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25.	B 304	MR. VINAMRA KUMAR
26.	B 401	MR PANKAJ SHAH & MRS. HARSHA SHAH
27.	B 402	MR. KESHAVJI SONI
28.	B 403	MR. KESHAVJI SONI
29.	A 301	SMT HOSUR SIRISHA
30.	A 302	MRS SHIVKANTA KOTHARI & MR RAMESH KOTHARI
31.	A 401	MRS DIPAALI N PATRAWALA & MR NILESH N PATRAWALA
32.	A 402	MRS DIPAALI N PATRAWALA & MR NILESH N PATRAWALA
33.	A 501	MR DAULAT M LAKHIANI & MRS SUNANDA D LAKHIANI
34.	A 502	MR BHARAT B DESAI & DILIP B DESAI
35.	A 601	MRS SHEELA D PAGARIYA
36.	A 602	MR DILIP KAPURCHAND PAGARIYA
37.	A 702	MR ASHOK JAKHU

All of Mumbai, Indian Inhabitants residing at Sneh Sagar belonging to The Golden Tobacco Workers Co-operative Housing Society Limited having its address at Plot No. 22, Gulmohar Cross Road No. 12, Juhu Scheme, J.V.P.D., Mhada Layout, Vile Parle West, Mumbai 400 049 hereinafter referred to as "**THE MEMBERS**" (which expression shall unless it be repugnant to the meaning or context thereof mean and include their respective heirs, executors, administrators and legal representatives) of the **SECOND PART;**

AND

H RISHABRAJ REALTY, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and registered with the Registrar of Firms, Mumbai under Registration No. _____ having its registered address at 103, Jai Tirth, Daulat Nagar, Road No. 10, Borivali East, Mumbai 400066 and acting through its Partner Mr. Harish Jain, hereinafter referred to as "**THE**

DEVELOPER", (which expression shall unless repugnant to the context or meaning thereof, mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partner, their or his permitted assigns) of the **THIRD PART;**

WHEREAS:

A. The "Bombay Housing Board" constituted under the provisions of Bombay Act XXI of 1960 and The Bombay Housing Board (Dissolution and the Constitution) Order 1960 was seized and possessed of and otherwise well and sufficiently entitled to various pieces and parcel of lands falling under its jurisdiction, which were proposed to be developed by the Bombay Housing Board by construction of residential buildings under various housing schemes for different sections of the Society. The Bombay Housing Board was subsequently reconstituted by the Government as Maharashtra Housing Board, which was further reconstituted as Maharashtra Housing & Area Development Authority (hereinafter referred to as "**MHADA**") under the provisions of Maharashtra Housing and Area Development Act, 1976 and consequently the various properties that fell under the jurisdiction of Bombay Housing Board got vested in MHADA;

B. Among the various properties that fell within its jurisdiction, the Bombay Housing Board as Owners were seized and possessed of and otherwise well and sufficiently entitled to various pieces and parcel of land lying being and situate at North of IrlaNalla between Vile Parle and Andheri in Greater Bombay within the Registration District and Sub-District of Bombay Suburban, hereinafter referred to as "**LAYOUT PROPERTY**", which it proposed to develop under the Low-Income Group Housing Scheme sponsored by Government of India falling under Ministry of Works Housing Scheme and Supply, for which the Bombay Housing Board divided the said Layout Property into various plots and sub-plots over which it incurred costs and expenses and constructed buildings and tenements etc., for housing and accommodating people, families and individuals falling in Low Income Group;

C. The Golden Tobacco Workers Co-operative Housing Society Ltd., a Co-operative Housing Society registered under Registration No. BOM/HSG/ 346 OF 1963 and requested the Bombay Housing Board to allot one of the plots in the said Layout Property for housing and accommodating its Members and accordingly conceding to the said request the Bombay Housing Board agreed to allot and assign the Lease hold in respect of one of the Plots of the Layout;

