

(1) Mr. Bhajanlal Lalchand Lulla (PAN No. AAAPL7188A), (2a) Mr. Lawrence Jude Sunil Fernandes (PAN No. AAMPF6834F), (2b) Ms. Manisha Lucy Fernandes (PAN No. AAEPF6563F), (3) Mr. Ivan Fletcher (PAN No. AABPF9695F), (4a) Mrs. Maya Bhagwan Ramchandani (PAN No. AHLPR2940L), (4b) Mr. Ajay Bhagwan Ramchandani (PAN No. ACEPR8711K), (4c) Ms. Aarti Bhagwan Ramchandani (PAN No. AHLPR2940M), (5a) Mrs. Meena A. Talreja (PAN No. AEBPT6372H), (5b) Ms. Aarti A. Talreja (PAN No. AEBPT6369L), (5c) Mr. Anand A. Talreja (PAN No. AEBPT6370F), (6) Ms. Nimmi Ramchand Lalwani (PAN No. ADOPL1639B), (7) Mr. Shyamlal Lalchand Lulla (PAN No. AAAPL7185P), (8a) Mr. Raju Shyamlal Lulla (PAN No. AAAPL7187R), (8b) Mr. Anil Shyamlal Lulla (PAN No. AAAPL7186Q), (9) Mrs. Simran S. Bhojwani (PAN No. AUWPB0112A), (10) Mr. Arvinder Singh (PAN No. BWLPS3045M), (11) Mrs. Farida Shabbir Aboojiwala (PAN No. AGAPA1443R), (12) Mr. Safarali Ramzanali Mardhani (PAN No. AACPM9304K), all adults, Indian inhabitants, being the owners and present members and residents in the Society's building named 'Manohar' situated at Plot No. 152, T.P.S. III, C.T.S. No. F/685 of Village Bandra, 30th Road, Bandra (West) Mumbai 400 050, hereinafter unless otherwise by their name specifically called, are hereinafter collectively referred to as **"the Confirming Parties/Members"** which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators, successor or successors and permitted assigns of the

SECOND PART.

AND

M/S. FAUCETT DEVELOPERS, (PAN NO. AAEFF2363F) a Registered Partnership Firm duly constituted under the Indian Partnership Act, 1932 carrying on business at Shop No. 3, Rajdeep CHSL, Carter Road No. 1, Borivali East, Mumbai - 4000 066, herein represented by its partners, 1) Mrs. Tina Bharat Aidasani 2) Ms. Sangita Mohandas Aidasani 3) Mr. Saahil Bharat Aidasani, residing at B-508, Oberoi Park View CHSL, Thakur Village, Kandivali East, Mumbai - 400101, represented herein by the Partner No. 3 vide Partnership Deed dated 26/06/2015, hereinafter called **"the Developers"** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners of the said firm for the time being, their respective heirs and legal representatives, executors, successors, administrators and assigns) of the **THIRD PART.**

WHEREAS:

- A) The Society is the sole and absolute owner of and is also seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of the land situated at Village Bandra, Taluka Andheri, Mumbai Suburban District, bearing Final Plot No. 152, T.P.S. III, C.T.S. No. F/685 admeasuring 618.71 square meters or thereabouts (as mentioned in the Property Register Card in respect thereof) together with a building known as 'Ideal Manohar' (the **"Existing Building"**) standing on the said plot of land situated at 30th road, T.P.S. III, Bandra (West), Mumbai - 400050 along with a building structure appurtenant to the said property (the **"Plot"**). The existing building is assessed by the Brihanmumbai Municipal Corporation (the **"BMC"**) under "H" Ward No. 5478. The said plot is standing in name of the Society in the Property Register Card/other revenue

For Ideal Manohar C.H.S. Ltd.

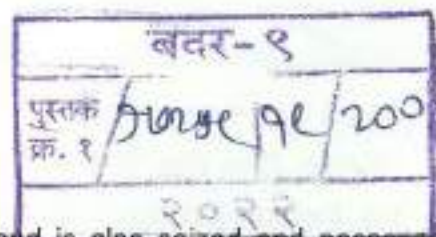
[Signature]

[Signature]

[Signature]

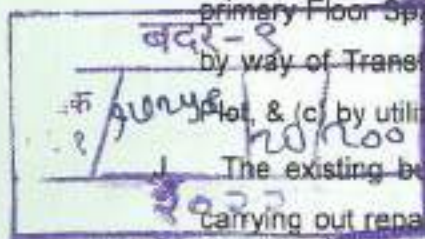
[Signature]

Secretary / Chairman / Member



records as owner thereof. And Whereas the said existing building is assessed to Municipal Taxes under account No. HW0601690070000.

