Society shall not be responsible for the same in any manner whatsoever. The Developers hereby agree to indemnify and keep indemnified and harmless the Society from all claims/litigation that may be brought forward by any purchaser/s of the Developer's Entitlement / Sale Components.
Reserve / Repair / Sinking Fund		22.10	The New Incoming Members shall proportionately contribute towards repair / sinking funds of the Society.

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For PRAMAN CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

		The amount shall be payable to the society at the time of submitting respective Flat Purchasers Membership Application Form in prescribed manner as per law.
	22.11	The proposed sale of Developer's Entitlement / Sale Components shall be subject to the provision of Real Estate (Regulation and Development) Act 2016, read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017.
	22.12	The Developer shall submit certified copy of Letter of Allotment, Agreement / Deeds with prospective purchasers of Developer's Entitlement / Sale Components to the Society for its record and information.
Purchaser of Sale Flat to become Member of Society	22.13	The Society shall subject to compliance of all duties, obligation and covenants of this Agreement and other Documents incidental hereto and compliance of Bye-Laws, Rules, Regulations, policies, decisions to that effect, enrol such flat/premises purchasers as new members of the Society upon receiving written information thereof and following documents / amounts from Developers;
		a. Application for membership.
		b. Photocopy of the Letter of Allotment, Agreement / Deed along with copies of the stamp duty receipt and registration receipt;
		c. An undertaking from Confirming Parties / Existing Members/ Flat Purchasers/ Intending Applicants, to use the flats/premises in question for bona fide residential user only (in adherence to the bye laws of society) as the case may be and not for any other user / purposes and not to change, carry out any unauthorised and illegal modification, additions, alterations in the interior or exterior of the flats/premises, not to change colour scheme, decoration, fixtures, design, plaster, fittings, fixtures or elevation of exterior of flats/premises, to pay his/her/their share in the maintenance and other outgoings.

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For Shivaay Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

For RAHEJA CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

			charges, duties, taxes, levies etc. in respect of the his/her/their flats/premises and to abide by the bye-laws rules and regulations of the Society;
			d. Entrance Fee, Share Money, Membership fee, Transfer Fee etc. in accordance with the bye laws of Society.
			e. Proportionate contribution towards reserved / repair / sinking funds/deposit in adherence to the bye laws of Society;
			f. Payment of advance monthly maintenance charges as fixed by the Society.
Article XXIII			**Lien of Flat/s**
		23.1	The Developer has agreed to offer flat/s as lien / mortgage in lieu of bank guarantee which is earmarked herein and which shall be released phase wise as under for faithful performance and compliance of all duties and obligations by Developer under this Agreement and of the Incidental Agreements hereto failing which the Society will have a right to invoke the lien / charge after informing the Developer in terms of this Agreement.
		23.2	The amount of lien / charges on flat/s which are released as per the progress of the work as mutually agreed by parties more clearly shown in a schedule annexed hereto and marked as **ANNEXURE "N".**
		23.3	Format of the Lien Document shall be first approved by the Society. Upon execution of the Development Agreement, the Developer will identify and inform to the Society reserving any sufficient number of Developer's Entitlement / Sale Components in the proposed new building/s for claiming right of lien by the Society to secure the payment of a debt, dues or performance of Developer's duties and obligation these agreements and other agreement and writings to be executed incidental hereto. The documents of lien shall be executed in favour of Society against handing over possession of property

THE SEAL OF THE JOINT SUB REGISTRAR BANDRA NO. 1
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For PRANAV CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

