

2.2.3 Any grammatical form of a defined term herein shall have the same meaning as that of such term;

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

2.2.5 references to the word "include" or "including" are deemed to be followed by the words "without limitation";

2.2.6 All annexes/schedules appended to this Agreement or executed by the parties pursuant to this Agreement form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and references to this Agreement include the annexures.

2.2.7 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 shall be deemed to have been duly performed if it is performed on the working day immediately succeeding the last holiday.

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;

The headings of recitals or clauses of this Agreement are merely to facilitate the easy perusal of this Agreement and do not/should not be construed to define, explain, limit, extend or interpret the scope

बदर - १८		
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११/११/११		



Society	A-1	A-2	A-3	A-4
DM RHP	RG	S.M.		
A-5	A-6	A-7	A-8	B-1
RHP	affair	SNE SNE SNE	SNE AL	MDave
B-2	B-3	B-4	B-5	B-6
DA Wt	SNL		J. N. S. S. S.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		Signature	

of the recitals or clauses hereof.

3. GRANT OF DEVELOPMENT RIGHTS-

3.1. The Society, for itself and for/on behalf of all its members, hereby grants to the Developer and the Developer hereby accepts the complete and exclusive rights and entitlements, free from all encumbrances, claims and demands in respect of the Redevelopment of the Property subject to the terms contained in this Agreement.

3.2. In consideration of the grant of Redevelopment rights in respect of the said Property to the Developer, the Developer has agreed to the following: -

3.2.1. to utilize the Society's Retained Area in the construction of the Members' New Flats for the Members, free of costs as per terms herein

3.2.2. to pay to the Members Hardship Compensation @ Rs.2,000/- (Rupees Two Thousand Only) per square foot carpet area of the Members' Existing Flats (as per terms herein and total amount by that are mentioned in **Annexure "J"** hereof);

3.2.3. to pay to each Member, Displacement Compensation (to enable Members to arrange for and reside in a temporary accommodation) being (i) A rental compensation towards temporary accommodation calculated from the License Date till the expiry of 30 (thirty) days from the date of receipt of the Notice to Occupy from the Developer.

It is agreed between the parties that in the event the 30 (thirty) days' notice period is expiring anytime during the month following the



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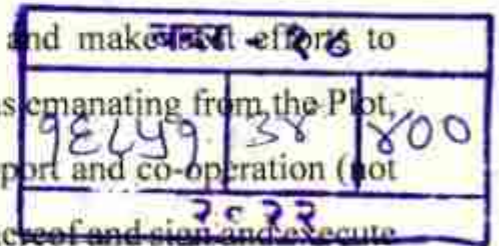
Society	A-1	A-2	A-3	A-4
DM RHP	<i>[Signature]</i>	<i>[Signature]</i>	S.M.	<i>[Signature]</i>
A-5	A-6	A-7	A-8	B-1
RHP	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
B-2	B-3	B-4	B-5	B-6
DA W	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		<i>[Signature]</i>	<i>[Signature]</i>

month of the Notice to Occupy, then the Members shall be entitled to receive the Displacement Compensation till the expiry of the immediate next month of the Notice to Occupy. However, the Members shall not be entitled to receive the Displacement Compensation beyond 30 (thirty) days from the date of receipt of the Notice to Occupy, if the Member/s is/are in the position to terminate and vacate their temporary accommodation and take the possession of their new flat/s in the proposed new building within 30 (thirty) days from the date of receipt of the Notice to Occupy, (ii) a non-recurrent one-time lump-sum packing/ shifting/ transportation allowance, (ii) a non-recurrent one-time lump-sum compensation to meet stamp duty/ registration expenses, brokerage, and other expenses that the Members may incur towards temporary accommodation (detailed provisions of which are mentioned in Section 11 hereof).



It is agreed by and between the parties that the Developer shall not be obligated to pay the Displacement Compensation and/or any other Compensation till such time the quiet, vacant and peaceful possession of the entire property is not handed over by the Society and/or Members to the Developer in terms of this Agreement;

3.4. The Developer shall, at its costs, endeavour and make every effort to procure the maximum Development Potential as emanating from the Plot, and the Society shall extend all reasonable support and co-operation (not requiring the expenditure of funds) in respect thereof and sign and execute all documents, agreements, writings, etc. Out of the Development



Society	A-1	A-2	A-3	A-4
DM RHP	IF	MG	S.M.	8
A-5 RHP	A-6 M. J. J.	A-7 SNE SNE SNE	A-8 SNE AL	B-1 M. J. J.
B-2 DA W	B-3 AL SNE	B-4 W	B-5 J. N. S. N.	B-6 DM
B-7	B-8 A.B.M	B-9	B-10 S. N. S. N.	Developer

Potential, the Society shall retain 1.421 times the usable Plot FSI which shall generate 15723.08 square feet MOFA Carpet Area being 16432 square feet RERA Carpet Area (herein referred to as the "**Society's Retained Area**") which shall be utilized by the Developer in the construction of the Members' New Flats free of all costs and expenses, while the balance of the Development Potential shall belong absolutely to the Developer and the Developer shall be entitled to utilize and deal with the same in accordance with this Agreement (herein referred to as the "**Developer's FSI**").

3.5. In view of the Developer incurring and agreeing to incur the substantial obligations and liabilities (financial and otherwise) set out herein besides which the Society is being provided the lien rights to the Retained Developer's Flats (as detailed in this Agreement) to ensure completion in case of default, after the Developer has got the plans of the Development Potential approved within the timelines as stated herein, this Agreement

of the Power of Attorney given in pursuance hereof cannot be terminated by the Society. However subject to terms of this agreement the Society shall have the right to terminate this Agreement for the default(s) of the Developer;

It is clarified that: -

3.6.1. The Plot is not transferred and is not intended to be transferred by the Society to the Developer under this Agreement.

3.6.2. Title to the Plot is being retained by the Society and will continue to vest with the Society.

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२०२२	

Society	A-1	A-2	A-3	A-4
DM RHP	TFC	M.G.	S.M.	SA
A-5	A-6	A-7	A-8	B-1
RHP	M.G.	SA SA SA	SA SA	M.D.
B-2	B-3	B-4	B-5	B-6
DA WA	SA SA	M	f A. K.	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		SA SA SA	

3.7. It is further clarified that-

3.7.1. the Society and the Members shall not be responsible for any changes in D.C.P. Regulations which results in reduction in Development Potential and under no circumstances, the area of the Members' New Flats and/or the amounts payable/paid to the Society and Members under the terms of this Agreement shall be reduced. Consequently, any benefits arising out of any amendment in the D.C.P. Regulations without the total FSI increasing beyond 3.375 of the plot size or any circular/ orders including incentive FSI/ benefits arising out of Regulation 33/7(B) of D.C.P. Regulations (still within the same cap of 3.375), FSI or any benefits that the authorities may grant in respect of road set-back area, the Developer can use the same (all within the same cap of 3.375) and the entire FSI potential under DCP Regulations upto the Occupation Certificate of the New Building is provided. However, if there is any compensation payable by any statutory authority towards the road set back benefit the same shall be payable to the Society. However, the Developer undertakes that they shall not develop the said Property under any Slum Rehabilitation scheme, Public-parking scheme or under any MHADA scheme, and the New Building will strictly be for residential use.

