

to the Society so as to enable the society to record such lien and/or mortgage in the records of the Society.

23. OBLIGATIONS OF THE DEVELOPERS.

23.1 Agreed that it shall be sole responsibility and liability of the Developers inter-alia to fulfil the following obligations at their own costs, charges and expenses.

23.2 To demolish the existing building on the said property for the purpose of reconstruction of the new building and remove the debris of the old building at their own costs, charges and expenses.

23.3 The Developers shall obtain I.O.D (Intimation of Disapproval) and plans duly approved by the concerned Authorities

23.4 To purchase /acquire TDR/FSI by entering into appropriate Agreement on payment of requisite stamp duty thereon, and signs 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 with all available benefits of the said property more particularly described in the Schedule hereunder written



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23.5 To obtain requisite permission/ sanction from M.C.G.M. and all other Competent Authorities for utilization of permissible FSI

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1	S.M. Thakkar	mitest	106	
1A	THAKKAR	mitest	201	llor Jyl
1B	R.S.S.		202	THAKKAR THAKKAR
2	P.L. Joshi		203	Pooja W. Jani, N.A. Jani
2/3	P.L. Joshi		204	Cuba W. A. Jani
3	THAKKAR		301	Ramjan D. Jani
4	del. L. Jani	B.T. Jani	302	THAKKAR THAKKAR
101	V.V. THAKKAR		303	THAKKAR THAKKAR
102	Vidim Ashah	Er. R. S. S.	304	THAKKAR THAKKAR
103	THAKKAR		305	THAKKAR THAKKAR

with all available benefits and loading of the TDR on the said Plot of Land more particularly described in the Schedule hereunder written.

23.6 To submit the plans to the M.C.G.M and/ or all such other Statutory Authority/ Authorities and obtain necessary sanction/s, permission/s etc. for the re-development of the said Property and more particularly described in the Schedule hereunder written and for construction of new building.

23.7 To apply for and obtain layout plan of the said property and Building Plan for new building/s sanctioned in respect to the said property from M.C.G.M., Civil Aviation, Tree Authorities, Hydraulic Engineers, Chief Fire Officer, Chief Engineer, S. W. Drain etc. RTO, MTNL, MGL, Department of Archaeology of India, Collector of Suburban- Mumbai Environment Authority etc. including Adani Electricity and to comply with without any delay and default all the terms and conditions that may be imposed from time to time during the course of redevelopment of the said property.



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23.8 To apply for and obtain approval for re-development of the said

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| 1A Thakkar | Boys | 202 P. S. S. |
| 4B R. S. S. | | 203 Pooja N. Jani |
| 2 P. L. Joshi | | 204 Rishi W. K. Joshi |
| 2/13 P. L. Joshi | | 301 Ranjeem D. Misani |
| 3 P. L. Joshi | | 302 Abhish Bhatt |
| 4 Jethi | B. J. Khan | 303 P. S. S. |
| 101 V. V. Joshi | | 304 R. S. S. |
| 102 Vipin R. Shah | 1. N. R. Shah | |
| 103 P. S. S. | | |

full consumption
the grant of part
would be required
ant of Building

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the said Plot of Land to
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Mumbai and other
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through their Architects

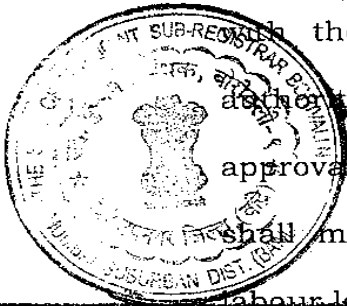
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and will pay the necessary charges and deposits payable to the Municipal Corporation of Greater Mumbai including the professional charges of the Architects and other professionals.

23.11 The Developers shall construct the proposed building on the said Plot of Land strictly in accordance with the plans / designs/specifications approved by M.C.G.M and all local and appropriate authorities.

23.12 The Developers shall provide a proper certificate from their R.C.C. consultant and architect, about the new structure designed by them and built up by the developers.

