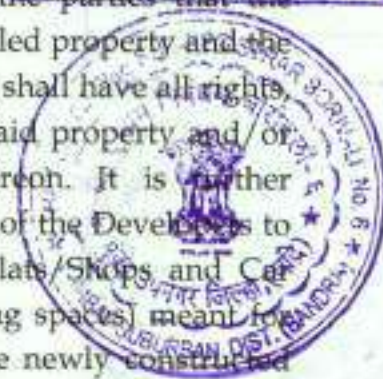


- h. The Developers, shall be entitled to enter and remain upon the said Property till the proposed building is completed in all respect and possession of the new flats in the proposed building are handed over to the members and/or purchasers thereof. The Developers shall remain in possession as licensee on the said Property for 12 months from the date of Occupation Certificate or till the last saleable flat is sold whichever is earlier.

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- i. It has been expressly agreed and declared by the parties that the Society shall remain exclusive owner of the scheduled property and the building/structures to be constructed thereon and shall have all rights, title and interest in, upon and/or related to the said property and/or the building/structures to be constructed thereon. It is further expressly declared that save and except the rights of the Developers to dispose of all the saleable area i.e. remaining Flats/Shops and Car Parking spaces (Developers' component of parking spaces) meant for sale after due allotment of the Flats/Shops in the newly constructed building to the existing Members and to appropriate the profits thereon; the Developers shall not have any right, title and/or interest of any nature whatsoever in, upon and/or related to the land and/or the building/structures to be constructed thereon and/or any part.



- j. The Developers shall be entitled to grant the consent to the Purchasers of the premises from the Developers to enable such prospective purchasers of premises from the Developers to raise the bank loan or loan from any other institution for purchase of the said premises and to make the payment to the Developers herein and the Society agrees for the same PROVIDED no such loan transaction/s expose/s the Society and/or the property of the Society to any liability vis-à-vis such bank/s and/or other institution/s and the Society hereby grants N.O.C./consent to the prospective buyer for the same. However, at the time of admitting such purchasers as member of the Society, the Developers/prospective buyers shall give appropriate intimation in writing with documentary evidence to the Society so as to enable the

<i>Barman</i>	Kartik	P. Kashy	ADeuy	<i>ADeuy</i>
Rin K. S. S.	P. F. Shan	<i>ADeuy</i>	<i>ADeuy</i>	<i>P. Kashy</i>
<i>ADeuy</i>	<i>ADeuy</i>	<i>ADeuy</i>	<i>ADeuy</i>	<i>ADeuy</i>
28.5.2016	S. H. S.	K. J. Doshi	M.	<i>ADeuy</i>
Yogita	Yogita	<i>ADeuy</i>	<i>ADeuy</i>	<i>ADeuy</i>
गोमना	<i>ADeuy</i>	<i>ADeuy</i>	P. R. P.	B. J. P.
Kartik	RHS	<i>ADeuy</i>	<i>ADeuy</i>	<i>ADeuy</i>
<i>ADeuy</i>	<i>ADeuy</i>	<i>ADeuy</i>	<i>ADeuy</i>	<i>ADeuy</i>

ADeuy

society to record such lien and/or mortgage of the respective flat in the records of the Society.

- k. The Developer shall be permitted to approach the Bank, Non-Banking Finance Corporation/Institution, etc. and obtain finance against the security of the Developer's Area (flats/shops/units) for sale and Society hereby grant their NOC/consent for the same and for this purpose to sign, execute and register any additional mortgage deed or other document but without making anyway liable to the Society for repayment of either principal amount or interest amount and/ or in any manner whatsoever. The Developer is not entitled to obtain any loan on flats/shops/area agreed to be allotted to the members of the Society or on land or part thereof. The Society shall not have any liability whatsoever with regard to repayment of any such loans/finance.

On possession of the Members Premises being offered by the Developers to the Members / Society after securing Occupation Certificate in respect thereof and the Developers handing over to the Society all the approvals, permissions including occupation certificate, completion certificate and all other related papers, documents, correspondence, etc. relating to the construction carried out pursuant to this agreement, all the obligations of the Developers except to rectify the defect in the construction shall stand fulfilled.