In the event, any part of the Development Potential is not utilized in the Project at the time of receipt of the Full Occupation Certificate of the New Building, the right of the Developer to

बदर - २८	
१६५९	३६४००
२६३३	

Society	A-1	A-2	A-3	A-4
DM RHP	IF	MG	S.M.	SM
A-5	A-6	A-7	A-8	B-1
RHP	Mfain	SNE SNE SNE	SNE AR	Mdane
B-2	B-3	B-4	B-5	B-6
DA W	AR SNE	100	f n SNE	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		(SNE SNE SNE) SNE	Shah

utilize the residue of the Development Potential shall immediately lapse to all intents and purposes and the same shall revert to the Society without any claims whatsoever from the Developer by way of reimbursements, compensation, payments or otherwise howsoever, and the Society shall be entitled to deal with the same. The developer shall mention in the same in the Agreement for sale with the purchasers.

3.7.3. The Developer shall not be entitled to rescind this Agreement or reduce the Society's Retained Area and/or monetary consideration agreed to be paid to the Society/Members as contained herein in the event if for any reasons whatsoever, they are not able to utilize Development Potential.

4. MAXIMUM AREA TO BE DEVELOPED-



For the Redevelopment of the Property, the Developer is fully and solely entitled and at liberty to utilize the entire Development Potential emanating from the Property in terms of this Agreement.

In the event if any further FSI beyond the Development Potential becomes available either by reason of change in law or in the form of set-back or larger usable plot area or otherwise ("Enhanced Development Potential") and the same can be utilized by the

Developer, then the Society shall permit the Developer to utilize the Enhanced Development Potential. At the said time, the Developer shall furnish to the Society a feasibility report prepared

बदर - १०		
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२०२२		

Society	A-1	A-2	A-3	A-4
DM RHP	MG	S. 101.	SN	
A-5	A-6	A-7	A-8	B-1
RHP	MG	SN	SN	MG
B-2	B-3	B-4	B-5	B-6
DA	SN	SN	J. 19/10	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		SN	

by an independent consultant jointly appointed by the Developer and the Society. It is agreed between the parties that the benefit of the additional construction undertaken *in lieu* of the Enhanced Development Potential shall be shared equally (50:50) between the Developer and the Society after deduction of all costs incidental to procuring and utilization of such benefit. The benefit of additional construction coming to the share of the Society shall be in the form additional area or corpus fund depending on the stage of the project and as per terms herein. The Developer shall provide such additional area or pay such corpus fund to the Members of the Society as per the Existing Flat areas of the members after deducting the cost of construction of the additional area. The Developer shall be entitled to deal with the additional area coming to its share by reason of the Enhanced Development Potential in such manner as the Developer may deem fit and proper without any obstruction from the Society or its Members. It is agreed between the parties that the time period for construction of the building would be mutually revised by and between the parties in lieu of the additional construction to be undertaken due to the availability of Enhanced Development Potential. In the event any part of the Enhanced Development Potential is not utilized in the Project at the time of receipt of the Full Occupation Certificate of the New Building, the Society shall be entitled to utilize such Enhanced Development Potential only after expiry of the Defect Liability Period.

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Society	A-1	A-2	A-3	A-4
DM RHP	MF	MG	S.M.	82
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	me Sme Sme	Sme Ah	M.Dave
B-2	B-3	B-4	B-5	B-6
DA At	At Sme	K	J. R. Sub	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		Shubh	

4.3. The terms of utilization of the Enhanced Development Potential that are agreed upon between the Society and the Developer shall be captured in a Supplemental Development Agreement that will be executed between the Society and the Developer. The stamp duty and the registration charges to be incurred by the developer for the execution and registration of the Supplemental Agreement shall be deducted from the benefit derived from the additional construction.

5. CONDITIONS OF GRANT OF DEVELOPMENT RIGHTS: -

5.1. Subject to Force Majeure events and all the Members of the Society complying with their obligations under this Agreement, the Developer shall get the plans of the New Building sanctioned by the MCGM with the IOD of FSI – 1 (one) within 6 (six) months from the date of registration of this Agreement. The Developer shall be obligated to purchase the TDR in the name of the Society on or before the date of obtaining quiet, vacant and peaceful possession of the entire Plot as well as the Existing Building including the Members Existing Flats and Members Existing Structures from the Society and/or Members. The Developer shall be obligated to load the entire development potential upon completion of the First slab of the habitable floor in proposed New Building.



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Subject to Force Majeure events and all the Members of the Society complying with their obligations in this Agreement on receipt of the IOD the Developer shall immediately and not later than 10 (Ten) days from

Society	A-1	A-2	A-3	A-4
DM RHP	if	MG	S.M.	8
A-5	A-6	A-7	A-8	B-1
RHP	mfain	SNE SNE SNE	SNE AL	N.Dave
B-2	B-3	B-4	B-5	B-6
DA W	AL SNE	AL	J. A. SNE	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		OTG-500-4000 RHP	

date of receipt of the IOD inform the Society and shall issue the Notice to Vacate to the Society.

5.3. Subject to Force Majeure events and all the Members of the Society complying with their obligations under this Agreement, within 90 (ninety) days of the License date, the Developer shall obtain the Commencement Certificate ("CC"). On receipt of CC the Developer shall inform the Society and Society's PMC within 10 (ten) days of obtaining such CC.



5.4. Subject to Force Majeure events and all the Members of the Society complying with their obligations under this Agreement, within 180 days of obtaining the CC, the Developer shall complete the plinth of the New Building and inform the Society and Society's PMC within 10 days of completion of Plinth.

5.5. Subject to Force Majeure events and all the Members of the Society complying with their obligations under this Agreement, within 450 days of Completion of the plinth, the Developer shall complete the total Reinforced Cement Concrete ("RCC") structure (including competent approvals by all statutory authorities) and shall inform the Society and Society's PMC within 10 days of completion of the RCC structure.



Subject to Force Majeure events and all the Members of the Society complying with their obligations under this Agreement, within 360 days of completion of the RCC structure, the Developer shall accomplish the New Building and obtain the Occupation Certificate ("OC") and inform the Society and the Society's PMC immediately and not later than 10

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Society	A-1	A-2	A-3	A-4
DM RHP	IP	MG	S.M.	on
A-5	A-6	A-7	A-8	B-1
RHP	M. Jain	S.M. S.M. S.M.	S.M. S.M.	M. Jain
B-2	B-3	B-4	B-5	B-6
DA	DM	W	f. N. S. S.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M.		Dr. S. S. S.	
	A.M.B.		Dr. S. S. S.	

days of the receipt of OC and shall issue the Notice to take Possession.

5.7. It is agreed between the parties that the time-lines set-out in Clause 5.1 to 5.6 shall each be subject to a grace period of 6 (six) additional months.

5.8. The Developer shall be entitled to a further grace period of 3 (three) additional months beyond the time granted under this Agreement for completion of project milestones and outcomes mentioned in Clause 5.1 to Clause 5.7 herein. Furthermore, the time period granted under this Agreement shall get immediately extended for Force Majeure events as defined under Clause 22 of this Agreement.