- B) The existing building comprises of ground and three upper floors in all. The Society comprises of 12 members, including joint members who hold shares of the Society and are the owners and the only present members on record of the society and who are in absolute use, enjoyment, and occupation, physical possession of their respective 12 residential flats in the existing building.
- C) Annexed to this Agreement and marked **Annexure- 'A'** is a plan on which the Plot is shown edged in a red color line.
- D) Herein, where required,
- D.1) The 12 Members Flats are collectively referred to as the **"Members Existing Flats"**.
- D.2) The Plot with the Existing Structures are collectively referred to as the **"Property"**.
- E) The Property is described in detail in the **Schedule** hereunder written.
- F) Annexed to this Agreement and marked **"Annexure-B1"** is photocopy of the Property Register Card in respect of the Plot and marked **"Annexure-B2"** is a photo copy of the City Survey Plan in respect of the Plot. Also annexed to this Agreement is the photocopy of the latest Bill for the Assessment Tax for the period 01/04/2021 to 31/03/2022 under No. HW0601690070000 issued by the Municipal Corporation of Greater Mumbai in the favour of the society, as **"Annexure- B3"**.
- G) Annexed to this Agreement and marked **"Annexure-C"** is a statement containing the names of the Members, the details of the Members' Existing Flats and the details of shares held by the Members in the Society.
- H) By an Indenture of Conveyance dated 1st January 1975, registered with the office of the Sub Registrar of Assurances at Bandra under Sr. no. 568/85 dated 06.04.1975 made between Muri Motiram Mansukhani and others, therein referred to as the Vendors of the One Part and the Society therein referred to as the Purchasers of the other part, the Vendors therein did convey unto the Society the Property more particularly described in the Schedule here under written, along with **"ANNEXURE-A", "Annexure-B1" & "Annexure-B2"**. A true copy of the Indenture of Conveyance dated 1st January, 1975 is Annexed to this Agreement and marked **"Annexure-D"**.
- I) As per the provisions of the Development Control and Promotion Regulations for Greater Mumbai 2034 (the **"D.C.P. Regulations"**), the Plot can be re-developed by demolishing the Existing Building and by constructing a new building thereon (a) by utilizing the primary Floor Space Index ("FSI") of the Plot, (b) by procuring premium FSI and/or FSI by way of Transferable Development Rights (TDR/FSI) and loading the same on the Plot, & (c) by utilizing Fungible FSI.
- J) The existing building on the plot is very old and requires huge sums of money for carrying out repair and maintenance thereto. Hence, the Society, at its Special General Body Meeting held on 28th October 2018 discussed the alternatives available, that is the proposals to either carry out repairs to the building or to ensure maximum utilization of the land and to benefit the Members by giving them newly constructed flats with modern amenities, demolish the existing building and construct a new building. Such re-



3
[Signature]

For Ideal Manohar C.H.S. Ltd.

[Signature]
Secretary

[Signature]
Chairman

[Signature]
Member

development, if carried out by experienced developers, would give the Members new and larger flats free of costs in a new building with modern amenities besides which Members would be paid monies as compensation and towards procuring temporary accommodation during the re-development period besides other benefits, in return for which the appointed developers would be entitled to sell the flats not earmarked for the Members and appropriate the proceeds to themselves. The Society accordingly decided to redevelop the Property by demolishing the existing building and by construction of a new building by utilizing full F.S.I. (including premium F.S.I.) Fungible FSI including staircase, landing or such available FSI as permissible under prevailing DCPR-2034 and applicable at the current time and obtaining of Transferable Development Rights (TDR) as per the prevailing rules and regulations through Developers having expertise in redevelopment projects and having sufficient financial means for such development.