D. By and under Indenture of Lease dated 11th January 1967 executed between MHADA [formally known as Bombay Housing Board], therein referred to as " the Lessor" and The Golden Tobacco Workers Co-operative Housing Society Ltd., therein referred to as " the Lessee" and duly registered with the Sub-Registrar of Assurances bearing No. 507 of 1967 of Additional Book No. I dated 3rd February 1967, the Lessor therein did thereby grant and assign unto and in favour of the Lessee the Leasehold rights in respect of all that piece and parcel of land bearing Plot No. 22 admeasuring 1125 Square Yards i.e. 940.60 Square Meters as per Lease Deed [943 Square Meters as per the Property Register Card and 965.49 Square meters as per Physical Survey at Site] on North of IrlaNalla in Juhu, Vile Parle bearing Survey No. 70D of Village Juhu [hereinafter referred to as "SAID PLOT"] which is more particularly described in the SCHEDULE thereunder written, which is same as the Schedule hereunder written and shown demarcated with RED COLOUR BOUNDARY LINE on the plan annexed hereto as **ANNEXURE "1"** on Lease for the term of 99 years commencing from 14th November 1964 with right to construct subject to payment of the premium and rent reserved and on terms, conditions and covenants therein recorded. The said Indenture of Lease is valid subsisting and binding on parties till date and on the basis of the said Registered Indenture of Lease the name of the Society was mutated in Property Cards as Lessee thereof;

E. The Society thereafter got the plans sanctioned from the concerned authorities and constructed on the said Plot a building known as "SNEH SAGAR" consisting of 2 Wings namely, "A Wing" comprising of Ground + 7 Upper Floors with 20 Tenements therein and "B Wing" comprising of Ground + 4 Upper Floors with 18 tenements therein, aggregating to 38 Tenements [hereafter referred to as "**SAID BUILDING**"], which came to be allotted by the Society among its Members. Each of the Members of the

Society by the allotment of the premises were made registered Shareholder of the Society and were issued 5 Fully Paid Up Shares of Rs. 50/- under diverse Share Certificates and by holding such Share Certificates the respective Members and registered Shareholders of the Society became absolutely entitled to use and occupy the respective premises allotted to the Members by the said Society. Out of the 38 Tenements Originally, there were only 27 tenements in the building, however subsequently, further additional vertical construction was undertaken by the Society which resulted into additional floors being constructed on the existing building and additional 11 residential flats. The **27 Nos. of Members** originally residing in the building are hereinafter referred to as **"THE OLD MEMBERS"** enlisted **FIRSTLY** in **ANNEXURE "2"** hereto and **11 Nos. of Members** who were subsequently admitted as Member in respect of 11 Nos. of newly constructed Flats are hereinafter referred to as **"NEW MEMBERS"** and are enlisted **SECONDLY** in **ANNEXURE "2"** hereto. The Old and New Members are hereinafter collectively referred to as **"EXISTING MEMBERS"** and setting out the details of the Existing Members, Flat Nos, Area of Flat, Share Certificate Number etc., is hereto annexed as **ANNEXURE "2"**;

F. The Society thus as Lessee is seized and possessed of and well and sufficiently entitled to the said Plot and as Owner in respect of the said Building [hereafter collectively referred to as the **"SAID PROPERTY"**] which is more particularly described in the SCHEDULE hereunder written and shown delineated with RED COLOUR BOUNDARY LINE on the plan annexed hereto as **ANNEXURE "1"**;

G. The said Building was constructed in or about the year 1967 (original Ground + 2 storeys) and 2003 (extended 5 floors in "A wing and 2 floors I "B" wing) and having outlived its structuml life and considering the substantial costs that would be incurred in carrying out the extensive repairs and lack of modern amenities in the said Property for the Members, the Society and its Members in the Speeial General Body Meeting held on _____ unanimously decided to re-develop the said Property by demolishing the said Existing Building and constructing a New Building in its place wherein Members could be re-accommodated with benefits of all modern facilities and amenities. Since the Members, do not have the necessary funds, expertise

and experience for carrying out redevelopment, they decided to engage the services of some reputed Developers for implementation of the Scheme of Redevelopment for which they decided to appoint a Project Management Consultant ("**PMC**") and issue Tender and invite Bids from Developers interested in redevelopment of the said Property;

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H. The Society and its Members in consultation with the PMC prepared the Feasibility Report and Tender Document giving details of the area of the said plots, area used and utilized by the Members and various terms and condition of redevelopment subject to which the bids were to be submitted by the interested Developers with EMD and also called for the Tenders Bids/ offers for redevelopment;