5.9. It is agreed between the parties that subject to the terms of this Agreement, the period for completion of the entire Project shall not extend beyond 4 (four) years from the date of the Commencement Certificate.

5.10. Subject to the terms of this Agreement, in the event the Developer fails to comply with any obligation under Clause 5.1 to 5.6 of this Agreement

within the stipulated timeline and grace period of 6 (six) additional

months and even after the additional grace period of 3 (three) additional

months then the Society shall address a Notice to the Developer thereby

calling upon the Developer ("Cure Notice") to cure the said defect/s

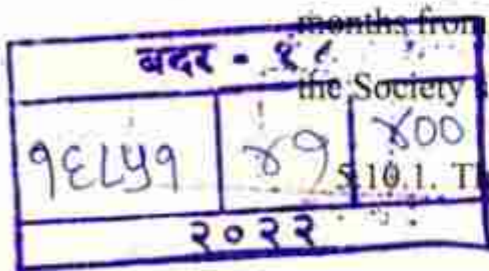
within a period of 3 (three) months from the date of receipt of the Notice

In the event, the Developer fails to cure the defect/s within 3 (three)

months from the date of receipt of the Cure Notice from the Society, then

the Society shall have the following recourse: -

5.10.1. The Society shall forthwith have a right to terminate this



Society	A-1	A-2	A-3	A-4
DM RHP	MG	S.M.	82	
A-5	A-6	A-7	A-8	B-1
RHP	Mfain	SM SM SM	SM AL	Mdame
B-2	B-3	B-4	B-5	B-6
DA Wk	AL SM	AL	f. A. Rub	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		Shah	

Agreement.

5.10.2. In the event of such termination, the Society shall forfeit earnest money deposit paid to the Society by the Developer;

5.10.3. On termination of this Agreement in accordance with the terms as recorded herein, the Society shall be free and entitled to appoint any other builder/developer for its proposed redevelopment and such appointment shall not be obstructed or impede by the Developer in any manner whatsoever.

5.10.4. The developer agrees and confirms that subject to the terms of this Agreement, there shall be no legal recourse against the Society and the Developer shall accept and confirm the Peaceful Termination, subject to the termination being in accordance with the terms of this Agreement,

5.10.5. The Society shall not be liable to pay the Developer any cost or monies incurred by the Developer *save and except* the cost of construction incurred by the Developer including the cost of the TDR/FSI purchased, MCGM premiums, labour costs, contractor's fees, ancillary expenses incurred till the stage completed by the Developer. Notwithstanding anything contained herein, the Developer shall be entitled to take necessary legal recourse to recover the costs & expenses

incurred by the Developer in terms of Cl. 5.8.5 till the date of termination. Furthermore, if the termination is not in accordance with the terms of this Agreement, then the

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Society	A-1	A-2	A-3	A-4
DM RHP	16	MG	S.M.	8
A-5	A-6	A-7	A-8	B-1
RHP	16	800 800 800	800 800	16
B-2	B-3	B-4	B-5	B-6
DA 16	16 800	16	16 800	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		16 800	16

Developer shall be entitled to take such legal recourse which is available to the Developer under the law in force from time to time.

5.10.6. In the event this Agreement is terminated in accordance with the terms of this Agreement, only then the Developer confirms that he shall not take any legal recourse or raise any claims upon such termination as the contract would be null and void, and would make best efforts to transition and transfer the project and project details and documentation, as well as right, title and interest and monies paid by all the purchasers till such date to the new developer.

6. REPRESENTATIONS OF THE SOCIETY AND THE MEMBERS: - The Society based on its records and available information and the Members hereby represent, covenant, agree and undertake (as the case may be) follows:



Regards the Property-

6.1.1. That the Plot is bounded by proper boundary walls and a gate, and that there is no dispute with any of the adjoining properties as to boundaries or areas or encroachments;

6.1.2. That there is no order or direction of any court or any other authority that causes restriction to the demolition of the Existing Structures or construction on/ development of the said Plot;

6.1.3. The Society has not received any notice for acquisition, requisition

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Society	A-1	A-2	A-3	A-4
DM RHP	[Signature]	26	S.M.	[Signature]
A-5	A-6	A-7	A-8	B-1
RHP	[Signature]	[Signature]	[Signature]	[Signature]
B-2	B-3	B-4	B-5	B-6
DA [Signature]	[Signature]	[Signature]	[Signature]	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		[Signature]	[Signature]

or reservation of the said Property or any part or portion thereof nor is the said Property or any part thereof, to the knowledge of the Society/ Members, included in any intended or published scheme of improvement of the Municipality or other public body or authority;

6.1.4. There is no outstanding encumbrance, mortgage, charge, lien, notices for acquisitions, easement rights or outstanding interest, lien or claim by any person in respect of the said Property or any of the Members' Existing Flats or the Existing Garages, except other than those setouts hereinafter in this Agreement nor are the same the subject matter of any pending litigation or attachment either before or after judgment.



6.1.5. Neither the Society nor the Members have dealt with the Property, and/or the FSI, TDR, or development potential of the Property; or entered into any agreement or arrangement for grant of development or redevelopment rights in respect thereof to any third parties, or contracted to create any right, title or interest in respect of the said Property, nor have they done or committed to do any acts, deeds, things or matters whereby or by means whereof their right, title or interest in respect of the said Property is or can be adversely affected and/or seriously prejudiced;



6. The Society's title document has not been deposited with any third party as and by way of security for grant of any loans or credit facilities, and/or as and by way of mortgage or otherwise

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Society	A-1	A-2	A-3	A-4
DM RHP	ife	Mg	S.M.	or
A-5	A-6	A-7	A-8	B-1
RHP	Mfein	S.M. S.M. S.M.	S.M. S.M.	N.Dane
B-2	B-3	B-4	B-5	B-6
DA RHP	all S.M.	HN	J. N. S.M.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		श्री. ज. न. शर्मा	Shubh

howsoever. The Developer shall also undertake its Title Search through his Advocates to ascertain the right and title of the Society vis a vis the Property. However, the same shall not absolve the Society of any representations and warranties made and recorded in the present Agreement;

6.1.7. That all taxes, outgoings, duties and dues including without limitation, N.A. taxes, assessment bills, water bills, electricity bills have been paid or shall be paid by the Society and that no notice of distraint has been served on the Society till date which is still outstanding resolution. It is agreed that if any demand is made and / or any Bills are received after the License date but which pertains to any period prior to the License Date, then the same shall be paid by the Society.

6.1.8. That the said Plot is of freehold tenure and that the title to the said Property is clear and marketable and free from all encumbrances.