L) In response to the Society's call for offers for re-development of the Property, several prospective developers sent in their offers, the Developers being one of them. The Society short-listed certain developers (one of which was the Developers herein). Presentations were made by the short-listed developers to the Society and the Project Consultant prepared a Strength, Weakness, Opportunities & Threat (S.W.O.T.) analysis, inter alia of the scheme for re-development envisaged by the short-listed developers and terms offered were re-negotiated, following which Faucett Developers were finally short-listed based on their offer letter dated 15.04.2022.

M) A Special General Body Meeting of the Society was held on 24th April 2022 in presence of 12 members of the society, after taking into consideration the various offers and proposals received, the offer dated 15.04.2022 received from the Developer in comparison to the other offers received being the best possible offer, the majority of the Members have passed a resolution and decided to entrust the development of the property on the terms and conditions appearing hereinafter to the Developer and subject to the execution of this Re-Development Agreement.

The said Developers also submitted a List of Amenities to the society thereby enlisting the Amenities which the Developers agreed to provide to the existing members in their new flats in the proposed re-developed building. The said List was also extensively discussed and the members of the society agreed to the said Amenities to be provided by the Developers herein.

N) The Parties have agreed that re-development of the Property subject to the terms hereof is up to a maximum of 2.97 times, (covering the primary FSI of the Plot, TDR/FSI and Premium FSI) and fungible FSI (to the extent permitted in the amended D.C. P. Regulations) equivalent to permissible built up area of 1837.56 sqmt equivalent to 19780 sqft. In view of above, the parties herein have agreed to enter into this Re-Development Agreement for granting development rights to the Developers in respect of the said plot as per the terms and conditions of this Development Agreement

O) In the terms leading up to the execution of this Agreement,

O.1) the Developers have investigated that title of the Property is clear and marketable and free from all encumbrances and reasonable doubts of any nature whatsoever. The Developers have caused search of the title of the

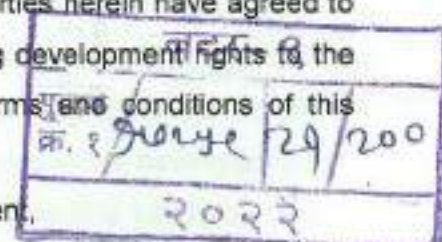


[Signature]

S.R. Mondhe
Secretary

[Signature]
Chairman

[Signature]
Member



Property and have accepted the same. As part of processes of investigation / search of the title, the Developers have caused Public Notices to be released in inviting third party claims to the Property and state that they have to date received no claims in response thereto. The Developers have agreed that hereafter they will not raise any query or requisition on title nor will they rescind this Agreement nor will they delay complying with their obligations or seek to alter the terms hereof on grounds of any defect in title of the Society/ or the members unless any member or third person challenges the redevelopment process which may cause delay beyond the control of Developers.

- O.2) the Developers have surveyed the Plot, the Existing Structures and Members' Existing Flats pure carpet area and have accepted the areas thereof.
- O.3) the Developers have made enquiries regarding the FSI (primary) FSI, TDR, Premium FSI & Fungible FSI) available for development, setback area, height restrictions, or any other restrictions on utilization of FSI and have satisfied themselves with the same.
- O.4) the Developers have made all enquiries with the BMC, Civil Aviation authorities and other concerned competent authorities and have satisfied themselves with regard to restrictions, if any, on the development of the Plot, the height to which they can construct the proposed new building, the total FSI that can be utilized for the development of the Plot etc., and have satisfied themselves with the same.
- O.5) the Developer warrants that they have the sufficient experience, knowledge of title, expertise and finance to fulfil all their obligations under this Redevelopment Agreement.

P) The Developer and the Society have mutually discussed all the points and have arrived at the final agreement in respect of the terms and conditions for the redevelopment of the Property of the Society. The parties hereto are now desirous of recording the terms and conditions agreed between them for redevelopment of the property as appearing hereinafter. The Developers have accordingly agreed to execute this Agreement and have agreed to the time limits mentioned in this Agreement for compliance of their obligations (subject to the force- majeure events) and the consequences of non-compliance.

Q) At the instance of the Society, a structural audit was carried out by M/s Supreme Engineers (India) Pvt. Ltd. having its office at 201 A, Sunteck Grandeur S.V. Road, Andheri (W) Mumbai-400058 who submitted its report dated 01.08.2020. The structural audit report gave a detailed report inter alia on their method of investigation, the structural damage, non-structural damage, etc., and concluded that the Existing Building was structurally in an unsound position with damages in the Members' Existing Flats being substantial and that they recommended that the Society should demolish the Existing Building and reconstruct a building.

