

default and/or negligence of the member/s and/or any other member in the Real Estate Project or by wear and tear in regular course, the Developer shall not be responsible to rectify such defect.

26. UNDERTAKING BY THE SOCIETY TO SIGN APPLICATIONS,

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It is hereby specifically agreed by and between the parties hereto that the Society shall furnish No Objection Certificate and all other documents, papers, declarations, affidavits, etc. from time to time as and when required for re-development of the property and the Society also undertakes to sign all declarations, applications, forms, undertakings, affidavits from time to time at the entire costs and expenses of the Developers.	



EXECUTION OF POWER OF ATTORNEY BY OWNERS IN FAVOUR OF DEVELOPERS:

Simultaneously with the execution hereof, the Society shall execute an irrevocable power of attorney in favour of the Developer, inter alia, authorizing the said Developers to do all lawful acts deeds, matters and things pertaining to the development of the said property and for this purpose to appoint Architects, professionals and consultants, to approach the authorities including the Municipal Corporation and the authorities appointed under the act or any other law required to be done and performed by the Developers in that behalf, to submit the plans, make various deposits in connection with the approval of the plans, represent the Owners before the MCGM and other local and governmental bodies/departments for submitting and obtaining sanctioned plans for development and construction on the Property, to obtain IOD, CC, OC, etc., to obtain electricity/water supply, to approach assessment department, to sell the proposed saleable flats/units to the diverse purchasers on ownership basis and to do the acts and deeds and also to sign all letters, applications, affidavits and



<i>[Signature]</i>	Kastils	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	P. F. Shan	<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>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
21.5.20	S.H.S	K. J. Doshi	M..	<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>	P. R. P.	B. K. P.
Kastils	RHS	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

all such other writings containing true facts and correct particulars in respect of the said property and as may be required in this behalf for effectively carrying out the entire redevelopment. The stamp duty and other costs of such Power of Attorney shall be paid by the Developer.

28. PAYMENT OF PROPERTY TAXES / OTHER TAXES IN RESPECT OF THE SAID PROPERTY AS WELL INDIVIDUAL LIABILITIES OF MEMBERS/SOCIETY:

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All property tax and other taxes, levies, assessment dues etc. in respect of the said property up to the date of handing over the vacant possession of the entire building standing on the said property shall be borne and paid by the Society. If any demand for such taxes, levies, assessments, dues etc. in respect of the said buildings and the said property is received for a period prior thereto, the same shall be born and paid by the Society without recourse to the Developers and thereafter all such taxes, levies etc. and the demand made in respect thereof shall be borne and paid by the Developer alone till such time the new building is constructed on the said property and possession of new flats/shops/units are offered upon obtaining O.C. / Part O.C. from Municipal Corporation of Greater Mumbai to members & Members of Society shall pay and discharge its personal debts and liabilities including personal income tax, sales tax, gst, statutory service tax or other liabilities of any nature whatsoever till the 'Vacation Date' and even thereafter as and when demand raised by concerned authority pertaining to the said property or otherwise and shall see that the other party is not put to inconvenience on account of non-payment of such debts.

- a. The Existing Members who have agreed to execute this Development Agreement hereby declare in respect of his/her/their flat/shop/unit and shares in the Society that:

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P. F. Shan	P. F. Shan	P. F. Shan	P. F. Shan	ADeey	ADeey
ADeey	ADeey	ADeey	ADeey	ADeey	ADeey
21.8.11	S. H. S	K. S. Doshi	M. S. Doshi	ADeey	ADeey
Yogita	Yogita	Yogita	Yogita	ADeey	ADeey
ADeey	ADeey	ADeey	ADeey	ADeey	ADeey
Kantile	Kantile	Kantile	Kantile	Kantile	Kantile
ADeey	ADeey	ADeey	ADeey	ADeey	ADeey

i. the Existing Member is the absolute legal and beneficial owner of his/her respective flat/shop/unit and has a clear and marketable title to the same;

ii. the Existing Member's flat/shop/unit is free from encumbrances of any nature whatsoever and the same is not attached either before or after judgment or at the instance of any court or taxation authority or any other statutory authorities and the Existing Member has not given any undertaking to any taxation authorities so as to not to deal with or dispose of his/her right, title and interest in the said flat/shop/unit and that the Member has full and absolute power to deal with his/her share therein;

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iii. no other person has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, sub-lease, mortgage (equitable or otherwise), gift, trust, inheritance, tenancy, license, lien, or otherwise howsoever in the Existing Members' flat/shop/unit and each Existing Member is competent and entitled to sell and transfer or deal with the same in the manner provided in these presents. If any flat/shop/unit is/are given on Leave and License then the concerned Existing Member/s shall ensure that such flat/s shall be vacated by the licensee/s.

