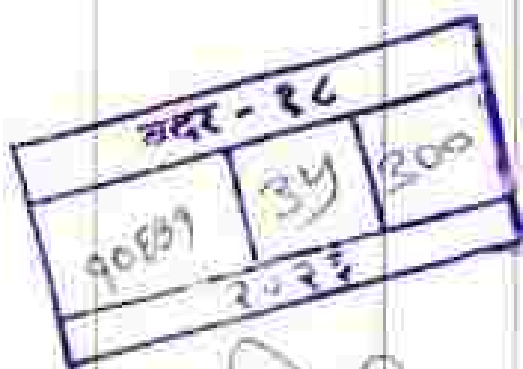


		Confirming Parties / Existing Members for surrendering his/her/their respective flat and for shifting/re-shifting, (b) compensation for allowing Developer to demolish their Existing Flats, (c) compensation to meet future maintenance expenses of their individual share in respect of the Existing Member New Flats etc. The Developer shall pay the hardship compensation in accordance with the schedule as decided herein and the Society and Confirming Parties / Existing Members shall not insist and / or call upon the Developer to pay any tranche of Hardship Compensation / other Compensation prior to the time frame as fixed in the present Agreement.
Monthly Compensation		To pay to each Confirming Parties / Existing Members, a lump sum monthly compensation @ Rs.90/- (Rupees Ninety Only) per square feet per month per member on respective Confirming Parties / Existing Members' existing carpet area for initial period of 24 months and thereafter the monthly compensation shall be paid with escalation @ 10% of last paid monthly compensation for every term of 24 months to enable the Confirming Parties / Existing Members to procure his/her/their own temporary residential accommodation / transit accommodation of his/her/their own choice; Monthly compensation for the first tenure of 24 (Twenty-Four) months shall be payable by way of monthly post-dated cheques on the date the Society hands over quiet, vacant and peaceful possession of the entire Property to the Developer. Thereafter, the Developer shall hand over 12 (twelve) post-dated cheques towards Monthly Displacement Compensation for every tenure of 12 (twelve) months. During the initial tenure of 24 (twenty-four) months, the Developer shall hand over the post-dated cheques for the next tenure of 12 (twelve) months on or before the 23rd month from the date of receipt of quiet, vacant and peaceful possession of the entire property from the Society and thereafter the Developer shall hand over post-dated cheques for every tenure of 12 (twelve) months, on or before the expiry of the 11th month



74 PRAGATI CONSTRUCTION PRIVATE LIMITED

[Signature]
DIRECTOR

For Shriang Star Co-op. Housing Society Ltd

[Signature]
Chairman

[Signature]
Treasurer

[Signature]
Secretary

of the previous tenure.

On the date of receipt of the Occupation Certificate, the Developer shall issue a Notice to Occupy to the Society on behalf of all the Confirming Parties / Existing Members (hereinafter referred to the "Notice to Occupy"). Within 30 days from the date of receipt of the Notice to Occupy, all the Confirming Parties / Existing Members shall take possession of their respective Existing Members New Flats in the new building/s. The Developer shall continue to pay the monthly compensation upto 30 days from the date of receipt of the Notice to Occupy or upto the date of possession whichever is earlier. Under no circumstances whatsoever, the Developer shall be obligated or called upon to pay the Monthly Compensation after the 30th day from the date of receipt of the Notice to Occupy irrespective of whether the Confirming Parties / Existing Members have taken possession of their respective Existing Members New Flats in the new building/s.

Confirming Parties / Existing Members will not be paid separately the deposit amount payable towards acquiring temporary accommodation during construction period;

Monthly Compensation is being paid to the Confirming Parties / Existing Members in advance vide monthly post-dated cheques. The Society on receipt of the Notice to Occupy shall inform the Confirming Parties / Existing Members to take possession of their respective Existing Members New Flats within the time frame mentioned herein. On the expiry of 30 (thirty) days from the date of receipt of the Notice to Occupy, the Confirming Parties / Existing Members of the Society shall return all the unutilized amount towards the Monthly Displacement Compensation and/or any other amount for the remaining period against taking vacant, peaceful and physical possession of the Existing Members New Flats. Further, if there is any shortfall after such adjustment, the Confirming Parties / Existing Members shall be liable to



बदर - १८		
१०८३१	३६	३००
२०२३		

For Shri. S. S. S. S.

For Shri. S. S. S. S. Co-op. Housing Society Ltd.

[Signature]
Chairman

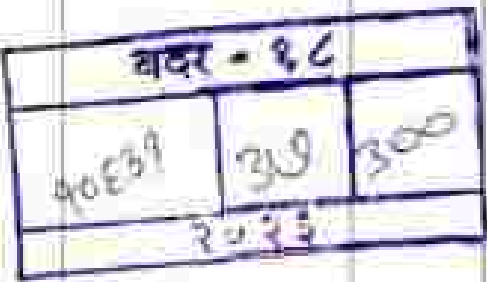
[Signature]
Treasurer

[Signature]
Secretary

For Shri. S. S. S. S. Co-op. Housing Society Ltd.