R) This Re-Development Agreement and Specific Revocable Power of Attorney, having been approved at the Special General Body Meeting held on 30/10/2022 and also having been approved and accepted by the Developer, the Parties are accordingly executing this Agreement. In the Special General Body Meeting held on 30/10/2022 it was further



For Ideal Manohar C.H.S. Ltd.
S. R. Mbrathor Secretary / *R. S. Dulla* Chairman / *[Signature]* Member

resolved that the present Hon Chairman, Hon Secretary along with one Member are authorized to sign, execute and register the Re-Development Agreement, Power of Attorney, all other necessary documents such as Supplementary Agreement, Deed of Rectification (as the case may be) etc. and all the papers, declarations, affidavit, undertaking, indemnity, applications, letters etc., which are required to be signed by the Society and to affix the Seal of the Society on all required documents and to do all necessary acts, deeds and things on behalf of and in the interest of the Society and its members for the Development of the property. The final draft of the Re-development Agreement containing the provisions herein after reproduced, was placed before the Special General Body Meeting held on 30/10/2022 and the members therein in the said meeting, approved the same unanimously. Annexed hereto and collectively marked **"Annexure-E"** are copies of the relevant resolutions pertaining to the re-development project passed at the meetings of the Managing Committee and of the General Body of the Society.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Recitals and schedules along with the documents forming the ANNEXURES to this Re-Development Agreement shall form an integral and operative part of this Agreement. The recitals of this Agreement are treated as forming an operative part of this Agreement and the same shall be read and construed accordingly.

2. Definitions and Interpretations-

2.1 Definitions:

In this Agreement (including the recitals above and the Schedule hereto), the following words and expressions, except where the context otherwise requires, shall have the meanings set opposite them-

"Agreement"

will mean this Re-Development Agreement and all amendments made hereto.

Or "this Agreement"

"Amenities"

will mean the amenities agreed between the Parties to be provided by the Developers in the Members' New Flats which are listed in **Annexure "J"** hereto;

'Carpet Area'

In relation to the Members' New Flats, carpet area will mean the wall-to-wall area & not skirting to skirting, inside the Members' New Flats, but will exclude columns, niche, duct, drying balconies, servants' toilets, flower beds, pocket terrace and areas free of FSI or any architectural / elevation features.

'Confirming Parties'

will mean the twelve members of the Society (named in **Annexure "C"** to this Agreement), who hold shares of the Society and the Members' Existing Flat who will sign the Development Agreement, Permanent Alternative Accommodation Agreement and any other Document relevant to the Redevelopment of the Society.

For Ideal Manohar C.H.S. Ltd.

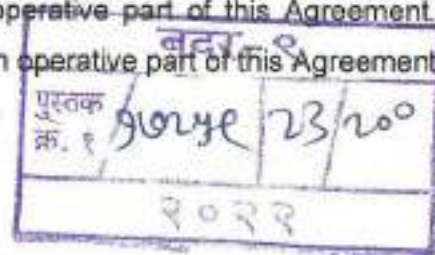
S.D. Mondkar
Secretary / *R.S. Bhat* Chairman / *[Signature]* Member

"D.C.P. Regulations"

will mean the Development Control and Promotion Regulations for Greater Mumbai, 2034 and any statutory amendment or modification or re-enactment thereof.



[Signature]



"Defects Liability Period"

means a period of five years months from the date of Full Occupation Certificate (OC) / Building Completion Certificate (BCC) being issued by the BMC in respect of the New Building.

"Developers' Sale Flats"

will mean all other residential flats other than the Members' New Flats in the New Building, which the Developers will have full rights to sell under the provisions of RERA and subject to the terms of this Agreement.

"Existing Building"

will have the meaning ascribed to the term in Recital 'A' above.

"Fungible FSI"

will mean over and above the primary FSI and TDR/FSI which are allowed to be constructed appurtenant to the individual flats under the D.C.P. Regulations vide Government Notification bearing No.CMS4311/452/CR-58/2011/UD-11 dated 6th January 2012 (with or without payment of premium as specified in the said notification).