That the responsibility to maintain the Existing Structures and ensure the safety, security and structural integrity thereof till the License Date is solely that of the Society.

regards the Society-

6.2.1. The Managing Committee is a validly elected committee and all committee members have complied with all provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules 1961, and the bye-laws of the Society so as to validly continue as committee members;

Society	A-1	A-2	A-3	A-4
DM RHP	J.	MG	S.M.	SA
A-5	A-6	A-7	A-8	B-1
RHP	M Jain	SA... SA... SA...	SA... SA	<u>M. Dams</u>
B-2	B-3	B-4	B-5	B-6
DA Vt	SA SA	SA	J. A. Shah	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		(2015-2016) Shah	

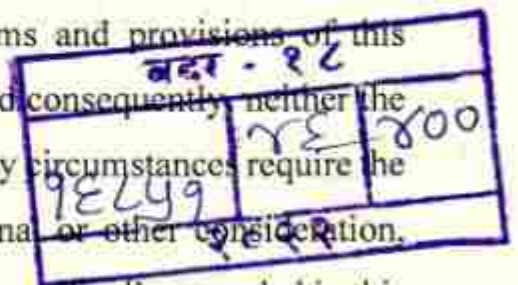
6.2.2. The Society has complied with and shall always comply with all the provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules 1961, and the bye-laws of the Society and that the Society has not done/ will not do any act which is in contravention to the provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules 1961, and/or the bye-laws of the Society and/ or which would put this Agreement in jeopardy;

6.2.3. In particular, the Society has followed the procedure laid down in the Circular dated 3rd January 2009 issued by the Chief Secretary, Co-operative & Marketing Society, for redevelopment of plots by co-operative societies (as modified on 4th July 2019);

6.2.4. That the Society is fully competent and has absolute right to enter into this transaction with the Developer;

6.2.5. The Society and the Members shall extend their co-operation to the Developer and shall furnish copies of their title documents if required for the development purposes;

6.2.6. The Society and the members have fully and completely understood, approved and accepted the scheme of Redevelopment of the said Property, and all the terms and provisions of this Agreement and all related writings, and consequently, neither the Society nor the members shall under any circumstances require the Developer to pay/provide any additional or other consideration, benefits, payments, etc., other than as specifically recorded in this



Society	A-1	A-2	A-3	A-4
DM RHP	<i>[Signature]</i>	<i>[Signature]</i>	S.M.	<i>[Signature]</i>
A-5	A-6	A-7	A-8	B-1
RHP	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
B-2	B-3	B-4	B-5	B-6
DA <i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		<i>[Signature]</i>	<i>[Signature]</i>

Agreement;

6.3. As regards the Members-

6.3.1. The Members mentioned in the **Second Schedule** hereto are the only members of the Society;

6.3.2. The Members have paid all their dues including maintenance and repair bills, outgoings, and duties of and relating to or proportionate to the respective Members' Existing Premises upto date and shall continue to pay the same for the entire period upto the License Date;

6.3.3. All Members are resident Indians as defined by the Income Tax Act 1961 save and except for those of the Members who are NRIs and whose details are mentioned in "**Annexure-K**" hereto);

6.3.4. Save and except for some of the Members' Existing Premises that have been given by the members thereof on leave-and-license basis for residential purposes all other Members' Existing Premises are in the occupation of the respective members and their immediate family members. In respect of those of the Members' Existing Premises given on license basis, the concerned members shall not renew the licenses and shall ensure that such premises shall be vacated by the licensee within ten days of the Notice to Vacate.



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6.3.5. No leave and license agreements of any of the Members' Existing Premises (whether by way of extension of existing license

Society	A-1	A-2	A-3	A-4
DM RHP	IF	SG	S.M.	SR
A-5	A-6	A-7	A-8	B-1
RHP	affair	SHY SHY SHY	SHY SHY	MDane
B-2	B-3	B-4	B-5	B-6
DA W	SHY SHY	SHY	f. R. Shuk	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		SHY SHY SHY	

agreements or by way of fresh license agreements) shall be executed whereby the rights of the flat-owner/ licensor to prematurely terminate the agreement is restricted in any manner including by way of any locked-in periods, and all such agreements contemplated to be executed shall be furnished to the Developer before executing the same.

- 6.3.6. Save and except for some of the Members' Existing Premises that have been mortgaged by the members thereof, none of the other Members' Existing Premises are mortgaged or loans taken or premises offered as security or encumbrances/ third party rights created (whether by way of registered or unregistered documents). It shall be the sole and absolute responsibility of such Members to obtain the requisite No Objection Certificate ("NOC") or any other form of consent from such bank / financial institution with whom the said Existing Flats / Existing Structures have been mortgaged. The Society shall put the Members to notice to comply with their obligations herein and obtain the requisite NOC from the bank / financial institution. In case, if any hindrance and / or obstruction is caused by the bank / financial institution during the course of redevelopment due to the failure of the Member/s to comply with their obligation herein, then such Members shall be responsible to the Developer and to the Society for such obstruction / hindrance. Furthermore, in the event of such obstruction / hindrance, the period for completing the said redevelopment shall immediately stand extended by the period of



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१८८५९	१८८५९	१८८५९	१८८५९
१८८५९	१८८५९	१८८५९	१८८५९
१८८५९	१८८५९	१८८५९	१८८५९

Society	A-1	A-2	A-3	A-4
DM RHP	ifc	MG	S.M.	80
A-5	A-6	A-7	A-8	B-1
RHP	Mfain	SA. SA. SA.	SA. SA.	M. Dama
B-2	B-3	B-4	B-5	B-6
DA	SA. SA.	SA.	f. R. SA.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		SA. SA. SA.	

such obstruction / hindrance without any reference and/or recourse to the Society. It is agreed by and between the parties that in the event of such obstruction / hindrance, the defaulting member shall be responsible to bear all expenses incurred and / or losses suffered by the Developer and / or the Society for their default. Also, such defaulting member shall indemnify and keep the Developer and the Society indemnified for any expenses incurred and/or losses suffered by the Developer and the Society for their default.

6.3.7. From the date hereof, none of the Members shall give their existing premises on license basis (or extend any existing licenses) or mortgage the same or create any third-party rights in respect thereof without the prior written consent of the Developer (which shall not be unreasonably withheld);

6.3.8. In the event any third party puts any claim in respect of any of the Members' Existing Premises or obstructs the development work, the concerned Member shall deal with and clear such claims/obstruction at his/her own costs and expeditiously so as to not cause any delay in the Redevelopment work, and that Member shall be solely responsible for the consequences if delay is caused to the project;

6.3.9. None of the Members' Existing Premises are attached either before or after judgment or at the instance of any court or taxation authority or any other statutory authorities and none of the Members have given any undertaking to any taxation authorities



Society	A-1	A-2	A-3	A-4
DM RHP	[Signature]	[Signature]	S.M.	[Signature]
A-5	A-6	A-7	A-8	B-1
RHP	[Signature]	[Signature]	[Signature]	[Signature]
B-2	B-3	B-4	B-5	B-6
DA [Signature]	[Signature]	[Signature]	[Signature]	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		[Signature]	[Signature]

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Signature in respect of the Members

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6.3.14. No other person (other than the mortgagees or licensees as declared

Society	A-1	A-2	A-3	A-4
DM RHP	1/2	MG	S.M.	8
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	SAL SAL SAL	SAL. H	Mave
B-2	B-3	B-4	B-5	B-6
DA W	H SAL	H	J. R. H	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		2000 2000 2000	

by any Member in writing to the Society, with proof thereof, before the execution of this Agreement) has any claim, share, right, title or interest of whatsoever nature including by way of sale, exchange, lease, sub-lease, mortgage, (equitable or otherwise), gift, trust, inheritance, tenancy, lien, or otherwise howsoever in any of the Members' Existing Premises, and that the Members have absolute and unfettered powers to deal with their respective premises;

6.3.15. The Members are the absolute legal and beneficial owners of the respective Members Existing Premises and have a clear and marketable title to the same, free from all encumbrances, save as mentioned herein.

