

38. ENTIRE AGREEMENT-AMENDMENTS:

Save and except what is agreed here in this Agreements supersedes all documents and writings (if any) executed/ exchanged between the parties here to in respect of the subject matter hereof. No addition/alteration or amendments to any of the terms, condition and provision mentioned herein, shall be valid, operative, effective, binding upon or enforceable against anyof the parties hereto unless the same are recorded in writing and signed by the parties here to.

39. FURTHER ASSURANCES:

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

40. NOTICES:

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

41. BINDING NATURE OF THE AGREEMENT:

The obligations under this Agreement will be binding upon and its benefits will ensure to the benefit to the Parties.

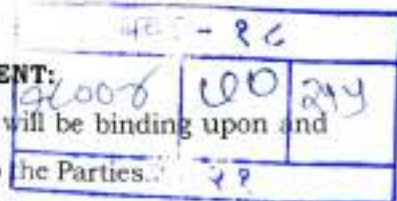
42. ADDRESS OF THE OWNERS AND DEVELOPERS ASSET

OUT HEREIN:

THE OWNERS

ROSE BLOSSOM CO-OPERATIVE HOUSING SOCIETY LIMITED

(REG. No. MUM/W-KE/HSG (TC)/16120/2018-19



3/11/2019
Mumbai
KRP

dated 18/12/2018) at Natwar Nagar, Road No.5, Jogeshwari
(East), Mumbai-400060.

The address for communication after demolition of the said building shall be as follows:

THE DEVELOPERS

"M/s. VINI DEVELOPERS" 101/B-wing, Bhagwati Ashish CHSL,
Road no.-04, Natwar Nagar, Jogeshwari (East), Mumbai- 400 060.

43. JURIDICATION:

The Courts at Mumbai alone shall have Jurisdiction. Further if any dispute arises between the parties hereto, the aggrieved party will be at liberty to initiate the appropriate proceedings, in accordance with Arbitration and Conciliation Act, 1996 for Arbitration and Rules framed thereunder by the State of Maharashtra.



17. In the event that the Developer does not pay the Displacement Allowances / Monthly Compensation / Rent in respect of the temporary alternate accommodation to which Members and / or have the Developer handed over possession of the Rehabilitation Premises to the members;

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२०२१ Completion		

In the event that the Developer has not handed over possession of the Premises even after the Extended Completion Date and the Society has terminated the Agreement, the Developers is liable to pay Displacement Allowances Rent to each member/s till the time the existing members are put in peaceful possession of their respective flats.

- b. In the event that the Developer does not comply with any of the condition precedents which it is responsible to perform in the manner and/or within the time provided by clause - 25 above, then the Agreement shall stand terminated without any further reference or correspondence from the Society/Members immediately on the expiry of the time period prescribed for the performance thereof.

- c. In addition to cases of breach/non-compliance of any of the condition precedent by the Developer, The Society shall be entitled to terminate the Agreement in the following cases:

i. if, at any time after the last of the Members hands over possession of his flat to the Developer, the Developer abandons the re-development of the said property, except in the case of a *force majeure* event occurring for a continuous period of six months;

ii. if, at any time after the last of the Members hands over possession of his flat to the Developer, the Developer does not take any action in respect of the re-habilitation premises and/or works only in respect of the Developer's flats for a continuous period of six months;



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d. In case of any default, failure, delay, non-compliance, non-performance, breach, etc. on the part of the Developers in the due and timely compliance of these presents, then the Society shall be entitled to terminate, revoke and cancel these presents and the said Power of Attorney and the General Body Resolutions and all rights of the Developers shall then cease to exist and the Society shall deemed to be in physical possession of the said property with liberty and entitlement of completion of the said redevelopment project as the Society may deem fit and proper. In case of Termination the Society will have right on receivable of the Sold units and all unsold units to the extent of cost required by them to complete the project. Rights on balance Money shall be of the Developers. In such case of termination developers shall be entitle to have pre-emptory right to recover his cost and expenses from balance sold and unsold flats.

