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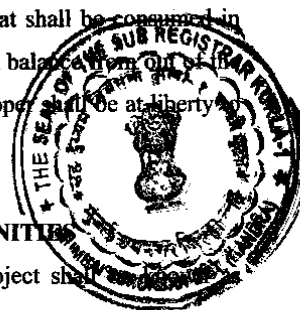
being liable in any manner whatsoever to any other heirs of the deceased Member. In case of any Dispute, the Redeveloper shall have the right to hand over the keys and the possession of such disputed flats to the Society and the Society, at its costs, shall deal with the same as per the courts order in such dispute without any recourse to the Redeveloper.

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XIII. DESCRIPTION OF NEW BUILDING

1. The Redeveloper shall construct a new building comprising of 14 floors in place of the said existing Building by utilisation of total buildable potential in accordance with the plans and specifications sanctioned by the Municipal Corporation of Brihanmumbai or any other Competent Authority/ies along with parking as per Municipal Regulations and requirements and other provisions of DCPR and hand over to society 24 fully constructed Members New Flats of 450 square feet RERA carpet area, which shall not be variable by more than 5 square feet either way, along with 14 car parking spaces and the remaining Flats and parking shall be the exclusive entitlement of the Redeveloper being the free sale component.

2. It is hereby agreed and understood that apart from the FSI that shall be consumed in constructing the Members New Flats, whatever FSI remains in balance out of the permissible buildable area permitted to be utilise, the Redeveloper shall be at liberty to use the same in the said New Building only.



IV. NAME OF THE PROJECT - SPECIFICATION AND AMENITIES

1. It is agreed by and between the parties hereto that the Project shall be "LAXMINA KRISHNA NIWAS".
2. The Redeveloper shall pay all the Municipal taxes, water bills, land under constructions (LUC taxes), N.A Tax and other outgoings payable along with interest/penalties thereon to the author the with respect to the said property from the date of handing over the quite, vacant and peaceful possession of the said property till the Occupation Certificate for the New building in obtained and possession of new Flats is offered to the Existing members after which the Society and the Existing Members shall be liable to pay all the Municipal Taxes, electricity and Water bills, insurances, N.A Tax and other outgoings payable to the MCGM and/or any other authorities with respect to the said property along with the new members/incoming members who have purchased flats/premises forming part of the Redeveloper's Flats. The Redeveloper shall at the time of handing over the Possession of the New Flat to the Existing members, handover to the Society, all the bills and receipts relating to the taxes and outgoings paid by the Redeveloper in respect of the said Property from the date of handing over the possession of a new flat as mentioned aforesaid, along with the copies of invoices, brochures, AMC's, purchase orders and terms in respect of all

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equipment installed in the premises including lifts, air- conditioning, gym equipment, bore well, filtration plants etc.

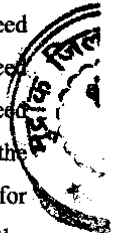
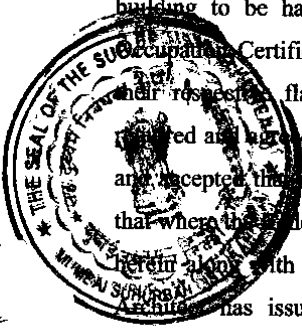
3. The Redevelopers Architect shall provide a certificate confirming completion of the project in all aspects which shall be furnished to the RERA authorities.

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The Redeveloper shall further hand over to the Society all the approved plans and approvals received from MCGM and other authorities within 2 months of handing over possession of the newly developed building and copy of the O.C to all the Flat Owners.

XV. TIME OF COMPLETION

- Once peaceful and vacant possession of the said Building and the said Land is handed over to the Redeveloper, the Redeveloper shall commence with the demolition of the existing Building, obtain Commencement Certificate and complete the construction of the new building in place thereof as agreed herein, within a period of 36 (thirty six) months along with grace period of 6 (six) months. However, where the Redeveloper has substantially completed the construction of the Project, especially the portion of the building to be handed-over to the Society and the Redeveloper has obtained Part Occupation Certificate for the Members portion and put the members in possession of their respective flats, the Redeveloper shall be entitled to such additional period as agreed and agreed to by mutual consent to fully complete the said Project. It is agreed and accepted that such extension shall not be unreasonably refused. It is further agreed that where the Redeveloper has completed the construction of the entire Project as agreed herein along with all the amenities within the time frame as provided herein and the Redeveloper has issued a Completion Certificate and submitted necessary papers for obtaining Occupation Certificate but some approvals are pending to be obtained for the purpose of issuance of Occupation Certificate for the said New Building, then in that event the Redeveloper shall be entitled to such reasonable extension as may be mutually agreed by the Parties herein after considering the reason for the delay in obtaining Occupation Certificate. It is further agreed that the Redeveloper shall continue to pay to the members that rent as Agreed in this Agreement till such Period that the Occupation Certificate is received and the possession with the occupation Certificate is handed over to the Existing members.
- Provided that, where the Redeveloper is prevented from and/or unable to complete the construction of the said Project within the time frame along with all extensions, due to any of the reasons such as:-
 - War, Civil commotion or act of God or;
 - Any notice, order, rule, notification of Government or other Public, Judicial or Competent Authority in respect of the Redevelopment, for a reason that is not



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attributable to any act or omission or deficiency or defect or negligence on the part of the Redeveloper or;

c. Pandemic or pandemic like situation

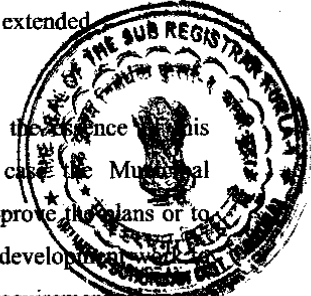
d. Any Litigation affecting the construction, for no fault of the Redeveloper

e. Any other reason beyond the control of the Redeveloper.

3. The Redeveloper shall be entitled to such reasonable extension, as may be mutually agreed between the Society and the Redeveloper, save and except that such extension shall not be for a period that is less than the period of delay caused due to the above factors.

Provided further that where the delay is caused due to any act, interference, hindrance and/or omission on the part of the society/ its member/s and due to any lack of co-operation on the part of the Society, the time for completion shall be extended

4. It is agreed that time periods mentioned herein above shall be the reference in this Agreement, subject to the exceptions as provided herein. In case the Municipal Corporation of Brihanmumbai or any Planning authority fails to approve the plans or to issue any approval or sanction or no objection necessary for the Redevelopment, the Redeveloper shall proceed despite the fact that the Redeveloper has complied with all requirements for issue of such sanction/approval/no objection, then the Redeveloper will be entitled to approach the Society for extension of time which shall not be denied and be granted depending upon the just and necessary cause provided by the Redeveloper for such delay being caused and is without any fault on the part of the Redeveloper.



XVI.

COVENANTS BY SOCIETY/ MEMBERS

1. The Society hereby declares, agrees, records, confirms, and undertakes that:

a. The Society is absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the said Property more particularly described in the Schedule hereunder written; and that the title of the Society to the said property is clear and marketable and free from all encumbrances, claims, demands and doubts and the Society with the consent and concurrence of all its members has got good right, full power and absolute authority to grant entire Redevelopment rights to the Redeveloper as herein mentioned to carry out the Redevelopment of the said Property.

b. The Society shall be responsible to clear any and all objections to the Redevelopment if received in future with respect to the title of the land.

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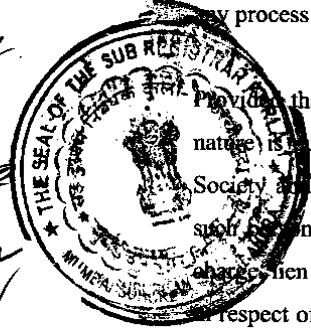
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d. That while passing the resolutions referred to above, the Society has complied with the bye-laws of the Society and has also observed and followed with all other applicable rules and regulations;

e. The Society has the absolute rights to enter into this Agreement and provide the rights contended herein to the Redeveloper.

f. There is/are no subsisting mortgage, charge, lien on the said Property and the Society or its Members or any of them have not created any encumbrance of any nature whatsoever or howsoever over the said Property or any part thereof and the said Property is not subject to any claim or demand, encumbrance, attachment or any process issued by any Court or authority;



Provided that if any subsisting mortgage, charge, lien and/or encumbrance of any nature is subsequently found on the said Property and/or any part thereof, the Society and all its members shall be solely and collectively responsible to all/any such person, body, organization and/or institution in whose favor such mortgage, charge, lien or any other encumbrance is found to exist and also to the Redeveloper in respect of any delay and/or damage caused. The Redeveloper shall in no way be responsible for the same or for clearing or satisfying the same.