6.3.16. The Members confirm the details of the areas of the Existing Flats and Existing Structures which are set-out in the Second Schedule hereunder written;

The Society and the Members agrees that all the Members shall file their declarations with the Society. As agreed between the parties, in the event of the death of any member, the Developer is entitled to hand over the possession of the deceased member's new flat and pay the agreed consideration/ amounts that were due to the deceased member to such nominee as will be indicated by the Society and without being liable in

any manner whatsoever to any other heirs of such deceased member. In the case of any dispute, the Developer is entitled to hand over the keys and the possession of such disputed flat to the Society and the Society shall be

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Society	A-1	A-2	A-3	A-4
DM RHP	MG	S.M.		
A-5	A-6	A-7	A-8	B-1
RHP	Mfain	S.M. S.M. S.M.	S.M. S.M.	M.Dana
B-2	B-3	B-4	B-5	B-6
DA W	S.M. S.M.		J. Ashok	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		S.M. S.M. S.M.	

liable to resolve the dispute and hand over the possession of such flat without the Developer being responsible in any manner, and that in such an event the Developer shall not interfere with or contest the resolution of disputes by the Society in case they hand over the keys and the possession of such disputed flat to the Society. If the Developer fails to hand over such matter to the Society, the Developer shall be solely liable for all events and liabilities arising out of such disputes.

- 6.5. The Society is responsible to ensure compliance by Executing Members of the terms hereof and, in particular, the vacating and handing over of the respective Members' Existing Premises and the settlement of any third-party claims pertaining to the Members' Existing Premises or the Members' New Flats and the Members' New Car-Parking Spaces. In the event the Member/s fail to comply with their obligations under this Agreement including their obligation to vacate and hand over quiet, vacant and peaceful possession of their respective Existing Flats / Structures in terms of this Agreement, then the Society shall request the Developer to instituting appropriate proceedings in appropriate Court against the dissenting Member/s so as to enable the society to hand over vacant possession of property to the Developer. The Developer agrees to bear all the expenses for the filing the appropriate legal proceedings and co-operate and support the Society so as to enable the society to hand over vacant possession of the plot. The parties agree that the period for completion will accordingly be extended till such time as the quiet, vacant and peaceful possession of the entire Property is not obtained from the

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Society	A-1	A-2	A-3	A-4
DM RHP	ife	MG	S.M.	8
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	SHI SHI SHI	SHI. M	Mam
B-2	B-3	B-4	B-5	B-6
DA	SHI	SHI	f. a. SHI	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		SHI	

- 6.6. Subject to the Developer complying with the terms of this Agreement, the Members shall not do any act whereby the right of the Developer created herein may prejudicially be affected;
- 6.7. During the construction of the said New Building, no hindrance or obstruction will be caused by any member in carrying out of redevelopment of the said Property by the Developer;
- 6.8. In view of the Developer incurring and agreeing to incur the substantial obligations and liabilities (financial and otherwise) set out herein, besides which the Society is being provided the rights to the Reserved Developer's Flats as per this Agreement to ensure completion in case of default, after getting the plans for Development Potential sanctioned as per terms contained herein, this Agreement is non-terminable and shall not be cancelled or terminated by the Society and/or the Members. However, subject to terms of this agreement the Society shall have the right to terminate this Agreement for the default(s) of the Developer;



The Society has represented that the title to the Plot is clear and marketable and free from all encumbrances, and shall, simultaneously with the execution of this Agreement, execute a declaration recording inter alia the representations, covenants and undertakings in this Agreement and also recording inter alia that all of the representations, covenants, and undertakings of the Society made in or pursuant to this Agreement shall be true and correct as of the License Date. The Society shall also, on the

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Society	A-1	A-2	A-3	A-4
DM RHP	1/4	MG	S.M.	gn
A-5	A-6	A-7	A-8	B-1
RHP	M. Jain	SAH. SAH. SAH.	SAH. SAH.	M. Dama
B-2	B-3	B-4	B-5	B-6
DA	SAH.	SAH.	f. A. Shah	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M.		SAH. SAH. SAH.	

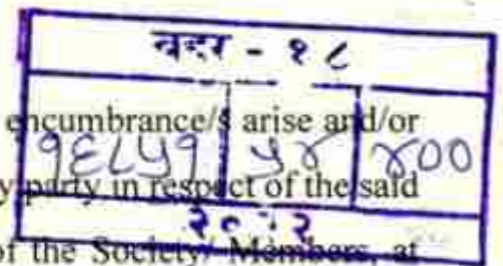
License Date, issue a certificate/ writing confirming, that the representations, covenants and undertakings of the Society are true correct and complete, in all material respects, as of the License Date. On the basis of the representations by the Society/ Members as contained in this Agreement and on the basis of the declarations by the Members and the Society, the Developer has preliminarily accepted the title of the Society to the said Plot. The Developer has also satisfied itself of the physical condition of the Plot.



2. The Developer is entitled and also shall be responsible to investigate the title to the Plot to assure the Developer of clear and marketable title before the License Date. The Society shall within five days from the date hereof hand over to the Advocates of the Developer, against their accountable receipt, the title deeds of the Plot (along with one set of certified true copies) to enable the Developer's Advocates to investigate the Society's title thereto. Notwithstanding anything contained in this Agreement, the Society as well as the Members shall be responsible for all their representations, warranties and covenants as contained in this Agreement and nothing contained in this Agreement shall either absolve the Society or the Members of the same.



- 7.3 It is agreed that if, at any time hereafter, any encumbrance/s arise and/or any claim/s or demand/s are received from any party in respect of the said Property, it shall be the sole responsibility of the Society/ Members, at their costs, to have such encumbrance/s, claim/s and demand/s, and/or suits, actions, proceedings and disputes (as the case may be) settled, removed, or withdrawn to the satisfaction of the Developer, no later than



Society	A-1	A-2	A-3	A-4
DM RHP	if	MG	S.M.	8
A-5	A-6	A-7	A-8	B-1
RHP	mfim	SAE SAE SAE	SAE. 11	MDane
B-2	B-3	B-4	B-5	B-6
DA 11	SAE	11	J.A. SAE	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		SAE SAE SAE	

30 (thirty) days from the date that the same are notified or come to the knowledge of the Society and/or to the Developer.

8. THE NEW BUILDING –

8.1. Composition of the New Building. The Developer shall construct the New Building which shall comprise of basements and/or stilts and/or podiums as may be decided by the Developer and approved by the Society, and residential floors above the car-parking floors (which will contain inter alia the Members' New Flats and the Developer's Flats).

8.2. Residential Building. The New Building shall only comprise of residential flats- no premises for commercial purposes will be constructed.

8.3. Refuge Areas. Refuge areas will be provided as per the D.C.P. Regulations. The Developer does not have the right to and agree not to create any rights in favour of any flat-purchasers in respect of the refuge areas, and access to the same will not be restricted in any manner. The refuge areas shall be a common area belonging to the Society, and no flat-owner shall have the exclusive use thereof. The Society shall adhere to and shall ensure adherence of the provisions of the D.C.P. Regulations and Regulations of the Fire Department and other authorities with regard to refuge areas.