23.13 The Developers shall obtain all the statutory/ regulatory approvals/licenses/permissions/insurance etc. and comply with the terms and conditions, if any specified by the authority while granting such approvals while granting such approvals/licenses/permissions etc. Further the Developers shall maintain all statutory records under the prevailing labour laws.



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23.14 The Developers will keep the Society inform about progress of the construction work in writing to enable the Society to know about the progress of the project and answer enquiries

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 2 P. L. Wadhwa
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 3 *Inter*
 4 *Inter*
 101 M.V. *Inter*
 102 Vipin Ashok *Inter*
 103 *Inter*
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201 *Inter*
 202 *Inter*
 203 Pooja N. Juni. N.A. Juni
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 303 *Inter*
 304 R.S.S.

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made by the members during construction period.

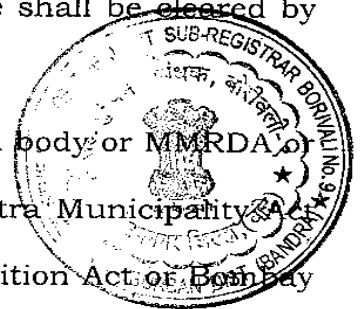
23.15 The employees of the contractor will not reside on the plot after 3 months from the date of issue of O.C.

23.16 The Society also agree that the Developers shall have all the powers, rights and authorities to do all acts, deeds, matters and things to carry out the aforesaid and the Society agree not to curtail any powers, rights and authorities of the Developers in that regard.

24. ADDITIONAL DECLARATIONS OF SOCIETY

The Society hereby further declares that :

- A. The buildings known as "NIKUNJ VIHAR" is not subject to any encumbrances and if any encumbrances are found to be existing and/or created by the said Society the same shall be cleared by the Society, at their own costs, and expenses;
- B. No notice from Government or any other local body or MMRDA or MCGM or authority or under the Maharashtra Municipality Act or the Epidemic Diseases Act or Land Acquisition Act of Bombay Land Regulation Act or Town Planning Act, the Defense of India Act or any other legislative enactment, Government Ordinance Order or Notification (including any notice for acquisition or requisition of the said buildings known as "NIKUNJ VIHAR" Rhas



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1A	THAKKAR	202	Prasad
1B	R.S.S.	203	Pooja. W. Jani. N.A. Jani
2	P. J. Joshi	204	Roha
2/1B	P. J. Joshi	301	Ranjana. D. Misani
3	Prasanna	302	Prabhakar
4	24. J. Shri	303	Prabhakar
101	V.V. Gadgil	304	R.S.S.
102	Vipin. R. Shinde		
103	Prabhakar		
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[Signature]

been received or served upon the Society or on any person interested in the said Property or any part thereof;

C. The Society has not created any easement or license over or in respect of the said Property; That title and ownership right of the Society in respect of the said Property is clear and marketable and free from all encumbrances, claims and doubts and there is no encumbrance of whatsoever nature or claim of any person of whatsoever nature in respect of the said Property of the Society. If there is any claim raised by any person/ persons, the Society shall deal with the same entirely and clear the same at its own costs and expenses.

D. The said building known as "NIKUNJ VIHAR" has not been attached in pursuance of any claim or decree or for recovery of Government Municipal dues or taxes;

E. The said building known as "NIKUNJ VIHAR" is not subject of any lis-pendens or attachment either before or after judgment;

F. The Society agree to do all acts, deeds, matters and things as may be required to be done by Society/all members without any reservation

and to complete the said development as contemplated in this Agreement. The Society or its any member shall not obstruct in any manner whatsoever the said development or any part thereof nor

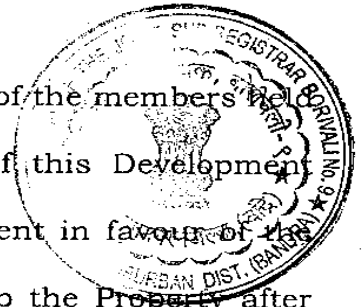
1 S.M. Thakkur *Mit*
 1A *Thur*
 1B R.S.S. *Huge*
 2 P.Loshi.
 2/13 P.Loshi.
 3 *Pravin*
 4 *Ju Lu* *B. J. Shan*
 101 M.V. *Gudga*
 102 Vipin R. *Shah* *21.11.21*
 103 *Shah*
 104