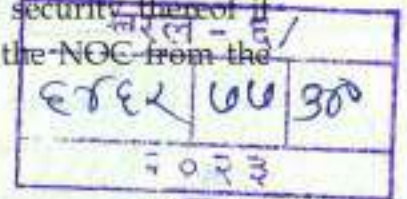
iv. on the Developers being put into possession, the Developers shall be entitled to demolish the existing building for the purpose of development in accordance with the bye-laws, rules and regulations of the M.C.G.M. without any hindrance, denial, by the Existing Member or any persons or person claiming through under or in trust for the Existing Member;



v. there are no proceedings pending in any Court as on date concerning, touching, and affecting each Existing Member's flat/shop/unit;

	Karika			
Pan lagne	P.F. Shan			
		855		
21.5.2023	S.H.S	K.S. Doshi	M...	
		224 2nd, 4th		AG
गोमती			P.R.P	B.K.P.
Karika	PHS			
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- vi. there is no attachment or prohibitory order issued by any statutory authority or court prohibiting the Existing Members from dealing with or selling or transferring the Existing Member's flat/shop/unit or from executing these presents;
- vii. the Existing Member has not obtained loans and/or advances from any person or persons, banks, financial institutions or any other third party by pledging and/or mortgaging the said shares and/or the Existing Member's flat/shop/unit and/or against collateral security thereof if he/she/they has taken the same then he shall get the NOC from the concerned authorities.



29. EXECUTION OF TRIPARTITE AGREEMENT:

Agreed that Tripartite Agreement between the Developer, Society and its individual member for their respective existing flat/shop/unit shall be executed in consonance with the terms of this Development Agreement before the existing members vacating their respective flat/shop/unit, for providing the existing members with independent and separate flat/shop/unit in lieu of their present flat/shop/unit by way of Permanent Alternate Accommodation on ownership basis in the proposed building free of costs, under the terms and conditions which will set out in such individual tripartite agreement (PAAA).

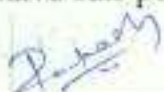
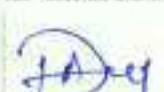
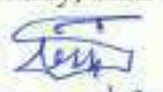
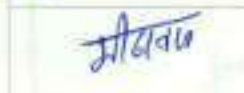
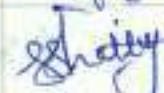
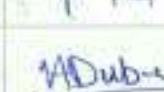
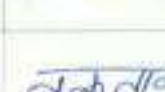
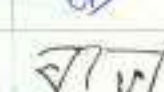
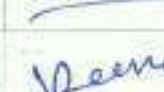


30. INDEMNITY:

The Parties hereby indemnifies and keeps indemnified each other and save harmless each other against any breach in compliance with the terms and conditions of this Agreement.

31. LIBERTY FOR MODIFICATION:

Agreed that notwithstanding anything stated or provided herein, the parties hereto shall have full power and discretion to modify, alter or

	Kasthis			
P. F. Shan	P. F. Shan			
		SSS		
				
2. n. S. 727	S. H. S	K. S. Doshi	M.	
Yogin	Yogin	424 424/201		
गोमिन			P. R. P.	B. K. P.
Kasthis	P. H. S	ERS		
				

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vary the terms and condition of this Agreement for Development in any manner whatsoever as the parties herein may deem fit, by mutual Agreement in writing. Any such changes/amendments/modifications shall be binding on the parties only in the event of the same being recorded and/or reduced to writings and the same being signed by

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 ३२० HEADINGS:



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

33. SPECIFIC PERFORMANCE:

The parties hereto further agreed that either Society on one hand or the Developer on the other hand, shall have a right of specific performance to execute the agreed terms of this Agreement against the defaulting party.