17. VACANT POSSESSION OF THE BUILDING:

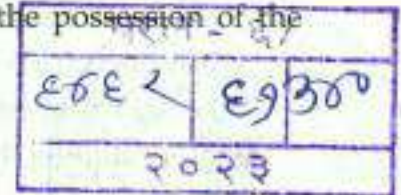
The Society shall cause the existing members to vacate their respective flats/units/premises and hand over vacant and peaceful possession of their respective flats/units alongwith entire building to the Developers within 15 (fifteen) days from the date of receiving intimation from developer for vacating existing flats upon obtaining I.O.D. alongwith duly approved plans issued by concerned Authority for construction of the proposed new building on the said property.

	Karbis	Ratash	ADubey	ADubey
P.F. Shan	P.F. Shan	✗	ADubey	Ratash
ADubey	ADubey	ADubey	ADubey	ADubey
21.5.2018	S.H.S	K.L. Doshi	M...	ADubey
Yogita	Yogita	424 27.7.2018	ADubey	ADubey
ADubey	ADubey	ADubey	P.R.P	B.K.P.
Karbis	ADubey	ADubey	ADubey	ADubey
ADubey	ADubey	ADubey	ADubey	ADubey



18. AUTHORITY GRANTED TO THE DEVELOPERS:

The Owner/ Society by executing this Agreement for Development doth hereby give authority unto the Developers that the Developers and their Architect, workers, contractors, etc. shall be entitled to enter upon the said property and to carry out the work of demolition and to carry out and complete the work of redevelopment in the manner herein agreed upon. The Developer has been granted only a license to enter upon the said property as a developer to redevelop the said property in terms of this Agreement. However, the possession of the said property will be with the Society.



19. F.S.I. (FLOOR SPACE INDEX):

It is specifically agreed by and between the parties that the Developers shall be entitled to consume and utilize the entire F.S.I. and Fungible FSI under varied rules and regulations of DCPR 2034 at discretion of Developer and as available as per New D. C. Rules as amended from time to time available in respect of the said property. The Developers alone shall be entitled to consume and utilize the T.D.R. (to be acquired by the Developers at their own cost) on the said property as may be permissible from time to time for the construction of the new building on the said property. The Developers shall bear all necessary expenses and costs for availing Additional FSI / FSI / T.D.R., etc. on behalf of the Society.



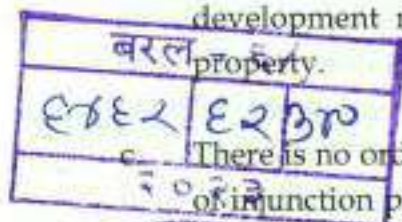
20. REPRESENTATIONS OF THE SOCIETY TO DEVELOPER:

- a. The Society are the owners and/or otherwise are seized and possessed of and/or otherwise well and sufficiently entitled to the said leasehold property, more particularly described in the Schedule hereunder written and delineated with red colour boundary line on the Plan annexed hereto and marked as Annexure - 'A'.

<i>P. K. Shah</i>	<i>Kartik</i>	<i>P. F. Shah</i>	<i>P. K. Shah</i>	<i>P. K. Shah</i>
<i>P. K. Shah</i>	<i>P. F. Shah</i>	<i>P. F. Shah</i>	<i>P. K. Shah</i>	<i>P. K. Shah</i>
<i>P. K. Shah</i>	<i>P. F. Shah</i>	<i>P. F. Shah</i>	<i>P. K. Shah</i>	<i>P. K. Shah</i>
<i>P. K. Shah</i>	<i>P. F. Shah</i>	<i>P. F. Shah</i>	<i>P. K. Shah</i>	<i>P. K. Shah</i>
<i>P. K. Shah</i>	<i>P. F. Shah</i>	<i>P. F. Shah</i>	<i>P. K. Shah</i>	<i>P. K. Shah</i>
<i>P. K. Shah</i>	<i>P. F. Shah</i>	<i>P. F. Shah</i>	<i>P. K. Shah</i>	<i>P. K. Shah</i>
<i>P. K. Shah</i>	<i>P. F. Shah</i>	<i>P. F. Shah</i>	<i>P. K. Shah</i>	<i>P. K. Shah</i>
<i>P. K. Shah</i>	<i>P. F. Shah</i>	<i>P. F. Shah</i>	<i>P. K. Shah</i>	<i>P. K. Shah</i>
<i>P. K. Shah</i>	<i>P. F. Shah</i>	<i>P. F. Shah</i>	<i>P. K. Shah</i>	<i>P. K. Shah</i>
<i>P. K. Shah</i>	<i>P. F. Shah</i>	<i>P. F. Shah</i>	<i>P. K. Shah</i>	<i>P. K. Shah</i>