"FSI"

will mean Floor Space Index as defined and understood under the Maharashtra Regional and Town Planning Act, 1966 and the D.C.P. Regulations.

"BMC"

"Members"

will mean the Brihanmumbai Municipal Corporation will mean the twelve members of the Society (named in Annexure 'C' to this Agreement), who hold shares of the Society and the Members' Existing Flats.

"Members Existing Flats:"

will mean the twelve residential flats owned by twelve of the Members in the Existing Building (as detailed in Annexure "C" to this Agreement)

"Members' New Flats"

will mean the twelve residential flats to be constructed for and allotted to the twelve Members in the New Building, in lieu of the Members' Existing Flats (as detailed in Clause 13 and in Annexure "G" to this Agreement);

"New Building"

will mean the residential building that the Developers will construct on the Plot after demolishing the Existing Structures, by utilizing FSI not exceeding the Total FSI (as defined below) and which will contain the Members' New Flats and the Developers Sale Flats;

"Notice to Vacate"

will mean the written notice to be issued by the Developers to the Society (after the Developers having complied with their obligations listed in Clauses 6 & 16 of this Agreement), calling for the Members' Existing Flat to be vacated within Sixty days of such notice.

"Parties"

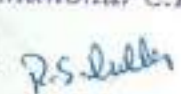
will mean, collectively, the Society, the Members and the Developers, and "Party" means any one of them;

"Project Consultant"

will mean the Project Consultant that the Society has appointed, Mr Harish Bhagat, having his address at Bhagat Heights, 14th Road, Bandra (West), Mumbai 400 050.



For Ideal Manohar C.H.S. Ltd.

7  S.A. Manohar  P.S. Lulla 
Secretary / Chairman / Member

"Possession Notice"

will mean the written notice to be issued by the Developers to the Society (after the Members' New Flats and the New Building are completed in all respects and with all Amenities and Specifications as per this Agreement, and the Full Occupation Certificate is obtained in respect thereof), calling upon the Members to take possession the Members' New Flats with thirty days of receipt of this notice.

"Premium FSI"

will mean such FSI which was allowed to be utilized under Government Order TPB-4308/ 776/CR-127/2008/UD-11 dated 24/10/11 issued under Section 37(2) of MR & TP Act, 1986.

"Plot"

will have the meaning ascribed to the term in Recital 'A' above.

"Property"

will have the meaning ascribed to the term in Recital 'D' above.

"Re-development" or "Project" or "Re-development Project"

will mean the Re-development of the Property by demolition of the Existing Building and construction of the New Building and all other structures on the Plot by utilization of FSI not exceeding the Total FSI (as defined below) and in accordance with the terms and conditions of this Agreement.

"Specifications"

will mean the specifications and the common amenities of the New Building all of which are listed in Annexure "L" hereto.

"TDR" or "TDR/FSI"

will mean Transferable Development Rights as understood under the Maharashtra Regional and Town Planning Act, 1966 and the D.C. Regulations or any statutory modifications, re-enactment or amendment thereof.

"Total FSI"

will mean (i) FSI not exceeding 2.97 times the area of the Plot, (the area of the Plot measures 6660 sq.) ft. equivalent to permissible built up area of 1837.56 sqmt equivalent to 19780 sqft (which includes the primary FSI of the Plot, Premium FSI, and TDR/FSI), & (ii) Fungible FSI (to the extent permitted under the Government Notification bearing No. CMS4311/ 452/ CR-58/2011/UD-11 dated 6th January 2012).

2.2. Interpretation. In this Agreement.

2.2.1. words importing the singular will include the plural and vice versa;

2.2.2. words importing any gender include every gender.

2.2.3. words importing persons include firms, companies, corporations and other legal entities and vice versa;

2.2.4. the schedule and annexures annexed to this Agreement form an integral part of this Agreement.

2.2.5. if by the terms of this Agreement, any act would be required to be performed on or within a period ending on a day which is a public holiday, that act will be deemed to have been duly performed if it is performed on the working day immediately succeeding the last holiday.

2.2.6. the terms and conditions as recorded in this Agreement will prevail over the offers made by the Developers to the Society.