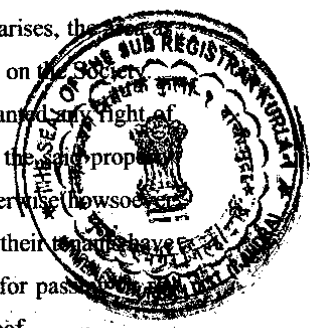
Provided that it shall be the sole responsibility of the society and all its members to take all necessary No-objection and /or other permissions for Redevelopment from any such person, body, organization and / or institution in whose favour such mortgage, charge, lien or any other encumbrance maybe found to exist.

2. There are no legal proceedings instituted by or against the Society in respect of the said Property or any part or portion thereof, nor are any legal proceedings pending in any Court of Law or before any Government/ Semi Government, Judicial and/or Quasi-Judicial authority and that there is no notice of lis-pendens filed with the Sub-Registrar of Assurances having jurisdiction over the said Property affecting the said Property or any part or portion thereof ;

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3. No notice from the Government, Municipal Corporation of Brihanmumbai or any other public body or authority or any notice under any law including the Land Acquisition Act, the Town Planning Act, the Municipal Corporation Act, the Urban Land Ceiling Act or any other statute has been received or served upon the Society in respect of the said Property or any part or portion thereof which restricts or may restrict the execution of this Agreement;
4. There is no injunction or any other order from any Court, Collector, Revenue Authority, or the Municipal Corporation of Brihanmumbai in respect of or pertaining to any taxation or other dues disentitling or restraining the Society from dealing with the said Property or any part or portion thereof or entering into this Agreement.
5. The said Property is not affected by any reservation under the development Plan for the City of Mumbai which would affect the Redevelopment of the said property;
6. The area of the said Property given in the Schedule herein is as per Revenue Records, in the event any dispute and or discrepancies in respect of the area arises, the shown in the Property Register, P. R. Card shall be final and binding on the Society and that no such right has become effective by prescription or otherwise howsoever and that none of the occupiers of any of the adjoining properties or their tenants have any right of public use of and/or over any part or portion of the said Property for passing over or through the said Property or any part or portion thereof.
8. All taxes, rates, assessments, transfer fees duties etc. payable by the Society in respect of the said Property have been paid till the date of execution of these presents. Since legal Possession of flat/s/ building is with the Society through its members, the Society has ensured that in respect of all transfer/sale of the flats which have occurred in the past, due permission is obtained from the Society and the appropriate Authorities and all the charges/dues/fees payable in respect of transfer/sale are paid.
9. The Redeveloper after verifying, checking and getting satisfied with the records maintained by the Society with various authorities has agreed to accept the Redevelopment rights in respect of the said Property along with right to allow the Redeveloper to sell the saleable component on such Redevelopment as herein contained.
10. The Society, its committee and all its members shall make all endeavors not to change the constitution of its committee so as to ensure clear and smooth Communication, co-ordination and execution of work. In the event of any change in constitution of the Committee, there shall not be any change to this Redevelopment Agreement on that ground and the New Chairman/Secretary/Treasurer and/or Co-ordinating committee members shall not deviate from any earlier commitment and

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understanding as was agreed to by the erstwhile committee and/or its members and as

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The society and/or its members shall not create any hurdles in the process of Redevelopment by writing letters to any authority/causing hardship to the Redeveloper. If any expense, fees, penalty and/or any other expense is incurred by the Redeveloper as a consequence of any hurdles caused by society or its members, then the Redeveloper shall be entitled to re-imbursement of such costs, penalty, charges etc. by the society, PROVIDED however the Society and its members shall always be entitled to lodge complaints with the Redeveloper for any defects, breaches or deviation committed by the Redeveloper from this Redevelopment Agreement and if the Redeveloper ignores any genuine Complaint, then to the appropriate authority. In the event that the complaint is formed to be frivolous or baseless then the Redeveloper shall be entitled to all costs, charges, expenses incurred by it, without prejudice to the extension of time for completion of construction.

12. The Society hereby in respect of the Flats and shares held by each member and under express authority and upon receiving authentication of the below representations from each member states and represents that;

That each individual Member/s is/are the absolute legal and beneficial owner of the Member's flat and has a clear and marketable title to the same;

The Member's flat 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 authority or any other statutory authority and the Member/s has/have not given any undertaking to any taxation authority or any other statutory authority so as not to deal with or dispose of his/her/their right, title and interest in the said flat and that the Member has full and absolute power to deal with his / her share therein;

(c) No other person or persons has/have any claim, share, right, title or interest of whatsoever nature, including by way of sale, exchange, lease, sub-lease, mortgage, gift, trust, will, inheritance, tenancy, license, lien, or otherwise howsoever in the Members' flat and that the Member is competent and entitled to sell and transfer the same in the manner provided in these presents;

(d) There is no subsisting mortgage, charge, lien on any existing flat, nor any member has created any encumbrance of any nature whatsoever and howsoever over their respective flat/s;

Provided that if any subsisting mortgage, charge, lien and/or encumbrance of any nature is subsequently found on all/any flat/s in the society and/or any part thereof,

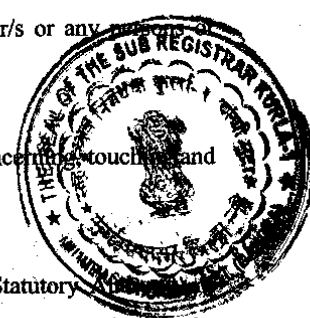
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the concerned member shall be solely responsible to all/any such person, body, organization and/or institution in whose favor such mortgage, charge, lien or any other encumbrance exists and such member and/or society shall also be accountable for the same to the Redeveloper for any delay and/or damage caused.

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Further it shall be the sole responsibility of such member to take all necessary No objection and/or other permissions for Redevelopment from any such person, body, organisation and/or institution in whose favour such mortgage, charge, lien or any other encumbrance may be found to exist

- (e) On the Redeveloper being put into possession of the said Building the Redeveloper shall be entitled to demolish the building for the purposes of carrying on Redevelopment strictly in accordance with IOD and C.C. issued by the Competent Authority without any let, hindrance, denial, by the Member/s or any person claiming through under or in trust for the Member/s;
- (f) There are no proceedings pending in any Court as on date, concerning touching and affecting the Member's flat;
- (g) There is no attachment or prohibitor order issued by any Statutory Court prohibiting the Member from dealing with or selling or transferring the Member's flat or from executing these presents without getting prior approval and/or sanction for executing these presents;
- (h) The Member/s is/are not restrained either under Income-Tax Act or any other statute from selling or transferring or dealing with the Member's flat;
- (i) No petition or proceedings for insolvency of any Member/s has/have been filed or initiated before any Court of Law or other Competent Authority by or against the Member/s by his/her creditors or any other person or persons;
- (j) The Member/s specifically agree/s and accept/s that in the event any member refuses to vacate his/her/their existing flat and causes obstruction in the Redevelopment process whether by way of legal proceedings or otherwise, despite the Redeveloper fulfilling all the obligations agreed to under this Redevelopment Agreement, the obstructing member shall be solely responsible for all costs charges and expenses including any loss or damage caused to the Society, the other members and the Redeveloper on account of the delay and compensate the Society, the other Members and the Redeveloper for the additional taxes, Municipal



assessment charges and the rent compensation that will be incurred by the Society,
the other Members and the Redeveloper due to the failure by the said Member/s to
vacate and hand over possession of his/her/their flat.

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In view of the Redeveloper incurring several financial obligations / costs as
expressly provided herein, the Redevelopment rights are hereby granted by the
Member through the Society to the Redeveloper herein.

XVII. COVENANTS & REPRESENTATIONS BY THE REDEVELOPER

1. The Redeveloper having agreed to undertake the full and exclusive Redevelopment
in respect of the said Property at its own costs and expenses, hereby assures, agrees
and undertakes to do or carry out the following in connection with and/or relating to
the Redevelopment of the said Property: -

- The Redeveloper has the necessary expertise, infrastructure and financial
ability to undertake the Redevelopment of the said Property.
- The Redeveloper has satisfied itself of the title of the Society on the said
Property.

The Redeveloper has not done or in future shall not do any act of commission
or omission or allow any person or party to do any act of commission or
omission whereby the Redevelopment of the said Property and the rights
of the Society under this Agreement may be prejudicially affected in any manner
whatsoever. The entire Redevelopment of the said Property shall be carried
out by the Redeveloper in the name of Society at the entire risk and cost of the
Redeveloper. Save as otherwise provided, the Redeveloper shall demolish the
existing building and complete the construction of the New Building on the
Society's plot within a period of 36 months inclusive of grace period of 6
months, from the date of obtaining vacant possession of the entire building.