[Signature]
Director

DIRECTOR

		repay the balance amount prior to taking possession of their respective Member's New Flats. The payment of monthly compensation / penalty etc. to the Confirming Parties / Existing Members and/or the Society by the Developer beyond 42 (forty-two) months shall not be construed as automatic grant of extension of period for completion of redevelopment project. In case of delay of the payment of monthly compensation to the Confirming Parties / Existing Members, the Society shall give a Defect Cure Notice of 60 (sixty) working days within which period the Developer shall pay the monthly compensation, failing which the Developer shall be liable to pay interest @ 10 % of the monthly compensation amount together with arrears of compensation. The Developer undertakes that i) the post-dated cheques issued towards Monthly Compensation shall be honoured by the Developer's bank and that the Developer shall at no point in time instruct its bank to stop payment ii) the Developer shall maintain a sufficient balance in the account from which the said post-dated cheques have been issued. PROVIDED FURTHER that the Confirming Parties / Existing Members shall be liable and responsible to bear and pay charges for all his/her personal utility bill / maintenance in respect of his / her temporary alternate accommodation / transit accommodation used and occupied by him/her.
Shifting Charges / Transportation.		To pay to each Confirming Parties / Existing Members, a shifting charges / transportation of Rs.20,000/- (Rupees Twenty Thousand Only) on the date the Society hands over quiet, vacant and peaceful possession of the entire Property to the Developer and Rs. 20,000/- (Rupees Twenty Thousand only) shall be paid when the Confirming Parties / Existing Members receives possession of their respective Existing Members New Flats in the new building/s;

For PRANAY CONSTRUCTION PRIVATE LIMITED


DIRECTOR

For Shining Star Co-op. Housing Society Ltd.

 Chairman
 Treasurer
 Secretary

Brokerage			To pay an amount equivalent to one-month 'monthly compensation' for initial term of 24 months to each Confirming Parties / Existing Members in respect of his/her/their Existing Flats as 'Brokerage'. Brokerage for initial term shall be payable by one cheque in advance against the Society handing over quiet, vacant and peaceful possession of the entire Property to the Developer and further brokerage for next term thereafter shall be paid before expiry of 24th month of term at the time of payment of monthly compensation. There will be an escalation @ 10% on the brokerage amount for every tenure after initial term of 24 months. After expiry of initial 24 months further brokerage amount shall be deposited by single cheque in favour of respective Confirming Parties / Existing Members with the Society for distribution to its Confirming Parties / Existing Members one month in advance of each tenure.
			It shall be the sole and absolute responsibility of the Confirming Parties / Existing Members to take possession of the Existing Members New Flats within 30 days from the date of receipt of the Notice to Occupy. It shall also be the responsibility of the Society to ensure that the Confirming Parties / Existing Members comply with all their obligations as set-out herein within the time-limit as stipulated in this Agreement.
			The Developer shall not be liable to pay any compensation over and above the amounts fixed hereinabove to any of the Confirming Parties / Existing Members and/or any amount by way of deposit payable to Owner of such alternate accommodation / transit accommodation.
Amenities in Building		9.1	<u>Common Amenities / Construction Features / Facilities</u> The Developer shall provide common amenities / utilities / facilities in the property and in new building/s to be constructed on the said Property as stated in List at ANNEXURE "K". The Developer, at its sole and absolute discretion, shall be entitled to give additional and

For Shining Star Co-op. Housing Society Ltd


Chairman


Treasurer


Secretary

For POKHRA CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

			better amenities without any additional charges required to be paid by the Society or Confirming Parties / Existing Members. The Developer shall provide 08 lifts in the new buildings to be constructed on the said Property out of which one lift will be Semi-Stretcher lift. The make / brand of lift and capacity shall be as per list of amenities / tender.
		9.2	The List of Amenities in Existing Members New Flats as well as Common Amenities in the new building's and redevelopment project are indicative, not exhaustive and Developer may add latest Amenities as they may provide. At the time of fitting and fixing of any amenity is unavailable, out dated or in shortage, new brand and quality will be suggested by the Society which will be binding upon the Developer. If at any time the material's related to the furniture/fixtures to be provided as per the approved List of Amenities is/are unavailable, then the Developer shall intimate the Society about the same and shall provide a maximum of 3 (three) alternate options of equivalent brand for the selection of the Society. The Society through its Managing Committee together with its PMC shall select anyone of the alternative brands as suggested by the Developer within 15 (fifteen) days from the date of receipt of the alternative suggestion from the Developer and the Developer shall thereafter use said alternative brand.
		9.3	Subject to the terms of this Agreement, the Developer shall adhere to the specifications, designs, quality, etc. of the amenities as specifically stated in ANNEXURE 'A' to this Agreement unless otherwise agreed by and between the parties hereto. However, the work shall be executed in accordance with best modern practices. All codes and standards referred to in those specifications shall be latest revision thereof.
		9.4	It is agreed that all amenities in the Existing Members New Flats and the Developer's Entitlement / Sale Components, as well as common amenities and



वदर - १८		
०६/०९	३६	३००
२०२३		

For PRALYACONSTRUCTION PRIVATE LIMITED

[Signature]
DIRECTOR

For Shining Star Co-op. Housing Society Ltd.