I. Inresponse, various Developers including H. Rishabraj Realty submitted its Technical and Financial Bid. After scrutinization of various offers of the Developers who had submitted the Bids, the Society and its Member in consultation with the PMC found the bid/ offer submitted by H. Rishabraj Realty as most appropriate and beneficial in the interest of the Society and the Members and therefore, the Society/ PMC entered into further negotiations with H. Rishabraj Realty for arriving at the final offer for redevelopment. Joint Meetings took place between the Society/ PMC and H. Rishabraj Realty and the revised terms and conditions of Redevelopment came to be agreed upon between the parties and in view thereof the Society and its Member in the Special General Body Meeting held on 24th November 2019 unanimously decided to appoint H. Rishabraj Realty as the Developer of the property to implement the Scheme of Redevelopment of the said Property. A copy of the Resolution passed by the Society and its Members in the Special General Body Meeting dated 20/10/2019 is hereto annexed and marked as **ANNEXURE "3"**. The Society vide its letter dated 20/10/2019 intimated H. Rishabraj Realty about its appointment as Developer of the Society's Property, a copy whereof is annexed as **ANNEXURE "3"**;

J. In due compliance of Redevelopment Guidelines / Policy dated 3rd January, 2009 issued under Section 79(A) of Maharashtra Co-operative Societies Act, 1960 read with Government GR dated 4th July, 2019, the Society vides its letter dated 4th November, 2019 intimated the Dy. Registrar, Co-operative Society that an Special General Meeting of the Members was Scheduled to

be convened on 24th November 2019 for passing Resolution appointing Developer for undertaking the redevelopment of the said Property and requested the Dy. Registrar, Co-operative Society in due compliance of the Guidelines to nominate and depute an Authorized Officer to attend the Meeting when Resolution appointing the Developer is to be passed. The Dy. Registrar, Co-operative Society accordingly conceding at the said request of the Society, vide its letter dated 20th November, 2019 appointed Mr. Umed Kamble as the authorized Officer to attend the Special General Meeting of the Members was scheduled to be convened on 24th November, 2019 vide its letter dated 25th November, 2019. At the said Special General Body Meeting a Resolution appointing H RISHABRAJ REALTY as Developer was passed by majority of the Members present at the Meeting in presence of the Authorized Officer. The said fact came to be recorded by the Dy. Registrar, Co-operative Society, vide letter dated 9th December, 2019 addressed to Society with a copy thereof to H. Rishabraj Realty. A copy of the said Resolution passed at the Special General Body Meeting dated 24th November, 2019 and letter dated 9th December, 2019 issued by the Dy. Registrar is hereto annexed as **ANNEXURE "4"**;

K. In consideration of the Developer having agreed to undertake the redevelopment of the said Property and discharge the obligations as recorded hereunder and providing the Existing Members of the Society the New Premises in proposed building Alternate Accommodation in lieu of their existing premises, the Society and Members have agreed to assign the Redevelopment rights in respect of the said Property to the Developer with absolute authority to utilize and consume the plot potential of the said Propertythat may be available in respect of the said Property as per the Regulations contained in the Development Control and Promotion Regulation, 2034 and the policies framed by the Municipal Corporation & MHADA as regards the redevelopment of the property from time to time;

The Developer shall be entitled to undertake redevelopment of the said Property under Regulation 33 (5) of the DCPR, 2034 for undertaking the redevelopment of the said Property and according to which the Developer shall be entitled to claim the benefit of FSI as may be permissible by MHADA under DCPR, 2034 vide Notification bearing Ref. No. TPB-

4317/629/ CR-118/2017/DP/UD-11 dated 8th May, 2018 or such other policy / Notification sanctioned by the MHADA which enables the Developer to claim the benefit of incentive FSI permissible while construction of saleable component in light of prevailing T4 policy dated 9th July, 2019 issued by the Municipal Corporation of Greater Mumbai **("MCGM")**. Accordingly, to enable the Developer to claim the benefit of such incentive, the Society and Members hereby declare confirm and undertake that the Developer is authorized to claim, avail and exploit the said incentive FSI in any way while construction of saleable component coming to its entitlement in the project and in confirmation thereof the Society and Members shall pass requisite Resolution as per T4 policy in the manner as required by the Developer;

M. The Society and its Members in the Special General Body Meeting held on _____ confirmed upon physical survey being done that the area in use and occupation of the Members is 1776.57 sq. meters equivalent to 19123 square feet as per the details provided in Annexure 2 and the same shall be considered by the Developer while computing the area to be provided as Alternate Accommodation to the Existing Members in the proposed building.