201 *Uday*
 202 *Pesha* *Basu*
 203 Pooja N. Juri. *N.A. Juri*
 204 *Raj* *W. Akar*
 301 Ranjan. D. *Mishra* *K. S. Mishra*
 302 *Ushat* *Ushat* *Ushat*
 303 *Raj*
 304 R.S.S. *P*

shall create any obstruction or hassle in any manner which would directly or indirectly prejudice/hamper or delay the said development. The Society and its members have not suppressed any documents or any facts from the Developers, which would affect in any manner the said development.

G. The Society has not created any charge, mortgage or encumbrances on the said building known as "NIKUNJ VIHAR" and has not alienated, leased, transferred or created any other third party rights of whatsoever nature in respect thereof or any part thereof and has not entered into any M.O.U and/or Development Agreement or appointment letter or Agreement or arrangement to do the same and agrees not to enter into any agreement or arrangement or M.O.U and/or Development Agreement to do the same during subsistence of this Agreement;

H. The Society in its Special General Body meeting of the members held on 14th November 2021 has approved draft of this Development Agreement and all Members have granted consent in favour of the Developers in order to enable them to redevelop the Property after execution of Redevelopment Agreement. The Society has in the said SGM dated 14th November 2021 empowered the Committee Members to sign and execute and admit execution of these presents or any



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1	S. M. Thakkar	Mitrag	104		
1A	THAKKAR	Buyer	105	106	107
1B	A. S. S.		108	109	110
2	P. L. S. S.		111	112	113
2/10	P. L. S. S.		114	115	116
3	P. L. S. S.		117	118	119
4	J. S. S.	B. J. S.	120	121	122
101	V. V. S.		123	124	125
102	Vipin Ashok	21/11/21	126	127	128
103	104	105	106	107	108

other documents, writings and power of attorney that may be required to effectively commence, carry on and complete the redevelopment project of the Society herein. Members have already submitted their consent to the Developers.

- I. It is agreed between the Society and the Developers herein that if at any time, during the course of the construction of the new building on the said Property till the Occupation Certificate in that behalf is obtained and all the purchasers of the premises from the Developers in the new building are admitted as the members of the Society herein, any benefit by way of additional F.S.I. and/or any other benefit by which additional construction on the said Plot of Land is available from M.C.G.M. and/or any other authority, Government Public Bodies as the case may be, shall be availed by or taken advantage of by the Developers only.

The Society, the office bearers, the Members herein and particularly the Members of the premises on the ground floor of the said Nikunj Vihar Building have represented to the Developers herein that there

are many discrepancies in assigning number of flats/premises (part of the same flat) on the ground floor of the building and the Share Certificates and in the documents in respect of the premises on the

1 S.M. Thakkar *mitesh*
 4A *Thakkar*
 4B R. S. S. *Kay*
 2 P. L. Chali
 2/3 P. L. Chali
 3 *Prasanna*
 4 *Del. 2006* *A. J. S. S.*
 101 V. V. *Gandhi*
 102 Vipin Ashish *Chand. R. S. S.*
 103 *Shabbir* *Shabbir*

100
 201 *Uday*
 202 *Reddy* *M. S. S.*
 203 Pooja N. Jani N.A. Jani
 204 *Resh* *W. R. K.*
 205 *Remyon. D. Misani* *K. S. S.*
 206 *Chatt* *Chatt* *Chatt*
 207 *Pooja*
 208 R. S. S.
 209

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[Signature]

ground floor and therefore the Society through the present office bearers have made a Declaration dated 21st Dec 2021 made before Notary Public inter alia referring all such discrepancies and the correct facts including the plan annexed therewith. The Developers shall be entitled to use the said Declaration for the purpose of giving any explanation in respect of premises on the ground floor on the existing building including, but not limited to, offices of MCGM, Stamp Authority etc. Notwithstanding to the aforesaid Declaration, in case in future if any authority or the Developers herein required any further clarification before any authority, the Society and the respective Members agreed to give such clarification and explanation including by making any further Declaration as may be required by the Developers.