8.4: Terraces-

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All the terraces which are free of FSI in the said New Building shall always belong to the Society and shall be common area and facility for the benefit of the owners / occupants of all the flats in

Society	A-1	A-2	A-3	A-4
DM RHP	MG	S.M.	SR	
A-5	A-6	A-7	A-8	B-1
RHP	Myfian	9 M. SR 3rd	SR. SR	MDana
B-2	B-3	B-4	B-5	B-6
DA W	SR SR	SR	J. N. SR	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		SR SR SR	

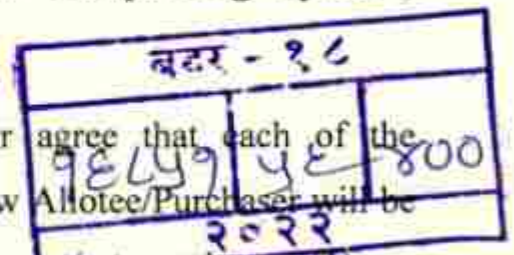
the New Building and the Developer shall include such clause in the Sale Agreements for the Developers Flats.

- 8.5. **Common Areas.** All common areas such as compound, open space on the Society's Plot, lobby, terrace above the upper-most residential floor, refuge areas, shall belong to the Society for the benefit of all its members (which will include all purchasers/ allottees of the Developer's Flats), and neither the Society nor the Developer shall be entitled to put up or allow to be put up antennas, mobile towers in the common areas or terraces of the said New Building. It is reiterated by the Parties that the Developer's Car-Parking Spaces, Members' Car-parking Spaces are not Common Areas and that no member shall claim any rights to the same.

8.6. **Car-Parking Spaces:**

- 8.6.1. **Members' New Car-parking Spaces-** In the new Project, the Society shall have, for the benefit of the Members listed in the **Second Schedule** hereto (or to persons claiming through such Members) car-parking spaces to accommodate 29 (twenty-nine) cars, whether within a mechanized parking system or stand-alone spaces (being the "Members' New Car-parking Spaces") defined herein), as follows-

- 8.6.1.1. The Society and Developer agree that each of the Members or Developer's New Allottee/Purchaser will be provided with a car parking slot/s to park one (1) car (single parking space) for new 2 BHK flats and two (2) car parking spaces in one (1) mechanized car parking



Society	A-1	A-2	A-3	A-4
DM RHP	fe	MA	S.M.	8
A-5	A-6	A-7	A-8	B-1
RHP	mfain	SHESHS	SHESHS	MDave
B-2	B-3	B-4	B-5	B-6
DA	SH	SH	J.N. SH	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		SHESHS	



stack for new 3BHK flats as the case may be for their new flats (and if not available then two (2) single parking spaces);

- 8.6.1.2. All the car-parking spaces shall be handed over by the Developer to the Society and the Society shall be responsible to allot the same to the Members and Developers New Allotees/Purchasers by lottery and the Developer shall carry such term(s) in the Agreement of Sale of the Developer with the New Allotees/Purchasers to bind them for the same. The Developer shall not be concerned with, or involved in, the allocation and distribution of the Members' New Car-parking Spaces between the Members and the Developers Allotees/Purchasers and shall not sell such parking space to New Allotees/Purchasers.



New Building shall be constructed as per prevailing ISI codes, and shall be earthquake resistant as per the D.C.P. Regulations.

- 8.8. The design of the New Building including the RCC structure, type and thickness of slabs, type and thickness of internal and external walls, elevation, etc., shall be carried out by the Developer as per the advice of their Architects/ structural consultants/ RCC Consultants engaged for

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and overrides the specifications that were stated in the Society tender- however, the Developers shall be at all times comply to all applicable laws and approved by the Society's PMCs' Architect or

Society	A-1	A-2	A-3	A-4
DM RHP	7/6	MG	S.M.	8
A-5	A-6	A-7	A-8	B-1
RHP	M Jain	SA. SA. SA.	SA. SA.	M. Dama
B-2	B-3	B-4	B-5	B-6
DA MA	SA. SA.		f. A. Shah	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		2006. 2007. 2016	Shubh

Society's PMCs appointed Architect. Further there shall be no reduction in the Carpet Areas of the Members' New Flats beyond the deficit tolerance area specified in this Agreement.

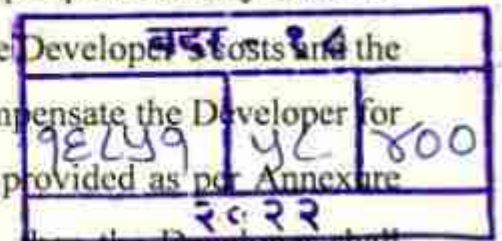
8.9. The said New Building shall have proper fire-fighting system, wind load and seismic load design, rain water harvesting system in accordance with the D.C.P. Regulations.

8.10. The Developer shall be entitled to place its logo/name at a location and in a manner approved and agreed upon by the Society and the same shall not be removed/ altered by the Society.

8.11. No box grills shall be installed in any of the flats in the New Building.

The Society shall ensure that the elevators, parking systems and other equipment provided by the Developer are handled by trained personnel and that the same are handled with due care and caution and that annual maintenance contracts shall be signed with the original equipment manufacturers or their authorized maintenance personnel.

8.13. The Developer shall provide amenities in the Members' New Flats as per Annexure "H" annexed hereto and Common Amenities as per Annexure "H" annexed hereto. Under no circumstances, the Common Amenities agreed to be provided free of costs shall be less than as provided in Annexure "H" annexed hereto. If the Developer provides any better or further amenities, the same shall be done at the Developer's costs and the Society/Members shall not be required to compensate the Developer for the same. If at any time the amenities to be provided as per Annexure "H" and Annexure "H" is / are unavailable, then the Developer shall



Society	A-1	A-2	A-3	A-4
DM RHP	1/c	MG	S.M.	82
A-5	A-6	A-7	A-8	B-1
RHP	Wain	SAE SAE SAE	SAE SA	MDave
B-2	B-3	B-4	B-5	B-6
DA DA	SAE	SAE	J. A. S. S.	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		SAE SAE SAE	

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 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 the said alternative brand.

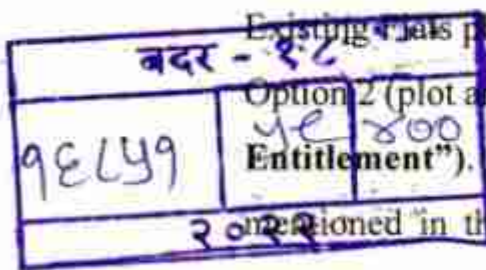
8.14. The Developer shall subject to the approval from MCGM, provide a Society's office and a gymnasium free of costs.