Shah

- b. The Society have not sold and/or transferred and/or entered into any Agreement or arrangement of whatsoever nature with any other person or persons, by way of sale, lease, covenants, mortgage, lien or charge, etc. and that the Society are competent and entitled to grant the development rights to the Developers herein in respect of the said



- c. There is no order of attachment before or after judgment and/ or order of injunction passed by any Court and/or prohibitory order passed by any Government, Semi-Government Authority whereby the Society are restrained from granting the development rights for re-development of the said property as is being done by virtue of these presents and/or re-developing the said property.



- d. There are no proceedings pending under the provisions of Income-tax Act and/or under any other law whereby the Society are restrained from re-developing the said property and/or granting the development rights for re-development of the said property as is being done by virtue of these presents.

- e. There are no statutory and/or contractual dues outstanding so far as the same pertains to the said property.

- f. The Owners/ Society have not committed any breach/s of the rules, regulations and/or of any statutory provisions as are applicable.



- g. That the Society have duly paid and discharged in full all the dues and liabilities in respect of the said property including the municipal taxes, out goings and maintenance charges, Income Tax, etc. up to the date hereto and further that if in future it is found that any of the dues in respect of the said property is due and/or outstanding till the date of last member vacating their respective premises, the Society will clear

	Kartik	P. F. Shan	P. F. Shan	ADay	ADay
P. F. Shan	P. F. Shan	P. F. Shan	P. F. Shan	P. F. Shan	P. F. Shan
ADay	ADay	ADay	ADay	ADay	ADay
2A.S. Yade	S.H.S	K. J. Doshi	M.	ADay	ADay
Yogish	Yogish	2A.S. Yade	P. R. P.	B. H. P.	ADay
ADay	ADay	ADay	ADay	ADay	ADay
Kartik	ADay	ADay	ADay	ADay	ADay
ADay	ADay	ADay	ADay	ADay	ADay

the same immediately and shall indemnify the Developers against such claim.

- h. The primary responsibility of securing the individual consent of the respective members of the Society in respect of the proposed re-development project shall be that of the Society. It is specifically agreed that in the event of the delay due to the non-cooperation of the members and/or any other obstructions or interference by the members of the Society, in the proposed development, the Society shall be obliged to take appropriate action against erring member/s. The Developer shall render necessary co-operation and assistance as may be required by the Society.

- i. That neither the Society nor any one claiming by through under or in trust of them have committed and/or omitted to do any act, deed, matter or thing whereby peaceful possession, occupation and enjoyment of the said property and other rights and benefits in respect thereof may become or may be prejudicially affected or encumbered in any manner.

- j. The Society has not received any notice for acquisition or requisition of the said property whereby the Owners are restrained from granting the development rights for re-development of the said property as is being done by virtue of these presents.

- k. That the title of the said property is clear and marketable and free from all encumbrances and free from reasonable doubts of any nature whatsoever.

- l. All members of the Society have consented to the redevelopment of the said property and granting development rights to the Developers herein and as and when called upon by the Developers, the Society and existing members shall at the costs and expenses of the Developers sign such plans and other necessary papers and documents including

<i>[Signature]</i>	Karthik	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
P. K. S. S.	P. F. Shan	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	S. S.	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>
S. S. V. S.	S. H. S.	K. J. Doshi	M.	<i>[Signature]</i>
Yogita	Yogita	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	P. R. P.	B. R. P.
Karthik	P. H. S.	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

consent letter, affidavits, declarations, undertaking as may be deemed fit and proper by the members of the Society as and when required and necessary for development of the said property.