[Signature]
Chairman

[Signature]
Treasurer

[Signature]
Secretary

			construction specification and features, facilities, workmanship, construction, quality of raw material, building material, etc. as provided to in new buildings comprising of Existing Members New Flats and the Developer's Entitlement / Sale Components shall be identical and of same standard.
Society Office, Gymnasium, Watchman Cabin, common Toilet etc.		9.5	The Developer shall endeavour to provide at its own cost and expenses (furnished) a society office with maximum carpet area as per DCPR 2034. The Developer shall also endeavour to plan and provide fully equipped gymnasium, Watchmen's Cabin (either portable or fixed), Common Toilet Facility for Watchman / Servants / Staff with minimum carpet area as per DCPR 2034, subject to space constraints. All the aforesaid common amenities shall contain all amenities as agreed in this Agreement.
Rain Water Harvesting		9.6	The Developer has also agreed to provide rain water harvesting as per norms and/or DCPR 2034 and/or HOD conditions.
<u>Article X</u>			<u>Pre-Construction Duties</u>
Submission of Draft Building Plans for Society's prior approval		10.1	The Developer has already submitted to the Society, final MCGM Building / Elevation Plans and Designs of the proposed new buildings for their review, consent, approval and verification of the area and location of Existing Members New Flats to be allotted to them. The Society has also approved the aforesaid Plans and documents in the SGBM dated 24 th November, 2021. The said Minutes of the SGBM Meeting dated 24 th November, 2021 of the Society is annexed hereto as ANNEXURE -H-
बदर - १८ Submission of plans to Competent Authority 2023		10.2	The Developer has already submitted the plans to the Competent Authority for approval and sanctions. The Developer will not modify the plans approved by the Society. Any amendment or modification in plan not authorised by the Society will not be binding upon the Society and will be considered illegal. The Developer shall take prior approval of Society for every amendment

For Shining Star Co-op. Housing Society Ltd.

Chairman

Treasurer

Secretary

For Shining Star Co-op. Housing Society Ltd.

Chairman

SECRET

			before submission of plans for amendments. However, no such approval of the Society and / or the Confirming Parties / Existing Members would be required if the same has been necessitated by reason of change of any law / policy / regulation or by reason of planning constraints. Furthermore, the Developer would not be required and the Society as well as the Confirming Parties / Existing Members shall not insist upon the Developer to obtain any prior approval of the Society and / or the Confirming Parties / Existing Members for amendment / change / modification of any plans pertaining to the Developer's Entitlement / Sale Components. The Developer shall ensure that external outlook / elevations / appearance / finishes of building (i.e., Existing Members New Flats & Developer's Entitlement / Sale Components) shall be same and there shall be no exceptions to these conditions.
		10.3	The plinth of new building's should be at least 6.2 feet above the road level so that there is no water seeping inside the compound of the building's, if permissible by the competent authorities.
Purchase of TDR / Premium Paid Additional FSI / Fungible FSI		10.4	The Developer shall at his costs, charges and expenses purchase and acquire in the name of Society required development right certificate (D.R.C.) commensurate with 0.7 admissible TDR FSI potential in combination of incentive FSI prevailing under DCPR 2034 Regulation No. 33(7)(B) plus 0.5 additional FSI by paying premium Plus 33% Fungible FSI making upper cap of 3.375 FSI (inclusive of fungible FSI) as per modified regulation of DCPR 2034 plus any FSI available by reason of Set-back area. It is expressly agreed that the Developer shall at its costs, charges and expenses acquire the initial Intimation of Disapproval (IOD) of 1.5 FSI + Fungible FSI. The Developer shall purchase full TDR in the name of the Society at its costs, charges and expenses on or before the date on which the Society hands over quiet, vacant and peaceful possession of the entire Property to the Developer and shall procure the IOD with the complete development potential on the construction of the first



बदर - १८		
१०६३१	४९	२००
२०२३		

For PRANAV CONSTRUCTION PRIVATE LIMITED

DIRECTOR

For Shining Star Co-op. Housing Society Ltd.