9. DETAILS OF THE MEMBERS' NEW FLATS- The Developer shall utilize the Society's Retained Area and construct the Members' New Flats for the Members on the following other terms & conditions: -

9.1. **Area Representation of the Members' Existing Flats.** The Parties hereto have accepted the carpet areas of the Members' Existing Flats, the external area of terrace attached to Flat No. B-10 and Flat No. A-7, the internal area of garages owned by Flat No B-9 and Flat No. A-7 each owning a Garage as detailed in the **Second Schedule** hereto, and shall not dispute the same.

9.2. **Free Area Entitlement.** The Members are entitled to be provided, free of all costs, with new flats comprising of the carpet area of the Members'

Existing flats plus additional carpet area as outlined in the offer letter for Option 2 (plot area is 1028 sq m) in his New Flat free of cost ("**Free Area Entitlement**"). It is hereby clarified that save and except for the area mentioned in the offer letter as above in lieu of the attached existing



Society	A-1	A-2	A-3	A-4
DM. RHP	16	MG	S.M.	8
A-5	A-6	A-7	A-8	B-1
AHP	Mfair	SH. SH. SH.	SH. SH.	M.D.
B-2	B-3	B-4	B-5	B-6
DA	SH. SH.	SH.	9. N. Sh.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M.		SH. SH. SH.	

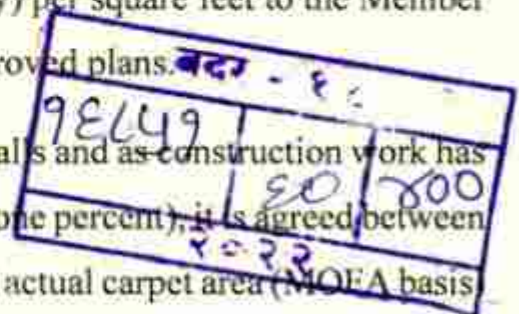
terrace to be provided to the Members owning attached existing terrace and in lieu of the Existing Garage for the Members owning the Existing Garage in his/her New Flat free of costs, no Hardship Compensation or Displacement Compensation or any other amounts are payable in respect of the attached existing terrace and/or the Existing Garage as applicable.

9.3. **Location of the Members' New Flats.** The Members' New Flats will be located from the first residential floor and upwards of the New Building (so as to cover the lower residential floors of the New Building) ('first residential floor' being the floor containing residential flats directly above the car-parking floor/s). The Society, at its SGBM held on 9 June 2022 had approved the allocation of the Members' New Flats amongst the Members. Details of the Members' New Flats are recorded in the list annexed hereto and marked **Annexure "I"**, in which-

9.4. **Deficit tolerance /deficit compensation of carpet areas-**

9.4.1. Any deficit in MOFA carpet area as per approved plan of MCGM compared to the offered MOFA Carpet Areas of the Members New Flats as per the offer letter from the Developer shall be compensated by the Developer at Rs. 42,500/- (Rupees Forty-Two Thousand and Five Hundred Only) per square feet to the Member within 30 (thirty) days of the approved plans.

To ensure proper finishes of the walls and as construction work has a general tolerance of upto 1.5% (one percent), it is agreed between the parties that upto 1.5% reduced actual carpet area (MOFA basis) as compared to the approved plan the Carpet Areas of the



Society	A-1	A-2	A-3	A-4
DM RHP	if	RG	S.M.	8
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	SA SA SA	SA .dk	Mdame
B-2	B-3	B-4	B-5	B-6
DA	dk	SA	J.N. Ghosh	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		Shah	

Members' New Flats is accepted by the Society and Members without any compensation from the Developer. However, if the area of the actual carpet area (MOFA basis) is less than the approved plans of the Carpet Area of the Members' New Flats by more than 1.5%, then the Developer shall pay compensation to the Member/s whose area is reduced beyond 1.5% @ Rs. 42,500/- (Rupees Forty-Two Thousand Five Hundred Only) per square feet.

9.5. If the Carpet Areas of the Members' New Flats exceeds the approved plan carpet areas, the Society/ Members shall not be required to compensate the Developer for the same

9.6. **Height.** The slab-to-slab height (including slab thickness) of all the Members' New Flats and the Developer's Flats in the New Building shall be the same and shall not be less than ten feet (10 feet). For the sake of clarity, if the height of the Developer's Flats is increased then the height of the Member's New Flats shall be equivalently increased. Further for sake of clarity, it is further recorded that such height shall not be available in toilets/ bathrooms, or sunk areas or where beams are located.

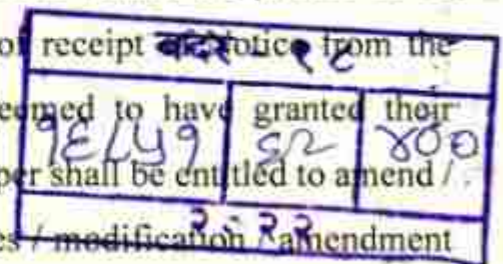
Floor Plans. Proposed floor plans in respect of the Members' New Flats drawn up by the Developer and approved by the Society are annexed hereto and marked **Annexure "L"**. The annexed floor plans shall be submitted by Developer for approval to the MCGM and other concerned

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Society	A-1	A-2	A-3	A-4
DM RHP	MG	S.M.	8	
A-5	A-6	A-7	A-8	B-1
RHP	M. Jain	S.M. S.M. S.M.	S.M. S.M.	M. Jain
B-2	B-3	B-4	B-5	B-6
DA W	S.M.	M.	J. R. S.M.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M.		S.M. S.M. S.M.	

kitchen or bathroom and floors of the Members' New Flats. Any amendment in building plans that will result in changes to the areas or floors layout position of rooms, kitchen or bathroom or the orientations of the Members' New Flats shall require the prior approval of the Managing Committee of the Society and the Society's PMC. It is agreed between the Parties that the Managing Committee of the Society and the Society's PMC shall have to communicate their decision to the Developer within a period of 30 (thirty) days from the date of receipt of the Notice from the Developer seeking approval of the Society along with the copies of the amended / modified plans. If the Society fails to communicate their decision within a period of 30 (thirty) days, then the Society shall write to the Developer thereby seeking an extension of additional 15 (fifteen) days to communicate their decision. If the Society fails to seek extension before the expiry of 30 (thirty) days from the date of receipt of Notice from the Developer, then the Society shall not be entitled to an additional 15 (fifteen) days and the Society shall be deemed to have granted its approval to the Developer and the Developer shall be entitled to modify / amend the plans. If the Society seeks an extension before the expiry of 30 (thirty) days then the Society shall have additional 15 (fifteen) days to communicate their decision to the Developer. If the Society fails to communicate their decision within the period of 45 (forty-five) (30+15) days from the date of receipt of notice from the Developer, then the Society shall be deemed to have granted their approval to the Developer and the Developer shall be entitled to amend / modify the plans. However, if any changes / modification / amendment in the plans is required due to change of any law / requirement imposed



Society	A-1	A-2	A-3	A-4
DM RHP	if f	MG	S.M.	82
A-5	A-6	A-7	A-8	B-1
RHP	M. Jain	SH. SH. SH.	SH. SH.	M. Jain
B-2	B-3	B-4	B-5	B-6
DA	SH. SH.	SH.	J. R. SH.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M.		SH. SH.	

by the Planning Authority, then the Developer would be entitled to change / modify / amend the Plans without the need of any prior approval / consent of the Society or its Society's PMC. Subject to the terms of this Agreement, it is agreed between the parties that the Developer would not require any prior approval of the Society for changing / amending / modifying the plans pertaining to the Flats coming to the Developer's entitlement in the New Building, provided that the toilet area, wet area and elevation are not changed by the Developer, in which case the Developer shall obtain the prior approval of the Society.