- m. It is agreed between the parties hereto that the debris and all materials of the existing structure to be demolished on the said property shall belong to the Developer and the Developer shall be entitled to dispose off the same in any manner as he deems fit and proper and to appropriate. The Society must inform the members to remove/take away only the movable furniture and their personal belongings when handing over the vacant possession of their respective flat/unit/shop and to not remove door frames, grills, windows, shutters, concealed fittings, main door, etc and shall lock and handover the keys to the Society for the redevelopment.

The Society agrees that on the new building handed over to the society, make sure that no member shall make any addition or alteration of in the elevation, exterior walls and windows, grills, railings and outside colour scheme of the building and maintain their respective flat/shop/unit, sewers, drain pipes, electrical, gas and similar lines in the said flat/shop/unit and appurtenances thereto in good tenable repair and condition, and in particular so as to protect the other parts of the building in which the flat/shop/unit is situated and shall not chisel, make holes or cause damage to columns, beams, walls, slabs or R.C.C. parties or other structural members or disturb and damage waterproofing of toilets, kitchens and specifically the terraces in the building. The terrace of the building shall not be used for dumping residual throw away material, flower pots, old furniture or any other use which may cause cracks, water accumulation and leakages harming the terrace and cause damage to the water-proofing thereby affecting the flats below on the top floor.

	Kashik	P. F. Shan	ADubey	ADubey
Am K. Shan	P. F. Shan	SIS	ADubey	ADubey
ADubey	ADubey	K. J. Doshi	M.	ADubey
2nd S. Shan	S. H. S	ADubey	ADubey	ADubey
Yogesh	Yogesh	P. R. P.	ADubey	ADubey
गोमला	ADubey	ADubey	ADubey	ADubey
Kashik	ADubey	ADubey	ADubey	ADubey
ADubey	ADubey	ADubey	ADubey	ADubey

21. OBLIGATIONS & INDEMNITIES OF THE DEVELOPERS:

Agreed that it shall be the sole responsibility and liability of the Developers inter - alia to fulfil the following obligations at their own costs, charges and expenses without reference or recourse to the Society;

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- To demolish the existing buildings on the said property for the purposes of reconstruction of the new building/s and remove the debris of the old buildings at their own costs, charges and expenses.
- The Developers shall obtain I.O.D. (Intimation of Disapproval) and Plans duly approved by the concerned authorities and shall obtain Commencement Certificate to commence the construction of the new building as per the sanctioned plans. The Developers undertake for strict compliance of the terms of the said I.O.D.
- To purchase/acquire FSI/Additional FSI on obtaining I.O.D and sanction of the plan of the new Building and to purchase T.D.R. in the name of/for and on behalf of the Society by entering into appropriate Agreement on payment of requisite stamp duty thereon, and sign the utilization form for the same, make appropriate application to the Municipal Corporation of Greater Mumbai (M.C.G.M.) for loading of such TDR/Additional FSI with all available benefits on the said property more particularly described in the Schedule hereunder written.
- To obtain requisite permission/sanctions from M.C.G.M. and all other Competent Authorities for utilization of existing inherent FSI with all available benefits and loading of the TDR on the said property more particularly described in the Schedule hereunder written.
- To apply for and obtain layout plan of the said property and Building Plan for new building/s sanctioned in respect of the said property from

<i>[Signature]</i>	Kashis	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Rin kasu	P. F. Shah	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	SJS	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>			
215-216	S.H.S	K. J. Doshi	M.	<i>[Signature]</i>
Yogita	Yogita	424, 214, 219	<i>[Signature]</i>	<i>[Signature]</i>
गिरान	<i>[Signature]</i>	<i>[Signature]</i>	P. R. P	B. R. P.
Kashis	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

M.C.G.M., Civil Aviation, Tree Authorities, Hydraulic Engineers, Chief Fire Officer, Chief Engineer of Road, S. W. Drain etc. RTO, MTNL, MGL, Department of Archaeology of India, Collector of Suburban, Mumbai Environment Authority etc including TATA Power/Adani Electricity as may be required and to comply with without any delay and default all the terms and conditions that may be imposed from