Chairman

Treasurer

Secretary

			habitable floor. The Developer shall pay stamp duty or any other taxes, duties and levies on the agreement, which is related to the development right certificate. The Developer shall not call upon the Society to reimburse any amount for acquiring D.R.C. or premium paid additional FSI or fungible FSI and to do all incidental things as required under law and also as stated hereinabove. The Developer shall not be entitled to sell and transfer the D.R.C. in whole or in part to any third party and the same shall remain property of the said Society. The Developer shall submit TDR Purchase Agreement / Form such as MCGM Agreement for Deduction of TDR duly stamped, "U" Form duly notarised, copy of DRC along with proof of deduction and endorsement of the FSI on society's plot.
		10.5	The Developer shall be entitled to modify and/or amend building plans, structural plans, design, specification, etc., without the need of any approval / consent of the Society and / or the Confirming Parties / Existing Members, in the event of any change or deviation being necessitated due to structural, technical or by reasons of requisitions of the Competent Authority PROVIDED THAT the area and location of the Existing Members New Flats shall not be reduced and the amenities thereof specified shall not be changed under any circumstances.
Intimation of Disapproval (IOD)		10.6	Within a period of 6 (Six) months from the date of submission of plans to the Competent Authority for sanction and approval, the Developer shall endeavour to obtain IOD of base FSI subject to Force Majeure circumstances mentioned herein the said Development Agreement. The Developer shall alone be liable and responsible to comply with all terms and conditions of IOD and other permissions and sanctions in respect of the project.
		10.7	The Society shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, amended plans, design, elevation and specification plans, layout plans, Declaration's affidavit's

For Shining Star Co-op. Housing Society Ltd.


Chairman


Treasurer


Secretary

For PRINCE CONSTRUCTION PRIVATE LIMITED


Director

Director

bond/s, deeds, authorities and other writings as may be necessary or required to enable the Developer for development of the property and to obtain approvals and sanctions of the MCGM, and/or other Competent Authority.

On the date of receipt of the IOD from the MCGM, the Developer shall issue a Notice to Vacate thereby calling upon the Society to hand over quiet, vacant and peaceful possession of the entire Property including the Existing Flats of the Confirming Parties / Existing Members to the Developer within 30 (thirty) days from the date of receipt of the Notice to Vacate (hereinafter referred to as the **Notice to Vacate**). Along with the Notice to Vacate, the Developer shall forward the copies of the sanctioned plans and the IOD obtained from the MCGM as well as the draft of the Consent Letter to be executed by all the Confirming Parties / Existing Members. Within 7 (seven) days from the date of receipt of the Notice to Vacate, the Society shall obtain as well as submit to the Developer the Consent Letters duly executed by all the Existing Members / Confirming Parties. It shall be the sole and absolute responsibility of the Society to obtain and submit consent letters duly executed by all the Existing Members / Confirming Parties.

Within 7 (seven) days from the date of receipt of all the Consent Letters from the Society, the Developer shall proceed to execute and register the Individual Permanent Alternate Accommodation Agreement in favour of all the Confirming Parties / Existing Members. It shall be the sole and absolute responsibility of the Society to ensure that the Confirming Parties / Existing Members remain present in the office of the concerned Sub-Registrar of Assurances on such date and time as fixed and communicated by the Developer in advance. It is explicitly agreed between the parties that the Developer shall not be responsible in the event any of the Confirming Parties / Existing Members fails to remain present for the execution and registration of his / her / their Individual



बदर - १८		
१०६७९	४३	१३००
२२२३		

By FRANK CONSTRUCTION PRIVATE LIMITED

[Signature]
DIRECTOR

For Shining Star Co-op. Housing Society Ltd.

[Signature]
Chairman

[Signature]
Treasurer

[Signature]
Secretary

Permanent Alternative Accommodation Agreement. After the execution and registration of the Individual Permanent Alternative Accommodation Agreement, the Developer shall distribute the post-dated cheques towards Hardship Compensation, Monthly Displacement Compensation, Shifting Charges and Brokerage with the Society and the Society shall in turn hand over and distribute the respective cheques to the respective Confirming Parties / Existing Members. It is explicitly agreed between the parties that the Confirming Parties / Existing Members shall not deposit the post-dated cheques towards Hardship Compensation, Monthly Displacement Compensation, Shifting Charges and Brokerage prior to the time-line as agreed and recorded in the present Agreement.

In the event, any Confirming Parties / Existing Members fail to execute and hand over the Consent Letter within the time-line as fixed herein, then the Society shall inform the Developer about the same. In such an event, the Developer shall proceed to execute and register the Individual Permanent Alternative Accommodation Agreement within 7 (seven) days from the date of receipt of the Consent Letters from the Society in favour of all the Consenting Members. After the execution and registration of the Individual Permanent Alternative Accommodation Agreement, the Developer shall distribute the post-dated cheques towards Hardship Compensation, Monthly Displacement Compensation, Shifting Charges and Brokerage to the Society for the same to be distributed amongst all the Consenting Members, however, the Consenting Members shall not deposit the said post-dated cheques till such time, the quiet, vacant and peaceful possession of the entire Property is not handed over to the Developer for redevelopment.

Any Confirming Parties / Existing Members, who fails to execute and submit the Consent Letter in favour of the Developer shall commit a breach of the terms of the present Agreement and the Society with the assistance of the Developer shall be at liberty to initiate requisite legal

नदर - १८		
२०८३१	४४	३००
२०२३		

For Shining Star Co-op. Housing Society Ltd.