34. ENTIRE AGREEMENT - AMENDMENTS:

Save and except what is agreed herein this Agreements supersedes all documents and writings (if any) executed/ exchanged between the parties hereto 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 any of the parties hereto unless the same are recorded in writing and signed by the parties hereto.

	Kashik	P. Kashik		
R. Kashik	P. F. Shah			P. Kashik
		SIS		
21.8.2016	S.H.S	K. J. Doshi		
Yogin.	Yogin.	21.8.2016		
जोगी			AR P	B. K. P.
Kashik	PH	elb		
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38. 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 herein. In the event of any part of this Redevelopment Agreement being read down by any court and/or being rendered as not enforceable in law, in that event, such part of this Agreement shall be treated as if not forming part of this Redevelopment Agreement, while the remaining Redevelopment Agreement shall continue to be in force.

39. JURISDICTION:

The Courts of Mumbai will have jurisdiction to entertain, try and dispose of any dispute arising between the parties hereto.

40. ARBITRATION:

If any dispute, controversy, claim, disagreement, difference or question shall arise between the parties herein or person or persons claiming through them or any person claiming through one party against any other party during the continuation of this Agreement or after determination with regard to the rights and obligations of the parties, accounts, interpretation of any one or more clauses herein, ascertaining quantum of losses and damages then such dispute, difference or question shall first endeavor to settle the same amicably amongst themselves within 30 calendar days, failing which such dispute, difference or question shall be referred to a Sole Arbitrator to be appointed by the mutual consent of both the Parties. Such arbitration shall be in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof shall apply and the Award of the Arbitrators shall be final and binding and the Courts in Mumbai will have exclusive jurisdiction to entertain and try the dispute.

	Kastik	Pankaj	Devy	Pankaj
Pankaj	P.F. Shan	Sh	Shetty	Pankaj
मोहन	Sh	SJS	Shetty	Devy
Devy	Devy			
21.5.2024	S.H.S	E.J. Doshi	m...	Pankaj
Yogita	Yogita	22.5.2024	V.	Sh
गोमती	Sh	Devy	P.R.P	B.R.P.
Kastik	PM	Sh	MDubey	Devy
Sh	मोहन	Sh	Pankaj	Sh



SERENITY", a project developed by Bali Landmarks. Signages/branding of the Bali Landmarks (group/brand name) shall be allowed permanently after the handing over the building.

47. ENTIRE AGREEMENT:

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

48. 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 to the Developers as provided herein.

49. 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.

50. In case of demise of any Existing Member during the subsistence of this Development Agreement, the terms of this Development Agreement shall be binding on his/her heirs, executors, administrators and assigns and the heirs of such deceased member shall be deemed to abide by this Development 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 Society further undertakes

<i>[Signature]</i>	Kasthik	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Pinkar	P. F. Shan	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	SSS	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>			
21.5.2018	S. H. S	K. J. Doshi	<i>[Signature]</i>	<i>[Signature]</i>
Yogik	Yogik	22.5.2018	<i>[Signature]</i>	<i>[Signature]</i>
गोरम	<i>[Signature]</i>	<i>[Signature]</i>	P R P	B. K. P.
Kasthik	PHS	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	रतन	<i>[Signature]</i>	



[Signature]

52. All concerned members purchasing extra carpet area shall be liable to pay the proportionate stamp duty, registration charges, GST, taxes, duties, charges, etc. for purchase of such additional area (in proportion to or to the extent of such extra area being purchased) as per the prevailing Govt. rates. It is also agreed by and between the Developer and the Society that the members shall not cause any delay or withhold the process of redevelopment on account of buying any additional area.

53. The Developer agreed to construct the boundary wall with fencing as per the specification of the MCGM around the Society's property and also carry out paving inside the compound, at its own costs and expenses. The Developer shall at its own cost construct ancillary structures and provide facilities such as Rain Water Harvesting, Underground Tanks, Pumps and Overhead Tanks of capacity as per MCGM norms. The Developer must provide Society Office as per norms of MCGM as per availability of space and endeavour to provide Gym as may be permissible by MCGM and planning if possible.