N. The Developer in consonance with the final terms and conditions agreed upon between the parties for the drafts of the Development Agreement, Power of Attorney and Agreement of Alternate Accommodationprepared and submitted the same for review and approval of the Society and its Members. The said drafts submitted were reviews by the Managing Committee and Members of the Society in consultation with the PMC suitable suggestions and comments came to be offered with after detailed discussion were incorporated in the Agreement to the extent possible and practical for the Developer to be incorporated. The final corrected draft was thereafter circulated and the same being approved, the Society and its Member vide Resolution passed at the Special General Body Meeting dated _____ accepted and approved the draft as final and further resolved that the Managing Committee comprising of Shri. NEELESH BHATIA Chairman, BHAVESH JOSHI, Secretary and SANJAY KUMAR Treasurer, _____, Committee Member and _____, Committee Member are nominated, appointed and authorized to sign.

execute and register the Development Agreement, Power of Attorney and all other documents incidental thereto including all permissions and sanctions, letters etc., required by the Developer from the Society as may be in the interest and benefit of redevelopment and further to affix the Seal of the Society on all such documents and to admit execution of the same before the Joint Sub-Registrar, and to do all necessary acts, deeds and things on behalf of the Society and its Members to redevelop the said Property. A copy of the Resolution passed at the Special General Body Meeting held on _____ is hereto annexed and marked as **ANNEXURE "5"**;

O. The parties being desirous of reducing the terms of redevelopment mutually agreed between them in writing are executing these presents.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows: -

1. **DEFINITIONS**

In this Agreement (including in the Recitals hereof, the Schedules and Annexures hereto), the following words and expressions shall have, where the context so permits, the following meaning ascribed to them:

(i) **"Agreement"** shall mean this Agreement with all its terms and conditions, Schedule, Annexures and all amendments made thereto in writing and signed by the parties hereto. In case of any inconsistency between the terms of this Agreement and any other document(s) including the bid document, the terms of this Agreement shall supersede terms of such other document(s).

(ii) **"Aggregate FSI"** shall mean the development potential of FSI consumable on the said Property and shall mean and include the present FSI and any additional FSI which may be available to be utilized and consumed on the said Property under any of the prevailing Regulation 33(5) of the DCPR, 2034 including incentive FSI permissible to be utilized as per T4 policy dated 9th July 2019 issued by MCGM vide Notification bearing Ref. No. TPB- 4317/629/ CR-118/2017/DP/UD-11 dated 8th May, 2018

and all other notifications with respect to FSI which is available till the date of execution of this present and may not have been specifically written here and/or any Special Regulations or any other Applicable Law in force either by wayof an increase in FSI in respect of the said Property or by way of incentive FSI or by way of additional FSI or by reason of change in Applicable Law or in any other manner whatsoever, subject to the terms of the present Agreement and consisting of:-

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a. The original FSI / Built-up Area utilised and exploited in respect of the Existing Buildings; and/or;

b. The FSI (present and/ or future) available due to implementation of any special incentive scheme including under the provision of Regulation 33(5), of DCPR, 2034 and/or any other Applicable Law; and/or

c. The FSI available free of cost and/or by payment of premium to the relevant authorities from time to time (including the Fungible FSI thereof); and/or

d. Transferable Development Rights ("TDR") to be utilized / exploited on the said Property under the DCPR, 2034;

e. Additional FSI that may become available on the said Property over and above the aforesaid Threshold FSI by on account of change in the policy, law, amendment in law, Notification etc., by the Authorities whether the same is subject to payment of premium or otherwise.

(iii) **"Amenities"** shall mean and include the amenities and facilities, as listed in **ANNEXURE "6"** hereto, to be provided by Developer for the benefit of the New Flats, New Building and the Society.

(iv) **"Applicable Law"** shall mean any statute, treaty, law, code, regulation, ordinance, rule, judgment, order, decree, bye- law, approval of any governmental authority, directive, guideline,

policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law.