[Signature]
Chairman

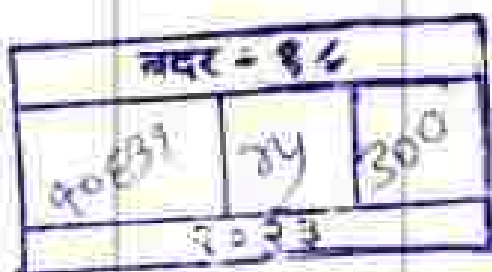
[Signature]
Treasurer

[Signature]
Secretary

For Project Construction Private Limited

[Signature]
DIRECTOR

			action/s against such Dissenting Member/s to ensure the compliance of the terms of the Development Agreement. The cost of such litigation / legal action (if any) shall be borne by the Developer.
Article XI			Possession of Existing Flats
Vacating Flat by Existing Members		11.1	Within 30 (thirty) days from the date of receipt of the Notice to Vacate, the Confirming Parties / Existing Members shall hand over quiet, vacant and peaceful possession of their respective Existing Flats to the Society and the Society shall in-turn hand over quiet, vacant and peaceful possession of the entire Property to the Developer for undertaking the redevelopment in terms of the present Agreement. It is agreed by and between the Parties that the Developer will start paying the Relationship Compensation, Monthly Displacement Compensation, Shifting Charges and Brokerage to each of the Confirming Parties / Existing Members once the Society hand over vacant, peaceful and physical possession of the entire Property to the Developer.
		11.2	The Confirming Parties / Existing Members are at liberty to take away his/her/their furniture, fixture and fittings from his/her/their Existing Flats.
		11.3	The Developer agrees and understands that the handing over of Existing Flats by the Confirming Parties / Existing Members is on the understanding that the said temporary accommodation acquired by the Confirming Parties / Existing Members shall not amount to surrendering their rights qua their Existing Flats and Membership in the Society.
		11.4	Provided further that any occupation by the Confirming Parties / Existing Members under this arrangement as and by way of temporary accommodation shall not prejudice the rights of the Confirming Parties / Existing Members to get against the surrender of temporary accommodation the Existing Members New Flats intended to be allotted in lieu of Existing Flats, to get specifically enforced.



For FRANCHISEE/CONFIRMING PARTIES

DIRECTOR

For Shining Star Co-op. Housing Society Ltd.

Chairman

Treasurer

Secretary

Consent of Existing Members		11.5	It will be the Society's responsibility and liability to attend and to deal with non-cooperative member/s and obtain their consent / no objection and the Developer shall assist and extend their full cooperation.
Default by member to vacate his/her flat		11.6	In the event if any of the Confirming Parties / Existing Members fail to vacate his/her/their respective flats within the time stipulated herein, such defaulting Confirming Parties / Existing Members shall be solely liable and responsible to pay to the Society a sum of Rs.10,000/- (Rupees Ten Thousand Only) per day towards liquidated penalty and to the Developer a sum of Rs. 20,000/- (Rupees Twenty Thousand Only) per day towards penalty from the expiry of written notice period given by the said Society till the date of its handing over. This shall be without prejudice to the rights of the Society and/or Developer to initiate other legal proceeding against such defaulting Confirming Parties / Existing Members to hand over peaceful, physical and vacant possession of his/her/their respective flats for redevelopment and/or to claim damages on account of delay. Such amount shall be treated as arrears and shall be recovered from the compensation payable to the concerned member/s. The Developer shall not withhold any monetary compensation amounts payable to other members of society on account of default of non-cooperating member.
Article 111			<u>Possession of Property</u>
Handing over possession of Property to Developer		12.1	Within 30 (thirty) days from the date of receipt of the Notice to Vacate, the Society shall handover vacant, peaceful and physical possession of the said Property to the Developer with permission to the Developer and their contractors, professionals, and all persons authorised by them to enter upon the said Property in terms of this Agreement.
		12.2	If there is a delay on the part of Confirming Parties/Existing Members to vacate and handover peaceful and physical possession of his/her/their respective flats resulting in withholding the handing over of the vacant,