- e. Before terminating the Agreement under clause - 39 above, the Society shall address a notice to the Developer calling upon it to rectify the defect which entitled the Society to terminate this Agreement. If upon expiry of a period of 30 days from the receipt of such notice by the Developer the defect mentioned therein has not been rectified by the Developer for any reason whatsoever, then this Agreement shall automatically stand cancelled and terminated without any further reference/correspondence from the Society and Developer hereby agrees and confirms the same.



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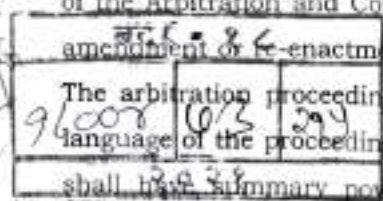
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- f. On termination of the Agreement by the Society for any reason whatsoever, the Power of Attorney granted by the Society to the Developer shall stand *ipso facto* stand terminated and revoked and the Developer shall forthwith handover all the original document in their possession including this Agreement to the Society herein. However, the indemnity given by the Developer to the Society/the Members shall continue to operate despite such termination of the Agreement.

45. ARBITRATION

In the event any dispute or difference arises between the Society and the Developer in the matter of interpretation or in respect of this Re-development Agreement, the Power of Attorney and /or related or incidental documents, and/or the implementation and/or interpretation of the terms, provisions and conditions here of/thereof, the Society and the Developer shall jointly endeavour to personally resolve such disputes or differences in an amicable manner within 30 days from the date that one of the parties has first notified (in writing) the other party of the existence of such disputes or differences and call upon the other party to hold discussions/dialogues for resolving the same. In the event such disputes or differences are not resolved within the said period of 90 days, the parties shall jointly appoint a sole arbitrator by the expiry of 90 days from the end of the said discussion/dialogue period referred to herein above, failing which, each party shall appoint one arbitrator, and the two appointed arbitrators shall, before entering upon the reference, appoint a third Arbitrator who shall act as the presiding arbitrator, to resolve the aforesaid disputes and differences. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendment or re-enactment thereof for the time being in force. The arbitration proceedings shall be held at Mumbai and the language of the proceedings shall be English. The Arbitrator/s shall have summary powers and be entitled to give interim directions and awards from time to time. The award/s of the Arbitrator/s shall be reasoned and given in writing and shall be final and binding upon the Society (for itself, and for and on behalf of all its Members) and the Developer.



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Handwritten signatures and initials on the right margin.

Handwritten signatures and initials at the bottom of the page, including 'Sun', 'M. N. B.', 'K. K. P. N. B.', and others.

46. MISCELLANIOUS:

- (a) This Redevelopment Agreement has been executed in duplicate. The Original shall be in the Custody of the Developers, the Duplicate shall be in the custody of the Society.
- (b) The parties here by admit that this Agreement has been fully explained to them and they have understood the meaning of all the clauses of this agreement and they have signed this agreement with full understanding of the obligations there in.
- (c) All the Agreements with the prospective purchasers of flats, car parking spaces will be entered into by the Developers in its own name and at its own cost and expenses, risk and responsibility and on principle of principal basis and not as the agents of the Society and/or the Members and the Society and/or the Members shall not be responsible for the same nor they will recognize such person as allottee unless the Developers shall have requested the Society in writing to do so.

**47. STAMP DUTY, REGISTRATION AND OTHER CHARGES:**

All out-of-pocket expenses in respect of this Agreement as well as in respect of the Power of Attorney to be executed along with It is agreed between the parties hereto that Stamp duty, registration fees and other incidental charges in respect of the existing area of the premises of each members of society required to be paid to the Government in connection with Registration of this Agreement and/or in connection with the Agreement that may be executed by the Developers with the individual members of the Society shall be borne and paid by the Developers alone. That on the additional area, if any purchased by the Members the stamp duty and registration charges shall be paid by such individual members of the society.