For Shining Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

		along with existing building in favour of Developer for purpose of redevelopment of said Property. The Developer will be entitled to replace flat from different project with the Developer's Entitlement / Sale Components within Society's project once the same is constructed.
	23.4	The Developer will have to get the validity period of such Lien document or any part thereof extended from time to time as and when required.
	23.5	In the event of non-compliance of any terms and conditions of this Agreement and/or failure to complete the project on or before project completion period, then the Society shall give a Defect Cure Notice of 60 (sixty) working days to the Developer and the Developer shall endeavour to cure the defect within the aforesaid period, failing which, the Society shall be entitled to encash the lien hereunder granted.
Article XXIV		**Performance Bond**
	24.1	The Developer shall pass on to the Society the benefits of all warranties or guarantees in terms of quality of construction, installation, performance of any fittings, fixtures such as lifts / elevators, other plants and equipment etc. obtained by them from respective contractors, sub-contractors, manufacturer and suppliers of products.
Article X		**Penalty / Liquidated Damages**
	25.1	Subject to Force Majeure events and the Society and the Confirming Parties / Existing Members complying with their obligations under this Agreement, if the Developer fails to complete the redevelopment project and hand over the same to the Society within a period of 42 months (which is inclusive of grace period of 6 months) from the date of receipt of the Commencement Certificate, then without prejudice to any other rights of the Society, the Developer shall be liable to pay to the Society liquidated damages (hereinafter referred to as the **"LDs"**) for such

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FOR RAMA CONSTRUCTIONS PRIVATE LIMITED

			default and not as penalty a lumpsum amount of Rs. 35,00,000/- (Rupees Thirty-Five Lakhs Only) per month beyond a period of 42 months from the date of receipt of the Plinth Level Commencement Certificate.
		25.2	The Society shall be entitled to recover amount of LDs by deducting or sale of premises kept as lien or by any other means of recovery, in the event the Developer fails to pay the amount of LDs even after a period of 60 (sixty) days from the completion of 42 months from the date of receipt of the Commencement Certificate. The deduction and forfeiture of such Liquidated Damages shall not relieve the Developer from its obligation to complete the remaining delayed works or obligation or extension of time for performance of any subsequent duties, obligations and liabilities on time as provided under this Agreement or unless the extension is specifically granted by Society in writing.
		25.3	In the event, if amount of lien amount is forfeited or deducted in full or part at any time for any reasons, the Developer shall immediately deposit such amount towards lien / guarantee equivalent to the amount forfeited or deducted to maintain its agreed maximum value.
Article XXVI			**Defect Liability Period**
		26	The Developer shall give a defect warranty for a period of 5 (five) years from the date of receipt of the Occupation Certificate (**"OC"**) for R.C.C. and structural defects observed in Developer's work save and except any changes carried out by the Society and/or the Confirming Parties / Existing Members herein along with the prospective purchaser/s. The Confirming Parties / Existing Members and prospective purchaser/s shall not commence any modification/ variation/ renovation in their New Premises without written consent of the Society. The Developer hereby states that the water proofing agency shall directly give guarantee of minimum 10 (ten) years for terrace waterproofing and the Developer will co-

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		operate with the Society to get it rectified from the Vendor. However, it shall not cover any defects/damage caused due to interior work carried out by the Confirming Parties / Existing Members and/or prospective purchaser/s. For the 'readymade products', the Developer will procure a suitable guarantee/ warranty from the concerned manufacturers/ suppliers of the said products and shall hand over to the Society and/or to the respective Member/s such guarantees/warranties at the time of handing over to the Confirming Parties / Existing Members possession of their respective Existing Members New Flats.
Article XXVII		**Insurance And Indemnity**
Insurance Requirements	**27.1**	Throughout the term of this Agreement, insurance including labours, workman, administration staff, third party insurance per claim, Contractors All Risk Policy etc. shall be carried and maintained in force, with the premiums and other costs and expenses for such required insurance to be borne by Developer alone. All such Insurance Policies shall be in the name of the Developer and beneficiary as Society. The premium and other expenses of and in connection with such insurances shall be borne and paid by the Developer alone.
Indemnity	**27.2**	The Developer shall indemnify, defend and hold Society and its members, committees, office bearers, employees and agents harmless from and against any and all costs, expenses, attorneys' fees, suits, liabilities, damages, or claims for damages, in any way relating to the development, construction and /or any way relating to or arising from Redevelopment Project by Developer and/or arising out of or relating to negligence of the Developer and/or Developer's failure or refusal to comply with or abide by or perform its duties, obligations set in this Agreement and Tender Documents, Laws, terms and conditions of all approvals, permissions, sanctions, licenses, certificates, NOC's etc. pertaining to Redevelopment Project. The indemnities provided in this

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For Shivshiv Star Co-op. Housing Society Ltd.

Chairman Treasurer Secretary

For Mahavir Construction Private Limited

Director