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f. To construct the building/s strictly as per the Plan/s sanctioned by	
M.C.G.M. and obtain Occupation Certificate for the same.	

g. to pay all costs, charges and expenses, fees of the professionals, premium to M.C.G.M. towards development charges, staircase and lift area, parking and/or open space sewerage charges, balcony enclosure and all other charges, fees, deposits either to M.C.G.M. and/or ADANI Electricity, TATA Power and/or any other Government and Semi-Government Authorities, who on the date of execution of this Agreement utilising this facility, water meter deposit, laying of new water pipes etc. to obtain sanction to the plans by M.C.G.M. for the full consumption of permissible F.S.I along with TDR/Additional FSI for the grant of full Commencement Certificate and which would be required to be paid/complied with till the grant of Building Completion Certificate.

- h. The Developer agrees that Society and its members shall not pay any costs, expenses, and charges towards the construction of the said building/s or sanction of building proposal plan and/or any costs and/or charges and/or expenses for development of the said property. The Developer hereby agrees and undertakes to handover to the members of the Society, the flat/shop/unit in the proposed new building on ownership basis free of cost.

- i. The Developer shall procure separate electricity meter connection and water connection for the Society and shall pay the deposit and such

<i>[Signature]</i>	Karthik	P. F. Shan	<i>[Signature]</i>	<i>[Signature]</i>
Rin 10 shu	P. F. Shan	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	SJS	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
2nd 5-4th	S.H. S	K. J. Doshi	M.	<i>[Signature]</i>
Yogita	Yogita	425 2nd, 2nd	<i>[Signature]</i>	<i>[Signature]</i>
गीतली	<i>[Signature]</i>	<i>[Signature]</i>	P.R.P.	B.K.P.
Karthik	P.H.S	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>



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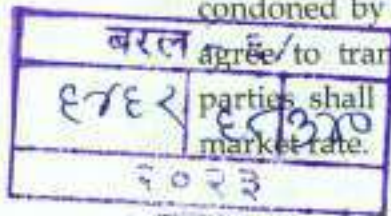
- j. It is agreed that the Developers shall complete the construction of the new building within the period of **24 months** plus **12 months** grace period from the date of receipt of commencement certificate from M.C.G.M.
- k. It is also agreed that upon the completion of construction of the new building, the Developers shall offer the possession of the flats/unit firstly to the existing members of the Society and thereafter to the new Purchasers who have purchased the premises from the Developers in the building/s (sale component).



- l. The Society, upon intimation from the Developer to check the measurement of the respective members flat/area, must arrange to check the measurement of the carpet area of their new flats/units on site after the wall [brickwork] is erected and before the finishing (plastering/gypsum/tiles skirting/ledges in toilets) is carried out on them.
- m. It is hereby specifically agreed that any variation in the carpet area of the new flats (to be measured unfinished wall to unfinished wall) agreed to be given free of cost by the Developers herein to the extent of +/- 3% of the agreed carpet area of the flats in the new building on account of planning/construction constraints or exigencies

+/- 3% of the agreed carpet area of the flats in the new building on account of planning/construction constraints or exigencies					
~~Gurmanan~~	Kartik	Pankaj	Ajay	Dhanraj	
Rinasee	P.F.Shah	H	H	Pankaj	
Manoj	Jyoti	S.S.	Shetty	Ajay	
Ajay	Ajay				
2nd floor	S.H.S	K.S. Desai	M...	Pankaj	
Yogita	Yogita	2nd floor	H	H	
oil m n	Zar	Lector	P.R.P	B.K.P.	
Kartik	RHS	ops	Nandani	Ajay	
Jyoti	2nd floor	27th	Pann		

(plastering/gypsum finishing/tiles skirting/ledges in toilets) or difference in AutoCAD drawings and actual execution, shall be condoned by the concerned members of the Societies. Both the parties agree to transact if the tolerance is beyond $\pm 3\%$ whereby either parties shall compensate the other party monetarily at the prevailing market rate.



n. It shall comply with all the provisions and obligation under Real Estate (Regulation and Development) Act, 2016 ("RERA") and shall alone be liable and responsible for non-compliance or breach of any of the obligations stipulated under RERA;

22. TIME PERIOD FOR COMPLETION OF THE BUILDING:

It is agreed that the Developers shall procure the Occupation Certificate in respect of the flats/shops of the members of the Society within a period of **24 months** from the date of receipt of Commencement Certificate from M.C.G.M. with additional grace period of **12 months**.