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48. LEGAL CHARGES:

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

49. ANNEXURES: and Exhibits to the Annexure attached to this

Agreement form an integral and part of this Agreement.

50. COUNTERPARTS.

This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

51. AMENDMENT.

This Agreement may be modified or amended only by a writing duly executed by the Society and the Developers.

The Society shall not be responsible for any of the breaches done by the Developer as may be applicable under Maharashtra Ownership Flat Act, 1963. And Real Estate (Regulation and Development) Act, 2016 (RERA) the Developer shall only be treated as the promoter under both Act MOFA, 1963 and RERA,

52. ENTIRE AGREEMENT.

This Agreement together with all documents executed contemporaneously with it or referred to in it, constitute the entire Agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter.

53. NO PARTNERSHIP.

This Agreement shall not be treated as a partnership or a joint venture between the parties hereto and this Agreement contemplates only the development rights agreed to be granted by the Society in favour of the Developers as provided herein.

54. NO ASSIGNMENT/TRANSFER OF RIGHTS-

The Developers agree and undertake that they shall not assign, encumber and/or transfer the benefits of this Agreement nor

any right or obligation hereunder to any person or persons nor shall they change the constitution of the firm or induct any new partners or change the constitution of the firm during the subsistence of this agreement without the permission of the Society which permission shall not be unreasonable denied.

55. NO WAIVER OF RIGHTS.

Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power, or remedy.

In case of demise of any Existing Member during the subsistence of this Redevelopment Agreement, the terms of this Redevelopment Agreement shall be binding on his/her heirs, executors, administrators, and assigns and heirs of such deceased member shall be deemed to abide by this Redevelopment Agreement and shall sign and execute Declaration in favour of the Developers confirming that the terms and conditions of these presents shall be binding on them. The heirs of the deceased member shall execute Declaration in favour of the Developers as setouts there in above. The heirs of the deceased member shall not be entitled to receive any further compensation save and except as stated in this Redevelopment Agreement from the Developers or the Society or claim right adverse to the right/interests of the Developers. However, in case of dispute regarding proper heir to the said property of the deceased member the person claiming right shall have to obtain no objection from other legal heirs.



IN WITNESS WHEREOF parties hereto have hereunto set and subscribed their respective hand sand seals to this deed the day and year first here in above written.

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THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL that piece and parcel of land thereabouts bearing CTS No.260/A(Part), and CTS No.262, 262/1 to 6 (Part), admeasuring 959.02sq.mtrs, of Village: Mogra, Taluka: Andheri in the registration district and sub-district of Mumbai city and Mumbai suburban situate, lying and being at Natwar Nagar, Road No.5, Jogeshwari (East), Mumbai-400060 together with the existing buildings known "ROSEBLOSSOM CO-OPERATIVE HOUSING SOCIETY LIMITED" and

Bounded as follows:

On or towards the East: C.T.S NO 263/4.

On or towards the West: CTS.NO- 261, & CTS.NO - 258.

On or towards the North: CTS.NO-253/A, & CTS.NO - 273.

On or towards the South: abetting Road No. 5 having 12mtrs width.



Common Seal of **ROSEBLOSSOM
CO-OPERATIVE HOUSING SOCIETY LIMITED**

Has been affixed pursuant to the

Resolution passed to that effect in its

Meeting held on 12.09.2021 and the same

Has been affixed presence of Chairman

1) **Mr. Shailesh B. Rathod**



For Rose Blossom Co-op. Hsg. Soc. Ltd.

Shailesh B. Rathod

Chairman Secretary Treasurer



Through its Secretary

2) **Mr. Nitin K. Mahure**



For Rose Blossom Co-op. Hsg. Soc. Ltd.

Chairman Secretary Treasurer

Through its Treasurer

3) **Mr. Yogesh S. Sawant**



For Rose Blossom Co-op. Hsg. Soc. Ltd.