"Approvals" shall include, with respect to the Redevelopment of the said Property, all permissions, clearance, permit, sanctions, height approval, sanctioned plans, commencement certificates, occupation certificates or completion certificates (by whatever name called), and such other approval / no objection certificate from government authority, but not limited to approvals/ permissions to be obtained from MHADA / MCGM, Revenue and Forest Department of the Government of Maharashtra, Electricity Department, Water and Sewerage Department, Fire Department, Airport Authority of India, Maharashtra Pollution Control Board, Ministry of Environment, Forest & Climate Change of the Government of India **("MOEF")**, Ministry of Civil Aviation of the Government of India, Directorate General of Civil Aviation, any other concerned statutory and Governmental Authority and such other concerned authorities as may be required under Applicable Law.

(vi) **"Architect of the Project"** shall mean S.P. Shevade & Associates, and their authorised nominees and representatives alongwith Licensed Structure Engineers, Licensed Site Supervisor, PMC, Licensed Plumber, already appointed and/or such other firms/persons, as shall be appointed by the Architect with the permission of the Society and such Architect andtheir authorised nominees and representatives alongwith their Licensed Structure Engineers, Licensed Site Supervisor, PMC, Licensed Plumber, shall submit the proposal on behalf of the Developer before various MHADA / MCGM / departments for the purpose of obtaining various Approvals for the Project.

(vii) **"Bid Document"** shall mean and include the Bid Document as submitted by Developer and shall include Revisions/ Amendments/ Addendum issued to the Bid Document by the Society and accepted by Developer and Correspondence

exchanged between the Society and Developer from the time of first submission by Developer to the Society till the date hereof in which any of the terms and conditions of the Tender/ Redevelopment have been altered / modified.

(viii) **"Carpet Area"** shall mean the area measured from internal surface of wall to wall of all the rooms of the tenement, including door jambs and column / shear walls projections beyond 1.5 m. in length and /or projection more than 75 mm in width inside any room. If the carpet area of existing Members is including internal wall, then area of all internal walls shall be added to Member allocation area if it is provided as per definition of carpet area under RERA.

(ix) **"Commencement Date"** shall be the date on which Commencement Certificate to commence development is obtained by the Developer or within two (2) months from obtaining the vacant possession from the Existing Members, whichever is earlier in point of time.

(x) **"Commencement Certificate"** shall mean the building commencement certificate issued by MHADA/ MCGM on the basis of the approved plan and Intimation of Disapproval issued for such approved plans.

(xi) **"Composite New Building"** shall mean the New Buildings / Wings to be constructed on the said Property which shall comprise of both Members New Premises as well as Developer's Premises

(xii) **"Construction Activities"** shall mean commencement of excavation or any other activity commenced in pursuance of Commencement Certificate.

(xiii) **"Consideration"** shall mean the consideration mentioned in Clause 8.6herein below.

(xiv) **"Cost of the Project"** shall mean and include all construction related civil/development cost incurred by the Developer in connection with the redevelopment of the said Property and shall include the amount spent and expenses incurred towards the payment of all taxes, duties, levies by Central Government and State Government or any Local authorities including the possible escalation anticipated in costs of construction / project costs as also amount required to be spent on demolition of the existing building, obtaining of all permissions and sanctions from concerned authorities, purchase of TDR, payment of premiums for available Fungible FSI, Incentive FSI and payment of shifting charges, hardship allowances, brokerages and all other amounts that are payable to the Members and amount spend on stamp duty and registration of this Agreement, Agreement for Alternate Accommodation etc., and providing all amenities and facilities in the New Building etc., including Tax Liabilities, GST etc., as may be levied in connection with the project.

(xv) **"DCPR, 2034"** shall mean the Development Control and Promotion Regulations, 2034 and any statutory amendment or modification or re-enactment thereof.

(xvi) **"Defect Liability Period"** shall mean period during which the Developer shall cure any defects that may arise in the construction of the New Buildings at its own costs and expenses for a period of 5 (five) years from the date of obtaining Occupation Certificate and handing over of possession of the Members New Premises in the New Building. However, such defectsshouldhave not occurred due to any repairing, renovations, and/or alterations and/or tampering of any structural membranes during fixing of any furniture and/or fixture by the existing members in the Members New Flats.

(xvii) "**Developer**" shall mean **H. Rishabraj Realty** appointed by the Society for implementing the Scheme of redevelopment of the said Property.