25. STAMP DUTY AND REGISTRATION CHARGES:

The responsibility to pay stamp duty and/or registration charges, if any, for the Development Agreement and/or any other agreement or document that is to be executed in pursuance of this by the parties hereto in favour of the Developers and is of the Developers alone. It is expressly agreed and understood that the stamp duty and



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- 1 S. m. Thakkar *mita* 104
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- 1B R. S. S. *mita* 202 *llm* *AS*
- 2 P. L. Joshi 203 Pooja N. Jini. N. A. Jini
- 2A P. L. Joshi 204 *llm* *AS*
- 3 *llm* 205 *llm* *AS*
- 4 John & Co. *llm* 206 *llm* *AS*
- 10 V. V. *llm* 207 *llm* *AS*
- 102 Vipin Reshik *llm* 208 *llm* *AS*
- 103 *llm* *AS*

registration charges in respect of the agreement to be executed by the Developers in favour of the individual members for the additional free area to be provided to them, shall be borne by the Developers provided all such members have joined to the said Development Agreement and execute the Development Agreement and appear for registration and further subject to valid proofs of membership provided by the members. If any of the members do not join in the Development Agreement, the Developers shall not be liable to pay Stamp Duty on Permanent Alternate Accommodation of such member/ members and such member/members alone shall be liable to pay such Stamp Duty and Registration charges. Further provided that in the event of the members having to get registered the leave and license agreements for acquiring transit accommodation, the stamp duty on such agreements and the registration charges thereof shall be paid by the members. If any member purchases any additional area from the Developers over and above the area to be provided to such member free of cost, the proportionate stamp duty and registration charges leviable on such additional area purchased by a member shall be borne exclusively by such member. It is agreed and understood that in the event GST etc. is payable on the individual agreements to be executed by the Developers in favour of

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S. M. Thakkar *M. Thakkar**Thakkar*

R. S. S.

P. L. Joshi

P. L. Joshi

Joshi

J. S. She

A. J. She

N. V. *Chaudhary*

Vipin P. Shah

E. P. Shah R. S. S.

*Shah**Shah**Chaudhary**Shah**M. S. S.*

Pooja W. Jais

N. A. Jais

*Shah**W. A. Jais*

Ranjana D. Jais

K. D. Jais

*Shah**Shah**Mohini**Shah*

R. S. S.

*Shah**Shah*

the existing members of the Society is required to be paid, the liability of such GST etc. shall also be borne by the members.

26. MISCELLANEOUS:

A. The Developers shall inform the Society the progress made and keep the members informed about the progress of the project.

B. Society's office and common WC shall be constructed by the Developer with sufficient amenities as approved by M.C.G.M. provided the same are available free of FSI.

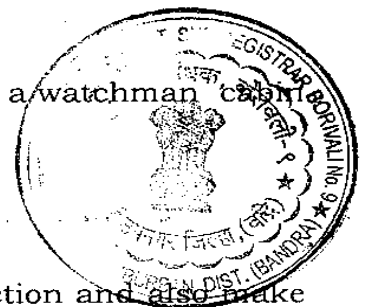
C. The Developers shall provide a detailed layout of the entire redevelopment proposal showing the position of new building and number of flats per floor building with area calculation along with the building proposed to be constructed for sale.

D. The main gate of the society should have a watchman provision, if available free of FSI.

E. The building shall be earthquake resistant.

F. The Developers shall provide Bore Well connection and also make arrangement of water harvesting system in building.

G. It is agreed that all costs, charges and expenses in relation to demolition of the said building shall be borne and paid by the



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1	S.M. Thakkar	mitest	106	
4A	THAKKAR	King	107	Murad
10B	R.S.S.		108	Hesha
10C	P. Wadhwa		109	Pooja N. Jambh
10D	P. Jadhav		110	Rishi
11	Pravin		111	Reem D. Mishra
12	24-28	B. J. Khan	112	Rohit Bhatt
13	V.V. Gadhvi		113	Rishi
14	Vipin Ashok	ETP 21. 21. 2115	114	R.S.S.
15	D. D. D. D.	Wadhwa		