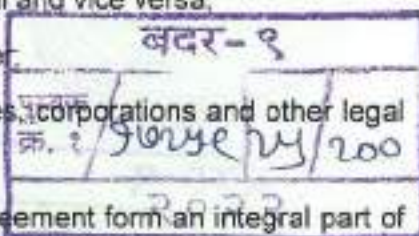
For Ideal Manohar C.H.S. Ltd.



[Signature]
Secretary

[Signature]
Chairman

[Signature]
Member

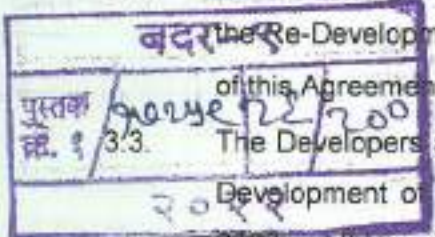


- 2.2.7. reference to the word "include" or "including" are deemed to be followed by the words "without limitation";
- 2.2.8. any obligation on a party not to do or omit to do anything shall include an obligation not knowingly to cause or allow that thing to be done.
- 2.2.9. the terms "hereto", "herein", "hereto", "hereunder" or similar expressions used in this Agreement mean and refer to the Agreement and not to any particular Clause or Recital hereof.
- 2.2.10. the terms "Recital" and "Clause" mean and refer to the Recital and Clause of this Agreement so specified.
- 2.2.11. the descriptive headings of the Clauses hereof are inserted solely for convenience of reference and should be discarded whilst interpreting this Agreement.

3. Grant of Development Rights-

- 3.1. In view of the Developers Offer dated 15 April 2022 hereto the Society, hereby permits and the Members hereby confirm the said permission from the Society to the Developer (with the consent and confirmation of the Confirming Parties/Members,) subject to compliance by the Developers of the conditions stated in Clause 6 hereof, hereby grants re-development rights to the Developers to carry out the Re-development of the Property, more particularly described in the Schedule hereunder written, for compensation upon the terms and conditions contained in this Agreement and as per the plans and specifications to be approved by the BMC and as may be amended from time to time. The Society hereby allows the Developer to enter upon and redevelop in full and in all respect and in all manners the property of the Society on "as is where is basis", to accommodate the Members in their respective newly allotted re- developed flats and sell the balance available Residential area after allotting area to the Members as agreed hereunder ("Developer's Free Sale Flats) to the Purchaser(s), on principal- to- principal basis. The Developers shall be permitted to re- develop the said property by utilizing the maximum permissible development potential available in respect of the said property, including but not limited to the base FSI of the said Property, availing the FSI in the form of TDR and fungible FSI/ such compensatory FSI that may be available and prevailing at the relevant time as per D.C. Regulation, 2034 for Greater Mumbai, as applicable and also the road set back FSI, Road Width FSI, in short the entire property potential for the said proposal offered by them to the society and its existing members.

- 3.2. The Developers will, at their entire risk as to cost and consequences carry out the Re-Development of the Property in accordance with the terms and conditions of this Agreement.



- 3.3. The Developers are entitled to utilize up to 2.97 times the Total FSI for the Re-Development of the Property. 2.97 Total FSI (the area of the Plot measures 6560 sq. ft.) equivalent to permissible built up area of 1837.56 sqmt equivalent to 19780 sqft. It is however expressly agreed between the Society and the Developer that the right to consume FSI by the Developer will be to the extent



of such FSI available under the DCP Regulations and the TDR available as on the date of signing this agreement. Subsequent to the signing and execution of the agreement, if there are any changes to the DC rules / government notifications and additional FSI or TDR becomes available, the rights to that FSI and / or TDR and the potential generated out of the same shall be shared between the Society and the Developers in the manner and proportion that would make the society entitled for 35% of the enhance benefit and the developers would be entitled for 65% enhanced benefit. The Developers shall bear all charges, expenses, construction costs, premiums etc. which would be required for the utilization of such enhanced potential

3.4. It is clarified that:

3.4.1. The Property is not transferred and is not intended to be transferred by the Society to the Developers under this Agreement,

3.4.2. Title to the Plot is being retained by the Society and will continue to vest in the Society.

3.4.3. The Society and the Developer hereto have entered into this Agreement purely as a Licensee to enter upon the said property for redevelopment purpose and under no circumstances this Agreement will be treated as partnership or a joint venture between the parties hereto.

