

Member/s who have executed the Consent Letters for quiet, peaceful and vacate possession in favour of the Developer. Such Members shall attend the Office of Sub-Registrar of Assurances for registration of the Permanent Alternate Accommodations to be executed in favour of the Members on such date and time as fixed by the Developer.

- 9.9.8. 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 the Society shall distribute the aforesaid cheques with such Members.



Alteration to Members New Flats. No alteration whatsoever is permitted to be made by the Members to the size or location or plumbing lines of the kitchens, bathrooms/ toilets of the Members' New Flats. If any other change is sought by any member, he/she/they shall write to the Developer for same and deal directly with the Developer and if the same is agreed upon, the same shall be carried out. The other members shall not raise any objection to any such agreed changes that

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may be agreed upon by the Developer with any particular member. It is clearly understood and agreed that no member shall make any changes to their Flats so as to affect the elevation of the New Building, and individual members alone shall be liable for any damage as a result of

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DM RHP	MG	S.M.	Sh	
A-5	A-6	A-7	A-8	B-1
RHP	Mfain	S.M. S.M. S.M.	S.M. Sh	M.D.
B-2	B-3	B-4	B-5	B-6
DA Wk	Sh S.M.	Sh	J. N. S.M.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		Sh S.M. S.M.	Sh

such changes.

10. DETAILS OF HARDSHIP COMPENSATION/CONSIDERATION PAYABLE TO THE MEMBERS-

10.1. **Hardship compensation for Members New Flats.** The Developer has agreed to pay to the Members holding the Members' Existing Flats a hardship compensation/ consideration calculated @ Rs.2,000/- (Rupees Two thousand Only) per square foot carpet area of the Members' Existing Flats as mentioned in the Offer Letter from the Developer dated 25th August 2021. The timing and tranches of such compensation shall be as per milestones as mentioned in the Offer Letter. The aforesaid hardship compensation is the agreed predetermined lump sum amount payable to the Members (i) for having given concurrence and consent for the Redevelopment of the Property (ii) for alleviating the hardship that the Members (including joint members and their family members) will have to endure on account of shifting out of the Members' Existing Flats to facilitate the Redevelopment of the Property, and shifting back into the Members' New Flats on completion of the New Building, (ii) for allowing the Developer to demolish the Members' Existing Flats, (iii) for having agreed to share the common areas with more persons on completion of the Project. (iv) to help Members meet the increase in the outgoings & dues including property taxes/ Society charges, in respect

of the Members' New Flats (herein referred to as the "Hardship Compensation"). The Hardship Compensation shall be paid as under

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Society	A-1	A-2	A-3	A-4
DM. RHP	ifc	MG	S.M.	8
A-5	A-6	A-7	A-8	B-1
RHP	Mfain	SNE SNE SNE	SNE AL	Wana
B-2	B-3	B-4	B-5	B-6
DA ut	sh SNE	W	f. N. Sub	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		STUT- 5/11/21 Dhruv	

10.1.1. The aggregate amount of 30% of Hardship Compensation payable to each member(s) shall be paid vide cheque and drawn in favour of the respective Members being the First Installment of Hardship Compensation shall be handed over to the Society and distributed amongst the Members in terms of this Agreement. It is agreed between the Parties that the Members shall deposit and encash the said Cheques only upon the Society handing over quiet, vacant and peaceful possession of the Entire Plot as well as the Existing Building including the Members Existing Flats and Structures to the Developer for redevelopment.

10.1.2. The aggregate amount of 30% of Hardship Compensation payable to each member(s) shall be paid vide cheque and drawn in favour of the respective Members being the Second Installment of Hardship Compensation shall be deposited with the Society within 10 days of completing the RCC structures. The said cheques shall be released by the Society for distribution amongst the Members.

The aggregate amount of 40% of Hardship Compensation payable to each member(s) shall be paid vide cheque and drawn in favour of the respective Members being the Third Installment shall be deposited with the Society on the Society taking possession of the Members' New Flats in the New Building. The said cheques shall

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be released by the Society for distribution amongst the Members.

10.2. The Hardship Compensation payable to each Member is stated in

Annexure "J" hereto.