- b. However, in case of delay which may be caused due to the reasons, beyond the control of the Developers i.e. (i) Non-availability of steel, cement, water, electricity supply or other building material (ii) War, commotion or act of God or due to any litigation in court of law, then said stipulated period will be extended by mutual consent and in such case the Developers will continue to pay the monthly compensation at the mutually agreed rate towards the temporary alternative accommodation till the handing over of the possession of the new flats/shops/units to the concerned members in the new building to be constructed on the said property. On obtaining the necessary approvals/permission from MCGM and other concerned authorities and on obtaining the I.O.D. and C.C. and the Society's permission, the Developer will commence the construction work at site. It is further agreed that for the purpose of registration with The Real Estate Regulatory Authority, the Developer shall have a liberty to mention the

	Kastik			
P. K. Shan	P. F. Shan			

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necessary completion date as may be necessitated at relevant juncture (42 months from date of commencement certificate)

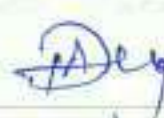
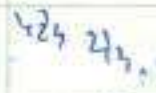
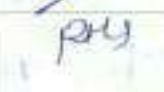
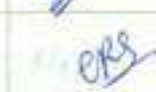
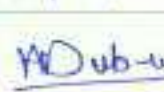
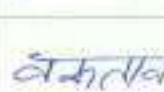
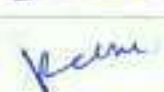
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- c. For sake of clarity a "Force Majeure Event" shall mean any of the following events affecting the said property or any construction namely, an act of God, act of civil or military authority, labour dispute, epidemic, pandemic, infestation of insects, pests, vermin or other creatures, infectious disease, health quarantine, act of Government, Governmental restriction, war, invasion, rebellion, revolution, insurrection, terrorism, riot, fire, earthquake, lightning, storm, typhoon or flood, or other similar event beyond the control of the affected Party including any judgment or order of any court/authority which directly affect the performance of this Development Agreement. The Party prevented by the Force Majeure Event to perform its obligations under this Development Agreement shall stand suspended without any liability towards the other party so long as such Force Majeure Event continues provided such Party has given a notice to the other party within **fifteen (15) days** from the date on which such Force Majeure Event begun to affect the performance of the obligations of such party.

It is further agreed that in the event the Project is not completed within the period mentioned hereinabove then the Society may agree to provide the necessary accord for availing permission of RERA for suitable extension and it shall be the sole responsibility of the Developers to approach RERA and seek such extension of further 12 months beyond 42 months.

- e. The Existing Members shall vacate the Society and their respective flat/shop/unit within **15 (fifteen) days** from the date of written intimation by the Developers to the Society of the receipt of "I.O.D." along with approved plan with applicable FSI or more any other FSI/fungible FSI as may be granted/ permitted/approved as per current DC Rules by the M.C.G.M.

	Kashik			
P. F. Shah	P. F. Shah			
				
				
2015-11-15	S. H. S	K. S. Doshi	M.	
				