बदर - १८		
१०८३१	४६	३००
२०२३		

For Rising Star Co-op. Housing Society Ltd

Chairman

Treasurer

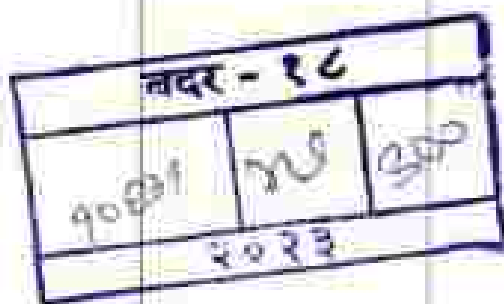
Secretary

For PUNJAB CONSTRUCTIONS PRIVATE LIMITED

2222

DIRECTOR

			peaceful and physical possession of the said Property to the Developer, then the Society shall assist and co-operate in every possible manner to ensure that the Developer is provided vacant, peaceful and physical possession of the said property and until then the Developer shall not be entitled to pay any of the agreed compensation/amounts as agreed under the said agreement.
Developer's Possession is that of Licensee		12.3	It is agreed by and between the parties hereto that the lawful possession of property shall always remain with the Society and the Developer, their contractors, professionals, and all persons authorised by them shall enter the property only as 'Licensee' of the Society. The Developer shall subject to 24 hours prior intimation give necessary facility to the said Society and its Consultant or its representative for inspection, examination and test of the materials and workmanship.
		12.4	The Developer's permission and license to enter and remain on property as Developer shall come to an end immediately upon the completion of the Redevelopment Project in terms of this Agreement and thereafter the Developer shall not have any right in the said Property or any part thereof save and except their rights as Owners/Developers/Members of unsold Developer's Entitlements / Sale Components if the Redevelopment Project is completed in the manner and in terms of this Agreement.
Article XIII			Demolition of Existing Building
		13.1	After receiving vacant, peaceful and physical possession of the said Property as a licensee, the Developer shall be entitled to demolish and/or pull down the Existing Building/s in the manner provided in contract documents without causing any damage to any other adjacent property or occupants thereof and all such demolition work will be done only after obtaining required permission and sanction from the competent authority.



For PAMAY CONSTRUCTIONS PRIVATE LIMITED

[Signature]
DIRECTOR

For Shining Star Co-op. Housing Society Ltd.

[Signature]
Chairman

[Signature]
Treasurer

[Signature]
Secretary

		13.2	All costs, charges, and expenses in relation to demolition of the Existing Building/s and clearing the debris shall be borne and paid by the Developer alone. The amounts receivable from the sales of the Debris shall be the sole entitlement of the Developer and the said Society and/or any of the Confirming Parties/Existing Members shall not have any claim in any manner over the same.
		13.3	The Developer shall carry out all investigations including locating services lines such as electricity, gas, Water supply pipe lines, SW drains, sewerage lines, etc. and apply to concerned authorities and dismantle or disconnect the same at its own costs.
<u>Article XIV</u>		<u>Commencement Certificate</u>	
Commencement Certificate (CC)		14	Within a period of 90 days from the date of handing over of the said Property, the Developer shall obtain plinth level CC, in respect of proposed new buildings to be constructed on the said Property. Thereafter, all further CC's will be obtained within a period of 6 months from the date of Plinth Level CC.
<u>Article XV</u>		<u>Commencement of Construction Work</u>	
Commencement of Construction		15.1	Immediately after obtaining Commencement Certificate and all other required approvals, permissions and sanctions, the Developer shall commence the development and construction work on said property subject to Force Majeure Conditions mentioned herein.
Project Completion Period		15.2	The Developer shall complete the redevelopment project as envisaged in this Agreement within a period of 42 months (which is inclusive of the grace period of 6 months) from the date of receipt of the Plinth Level Commencement Certificate however the same shall be subject to Force Majeure Conditions mentioned herein.
<u>Article XVI</u>		<u>Project Execution and Administration</u>	
		16.1	The Developer shall develop the said Property and carry out the entire construction work at his own risk and responsibility and at their own costs, charges, and

For Shining Star Co-op. Housing Society Ltd.


Chairman


Trustee


Secretary

For FENSA CONSTRUCTION PRIVATE LIMITED


DIRECTOR

DIRECTOR

बदर - १८		
90697	१८	300
Article XVI 23		

			expenses by constructing new building/s thereon as per approved and sanctioned plans / specifications. For the said purpose, the Developer shall be entitled to appoint Architects, Engineers, Surveyors, Contractors, Agents and other personnel and shall be entitled to take all such steps as may be necessary or incidental for such development and construction work at his own costs and expenses and for that purpose the Society shall extend all necessary co-operation to the Developer including signing of all Building Permission Applications, Appointment Letters of Professionals, applications, affidavits, declarations, indemnity bond, irrevocable power of attorney, NOCs and other writings etc. as may be required and demanded by any authority concerned in respect of development of said Property.
		16.2	The Developer shall in consultation with Society / PMC decide the design, specification, planning, location, internal and external colour scheme in respect of new building/s, however, the same shall be subject to the approval and/or sanction of Municipal Corporation of Greater Mumbai and/or the requisite planning authority. It is agreed that inputs with respect to the above-mentioned purposes of the Society and/or the Confirming Parties/Existing Members shall be considered, however, the Developer shall not be obligated to accept all the inputs of the Society / PMC / Confirming Parties / Existing Members.
		16.3	The Developer shall provide the Society with information in connection with development as construction progresses and/or whenever requested by the Society.
		16.4	The Developer shall not commence construction or development of the property or any construction, work, development or activity associated with or required for the construction or development of the property (including but not limited to demolition of existing building and excavations), either within or external to the said Property, until all permissions, approvals, sanctions, licences,



गवदर - २८		
१०६३१	४८	३००
२०२३		

SHIRDI CO-OP. HOUSING SOCIETY LTD.