Society	A-1	A-2	A-3	A-4
DM RHP	1/2	MG	S.M.	g
A-5	A-6	A-7	A-8	B-1
AMP	Myfain	see see see	see see	Ma
B-2	B-3	B-4	B-5	B-6
DA	see	see	g n see	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		see see see	see

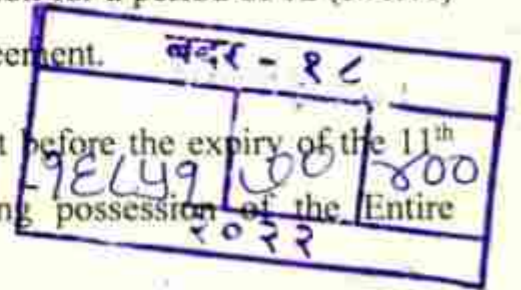
11. DETAILS OF DISPLACEMENT COMPENSATION FOR TEMPORARY ACCOMMODATION.

The entire Property has to be vacated by all Members/ occupants to facilitate the demolition of the Existing Structures and the construction of the New Building. To facilitate the aforesaid, it is hereby agreed that the Members shall make their own arrangements for temporary accommodation elsewhere and in lieu thereof each of the Members holding the Members' Existing Flats shall be paid compensation as mentioned below (for the benefit of the members including joint members and their families)-

11.1. **Rental Compensation.** As agreed between the Parties, the Developer shall pay each Member a compensation @ Rs.100/- (Rupees One Hundred Only) per square foot of the carpet areas of each of the Members' Existing Flats, as mentioned in the Offer Letter from the Developer dated 25th August 2021, per month for a period of 12 (twelve) months calculated from the License Date ("**Rental Compensation**") and the Developer shall provide a letter to the Society acknowledging the same within ten (10) days of such hand over.

11.1.1. The Developer shall hand over 12 (twelve) post-dated cheques as per "**Annexure M**" in favour of each of the Members of the Society towards Rental Compensation for a period of 12 (twelve) months in terms of the present Agreement.

It is agreed between the Parties that before the expiry of the 11th Month from the date of receiving possession of the Entire



Society	A-1	A-2	A-3	A-4
DM RHP	ifc	26	S.m.	sa
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	sal sal sal	sal. sh	M.Dana
B-2	B-3	B-4	B-5	B-6
DA ut	sh sal	sh	g. n. shul	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		shul	

Property, the Developer shall hand over to Society, 12 (twelve) post-dated cheques each in favour of each of the Members of the Society towards Rental Compensation for a further period of 12 (twelve) months.

11.1.3. Thereafter, the Developer will hand over to the Society, on the expiry of twenty-three months from the License Date, 12(twelve) post-dated cheques each in favour of each of the Members of the Society towards Rental Compensation for a further period of 12 (twelve) months.

11.1.4. Thereafter, the Rental Compensation shall stand increased to Rs.110/- (Rupees One Hundred and Ten only) per square foot of the carpet areas of each of the Members' Existing Flats per month, and monthly cheques shall be deposited with the Society to be released every month to the Members for the month for which it is due till the issuance of the Notice to Occupy in terms of the present Agreement and as per terms herein.



Shifting Compensation for packing/moving expenses. The Developer shall also pay to each of the Members a non-recurrent one-time lump-sum compensation of Rs.30,000/- (Rupees Thirty Thousand Only) to cover packing/ moving expenses that the Members may incur to move out of the Members' Existing Premises and into temporary accommodation that they procure and back into the Members' New Flats ("Shifting Compensation"). The Shifting Compensation shall be paid in terms of this Agreement.