(xviii) **"Developer's New Flats"** shall have the meaning ascribed to the term in Clause 13below.

(xix) **"Developer's Car Parking Spaces"** shall have the meaning ascribed to the term in Clause 13 below.

(xx) **"Developer's Premises"** shall have the meaning ascribed to the term in Clause 13 herein below.

(xxi) **"Drawings"** means maps, plans and tracing or print or sketches thereof with all modification prepared by Architect of the Project and includes drawings approved in writing by the Architect/ Society and such drawing, if any, at any time furnished duly approved in writing by the Architect/ Society /PMC during the continuation of the redevelopment of the said Property.

(xxii) **"Existing Carpet Area"** shall mean the carpet area admeasuring 1776.57 sq. meters equivalent to 19123 sq. ft. in use occupation and possession of the Existing Members in the Existing Flats as provided in **ANNEXURE "2"** which is accepted as carpet area by the Parties hereto.

(xxiii) **"Force Majeure Event"** shall mean occurrence of any of the following events, viz:

a. War, riots, civil commotion or any terrorist attack/ threat;

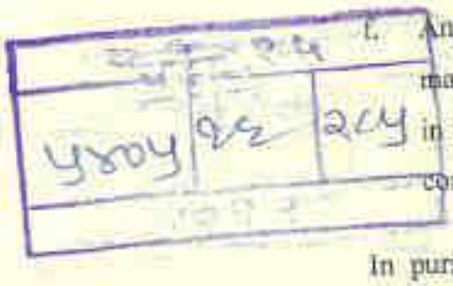
b. Act of god, which includes earthquake, cyclone, tsunami, flooding, and any other natural disaster or unforeseen naturally accruing event;

c. Any frustration of contract due to Global Pandemic COVID-19 or any other Pandemic in future.

d. Any notice, order, rule, notification of the Governmental Authority affecting the redevelopment of the said Property;

e. Any restraint and/or injunction and/or prohibition order of Court and/or any other judicial or quasi-judicial authority

and/or any statutory authority affecting the redevelopment of the said Property;



i. Any notification, change in law and/or regulations, which materially affects the redevelopment of the Property, resulting in the actual stoppage of work or prevents the Developer from constructing the New Building/s;

In pursuance whereof the Developer is prevented, restricted or delayed in the performance of its obligations as mentioned hereinabove.

Force Majeure shall not include:

i. any event which is caused by the negligence or intentional action of the Developers or its Sub Contractor or agents or employees, representatives nor any event which is diligent party could reasonably have been expected to take into account at the time of conclusion of provisions of this Agreement and avoid or overcome in carrying out of its obligations hereunder; and



ii. insufficiency of funds or failure to make any payment required hereunder or increase in prices of materials or equipment's required in redevelopment of the said Property.

(xxiv) **"Final NOC"** shall mean the no objection certificate to be furnished by MHADA for the redevelopment of the said Property in accordance with Applicable Law.



(xxv) **"Existing Members"** shall mean and include the Old and New Members as detailed Firstly and Secondly in Annexure "2" hereto, and shall mean and include their respective heirs, executors, administrators and assign permitted by the Society.

(xxvi) **"Members' New Car Parking Spaces"** shall have the meaning ascribed to the term in Clause 12 herein below.

(xxvii) **"Members New Flats"** shall have the meaning ascribed to the term in Clause 12 herein below.

(xxviii) **"New Buildings"** shall mean the New Building/s to be constructed and developed on the said Property by utilizing the Aggregate FSI and shall include the existing Member's New Flatsand the Developer's New Flats.

(xxix) **"New Flats"** shall include the Members' New Flats/ Tenements and Developer's New Flats/ Tenements.

(xxx) **"Notice"** shall mean a notice in handwritten, typed or printed characters delivered personally and obtained acknowledgement of the authorised representative of the parties or dispatched by registered post / speed post with acknowledgement due, to the address furnished by the Parties hereto from time to time.

(xxxi) **"Purchaser"** shall mean and include an Allottee as defined under RERA and shall be an individual, a partnership firm, a limited company, body corporate or any other person with whom the Developer has entered into and executed agreement/s of/for Sale for the Developer's Premises in New Building.