- 9.8. **Members' Amenities.** The Members' New Flats will be provided with the Members' Amenities listed in **Annexure "H"** annexed hereto. Under no circumstances shall the Members' Amenities be less than those agreed to be provided as per Annexure "H". If, however, the Developer provide further or better amenities than those listed in Annexure H", the same shall be done at the costs of the Developer alone, and the Society and/or

Members shall not be required to compensate/ reimburse the Developer for the same unless such better amenities have been provided at the request of the Society and/or the Members. If at any time the amenities to be provided as per Annexure "H" and Annexure "H" 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 shall select anyone of the alternative brands as suggested by the Developer within 30 (thirty) days from the date of receipt of the alternative suggestion from the Developer and the Developer shall



वदर - ४८		
१६६५१	६३	४००
२०२३		

Society	A-1	A-2	A-3	A-4
DM RHP	if	Mh	S.M.	8
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	Shah	Shah	M.Dave
B-2	B-3	B-4	B-5	B-6
DA W	Shah	M	J. Ashok	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		Shah	

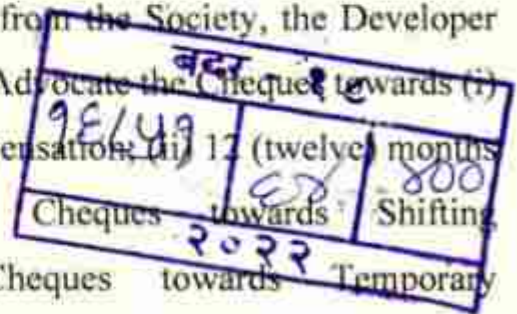
thereafter use the said alternative brand.

9.9. Individual Confirmatory Writings In Respect Of The Members' New Flats.

9.9.1. An agreement will be executed in favour of the Members to confirm the allocation of each of the Members' New Flats as per this Agreement (hereinafter referred to as "**Permanent Alternate Accommodation Agreements**").

9.9.2. Immediately on receipt of the Intimation of Disapproval in terms of the present Agreement, the Developer shall issue to the Society the Notice to Vacate along with the copies of the IOD and other requisite documents. Along with the Notice to Vacate, the Developer shall also share with the Society the draft of the Consent Letter for quiet, peaceful and vacate possession to be executed by all the Members of the Society.

9.9.3. Within 7 (seven) days from the date of receipt of the Notice to Vacate, the Society shall obtain from all its Members and submit with the Developer the Consent Letters for quiet, peaceful and vacate possession duly executed by all the Members of the Society. On the date of receipt of the Consent Letters for quiet, peaceful and vacate possession from the Society, the Developer shall hand over to the Society's Advocate the Cheques towards (i) 1st instalment of Hardship Compensation; (ii) 12 (twelve) months Rental Compensation; (iii) Cheques towards Shifting Compensation and (iv) Cheques towards Temporary



Society	A-1	A-2	A-3	A-4
DM RHP	1/2	MG	S.M.	82
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	SAL SAL SAL	SAL AL	M.Dave
B-2	B-3	B-4	B-5	B-6
DA Ut	AL SAL	AN	f. AL	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		CHITRA...	

Accommodation Expenses, in terms of this Agreement.

9.9.4. It is agreed between the Parties that within 10 (ten) days from the date of receipt of the Consent Letters for quiet, peaceful and vacate possession from the Society, the Developer shall execute the Permanent Alternate Accommodations with all the Members of the Society. The Society as well as the Members herein agree, confirm and undertake that the Society as well as all the Members shall attend the office of the concerned Sub-Registrar of Assurance for registration of the Permanent Alternate Accommodations to be executed in favour of the Members as and when called upon by the Developer. The Developer shall not be responsible if any member/s fail to remain present for the execution and registration of his/her/their Permanent Alternate Accommodation Agreement. Furthermore, the Developer shall not be responsible for any delay caused due to the failure of any member/s to remain present for the execution and registration of his/her/their Permanent Alternate Accommodation Agreement.



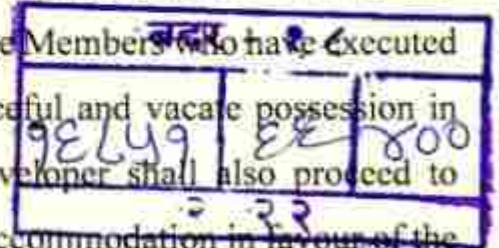
9.9.5. On handing over of quiet, peaceful and vacate possession of the Plot including the Existing Building, the Members Existing Flats and Structures to the Developer. The Developer and the Society shall write to the Society's Advocate confirming quiet, peaceful and vacate possession of the Plot to the Developer. On receipt of such writing from the Developer and the Society, then the Society's Advocate shall distribute the aforesaid cheques to the Members.

बदर - १८	
१६६५९	६५
२०२२	

Society	A-1	A-2	A-3	A-4
DM RHP	1/2	MG	S. To.	on
A-5	A-6	A-7	A-8	B-1
RHP	M. Jain	S. S. S. S.	S. S. S. S.	M. Jain
B-2	B-3	B-4	B-5	B-6
DA	AN	AN	f. N. S. S.	DM
B-7	B-8	B-9	B-10	Developer
	A. B. M.		Shubh	

9.9.6. It is explicitly agreed between the parties that it is an integral obligation of the Members to execute the Consent Letters for quiet, peaceful and vacate possession in favour of the Developer herein within the time-limit as agreed herein. In the event, if any of the Member/s fails to execute the Consent Letter for quiet, peaceful and vacate possession within the time-limit as agreed herein, as a result of which the Society is unable to hand over all the Consent Letters for quiet, peaceful and vacate possession to the Developer, then the Society shall intimate to the Developer about the Dissenting Member/s and shall request the Developer to initiate requisite legal actions against such Dissenting Member/s. It is agreed between the Parties that at the request of the Society, the Developer shall (at its own cost) initiate requisite legal actions against the Dissenting Members and the Society as well as the other Members shall extend full co-operation and support to the Developer for the same.

9.9.7. During the pendency of any legal action, the Developer shall proceed to hand over to the Society's Advocate i) the Cheques towards 1st Instalment of Hardship Compensation; (ii) the Cheques towards Rental Compensation; (iii) the Cheques towards Shifting Compensation and (iv) the Cheques towards Temporary Accommodation Expenses, for those Members who have executed the Consent Letters for quiet, peaceful and vacate possession in favour of the Developer. The Developer shall also proceed to execute the Permanent Alternate Accommodation in favour of the



Society:	A-1	A-2	A-3	A-4
DM RHP	1/2	26	S.M.	82
A-5	A-6	A-7	A-8	B-1
RHP	M. Jain	S.M. S.M. S.M.	S.M. S.M.	M. Datta
B-2	B-3	B-4	B-5	B-6
DA Ut	an S.M.	an	G. N. S. S.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		an S.M. S.M.	