54. The Society further undertakes as under :

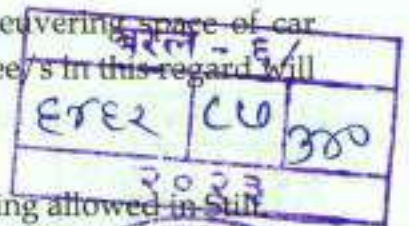
- The Society herein is aware that the building under reference is deficient in open space and M.C.G.M. will not be held liable for the same in future.
- The Society agrees for no objection for the neighborhood development with deficient open space in future.
- The Society shall not hold M.C.G.M. liable for failure of Mechanical Car Parking system and car lift in future.
- The Society shall not hold M.C.G.M. liable for the proposed inadequate/sub-standard sizes of rooms in future and no complaints of whatsoever nature to MCGM in this regard will be made in future.

<i>[Signature]</i>	Kashis	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
Rimash	P.F. Shan	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	SIS	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>
<i>[Signature]</i>	S.H.S	K.J. Doshi	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	427 Sh. 49.	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	P.R.P	B.K.P.
Kashis	RHS	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>



[Signature]

- e. The Society herein is aware of inadequate maneuvering space of car parking and no complaint to M.C.G.M. by Allottee's in this regard will be made in future.
- f. The Society shall not misuse the area of mid landing allowed in Stilt.
- g. That the toilet is existing above shop/habitable room and the Society shall not complain regarding leakages to MCGM in this regard in future.
- h. That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by residents/ occupants of the building in the jurisdiction of MCGM.
- i. The Society accepts that Fungible FSI has been utilized in the construction of his/her/their flat/unit.
- j. The Society shall preserve and maintain the documents/plans viz Ownership documents, Copies of IOD, C.C., subsequent amendments, O.C.C./B.C.C. and plans, Copies of Soil Investigation reports, RCC plans, Structural Stability Certificate, Supervision Certificate, Completion Certificate issued by the C.F.O. and any other documents and shall also preserve and maintain the subsequent periodical structural audit reports and repair history and to check and to carry out fire safety audit time to time as per the requirement of C.F.O. through the authorized agencies of MCGM. The Society shall carry out necessary repairs/structural audit/fire audits at regular intervals.



<i>Parmar</i>	<i>Karkis</i>	<i>P. Karkis</i>	<i>Day</i>	<i>Day</i>
<i>Rin K. S.</i>	<i>P. F. Shah</i>	<i>St</i>	<i>St</i>	<i>St</i>
<i>St</i>	<i>St</i>	<i>SIS</i>	<i>Shetty</i>	<i>Day</i>
<i>Day</i>	<i>Day</i>			
<i>27.5.2023</i>	<i>S. H. S</i>	<i>K. J. Doshi</i>	<i>M...</i>	<i>Parmar</i>
<i>Logik</i>	<i>Logik</i>	<i>24.4.22</i>	<i>St</i>	<i>St</i>
<i>20.11.21</i>	<i>St</i>	<i>St</i>	<i>P. R. P</i>	<i>B. K. P.</i>
<i>Karkis</i>	<i>St</i>	<i>St</i>	<i>ADubey</i>	<i>Day</i>
<i>St</i>	<i>St</i>	<i>St</i>	<i>St</i>	<i>St</i>

55. LIST OF ANNEXURES



Plan of the Plot/Property delineated by red colour boundary line.



Copy of Property Register Cards & City Survey Plan of the said property.

Copy of Building Completion Certificate No. CE/1870/BSII/AP dated 6/7/1976 issued by MCGM of Plot 163.

ANNEXURE - 'D' :

Copy of Society Registration Certificate.

ANNEXURE - 'E' :

List/Details of Existing Members/Unit Holders' Name, Flat/Shop/Unit No. and their respective existing Carpet Area and their respective Share Certificate details.

ANNEXURE - 'F' :

Compilation of the Resolutions passed by the Society for Appointment of Developer and various other resolutions passed from time to time.

ANNEXURE - 'G' :

Copies of Letters and Application made by Sutaria CHSL dated 08-11-2022, 29-11-2022 and 25-01-2023 to The Jawahar Nagar CHSL (Parent Society) for transfer of shares/rights in name of Sutaria CHSL in the records of The Jawahar Nagar CHSL.



	Kartik	R. Kashy	H. Dey	
P. F. Shah	P. F. Shah			
		S.S.		
		R. J. Doshi		