For Shiradi Star Co-op. Housing Society Ltd.

DIRECTOR

Chairman

Treasurer

Secretary

			certificates etc. is obtained by Developer in that respect.
		16.5	The copies, duly certified by Architect of Developer, of the Building Plans, Elevation, Specifications, Certificate, Licenses, NOC's, Permissions, and Approvals pertaining to Redevelopment Project shall be submitted to the Society and PMC each for their records, as soon as the same are obtained during the construction period. During project period the original licenses, permission, approvals, plans etc., shall remain with the Developer, however, the original of all such documents shall be the property of the Society and will be handed over to the Society simultaneously upon completion of redevelopment period.
		16.6	The Developer agrees and undertakes to adhere to those specifications, designs, quality as regards to Civil Work, General Work, Plumbing Work, Electrical Work, Lifts, landscape, etc. stated in this Agreement, Offer submitted by Developer and other agreement/s incidental hereto. The Developer shall adhere to the specifications of all the items of work in structural and non-structural parts of the works coming under purview of this Agreement and other agreement/s incidental hereto. The work shall be executed in accordance with best modern practices.
		16.7	The entire development work in respect of the said Property shall be carried out by the Developer in good workmanship like manner and accordance with the plans and sanctioned by the MCGM and other concerned authorities and while carrying out construction work, the Developer will strictly comply with the building rules and bye laws, conditions of RCD, permission, licenses, NOC's, orders and directives, that may from time to time be issued in regard to the construction work by ~~relevant~~ concerned authorities.
		16.8	The Developer shall before commencing the work of demolition on the said Property, disconnect services of all electric supply, water supply, gas supply on the property and in the buildings.

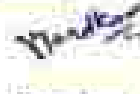


अदर - १८		
१०.६३	५०	३००
१०२३		

For Shining Star Co-op. Housing Society Ltd

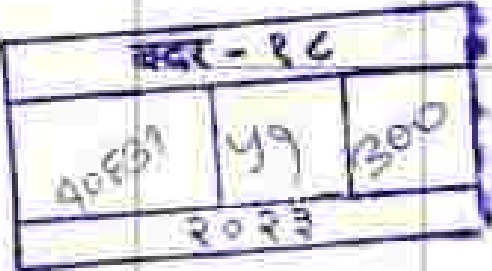

Chairman


Treasurer


Secretary

For PRISM CONSTRUCTION PRIVATE LIMITED


22/02/23

		16.9	The Developer shall be entitled to connect the new lines to any of the existing services utility lines such as sewerage, storm water, and drains and obtain new electric, water, gas, telephone lines and services to provide such facilities and services in new building as contemplated in this Agreement. The Developer has to bear the expenses for disconnections of the electric meter, piped gas, water line and for providing new electricity, pipe gas and water connection and Meters for all the flats and other required area in the new building to be constructed by the Developer including provisions of substation if required. The Deposit payable to respective authorities for connections of all services and utilities including for disconnection will be borne by the Developer. It is further agreed that certain portion of the said Property is required to construct electricity Sub-station/Gas Junction as mentioned hereinabove which portion has to be leased to the concerned authority, as the case may be. The Society with respect to the connections or benefits mentioned hereinabove shall execute Lease document as may be required by the authority.
		16.10	The Developer shall use reasonable care in the performance of its duties hereunder, which performance in all respects and at all times shall be carried out to the same extent and with the same degree of care and quality as the Developer would exercise in the conduct of its own affairs. The Developer agrees to apply prudent and reasonable business practices in the performance of its duties hereunder and shall exercise that degree of skill, competence, quality and professional care rendered by the leading and reputable companies performing the same or similar type of development work.
		16.11	The Developer shall bear all market risk and financial burden due to any changes in legislation and rules and regulation resulting in or likely to result in fulfillment of his obligation under this Agreement.
		16.12	The Developer shall, at all times during the progress of the