Developers. The debris and all material of the said building will belong to the Developers;

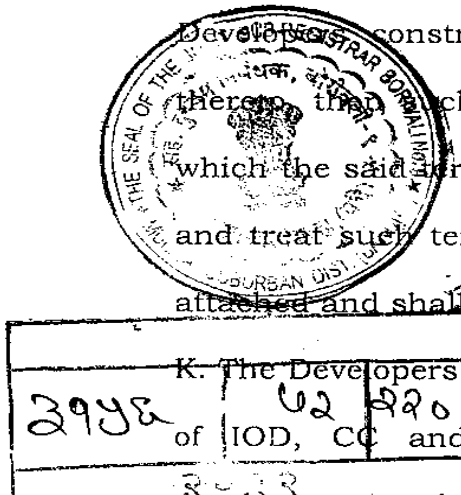
H. The Developers hereby agrees to provide a Temporary Letter Box during the period of Construction. The responsibility of retrieving the mails from the temporary letter box shall that of the Society alone.

I. All cost for disconnection and restoration of electricity supply, water supply, telephones, gas connections, cable etc. will be borne and paid by the Developers and all such facilities shall be restored in the new building by the Developers at their own cost and expenses; However, the Gas connections shall be obtained by the members personally and at their own expensive including deposit amount.

J. The common terrace above the proposed new building on top floors to be constructed shall exclusively belong to the Society. If the

Developers construct any flats with exclusive terraces attached thereto, then such terraces shall be part and parcel of the flat to which the said terraces are attached and the Society shall recognize and treat such terraces as exclusive to the flats to which they are attached and shall also transfer the same in future as such.;

K. The Developers will submit all approved drawings, certified copies of IOD, CC and OC to the society after completion of the development work when all documents have been settled;



1 S.M. Thakur *midest*

1A *THUR* *Ray*

1B R.S.S.

2 P. Lohi

2/10 P. Lohi

3 *Prasanna*

4 *26-28* *R.S.S.*

5 *N.V. Gaudh*

6 *Vipin Roshak* *EGG 221-14 2113*

7 *S. Roshak*

8

9 *Alkesh*

10 *Roshak* *Roshak*

11 Pooja W. Jani N.A. Jani

12 *Roshak* *Roshak*

13 *Roshak* *Roshak*

14 *Roshak* *Roshak*

15 *Roshak* *Roshak*

16 *Roshak* *Roshak*

17 *Roshak* *Roshak*

18 *Roshak* *Roshak*

19 *Roshak* *Roshak*

L. As soon as flats in new building are completed in all respect and occupation certificate is obtained or part occupation or physical possession is offered whichever is earlier all existing members of the Society shall shift to their new flats within 30 (thirty) days from the date of the notice given by the Developers in writing. The Developers shall intimate to each member in writing and address of each member shall be provided by society and such intimation shall act as a discharge of the obligation of the Developers to give possession to the existing members as provided hereunder;

M. This Development Agreement may not be varied except by an instrument in writing signed by the parties hereto;

N. All Annexure attached herewith shall be treated as the integral part of this Development Agreement.

27. NOTICES:

All notices and other communications in respect of this Development Agreement shall be given in English by registered mail, postage prepaid to the party entitled thereto at its address set forth below or such other address as it shall hereafter designate for this purpose.