2017-11			P. R. P	B. P. P.
Kashik				
				

23. ENROLMENT OF PURCHASERS OF THE DEVELOPERS AS MEMBERS OF THE SOCIETY:

- a. The Developers are hereby entitled to enter into agreement/allotment for sale of flats/premises, stilt parking and/or stack/cantilever parking which are to be constructed on the said property in pursuance of these presents to such persons and entitled to receive consideration price from such Purchasers. The Society shall admit such allottees as members of the Society only after the Agreement is executed, stamp
- बरात - duly is paid, document is registered and allottees/purchasers submit to Society all forms and indemnities as provided under the Maharashtra Cooperative Societies Act. The Developers undertake that each and every new purchaser will become the member of the Society. Upon the completion of the project the Developer will pay maintenances charges of the unsold premises which are in their possession post 12 months of O.C. in the same manner as paid by other members of the Society without any default. However, the Developer shall be liable to pay the Property Tax of the unsold premises as and when the assessment is done. The prospective Purchasers of the premises/flats from the new building shall be liable to pay to the society Rs.500/- being the cost of the 5 shares of Rs.100/- each and Rs.100/- being entrance fees (total Rs.600/-) and except the same such Purchasers shall not be liable to pay any other amounts to the Society.

- b. It is further agreed between the parties hereto that the Developers will be entitled to collect amount @ Rs.5,000/- per month per unit from residential units and @ Rs.7,500/- per month per unit from commercial shops as ad-hoc provisional maintenance, alongwith applicable GST, if any (maintenance/outgoings being in respect of the project and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or government water charges, insurance, common lights/electricity charges, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and

<i>Garman</i>	<i>Korhik</i>	<i>P. F. Shah</i>	<i>P. F. Shah</i>	<i>Teer</i>
<i>Pin K. Shah</i>	<i>P. F. Shah</i>	<i>SSS</i>	<i>SSS</i>	<i>P. F. Shah</i>
<i>ADeay</i>	<i>ADeay</i>	<i>ADeay</i>	<i>ADeay</i>	<i>ADeay</i>
<i>2nd S. Shah</i>	<i>S. H. S</i>	<i>K. S. Doshi</i>	<i>M...</i>	<i>ADeay</i>
<i>Yogish...</i>	<i>Yogish...</i>	<i>ADeay</i>	<i>ADeay</i>	<i>ADeay</i>
<i>ADeay</i>	<i>ADeay</i>	<i>ADeay</i>	<i>ADeay</i>	<i>ADeay</i>
<i>Korhik</i>	<i>Korhik</i>	<i>Korhik</i>	<i>Korhik</i>	<i>Korhik</i>
<i>ADeay</i>	<i>ADeay</i>	<i>ADeay</i>	<i>ADeay</i>	<i>ADeay</i>

maintenance of the project and building/s) in advance for **3 (Three) months** from the existing members/unit holders to be paid to the Developers on/or before delivery/handover of possession of new flat/shop/unit and shall not withhold the same for any reason whatsoever and the Developer shall also collect equivalent amount from the prospective purchaser(s) of the Developers' Sale Area and the same shall be accounted for. It is further agreed that the allottees of commercial shops shall pay the maintenance charges at the aforesaid rate from the date the Developer handing over of the possession of the new commercial shops upon availing Part Occupation Certificate (if permissible by BMC) and shall continue to pay till the period of 3 months from the receipt of Full Occupation certificate with respect to the new building.

- c. If the member/s fails to pay the monthly contribution within time the Developer will be entitled to claim interest. It is expressly clarified that the above stated amount does not include Property Tax.
- d. The Developer shall maintain a separate account in respect of sums received by the Developer from the members/prospective purchasers as advance/deposit, sums received on account of the Share Money, Application Entrance Fee of the Society or towards the outgoings and shall utilize the amounts only for the purposes for which they have been received. The amounts so paid by the members/prospective purchasers to the Developers shall not carry any interest and remain with the Developers until the management of the building is handed over to the Society in favour of its committee and thereafter the aforesaid advance/deposits (deductions provided for in this agreement) shall be paid over by the Developer to the Society alongwith supporting bills/documents and the decision of the Developer regarding determination of amounts of expenses incurred shall be final and binding and conclusive.