- However, where the Redeveloper has substantially completed the construction
of the New Building, especially the portion of the New Building to be handed-
over to the Society, obtained part Occupation Certificate and put the members
in possession of their respective flats, then the Redeveloper shall be entitled to
an additional period of 6 (six) months to complete the pending work of the
said New building.
- All cost, charges and expenses in relation to the demolition of the said
Building on the said Property, removing of all debris, waste and other material
(including doors, windows etc.) of the said demolished building shall be
incurred by the Redeveloper. It is agreed that all the Debris, waste and other
materials shall be the exclusive property of the Redeveloper and the

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Redeveloper alone shall be entitled to dispose-off the same in any manner whatsoever, without being accountable to the Society or its members.

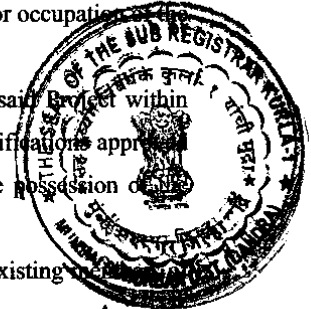
- f. All costs, charge, fees, deposits, premiums and expenses for sanctioning of plans, revised plans for New Building, obtaining Commencement Certificate or any other permission as may be required under any law shall be borne by the Redeveloper alone.

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- g. The tenure of the said land is B1 and the Redeveloper shall alone be liable to pay all the expenses related to the premium or charges or levy any penalties imposed by the Collector for the proposed re-Redevelopment of the said Project.

- h. All costs, charges and expenses towards the construction of the New Building as per sanctioned plans and permissions, providing all the agreed amenities including all costs, charges and expenses towards obtaining Occupation Certificate and all other permissions as may be necessary for occupation of the new building shall be borne by the Redeveloper alone.

- i. The Redeveloper shall complete the Construction of the said Project within the time frame as agreed herein, as per the plans and specifications approved and sanctioned by the Competent Authority and offer the possession of the member's new Flats to the respective members.

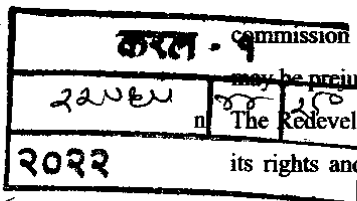


- j. The Redeveloper shall provide the same amenities to the existing members of the Society as per the list of amenities annexed under Annexure A in this Agreement. However, in certain cases the internal amenities of the flat may change as per individual buyer's specifications in the Free Sale Component. Furthermore, the common amenities provided shall be same to all the members including the Existing and the new members in the Free Sale Component.

- k. The Redeveloper shall furnish copies of all documents to the Society entered into by Redeveloper with the Municipal Corporation of Brihanmumbai and/or any authority at the time of handing over the new building to the Society.

- l. The Redeveloper shall, after obtaining Occupation Certificate, furnish a list of all New Flat purchasers to whom it has sold flats from the Redeveloper's entitlement to the Society, to enable the Society to admit the said flat purchasers as members of the Society.

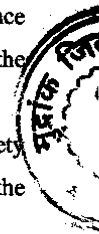
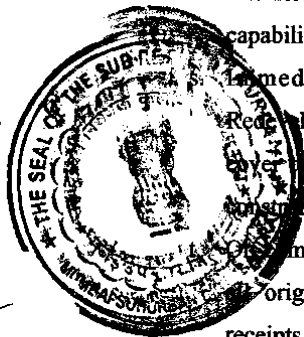
- m. The Redeveloper represents, declares, assures, warrants that the Redeveloper has the absolute right, and authority to enter into, deliver and perform the obligations contained in the Redevelopment Agreement and has taken and will take in future all necessary acts to enable it to execute, deliver and perform this Redevelopment Agreement and has not done or in future shall not do any act of commission or omission or allow any person or party to do any act of



commission or omission whereby the Redevelopment of the said Property may be prejudicially affected.

The Redeveloper shall not assign and/or transfer, in any manner whatsoever, its rights and obligations under this Redevelopment Agreement without the prior written consent of the Society.

- o. The Redeveloper alone shall be liable to perform all the obligations undertaken by them in pursuance of this Redevelopment Agreement.
- p. The execution and delivery of this Redevelopment Agreement by the Redeveloper and its promises, agreements or undertakings do not or shall not violate any law, rule, regulation or order applicable to it or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which it is a party or which is applicable to it.
- q. There are no Insolvency and Bankruptcy proceedings, filed or pending against the Redeveloper or any of its Director as of date. Furthermore, there are no disputes or Litigations against the Company and or its Director which can adversely affect the Redevelopment of the Said Project.
- r. The Redeveloper has the financial capacity and technical and infrastructural capability to perform its obligations under this Redevelopment Agreement.
- s. Immediately, prior to Commencement of construction activity the Redeveloper shall ensure and take "Contractors All Risk Policy" insurance cover to insure the construction undertaken on the said Property during the construction period.
- t. On completion of the project the Redeveloper shall hand over to the Society original documents connected with the Redevelopment including the receipts for all payments and deposits made by the Redeveloper.
- u. That the Redeveloper shall not amalgamate and/or merge with any other entity or cause the dilution of the shareholding of the Redeveloper Company during the subsistence of the Redevelopment Agreement and until new buildings are constructed and possession is offered to members after obtaining OC.



XVIII. COVENANTS OF THE PARTIES

1. It is agreed between the Parties that the title of the said Land is being retained by the Society and will continue to vest with the Society subject to the rights of the Redeveloper set out herein.
2. All commitments and amenities promised to the members including rent compensation, hardship Compensation and other financial commitments made by the Redeveloper and/or the time for completion of the project shall not be affected or changed under any circumstances save as otherwise provided by this Agreement.

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4 3. It is further agreed between the Parties that the Redeveloper shall handover to the Society a total of 14 Car Parking spaces with the 24 New Flats. The Society and the Members agree and accept the same.

4 4. It is agreed, understood and accepted by and between the parties that all open areas shall belong to the Society and the Redeveloper shall not sell/transfer/alienate any area falling within the broad definition of open area, the Redeveloper shall however have right to allot parking spaces which are not allotted to the Society and its members.

5 JG XIX. RESPONSIBILITIES OF THE PARTIES TO COMPLY WITH THE PROVISIONS OF REAL ESTATE (REGULATION AND REDEVELOPMENT) Act, 2016 OTHER STATUTORY LAWS

7 1. The Parties agree and confirm that the said project contemplated herein shall be registered with the Maharashtra Real Estate Regulatory Authority.

8 2. The Redeveloper shall after the receipt of Approvals register the project with RERA at their entire cost and expenses along with their respective liabilities and responsibilities of the Redeveloper and handover a copy of the registration certificate to the Society.

9 3. The Society hereby undertakes to sign and execute all and any documents, deeds and writing by whatever name called for the registration of the said project.

10 4. The Redeveloper shall be responsible towards its Purchasers of Flat and the Society shall not be responsible for the same including any dispute arising about quality and defect in construction or materials used the same shall be dealt with/settled by the Redeveloper at its own cost and expense. Further, in the event of any disputes arising or any claims made as a result of any delay caused on account of any defect in title of the Society, it shall be the responsibility of the Society and/or the Existing Members to settle the same. It is hereby clarified that the Redeveloper shall not have any obligation to deal with or settle the same.

12 5. The Redeveloper hereby agrees and undertakes to comply with the following at its own cost and expenses:

i. To undertake RERA registration of the said Project with RERA. The Redeveloper shall submit true and correct information to the Authorities at the time of filing with RERA.

ii. The Redeveloper shall do the quarterly filing and other filings in respect of the said Project that are and that shall be prescribed from time to time.

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iii. Obtain insurance as prescribed under the provisions of the said

iv. Complete the said Project in a timely manner in accordance with the timelines as agreed under this Agreement or as prescribed under the said RERA whichever as earlier.

v. To comply with the circulars and notifications issued from time to time.

vi. The date for completion of the project that will be mentioned by the Redeveloper at the time of registering the Project with the MAHARERA may differ from the project timelines mentioned herein. In the event any deviation is being proposed to the timeline stated herein at the time registration of the Project with MAHARERA, the Redeveloper shall intimate the Society in respect thereto. Further, in the event of delay beyond the timelines stated herein, the Redeveloper shall be liable to consequences as more particularly provided in this Agreement. However, any delay caused due to the defect in title, the Society shall be entitled to deal with and settle the same and the Redeveloper shall not be responsible for the same.