(xxxii) **"Project"** shall mean the Re-development of the said Property by the Developer in accordance with this Agreement by consuming exploiting and utilizing the Aggregate FSI and by undertaking the development by constructing multi-storey buildings thereon for residential and/or such other user as may be permitted under the Applicable Law.

(xxxiii) **"Re-development"** shall mean and include redevelopment of the said Property which shall include the demolition of the Existing Building/s and construction of New Buildings (which shall include the Members' New Flats, Developer's New Flats,Member'sCar parking Spaces, Developers Car Parking Spaces) together with construction of society office/s admeasuring an area as per the plans, by utilization of the

Aggregate FSI in accordance with the terms and conditions of this Agreement.

(xxxiv) **"Rental Compensation"** shall mean the monthly compensation payable by the Developer to the Members for the Temporary Alternate Accommodation for the period to be computed from the date when the Members shall vacate the existing premises and handover the possession to the Developer to facilitate the demolition of the existing building till the date of offering to hand over the possession of the Members' New Flats to the Members on or after receipt of Occupation Certificate.

(xxxv) **"RERA"** shall mean Real Estate (Regulation and Development) Act, 2016 and any statutory modification or amendment or re-enactment thereof.

(xxxvi) **"RERA Carpet Area"** shall mean the net usable floor area of a flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the flat.

(xxxvii) **"Sale"** shall mean sale on ownership basis under the provisions of RERA and the Rules framed thereunder and to receive, accept and appropriate the consideration thereof and to give full and effectual discharge for the payment received and to execute and register all necessary agreements, deeds, documents and writings in this regard.

(xxxviii) **"Site"** shall mean Sneh Sagar, The Golden Tobacco Workers Co-operative Housing Society Limited, Gulmohar Cross Road No. 12, Juhu Scheme.

(xxxix) **"Specifications"** means and include general specifications and technical specifications for Re- development as annexed hereto as **ANNEXURE "6"**. In the absence of specifications as aforesaid covering any particular work or part or portion thereof, it shall mean the relevant Indian Standard Specification or the National

Building Code for or relating to the particular work or part and /or specification approved by the Society / Architect / PMC.

(xl) **"TDR"** shall mean Transferable Development Rights as understood under the Maharashtra Regional and Town Planning Act, 1966 and the D.C. Regulations and any statutory modification, re-enactment or amendment thereof.

(xli) **"Threshold FSI"** shall mean built up area (Square Feet) of the Property.

(xlii) **"Temporary Work"** means all work such as office/ godown/ sales office, transit /labour accommodation, toilet etc., of any kind required in or about the execution, completion up to Occupation Certificate stage and as and when maintenance is required including those required during defect liability period given in the contract and to be demolished and/or removed immediately before completion of such repair works.

(xliii) **"Works"** means the permanent work and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary, supports, fittings and things of all kind to be provided as per the obligations of the Developer here under and work to be done by the Developer under the contract.

2. **PRELIMINARY:**

The parties hereto agree that: -

2.1 The Recitals, Schedules and Annexures in and to this Agreement form an integral part of this Agreement as if the same are set-out in the body of this Agreement and the parties are deemed to have recorded, repeated and confirmed the recitals recorded hereinabove, and in the interpretation of this Agreement and in all matters relating to the transaction herein, this Agreement shall be read and construed in its entirety.

2.2 In this Agreement, unless the subject or the context or otherwise requires: -

(a) References to the singular shall include references to the plural and vice-versa;

(b) References to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement (as the case may be);

(c) References to any agreement or document including this Agreement shall include such agreement or document as amended, modified, varied, innovated, supplemented or replaced from time to time in writing and signed by the duly authorized representatives of each Party and registered when required;

(d) Any reference to a statutory provision shall include such statutory provision in force from time to time, and as may be amended or re-enacted from time to time;

(e) Any reference to any one gender, masculine, feminine or neuter includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires; and

(f) Any reference to the terms "herein", "hereto", "hereof", or "thereof", and any other similar expressions mean and refer to this Agreement and not to any particular Clause of this Agreement. The terms "Recital", "Schedule", "Clause" or "Annexure" mean and refer to the specified Recital of, Schedule to, Clause of and Annexure to, respectively, of this Agreement;

2.3 The titles/captions/headings and grouping of Articles, Sections, Provisions and Clauses, if any, contained in this Agreement are