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24. DURING THE PERIOD OF CONSTRUCTION OF THE BUILDING/S ON THE SAID PROPERTY THE DEVELOPERS SHALL BE RESPONSIBLE/LIABLE FOR THE FOLLOWING:

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For strict compliance of all applicable laws, rules, guidelines, laid down by central government, state government, local bodies, and/or any other laws of land, including bye-laws, Rules and Regulations thereunder;



b. For payment of wages, salaries, fees, charges etc. and costs of building materials to every person/s including all contractors, suppliers, workmen, labourers, employees, supervisors, security personnel, payment to the consultants, specialists, engineers etc. engaged in the development, and construction of Building on the said property; employed by the Developers.

c. For payment of all dues to all persons, workmen etc. engaged in the construction work including payment of any compensation/ claims etc. of whatsoever nature.

d. For all kinds of acts, deeds, omissions and/ or commissions of and by any and every person engaged in development of and / or construction work on the said property.

e. For adequate insurance of all workmen/ staff/ labourers/ employees/ agent etc. engaged in the construction work and/or for the development of the said property and for claims of whatsoever nature including those under the provisions of workmen Compensation Act and/or any other law.

f. For all or any third-party claim/s in relation to the construction.

g. The Developer shall solely and entirely be responsible for any accidents, disaster, catastrophe, tragedy, calamity, misfortune, mishap,

<i>P. K. S. S.</i>	<i>Kashik</i>	<i>P. Shah</i>	<i>Deey</i>	<i>Deey</i>
<i>P. K. S. S.</i>	<i>P. F. Shah</i>	<i>SH</i>	<i>SH</i>	<i>P. Shah</i>
<i>Deey</i>	<i>Deey</i>	<i>S. S.</i>	<i>SH</i>	<i>Deey</i>
<i>Deey</i>	<i>S. H. S.</i>	<i>K. S. Doshi</i>	<i>m..</i>	<i>Deey</i>
<i>Yogish</i>	<i>Yogish</i>	<i>SH</i>	<i>SH</i>	<i>SH</i>
<i>SH</i>	<i>SH</i>	<i>SH</i>	<i>P. R. P.</i>	<i>B. K. P.</i>
<i>Kashik</i>	<i>PH</i>	<i>SH</i>	<i>ADubey</i>	<i>Deey</i>
<i>SH</i>	<i>SH</i>	<i>SH</i>	<i>SH</i>	<i>SH</i>

or any such happenings upon the site or any part thereof. The Developers shall keep Society indemnified against all such claims, losses and damages.

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25. DEFECT LIABILITY:

The Developer alone shall be responsible for attending to the defects for a period five years from the date of receipt of Occupation Certificate and completion of the said new building/s as per architects' certificate and shall attend to all the defects in construction as may be pointed out by the concerned member or the Society in respect of any claim made on the said Society by such Member. However, it shall not cover any defects/damage caused due to interior work carried out by the members and/or Prospective Purchasers. It is agreed by and between the parties that in the event the Member/s intend to carry out any addition/s, alteration/s and change/s in their respective Permanent Alternate Accommodation, they shall seek prior permission from the Developer/Society (as the case may be) and specify in such application for permission as to what addition/s, alteration/s and change/s such member/s intend to make in their respective Permanent Alternate Accommodation. Upon receipt of such written application with specifications as mentioned, the Society shall allow such addition/s, alteration/s and change/s to any member, which addition/s, alteration/s and change/s shall not be in breach of the Sanctioned Plans, then in such cases, the said Society shall immediately inform to the said Developer, in writing, such proposed addition/s, alteration/s and change/s proposed by the Member/s in their respective Permanent Alternate Accommodation, in order for the said Developer to assess the changes from the point of covering the Defect Liability with regard to the Permanent Alternate Accommodation, amenities and newly constructed Building/s. However, it is clarified that if any defect arises due to renovation and/or modification or any structural changes carried out by any occupant in his/her individual flat/shop/unit or any such defects caused by reason of the wilful

<u>Suman</u>	Kastik	P. F. Shah	P. F. Shah	Devy	Devy
Rin 1282	P. F. Shah	SSS	Shetty	Devy	Devy
Devy	Devy				
20's. 110	S. H. S	K. S. Doshi	M..	Rasmukh	Rasmukh
Yogik...	Yogik...	424 44, 47	TH	ABC	ABC
सिमन	SHS	Devy	P. R. P	B. R. P.	B. R. P.
Kastik	RHS	epg	Devy	Devy	Devy
Devy	Devy	777	Devy	Devy	Devy

11/11/23