It is further agreed that the Redeveloper shall obtain OC and handover possession within the stipulated period of 36 months inclusive of 6 months grace period.

viii. The Redeveloper acknowledges and declares that it shall be the sole responsibility of the Redeveloper to comply with the provisions of MOFA / RERA or the Rules, Regulations and Circulars passed thereunder

ix. The Redeveloper agrees that the Redeveloper shall be liable at his own costs to carry out any repairs, rectify structural defects, leakage and other defects for a period of 5 years as provided under RERA Act, after the handing over of redeveloped buildings post the receipt of OC. Provided that, there shall be no modifications made by the members to the approved structural layout.

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x. The Redeveloper will hand over possession of new flats after receipt of Occupation Certificate (OC) for the Project.

xi. The Redeveloper shall be responsible for obtaining the first property tax assessment after obtaining the OC and handing over the possession. The assessment shall be completed within a period of 3 months from handing over possession of flats to existing members and new purchasers.

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XX. BANK ACCOUNTS

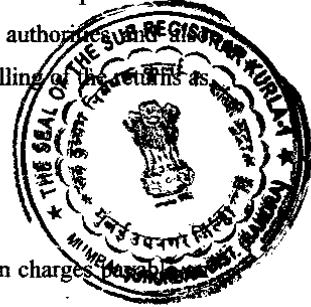
7 Upon registering the said project with RERA in the manner provided hereinabove, the Redeveloper shall open a separate bank account(s) in accordance with the provisions of the RERA Act.

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XXI. STATUTORY LAWS

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The Redeveloper shall be solely liable and responsible for the registration under the provisions of ESIC, PF and PPF, GST as required under the provisions of statutory authorities as undertakes to pay timely as such amount to the concerned authorities and filling as required under the provisions of the respective laws.



XXII. CHARGES TO BE PAID BY REDEVELOPER

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- The Redeveloper shall pay the necessary stamp duty and registration charges on the Redevelopment Agreement, Power of Attorney and PAA.
- The Redeveloper shall be responsible to pay all the charges and taxes due and payable with respect to the Redevelopment and land pursuant to the receipt of vacant possession of the said Building and land for Redevelopment until the peaceful handover of the new Building with OC to the Society.
- The Goods and Service Tax payable in respect of any agreement between the Redeveloper and the Society will be paid by the Redeveloper. However, the Redeveloper shall not be responsible for the GST incurred in respect of Agreements with individual Members.
- The Redeveloper shall in respect of the Stamp Duties and other dues, duties and taxes, undertaken to be paid by it indemnify and keep indemnified the Society from and against any claim made by any authority against the Society in respect thereof.
- The Redeveloper shall pay the scrutiny charges as also other deposits required to be paid to the Municipal Corporation of Brihanmumbai for the sanction of plans and revised

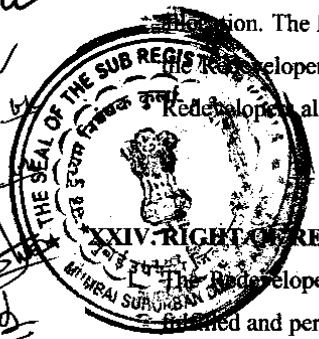
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- plans and for obtaining the Commencement Certificate, revised Commencement Certificate and any and all other deposits, in connection with the Redevelopment.
6. Refund of the said deposits made by the Redeveloper shall belong to the Redeveloper alone, even though the same is received after the new Building is handed over to the Society. The Society shall sign and issue such Applications, NOC's and advance receipts as may be required needed for the refund of such deposit/s to the Redeveloper.

XXIII. CHARGES TO BE PAID BY SOCIETY/MEMBERS

The Society/member shall be liable to pay proportionate rates, taxes and outgoings in respect of the entire Property till vacating the said property and handing over the vacant and peaceful possession of the said property to the Redeveloper. The Society shall furnish receipts, of such Payment of such payment to the Redeveloper. Pursuant to vacating the said property and handing over the vacant and peaceful possession to the Redeveloper, property taxes, other taxes, rate, cess including taxes levied as land under construction in respect of the said Property shall be paid by the Redeveloper, till the date of handing over possession to the members/society after obtaining Occupation Certificate (OC). In the event of Failure of the members/society to take possession of the new premises within 30 days from the date of the notice to take possession of New Flats, the member/Society shall be liable to pay Property taxes, other taxes, rates and cess in respect of the society's allocation. The Redeveloper shall be deemed to be a member of the Society in respect of his Redeveloper's allocation until particulars of the purchaser of the flats falling in the Redeveloper's allocation is informed to the Society by the Redeveloper.

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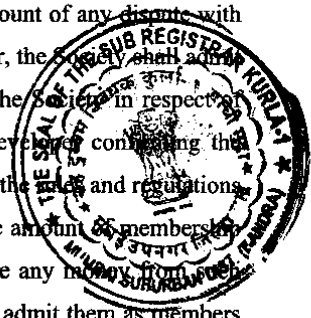
XXIV. RIGHT OF REDEVELOPER TO SELL

- The Redeveloper shall, subject to the obligations and responsibilities undertaken to be fulfilled and performed, have an irrevocable right to sell flats falling under Redeveloper's Allocation (i.e. all the flats remaining after allotting flat to each member as agreed herein), recover the sale price thereof and appropriate the same to itself, without having to account for the same to the Society or to the Members or any of them.
2. The Redeveloper shall be entitled to enter into Agreement for sale of premises falling into its share/allocation with proposed buyers on what is known as "ownership basis" on such terms and conditions and at such price as the Redeveloper may think fit and proper. It is agreed, declared and understood that the Agreement of Sale between the buyer and the Redeveloper shall not be binding upon the Society and will not create any obligation on the Society, until and unless the Redeveloper obtains full occupation for the building in which the flats agreed to be sold are situated.

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3. It is specifically agreed upon by and between the Parties hereto that the existing members shall be at liberty to purchase new additional flats or additional areas at a concessional rate which shall be 10% less than the then prevailing market price, provided the entire purchase price is paid up front. It is further agreed that, in the event that the amounts for the additional area are not being paid upfront, the same shall be valued at the then prevailing market price. It is clearly understood that the members who desire to have bigger flat shall intimate the Redeveloper of his or her or their intention to purchase additional area or a new flat before the Plans are submitted to the Society for approval.
4. The Agreement which the Redeveloper may enter into with any person in connection with Redevelopment scheme or for sale of flats, etc. shall be entered into only in the name of the Redeveloper on principal-to-principal basis and not as agent of the Society, nor shall the society have any role and/or concern with the same.
5. The Redeveloper alone shall be responsible to the purchasers of flats in the Free Sale Area or for any breaches of the terms of the agreements entered into with the prospective purchaser/s and the Society and the Existing Members shall not be responsible for the same in any manner whatsoever. The Redeveloper shall ensure that neither the Society nor any of its Existing Members are held liable in any manner whatsoever for breach or non-observance by the Redeveloper of any rules, regulations or statutes governing the construction activity including all laws relating to the employment of labour and their welfare, direct tax laws and indirect tax laws. The Redeveloper shall keep the Society indemnified of any claims, proceedings that may be filed on account of any dispute with the Redeveloper with regard to the sale of the new flats. However, the Society shall admit such purchasers of flats in the Free Sale Area as members of the Society in respect of their respective flats in the New Building, subject to the Redeveloper confirming the admission of such purchaser and such purchaser complying with the rules and regulations of the Society. However, it is clarified that except the applicable amount of membership fees for the membership of society, the Society shall not charge any money from the purchasers of flats in the Free Sale Area in the New Building to admit them as members of the Society.
6. After the Redeveloper has handed over possession to the purchasers of flats in the Free Sale Area, the Society shall within a period of 60 days from the date of them receiving an intimation thereof, admit such purchasers as members of the Society, without demur or delay.
7. It is further agreed that the new members shall be entitled to the benefits accruing out of the capital in the account of the Society, held in the name of the Society in respect of their respective flats. It is agreed that the Existing Members of the Society respectively shall be entitled to have hold, use, occupy, possess and enjoy their respective flats forming part of Existing Members New Flats, to be allotted to them, on ownership basis as the owner/s thereof and in his / her / their capacity as a member/s of the Society. The

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8. The Purchasers of flats in the Free Sale Area shall against the security of their respective flats be entitled to take loan from any bank / financial institution. The repayment of the loans, interest and other charges on such loans shall be the sole responsibility of such purchaser / new member who avails such loans. Such loans shall be taken by them on principal to principal basis and the Society and/or the Existing Members shall not in any manner be liable or responsible for the same. However, on non-payment of the loans availed by the purchaser / new member, the recourse available to the bank / financial institution would be only against such flat and such purchaser / new member and not to the said Property or any part thereof.