By **PRINCE CONSTRUCTION PRIVATE LIMITED**



DIRECTOR

11/07/23

For **Shining Star Co-op. Housing Society Ltd.**


Chairman


Treasurer


Secretary

			work, take all requisite precaution and use his best endeavors for preventing any riotous behavior by or amongst the workers and others employed on the works and for the preservation of peace and protection of the inhabitants and the security of property in the neighborhood of the works.									
		16.13	All soil, filth and other matter of an offensive nature taken out of any excavation trench, sewer drain, cesspool, or other place shall not be deposited on the surface but at once carted away by the Developer. The Developer shall completely remove and satisfactorily dispose of all temporary works to the extent directed after completion of the agreement. The Developer shall satisfactorily dispose of all rubbish resulting from the operation under this agreement and shall do all the work necessary to restore the territory embraced within the site of his operations to at least as good order and conditions as at the beginning of the work.									
Sample of Amenity / Fixture / Fitting and its Approval		16.14	The Developer shall submit the following samples and relevant information to PMC and Society before its use in the Construction: -									
			Subject to Clause 9.2 of the present Agreement, the samples of all amenities, furniture, fixtures, fitting materials to be used and installed will be inspected and approved by the said Society's PMC in writing within 15 days of such intimation. All Existing Members New Flats in the new building/s on the said Property will be in conformity with such approved sample flat;									
<table border="1"><tr><td colspan="3">बदर - १८</td></tr><tr><td>१०६३१</td><td>५२</td><td>३००</td></tr><tr><td colspan="3">२०२३</td></tr></table>			बदर - १८			१०६३१	५२	३००	२०२३			Each sample shall indicate its brand name and its intended use.
बदर - १८												
१०६३१	५२	३००										
२०२३												
			The Managing Committee Members of the Society through their PMC shall, with 24 hours prior written intimation, have free access to the work and other places where materials are being prepared/obtained/tested for construction. No other person shall be allowed on the									

For Shining Star Co-op. Housing Society Ltd.


 Chairman


 Treasurer

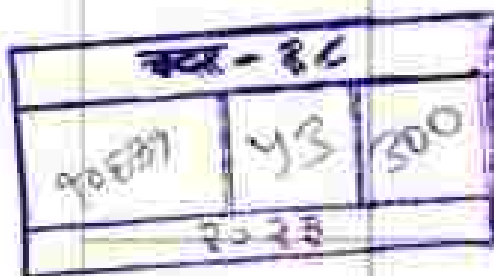

 Secretary

For SHIL AGONYE HOUSING SOCIETY LIMITED


 2023

DIRECTOR

			worksite without written permission from the Society. In case if any defects are observed, the same shall be intimated to the Developer and the Developer will rectify/justify the same within 30 (thirty) working days of such intimation at the satisfaction of the Society's PMC. The PMC and/or the Managing Committee of the Society at no point in time shall obstruct any construction work / activity as undertaken by the Developer. The PMC would explicitly provide details of the defects as observed by them and shall provide reasonable explanation to back the same. The Developer shall not be required to rectify any defects, if the explanation as provided by the PMC and/or the Managing Committee of the Society is found to be unreasonable.
		16.15	During the progress of construction work on the said Property the Developer shall exercise without limiting the generality of any provisions of this Agreement and those contained in individual Agreements, perform the following duties in respect of the project at their own costs, charges and expenses:
		a.	Consult with Society regarding proposed changes and modifications to the plans pertaining to the Existing Members New Flats and execute further construction as per changes approved in writing by Society of the affected party (Confirming Parties / Existing Members). The Developer shall ensure that all changes in the project are implemented through written change order signed by the Society. The Developer shall not be required to obtain any prior written change order signed by the Society or any approval from the Society and the affected Party; in the event such changes are necessitated by reason of any planning constraint or by reason of any change in law, rules, regulations, policy of the Government / Planning Authority till such time that there is no reduction in the area of Existing Members New Flats;
		b.	Consult with the PMC and Society if they or their contractor or subcontractor, employees, agents,



For PRANVI CONSTRUCTIONS PRIVATE LIMITED

[Signature]
DIRECTOR

For Shining Star Co-op. Housing Society Ltd.

[Signature] *[Signature]* *[Signature]*
Chairman Treasurer Secretary

			professionals' requests for interpretations of the meaning and intent of the provisions of this Agreement, and other Documents or for resolution of any questions which may arise. Joint interpretation of the Society's PMC as well as the Developer shall be binding on Developer and his Consultants / Professionals. However, if there is any contradiction in the interpretation of the Developer and the Society's PMC, the interpretation of the Developer shall have a superseding effect on the interpretation of the Society's PMC;
			c. The PMC of Society shall be entitled to technically examine and audit the work at regular intervals to check quality, compliance with specification, technical requirement and other conditions. Short-comings brought out by PMC to the Managing Committee will be conveyed to the Developer along with requisite justification and the Developer shall, subject to the terms of this Agreement, rectify/justify any such shortcomings;
			d. Attend meetings, as and when required by Society, which will if required be attended by representatives of Architect, Contractor, Advocate, and other key parties or their respective representatives for any issues or matter relating to project;
			e. The Developer shall make application for and seek to obtain and keep in full force and effect all necessary approvals, licenses, certificates and permits, and shall endeavour to perform such acts as shall be reasonably necessary to effect compliance by them with all laws, rules, ordinances, statutes, and regulations of any governmental authority applicable to the project. Upon receipt of Society's written request, the Developer shall seek to obtain any variances, amendments or modification in plans or other documents as are necessary or appropriate to cause the project to be in compliance with applicable codes, laws, regulations and ordinances;
			f. Comply or cause to comply with all Governmental Requirements relating to the development on the said



बदर - २८		
१०५७१	५४	३००
२०२३		

For Shining Star Co-op. Housing Society Ltd.

Chairman

Treasurer

Secretary

FLIPDAV CONSTRUCTION PRIVATE LIMITED

Representative

DATE