3.4.4. This Re-Development Agreement contemplates only the redevelopments rights assigned and agreed to be granted by the Society in favour of the Developer as provided herein and the redevelopment rights given to the Developer is non-transferrable in any mode of transfer.

4. **Representations of the Society.** The Society represents as follows:

4.1. The Society has not entered into any agreement for the Re-development of the Property with any other person.

4.2. There is no suit in respect of the Plot pending in any Court.

4.3. That the Society has not received any notice for acquisition or requisition in respect of the Property.

4.4. Besides the documents of title relating to the Plot which are listed in the Annexure "D" to this Agreement, the Society does not have any other title deeds to the Property.

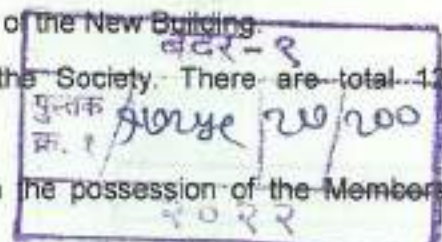
4.5. The Society makes no representation on whether there are any reservations to the Plot or if any part thereof falls in the road set-back line or if it is possible or not to utilize the Total FSI for the construction of the New Building.

4.6. The Members are the only members of the Society. There are total 12 (Twelve) members of the society.

4.7. The Members Existing Flats are occupied/in the possession of the Members and their families.

4.8. As far as the Society is aware no other members have any existing loan against the security of their flats, except the joint owners, the members of Flat no.8 who have taken overdraft facility from their respective Bankers.

4.9. In the event any third party puts any claim in respect of any of the Members' Existing Flats or obstructs the development work, the concerned Member shall



For Ideal Manohar C.H.S. Ltd.
SA. Mondhe *RS. Bulhar* *Himi*
Secretary / Chairman / Member

be required to deal with and clear such claims/obstruction at his/her own costs and expeditiously.

4.10. The Society will ensure that all Members including Joint Members file their nominations which will be registered by the Society. In the event of death of any member, the Developers will hand over possession of the deceased member's new flat/s as well as make payment of hardship compensation / corpus / relocation etc. to the member's nominee/ Provisional Member which will be intimated by Society. The Nominee / Provisional Member will comply with all legal requirements to be enrolled as members. In case of any dispute or differences between the legal heirs and nominee / Provisional Member of deceased member then, they will obtain order or direction from Concerned Competent Court / Authority. In case the Nominee / Provisional Member or legal heirs are unable to resolve their dispute amicably the Developers on completion of redevelopment project will handover possession of the flat and balance hardship compensation, displacement compensation / shifting charges etc. to the Society who will handover possession of the said flat and other material benefits to the legal heirs on their amicably resolving the dispute or obtaining order from Competent Court / Authority. The Society will be entitled to remit unpaid maintenance charges, taxes, etc. to be paid by the Nominee / Provisional Members / legal heirs. The Nominee / Provisional member / legal heirs of the Deceased member will indemnify and keep indemnified and harmless the Society and the Developer against any claim or demand made towards the Deceased Member's Flat.

4.11 The Property taxes and all the outgoings under any name whatsoever in respect of the Property are paid up to the date hereof and will be paid by the Society up to the date of the handover of the vacant and peaceful possession of the said Property to the Developer herein. Further there are no arrears nor has any notice been issued by BMC and / or any other authority / authorities for recovery of any such dues from the Society.

4.12 The Society confirms that to the best of their knowledge, the title of the Society to the Property is clear and marketable and free from encumbrances and any reasonable doubts. There is no minor's interest involved in any of the society's flats or membership.

4.13 The Society had, before the execution of this Agreement, handed over to the Developer copies of the DP & TP plan/remarks. It is seen that the property is erroneously clubbed with adjoining plot No. 151 in the DP plan, contrary to the TP plan, which shows the Property as an independent plot/property. It was agreed by the Developer that the aforesaid errors in the DP, would be rectified and the corrections would be undertaken expeditiously on behalf of the Society, by the Developer at the Developer's cost & expenses upon execution of this Agreement. The Development Plan Remarks vide No. CHE/DP34202103111312756/DP/WS/HW dated 15/03/2021 indicates that the said Property is falling under 'R' Zone;

For Ideal Manohar C.H.S. Ltd.

S.O. M. M. S.
Secretary

R.S. S. S.
Chairman

J. S. S.
Member