9. It is agreed between the Parties, that pursuant to grant of OC by the MCGM, and complete hand over of the new building/s with all documents by the Redeveloper to the Society, the monthly maintenance charges and all other outgoings with respect to the New Building/s and the said Land shall be paid by the Society and/ or the Existing Members and the purchasers of flats in the New Building/s.

1. Within 30 days from the date of the meeting of the Society, the Recorder shall cause to be published in the Recorder's Office, the names of the persons to whom the Society has granted the right to call a public meeting of the Society. The Recorder shall also cause to be published in the Recorder's Office, the names of the persons to whom the Society has granted the right to call a public meeting of the Society. The Recorder shall also cause to be published in the Recorder's Office, the names of the persons to whom the Society has granted the right to call a public meeting of the Society.

2. ~~In the event of~~ ^{in the event of} each newly constructed flat sold and/or transferred by the Redeveloper, the Society agrees and undertakes to admit either the Redeveloper or such new purchasers of flats, as the members of the Society without any Objection and within 60 days of the Redeveloper having offered the possession of their respective premises to all existing member of the Society and having handed over to the Society a list of purchasers of premises in the new building along with all payments agreed to be made by the Redeveloper and all application papers for membership, the society shall admit such purchasers of flats as their member without any additional charges. However, Redeveloper shall be liable to pay all Charges, Taxes, Maintenance to the Society. The Society agrees and undertakes not to charge any, transfer fee and/or any other charges in respect of the flats standing in the Society records in the name of the Redeveloper for a from the date of

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pay all Charges, Taxes, Maintenance to the Society from the date of hand over of	

handover of possession of the new building to the society. However upon sale/transfer of the said flat at a subsequent date by Redeveloper, the incoming member shall be liable to pay all Charges, Taxes, Maintenance to the Society from the date of hand over of possession like all other members of the society but without any interest thereon.

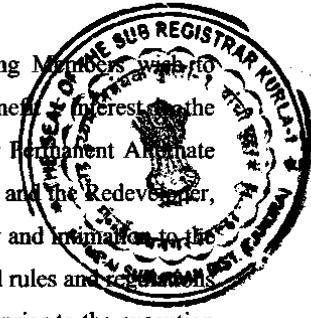
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3. It is agreed that the Redeveloper shall incorporate a clause in the Agreement for sale with the new flat purchaser, making it mandatory for the new flat purchaser to become a member of the Society by paying all the fees, deposits and charges of the Society, including an undertaking to observe and obey all the rules, regulations, resolutions and bye-laws of the Society.
4. The Society unconditionally agrees and undertakes to admit the new flat Purchasers who agree and undertake to pay all Society charges and to comply with the conditions of the society as a member of the society on receipt of letter from the Redeveloper along with the following:
 - i. An amount of Rs.100/- towards admission
 - ii. An amount of Rs.500/- towards Share money and
 - iii. True copy of Registered Agreement between Redeveloper and the new flat Purchasers.

XXVI. SALE OF EXISTING FLATS BY MEMBERS

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1. During the subsistence of this Agreement, if any of the Existing Members wish to transfer his / her / their existing flat/s and consequently the benefit of interest in the Existing Members New Premises and/or under the Agreement for Permanent Alternate Accommodation that may be entered into between him / her / them and the Redeveloper, the same shall be subject to the prior written consent of the Society and Redeveloper, the Redeveloper and as may be required under the adopted by-laws and rules and regulations of the Society and subject to the prospective transferee / purchaser prior to the execution of the Deed of Transfer / Sale Deed with the Existing Member/s, giving a Declaration cum Undertaking in favour of the Society in writing that he / she / them shall abide by and comply with all the terms of and obligations of the Existing Members under this Agreement and under the individual member agreement and indemnify the Society for the same without any delay or demur. It has been further agreed by and between the Parties that the Redeveloper shall be not held liable and/or responsible to provide any other sums to any such new transferee / purchaser and no benefits shall be paid to such new transferee / purchaser instead of the outgoing member only. The Society further undertakes not to transfer such premises in its records unless the new transferee / purchaser execute a Declaration cum Undertaking in favour of the Society and furnishes a copy to the Redeveloper. In the event of death of an Existing Member, the Redeveloper shall handover their sums due to such deceased Existing Member, to the Society and the Society in turn shall handover the same to the heirs of such deceased Existing Member PROVIDED THAT the heir/s of such deceased Existing Member furnish the Society with



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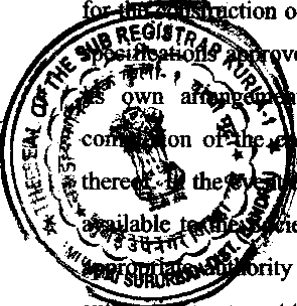
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and/or such Declaration cum Indemnity and/or writing as the Society may at the given point in time require the heirs to execute and provide to the Society in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and further Provided that, where any member, during the subsistence of this Redevelopment Agreement and/or till the time Redeveloper hands over the Members New flats which fall in the Societies Allocation to the Society, sells, transfers and/or assigns his/her/their existing and/or future right, title and interest in the existing or Members New Flats and/or any portion thereof, to any third person, the Redeveloper shall have no concern towards the same, save and except handing over all the flats falling in the Society's Allocation to the Society. Once all the Members New Flats falling in the Society's Allocation, are handed over by the Redeveloper to the Society, the Society alone shall be responsible to deal with all such buyers, vendees, purchasers and/or transferees.

XXVII. RECIPROCAL INDEMNITY

1. The Redeveloper shall throughout hereafter and always save harmless and keep saved and harmless, indemnify and keep indemnified the Society and its members and effects from and against all actions, suits, costs, charges, expenses, damages, fines, penalties etc., resulting on account of any act or omission or any breach, delay or default on the part of the Redeveloper in developing the said Property or of violation of any rules, regulations terms or conditions imposed by Municipal Corporation of Brihanmumbai or any competent authority. The Redeveloper shall at its own costs make necessary arrangements for the construction of the Project on the said Property in accordance with the plans and specifications approved by the competent authorities. The Redeveloper shall also make its own arrangement for water, electricity and other necessary infrastructure till completion of the entire Redevelopment work entrusted to it and pay all the charges thereon. If the Redeveloper uses the water and/or electric connection presently available to the Society, the Redeveloper shall pay all the charges for the same to the competent authority and indemnify the Society from and against any claim from the authorities in respect thereof.
2. The Society and/or its members shall also throughout hereafter always save harmless, keep saved and harmless, indemnify and keep indemnified the Redeveloper from any loss, harm and/or damage that may be caused to the Redeveloper by reason of any claim or dispute in respect of the title of the said Property or from all loss, harm and damage that may be caused to the Redeveloper due to any delay on the part of the Society or its members in handing over vacant and peaceful possession of the said Building or from all loss, harm and damage that may be caused to the Redeveloper by any hindrance, disturbance or interference caused by the Society or any of its members or from all loss, harm and damage that may be caused to the Redeveloper from any cause attributable to



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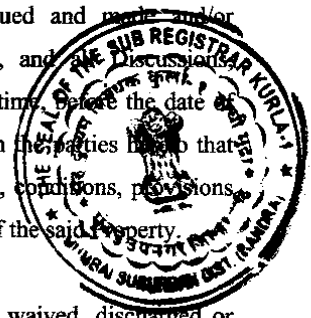
the Society or its member, including delaying the approval of Plans or permissions required to be granted by the Society .

3. The Existing Members undertake to indemnify and keep indemnified, the Redeveloper from any liability and responsibility to settle/resolve any adverse claims (including that of the erstwhile developer), applications, litigations that may be/ has been filed by the erstwhile developer in respect of said Property, including the above-mentioned litigations/legal proceedings. The liability and responsibility to settle/resolve shall at all times, jointly and severally, be that of the Existing Members in their personal capacity.
4. The Redeveloper undertake to indemnify and keep indemnified, the Society and its members from any liability and responsibility to settle/resolve any adverse claims applications, litigations that may be filed by the new purchaser in respect of new flats or any claims thereof by any authority/ persons against the Redeveloper. The liability and responsibility to settle/resolve shall at all times, jointly and severally, be that of the Redeveloper and the Redeveloper shall indemnify and keep indemnified, the Existing Members from the costs and consequences including but not limited to any costs, expenses, damages, if any, to be paid to the new flat purchasers or to any other person or authority.