Chairman Secretary Treasurer



SIGNED, SEALED AND DELIVERED

By the withinamed 'of ROSEBLOSSOM

CO-OPERATIVE HOUSING SOCIETY LIMITED

(THE MEMBERS)

NAMEPHOTOCOPYSIGNATURE/THUMBMr. Chandramohan
singh Hajari.

1. Dr. Anand
Deshpande.

2. Dr. Kalpana
Anand Deshpande.Dr. Chandramohan
manmohan singh singh.Dr. Chandramohan
manmohan singh singh.Dr. Chandramohan
manmohan singh singh.

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Mrs. Pratibha Narayan
Bhoir.



P.N. Bhoir



Mrs. Kritika Kishor
Sawant.



K Sawant



1. Mr. Rajesh B Rathod.
2. Mr. Shailesh B
Rathod.



1. R B Rathod



Shailesh B. Rathod



1. Mr. Rupesh
Parshuram Vichare.
2. Mrs. Sonali Rupesh
Vichare.



1. R Vichare



2. S Vichare



1. Mr. Nitin Sadashiv
Jamsutkar.
2. Mrs. Sujata
Sadashiv
Jamsutkar.



1. N Jamsutkar



2. S Jamsutkar



Mrs. Renuka Babu
Dhotre



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Mrs. Vidya Vijay Rao.



Vijay Rao



Mrs. Reena Singh.



Reena Singh



1. Mr. Naresh Kantilal Parmar.



1. नरेश कान्तिलाल



2. Mrs. Parvati Naresh Parmar.

2. पार्वती नरेश कान्तिलाल



1. Mrs. Damodara Damodar Warang.



1. Damodara



2. Mr. Damodar Vasudeo Warang.

2. Damodara



Mr. Pallavi Prakash Walve.



Pallavi



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Mr. Mahesh Kantilal
Balsara.



M. K. Balsara.



Mr. Vijay Sakhrum
Kelkar.



V. Kelkar



Mr. Nitin Krishna
Mahure.



N. Mahure



Mr. Ajay Narayan
Hulalkar.



A. Hulalkar



Mr. Santosh V.
Mahadik.



S. Mahadik



Mr. Subhash C. Subhant.



S. Subhant



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Mr. Deodatt Shankar
Dhuri.



Deodatt



1. Mr. Shivji Jakhoo
Gala.

2. Mrs. Bhanu Shivji
Gala.



1. *Shivji Jakhoo*



2. *Bhanu Shivji*



1. Mr. Kiran Kanayalal
Pursnani

2. Mr. Ritesh Kanayalal
Pursnani.



1. *K.K Pursnani*



2. *R.K Pursnani*



1. Mr. Yogesh Sampat
Sawant.

2. Mrs. Vaishnavi
Yogesh Sawant.



1. *Sawant*



2. *Vaishnavi*



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Smt. Revati Rami
Gholap.



Gholap



Smt. Shyam R More.		3A Hand 
Mr. Rajesh Manoharlal Jhamnani.		 

SIGNED, SEALED AND DELIVERED

By the withinamed 'Developers'

"M/S. VINI DEVELOPERS"

Through its / Partner

1. MR. PRITESH DAMJI SAVLA



For M/S. VINI DEVELOPERS


PARTNER

2. Mr. UTSAV TIWARI



For M/S. VINI DEVELOPERS


PARTNER

3. DDS ETAIL PRIVATE LIMITED

Through its authorized signatory

Mr. DEEPESH NIGAM

In presence of 

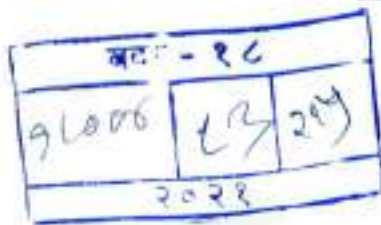


For M/S. VINI DEVELOPERS


PARTNER

WITNESS:

- 
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For M/S. VINI DEVELOPERS

PARTNER



For M/S. VINI DEVELOPERS

PARTNER

For M/S. VINI DEVELOPERS
PARTNER



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