DEVELOPERS: **M/S. SAMARPAN HOMES & DEVELOPERS**, a

Partnership Firm having its office at Shop no 1 & 2, Swayambhu

Residency, opp. Municipal Hospital, Kasturba Road No.2, Borivali

REGISTRATION NO. 8/		
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1	Son. Thakkar	midest	104	
20	Thakkar	Pragya	201	Uthappa
21	R. S. S.		202	Prasen
2	P. L. Joshi		203	Pooja. N. Jani
2/10	P. L. Joshi		204	Rashmi
3			301	Remyen. D. Mishra
4	Joshi	B. J. Sharma	302	Uthappa
101	V. V. Joshi		303	Bhattach
102	Vipin Ashok	E. P. R. R. 2112	304	R. S. S.
103	Shah			

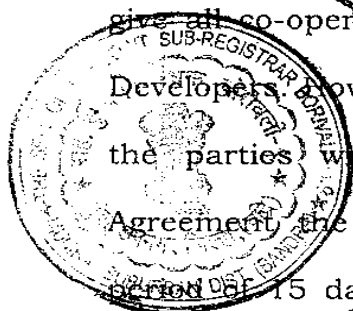
(East), Mumbai - 400 066

SOCIETY: **NIKUNJ VIHAR CO - OPERATIVE HOUSING SOCIETY LTD.** plot No.2, **C.T.S. No.211 & 211/1 to 211/8**
Kanheri Gaon, Kasturba Road No.2, Borivali (East), Mumbai - 400 066

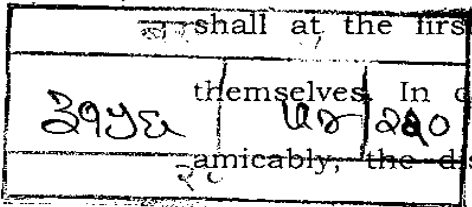
28. DISPUTE RESOLUTION:

The Society in anticipation of the benefit of the said land as herein provided gives licenses and permission to the Developers to enter upon the said property described in the Schedule hereunder written or any part thereof as aforesaid with full right and authority to commence, carry on and complete development thereof in accordance with the sanctioned building plan. The Society agrees to

give all co-operation in such development work carried out by the Developers. However, in case of any dispute that may arise between the parties with respect to the presents of this Development Agreement, the parties shall issue notice for explanation within a period of 15 days from the date of any such dispute. The parties



shall at the first try and resolve the dispute amicably between themselves. In case if it is not possible to resolve the dispute amicably, the dispute shall be referred to Arbitration of a sole arbitrator, to be appointed by the parties hereto. The arbitration

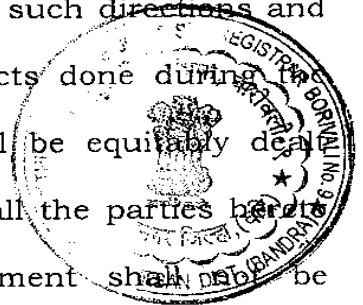


For

1 S.M. Thakkar *mit*
2 A. Thakkar *Thakkar*
3 A. S. S. *Thakkar*
4 P. L. Jorli
5 P. L. Jorli
6 P. L. Jorli
7 Jorli
8 Jorli
9 V. V. *Gandhi*
10 V. V. *Gandhi*
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13 V. V. *Gandhi*

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shall be governed by provisions of the Arbitration and Reconciliation Act, 1996 or its statutory modifications for the time being in force. The arbitration award shall be binding on the Parties and none of the Parties shall be entitled to commence or maintain any action in a court of law in relation to the Dispute, except for the enforcement of an arbitral award granted pursuant to this provision, or to the extent permitted under Applicable Law. During, before or after the arbitration proceedings, no party to any Dispute shall seek any injunctive relief against the implementation of the Project. All the parties hereto expressly agree that such arbitration shall be only and only for the purpose of working out mechanism that how to complete the construction of the entire new building and obtain the occupation Certificate and such arbitration shall be only for such limited purpose and the award will be also for such directions and order only. However, any action taken or acts done during the pendency of the Arbitration Proceedings shall be equitably dealt with, as per the arbitration award. However, all the parties hereto agree that the present Development Agreement shall not be cancelled and/or terminated by either party. All the parties further agree to specifically perform the provision of this Development Agreement. The arbitration shall be also not for terminating this



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1 s.m. Thakkar Mitagi1A THAKKAR Bhat

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2 P. L. Joshi

2/10 P. L. Joshi

3 Pranish4 Gov. Jha B. J. Shan10 V. V. Gudgal102 Vipin ASHU ASHU R. S. S.103 Prakash Bhat

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