XXVIII. WARRANTIES

1. This Agreement supersedes all prior writings, letters, letters of intent, memoranda, drafts, Specific Power of Attorney etc., entered into executed, issued and made and/or exchanged by or between the Society and the Redeveloper, and all discussions, deliberations and negotiations held between them, from time to time, before the date of this Agreement. It is also expressly agreed and clarified between the parties hereto that this Agreement is the sole repository of the finally agreed terms, conditions, provisions and obligations governing and relating to the re-Redevelopment of the said Property.
2. Neither this Agreement nor any term hereof shall be changed, waived, discharged or terminated orally, except that any term of this Redevelopment Agreement may be amended and the observance of any such term may be waived (either generally or in a particular instance and either retrospectively or prospectively) only with the written consent of the Society and the Redeveloper; provided however, that no such waiver shall extend to or affect any obligation not expressly waived or impair any right consequent thereupon. Except as may be specifically otherwise provided herein, no delay or omission to exercise any right, power or remedy accruing to any party hereto shall impair any such right, power or remedy of such party, nor shall it be construed to be a waiver of any such right, power or remedy, nor shall it constitute any course of dealing or performance hereunder;

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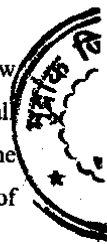
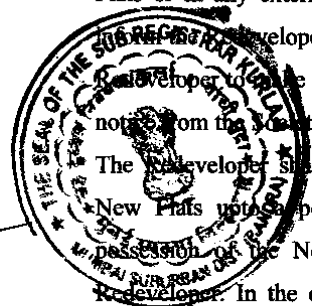
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3. This Agreement is entered into and executed by the parties hereto for the entire rights, benefits and obligations of the respective parties, and is indivisible for all intents and purposes hereof and the performance of the obligations of each party, save and except as may be otherwise specifically provided herein;

The Society hereby declares, represents and warrants to the Redeveloper that the necessary resolutions in respect of: (i) the grant of Redevelopment rights herein, and, (ii) the execution of this Agreement, the specific Power of Attorney (referred to hereinabove), and all related / incidental Redevelopment documents/writings executed and to be executed in pursuance of this Agreement, have been duly passed at the Special/ General Body Meetings of the Society held from time to time, in accordance with the Registered Bye-laws of the Society, and with the express knowledge of the Members and the concurrence and irrevocable consent of a majority of the Members. The Society has shown all the relevant documents to the Redeveloper who is satisfied that the execution of this Agreement, the said Specific Power of Attorney and all documents related / incidental thereto, and the grant of Redevelopment rights herein by the Society to the Redeveloper, are valid, final and binding upon the Society and the Members in all respects.

XXIX. DEFECT LIABILITY CLAUSE

1. Where any defect is found by the Society and/or any of its members in any of the New Flats or in any external structure of the newly constructed building, the Society shall notify the Redeveloper in writing about the same, and it shall be the responsibility of the Redeveloper to cure the good such defect, within 60 (sixty) days from the date of receipt of notice from the Society, depending upon the nature and magnitude of defect.
The Redeveloper shall cure/rectify any structural defect, water proofing defect in the New Flats upto a period of 5 (five) years from the date of Redeveloper offering possession of the New Flats to the Society at the sole cost and expenses of the Redeveloper. In the case where such defect arises due to any act or omission of the Member or the Society, such defect shall be cured by the concerned Member/ Society at his/its own costs and expenses. It is expressly agreed and understood that the Redeveloper shall not be liable for any defects arising due to any internal changes made by the Members to their flats.
2. Where any dispute arises between the Redeveloper and the Society or its members as to existence or otherwise of any defect, the decision of the Project Architect shall be final who shall be appointed upon the Mutual consent of the Redeveloper and the Society.



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3. If the Redeveloper fails to rectify the said defect within 60 (sixty) days from the date of decision by the Architect, the Society shall get such defects rectified at a reasonable cost from any third person and shall submit the bill to the Redeveloper which the Redeveloper shall be bound to reimburse to the Society within 15 (working) days of receiving such bill/s from the Society.

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5 XXX. FORCE MAJEURE

5 1. Any delay in the performance of any obligation by either Party shall not constitute default hereunder or give rise to any claim for damage or loss if such delay or failure is caused by circumstances of "Force Majeure". 'Force Majeure' shall include but shall not be limited to the following matters:

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- 7 i) War or hostilities;
 - 8 ii) Riot or civil commotion;
 - 8 iii) Earthquake, flood, fire or other natural disasters;
 - 8 iv) Pandemic or pandemic like situation ;
 - 8 v) any notice, order, rule, notification of the Government or other public judicial or competent Authority not arising out of the Redeveloper's fault and acts omissions or commissions affecting the Redevelopment of the said property.

10 2. If the Redeveloper is prevented or delayed from performing any of their obligations under this Agreement by Force Majeure, then the Redeveloper shall notify the Society about the circumstances constituting the Force Majeure and the obligations the performance of which is thereby delayed or prevented, within fifteen day of occurrence of the said circumstances.

11 XXXI. NO PARTNERSHIP

12 1. This Redevelopment Agreement shall not be treated as a partnership or between the Parties hereto and this Redevelopment Agreement contemplates only the Redevelopment rights proposed to be granted by the Society in favour of the Redeveloper as stated herein.

13 2. The Redeveloper has no right or authority to bind the Society and/or the Members in any manner whatsoever and will not hold out itself as having the right or authority to do so.

15 XXXII. NOTICES

16 A notice or other communication must be personally delivered to the address of the addressee and sent by registered post to the addresses set out below, (or if the addressee notifies another address then to that address) The addresses of each Party is as stated hereunder –

18 If to The Society and/or the Members at: Krishna Niwas, Gaothan Road No. 3, CTS

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1085, 1085 (I to 8), Chembur, Mumbai-400 071

Email: subramanidenal@rediffmail.com

1401, 14th Floor, Sanjona Chambers, Opp Lakme Factory, Deonar Road, Govandi, Mumbai 400 088

Email: laxmina08@gmail.com

The Redeveloper at -

Any notice required to be served on the Parties hereto shall be in writing and shall be sufficiently served if sent by registered post, acknowledgement due, or personally delivered at the respective addresses, unless notice of a different address is received. Any notice required to be served on individual members shall be deemed to have been received by them if the same has been addressed to the Society and sent to the address given hereinabove.

XXXIII. SEVERABILITY

1. If any provision of this Redevelopment Agreement is held to be illegal, invalid, or unenforceable under any present or future Law, and if the rights or obligations under this Redevelopment Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Redevelopment Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision; and (c) in lieu of such illegal, invalid, or unenforceable provision, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

XXXIV. TERMINATION

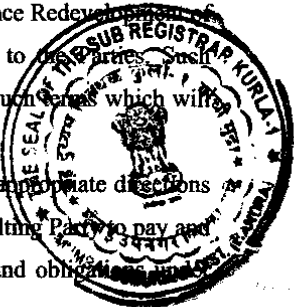
1. The Redeveloper undertakes to obtain IOD and CC within the period provided for in clause IV (1). In the event the Redeveloper fails to comply with the same, the Redeveloper shall obtain the prior written consent from the Society. The Society shall however be entitled to terminate the Redevelopment Agreement by giving a notice of termination.
2. Further, the Redeveloper agrees to complete the project within the time stipulated in the clause XI (5) herein above and handover the peaceful and vacant possession of the flats along Occupancy Certificate. In the event if the Redeveloper fails to perform its obligation within the period stipulated for any reason save and except for the reasons mentioned and/ or abandons the Redevelopment of the project (which includes

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construction work and all other related works for the purposes of completion of project within the stipulated time provided in this Agreement), the Society shall be at liberty to terminate this Redevelopment Agreement by giving a notice of termination to the Redeveloper without requiring to reimburse any costs, notional ~~25410~~ etc to the Redeveloper.

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3. Pursuant to the notice of termination, the Redeveloper shall have no rights whatsoever in the said Property and shall hand over the original Redevelopment Agreement and the Specific Power of Attorney to the Society and shall also execute all necessary documents to give effect to such termination, without any delay at no costs to the Society.
4. The Redeveloper undertakes to pay the monthly compensation as agreed for in clause VI (1) (a) in a timely manner. In the event the Redeveloper fails to make payment of the monthly compensation for 3 months, the Society shall give a 30 days' notice to the Redeveloper and in the event, the Redeveloper fails to rectify the same, the Society shall be at the liberty to terminate this Agreement by giving notice of termination. However, if the Redeveloper after such notice of termination makes the payment of the amounts due and payable by him, the Redeveloper shall be entitled to a extension thereof.
5. Save and Except the clause mentioned at clause XXX (Force majeure Clause) and any default on part of the Society and its members, if the Redeveloper fails to complete the construction of the Project within the timelines as stipulated under this Agreement, then notwithstanding anything contained in this Agreement, the Society at their own discretion will have the right to grant extension of time for completion of balance Redevelopment of the Project by the Redeveloper on the terms mutually agreeable to the Parties. Such understanding shall be recorded in writing between the Parties on such terms which will be mutually agreed between the parties.
6. The Parties shall be entitled to seek specific performance and seek appropriate directions and orders from the court of law and/or arbitrator to cause the defaulting Party to pay and perform its duties, role, responsibilities, commitments, liabilities and obligations under this Agreement.
7. Remedies under this Agreement are cumulative and not exclusive and are in addition to any other rights and remedies that the Parties may have under Applicable Law or in equity.

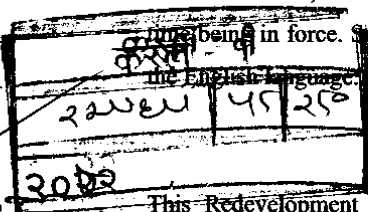


XXXV. DISPUTE RESOLUTION

1. All disputes and differences between the Parties hereto in connection to non-performance of the terms and conditions contained under this Agreement and / or with regard to the Interpretation of the provisions hereof or as to any other matter in any way relating to or touching or concerning with or arising under this Agreement or any part thereof or otherwise howsoever affecting the Parties hereto, pursuant to this Agreement shall be referred to the arbitration of a sole arbitrator. However, if the Parties are not

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agreeable to a sole arbitrator, the decision of the court shall be final and such arbitration shall be in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or re-enactment thereof for the time being in force. Such Arbitration shall be held in Mumbai and shall be conducted in the English language.



This Redevelopment Agreement supersedes all negotiations, deeds and Agreements arrived prior to the date hereof between the parties to this Redevelopment Agreement.

XXXVI. JURISDICTION

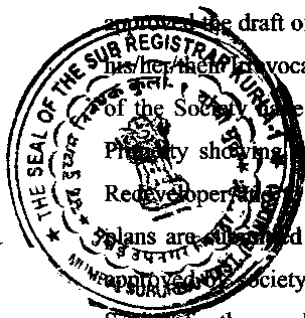
1. The Parties here to agree that the Courts at Mumbai alone shall have jurisdiction in respect of all matters whatsoever arising out of this Redevelopment Agreement.

XXXVII. AMENDMENT

No Amendment, modification or termination of any provisions of this Agreement shall be effective unless the same is in writing and signed by or on behalf of the each of the Parties hereto.

XXXVIII. MISCELLANEOUS PROVISIONS

1. It is agreed, declared and confirmed that each of the Members of the Society has approved the draft of this Redevelopment Agreement as herein contained and has given his/her/their irrevocable Consent and approval for the same. Each of the said members of the Society has also seen the draft tentative plan for Redevelopment of the said Property showing the Members New Flat which is agreed to be constructed by the Redeveloper and shall be provided free of cost to each of the members before the said plans are submitted to Municipal Corporation of BrihanMumbai and the said plan is approved by the Society and signed in token thereof. In case the plan as approved by the Society for the new building is not sanctioned by the corporation, the Redeveloper shall submit another revised plan to the Corporation with the consent of the Society, which consent the Society/members shall not withhold unless the Society's Allocation is any way prejudiced.
2. It is expressly agreed and confirmed by the Society that it shall not claim or demand any additional consideration by whatever name called for any reason whatsoever from the Redeveloper at any time hereafter except, the consideration herein above mentioned and as may be mutually discussed and agreed between the Parties.
3. It is agreed and understood that neither the Society nor any of its members shall obstruct the Redevelopment work to be carried out by the Redeveloper and shall not do any act, deed or thing whereby the Redeveloper will be prevented from carrying out the



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Redevelopment work envisaged under this Redevelopment Agreement within stipulated period. The Redeveloper shall not be responsible for any delay occurring due to any obstruction created by the members/society.

4. This Redevelopment Agreement shall remain in force, until grant of Occupation Certificate, unless terminated. However, the provisions relating to the unsold flats shall remain in force, till the last of the flats coming to the Redeveloper's entitlement are sold.

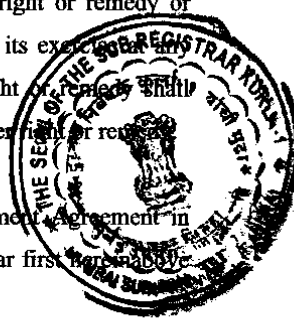
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5. This Redevelopment Agreement shall not be altered, modified or supplemented except with the prior written approval of the Parties, and all such alterations, modifications and supplemental writings shall be effective, valid and binding only if the same are recorded in writing and executed by the Parties.

6. This Redevelopment Agreement constitutes the entire agreement between the Parties and supersedes all or any prior negotiations, representations or agreements, either oral or written.

7. It is mutually agreed between the parties that the said Project shall be registered under the provisions of RERA and the Redevelopment shall be in consonance with the RERA policy and guidelines.

8. No failure or delay by a Party in exercising any right or remedy provided by law under or pursuant to this Redevelopment Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.



IN WITNESS WHEREOF, the Parties hereto have executed this Redevelopment Agreement in duplicate and have affixed their respective signatures and seal on the day and year first hereinabove written.

THE FIRST SCHEDULE (SCHEDULE I) HEREINABOVE REFERRED:

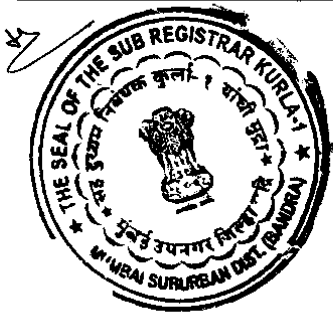
11 *u* All that piece or parcel of non-agricultural land being Plot No.194, CTS No.1085, 1085/1 to
 12 *u* 1085/8, Chembur Village, Kurla Taluka, Mumbai Suburban District and admeasuring in the
 12 *u* aggregate 1033.93 square yards equivalent to 864.5 sqmts or thereabout to together with the
 13 *u* building known as "Krishna Niwas", "Saravanabhava Co-op. Hsg. Society Ltd" standing thereon
 13 *u* situate, lying and being at Gaothan Road No.3, CTS 1085, 1085 (1 to 8), Chembur Mumbai-400
 14 *u* 071 or thereabouts and bounded as follows:

15 *u* On or towards North: Gaothan Road No.3
 16 *u* On or towards South: Gaothan Road No 2
 17 *u* On or towards East: By the Property bearing CTS No.1084
 18 *u* On or towards West: By the Property bearing CTS No.1086

19 *u* 21 *u*
 20 *u* 21 *u* 24 *u*
 22 *u* 24 *u*
 23 *u*

**The Second Schedule above Referred to
(Description of the Existing Members and their Existing Flat Carpet Area)**

Sl. No.		Name of the Existing Members	Carpet Area of Existing flat (Sqft)	Share Certificate No.
1		Mrs. Seetha Parameswaran	360	8
2		Mrs Shobha Parasuram	360	35
3		Shri Prabhakar Balchandra Bokil	360	12
4		Mrs Chitra Chandrasekhar	360	27
		Shri Ganesh Rajgopalan		
		Shri Kirthivasan Rajgopalan		
5		Mrs Janaki Ganapathy	360	46
		Shri K Raman		
		Shri Venkat Subramanian		
		Shri Varadarajan Krishnan		
6		Shri N. Sankaramani	360	4
7		Shri V. Ramchandran	360	34
8		Shri Manohar S Shetty	360	45
		Mrs Latha Manohar Shetty		
9		Mr A.V Subramanian	360	36
10		Shri Bharat K. Pethad	360	9
		Mrs Meena Bharat Pethad		
11		Smt Radha Balan	360	17
12		Mr P N Shankar	360	41
		Mrs Subbalakshmi Kumar		
13		Shri V. Kannan	360	38
14		Shri V. Kannan	360	37
15		Shri S. Rajamohan	360	
16		Shri P. R. Janakiraman	360	40
17		Shri P.R. Janakiraman	360	3
18		Smt Rajam Subramanian	360	7
19		Shri Mayank D. Shah	360	20
20		Shri Mayank D. Shah	360	32
21		Shri S Subramani	360	21
		Mrs V. Parvathy		
22		Shri Raghavendra Keshavarao Hebsur	360	43
23		Smt Rajalakshmi Raghavendra Hebsur	360	42
24		Shri Varun Narayanan	360	44
		Mrs Gomathi Narayanan		

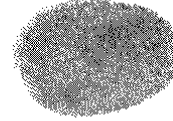


SIGNED, SEALED AND DELIVERED)
By within named SARAVANABHAVA CHS LTD.)
By affixing its Common Seal pursuant to the Resolution)
Passed by the Society in the presence of...)

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1. SHRI. S. SUBRAMANI (CHAIRMAN)

Subramani



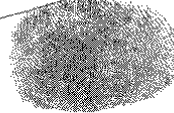
2. HRI. BHARAT K. PETHAD (SECRETARY)

Bharat K. Pethad



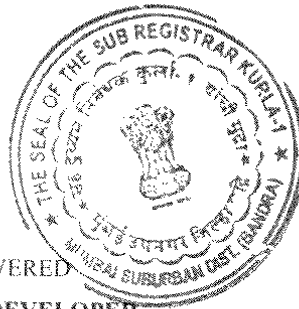
3. SHRI.MAYANK D. SHAH (TREASURER)

Mayank D. Shah



Hereto in the presence of

1. _____
2. *[Signature]*



SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED REDEVELOPER,
M/S LAXMINA ARGENTUM REALTIES (INDIA) PVT LTD
by the hand of Shri. Harish L Vaswani

In the presence of.....

1. _____
2. *[Signature]*



Laxmina Argentum Realities (India) Private Limited

[Signature]
Director

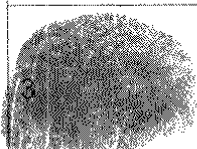
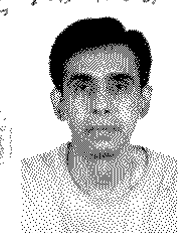
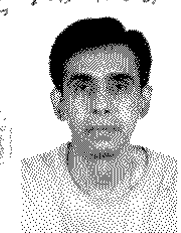


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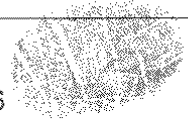
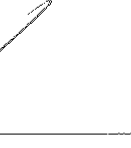
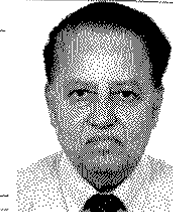
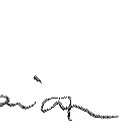
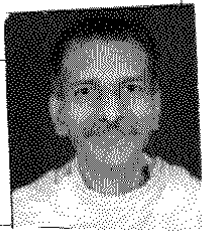
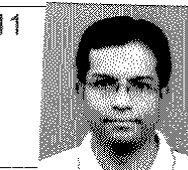
By the within named "THE MEMBERS")

24 Members as below)

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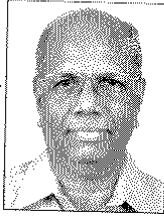
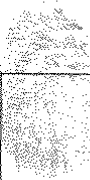
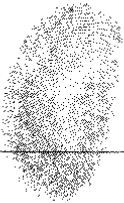
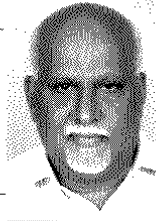
		Name of the Existing Members	Photograph / Signature and Thumb impression
1		Mrs. Seetha Parameswaran Through P.O. A/cide P. SUBRAMANIAN	
2		Mrs Shobha Parasuram Through P.O. Holder Hd. K. K. GANAPATI SUBRAMANIAN	
3		Shri Prabhakar Balchandra Bekil 	
4		Mrs Chitra Chandrasekhar 	
		Shri Ganesh Rajgopalan Through P.O. Holder Shri Kirthivasan Rajgopalan	
		Shri Kirthivasan Rajgopalan 	
5		Mrs Janaki Ganapathy 	
		Shri K Raman 	



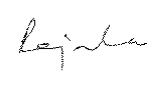
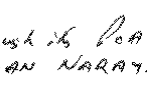
	 	Shri Venkat Subramanian <i>Subramanian B</i>	 
		Shri Varadarajan Krishnan <i>Varadarajan K.V.</i>	
6	 	Shri N. Sankaramani <i>N. Sankaramani</i>	 
7	 	Shri V. Ramchandran <i>V. Ramchandran</i>	 
8	 	Shri Manohar S Shetty <i>Manohar S Shetty</i>	 
		Mrs Latha Manohar Shetty <i>Latha M. Shetty</i>	
9	 	Mr A.V Subramanian <i>A.V Subramanian</i>	 
10	 	Shri Bharat K. Pethad <i>Bharat K. Pethad</i>	 
		Mrs Meena Bharat Pethad <i>Meena Bharat Pethad</i>	
11	 	Smt Radha Balan <i>Radha Balan</i> through Mr. P. S. Holder <i>Prof. GANESH RAMANATHAN</i>	 



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12	Mr P N Shankar	
	Mrs Subbalakshmi Kumar	
13	Shri V. Kannan	
	Shri V. Kannan	
14	Shri V. Kannan	
	Shri S. Rajamohan	
	Shri P. R. Janakiraman	
15	Shri P.R.Janakiraman	
	Smt Rajam Subramanian	
16	Shri Mayank D. Shah	
	Shri Mayank D. Shah	
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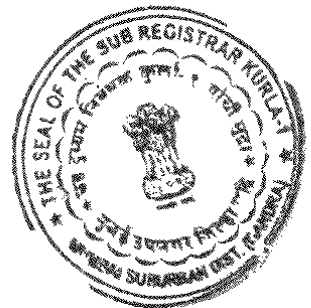
21	Shri S Subramani <i>Subramani</i>	 
<i>POA Heldu</i> <i>SANKA RANARAYANAN SUBRAMANI</i>	Mrs V. Parvathy <i>through id</i> <i>Subramani</i>	 
22	Shri Raghavendra Keshavarao Hebsur <i>SMT. RAJALAKSHMI</i> <i>RAGHAVENDRA HEBURA</i>	 <i>Rajalakshmi</i>
23	Smt Rajalakshmi Raghavendra Hebsur	 
2	Shri Varun Narayanan <i>through id POA Heldu</i> <i>Varun</i> <i>RAMAN NARAYANAN THEKKER</i>	 
	Mrs Gomathi Narayanan <i>through id POA Heldu</i> <i>Gomathi</i> <i>RAMAN NARAYANAN THEKKER</i>	 



22/04/2022

ANNEXURE A List of Amenities

1) Building:



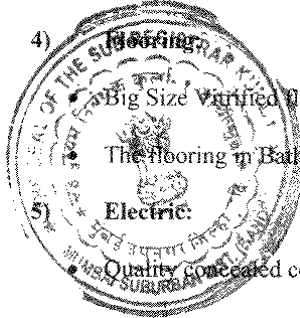
- Earthquake resistant RCC frame structure as per RCC Consultant's Design.

2) **Water Tank:**

- RCC underground and overhead water storage tanks of required capacity as per MCGM

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3)	Commons:
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- Exclusive well landscaped paving throughout the compound.
- High Standards lifts of reputed brand with S.S Cabin finish.
- Anti- termite treatment for the entire building.
- Well Decorative Entrance for the Entire Building.
- Well Decorative Entrance Lobby Finished.
- Society Office/Gyn/Community Hall as permissible by MCGM.
- Latest CCTV security system.
- Stilt/Compound Parking/Puzzle/Stack Parking.
- Fire Fighting system as per MCGM norms.
- Gas Line Provisions.
- Intercom Facilities in all the flats.



- 4) **flooring:**
- Big Size Vitrified flooring in entire Flat.
 - The flooring in Bath and Toilet shall be Ceramic/anti skid.
- 5) **Electric:**
- Quality concealed copper wiring with designer switches.
 - MCB and ELCB provisions in each flat.
 - Adequate provision for Electrical A.C, TV, Telephone points shall be provided
 - High Speed Internet cable in complete Flat.
- 6) **Plumbing:**
- Quality Concealed Plumbing
 - Designer Wall Tiles.
 - Designer Sanitary Fittings

7) **Kitchen:**

✓

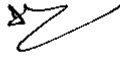
- Granite Platform with branded S.S Sink
- Provisions for Water Purifier, Washing Machine, Fridge

8) **Painting:**

- Good Quality Painting on Internal and External Walls.

9) **Door and Windows:**

- Wooden Door Frames in Main Door and Bedroom
- Designer Laminated Doors and Elegant Handles and Locks
- Granite Frames in Kitchen, Bathroom and Toilet.
- Anodized Sliding Window.



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