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Society	A-1	A-2	A-3	A-4
DM RHP	1/2	MG	S.M.	SA
A-5	A-6	A-7	A-8	B-1
RHP	M. Jain	SA SA SA	SA SA	M. Jain
B-2	B-3	B-4	B-5	B-6
DA	SA	SA	SA	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		SA SA SA	

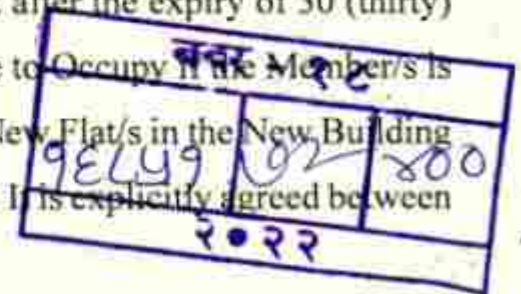
11.3. **Compensation for realtor fees, etc.** The Developer shall also pay to each of the Members a non-recurrent one-time compensation equivalent to one month's Rental Compensation to meet expenses towards brokerage/ realtor fees, stamp duty/ registration fees, and all other expenses in respect of the temporary accommodation procured by them ("**Temporary Accommodation Expenses**"). The Temporary Accommodation Expenses shall be paid in terms of this Agreement.

11.4. Herein, the Rental Compensation, the Shifting Compensation and the Temporary Accommodation Expenses, where required, are collectively referred to as the "**Displacement Compensation**".

11.5. A statement of the Displacement Compensation payable to each Member is included in **Annexure "M"** hereto.

11.6. On the expiry of 30 (thirty) days from the date of receipt of the Notice to Occupy, the Developer shall not be liable to pay the Rental Compensation / other Compensation under this Agreement to the Members. In the event the notice period of 30 (thirty) days is expiring in the immediately next month, then the Developer would be liable to pay the Rental Compensation / other Compensation in terms of the present Agreement till the expiry of the immediately next month. However, the Developer shall not be liable to pay the Rental Compensation / other Compensation in terms of this Agreement after the expiry of 30 (thirty)

days from the date of receipt of the Notice to Occupy if the Member/s is/are unable to take the possession of the New Flat/s in the New Building within the notice period of 30 (thirty) days. It is explicitly agreed between



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	M.K.	SAL SAL SAL	SAL AL	M.K.
B-2	B-3	B-4	B-5	B-6
DA Lt	SAL	AN	J. N. B.	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M.		SHRUTI	

the parties that after the expiry of the aforesaid period, the Developer shall not be liable to pay Rental Compensation / other Compensation in terms of this Agreement irrespective of whether the Member/s has / have taken possession of the New Flat/s or not.

11.7. The Members are not accountable to the Developer for the utilization of the Displacement Compensation, and the Developer shall have no claims of any nature whatsoever to the same. Any taxes in respect of the amounts paid by the Developer to the Members under this Agreement including Hardship Compensation or Displacement Compensation shall be the responsibility of the Members alone, and the Developer shall not be responsible/liable for the same in any manner whatsoever.

11.8. Within 15 (fifteen) days from the date of expiry of the notice period to take the possession of Members New Flat, the 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 vacant, peaceful and physical possession of the Member's New Flats. Further, if there is any shortfall after such adjustment, the Member(s) shall be liable to repay the balance amount prior to taking possession of their respective Member's New Flats.

11.9. Any cheques lying with the Society or the cheques/ amounts lying with Members for the period beyond three months' notice for taking possession after receipt of the Occupation Certificate shall be treated as cancelled and the same shall be returned to the Developer.

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11.10. In the event the Developer fails to pay Rental Compensation as per the

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DM RHP	IK	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	AK	AK	f. N. S. S.	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M.		Shubho	

terms of this Agreement and/or if any of the postdated cheques given by the Developer for the period up to one month of notice offering possession of the Members' New Flats are not honored on their due dates, the Society shall send a 30 (thirty) days' notice in this regard to the Developer. If the Developer is unable to pay the rental compensation to the members within the said period of 30 (thirty) working days, then the Developer would be required to give written notice to the Society thereby seeking an extension of additional 15 (fifteen) days to pay the Rental Compensation. However, if the Developer fails to pay the Rental Compensation to the Members even after the expiry of 45 (forty-five) days from the date of the Notice, then the Society may opt to sell the Reserved Developer's Flats as the case may be and as per the terms of this Agreement, and use the proceeds towards payment of Rental Compensation to the Members or towards completion of the New Flats of the Members and the Reserved Developers Flats and refund the balance, if any, to the Developer as per the terms of this Agreement. However, if the proceeds from selling the reserved developer's flats are not sufficient, then the developer is still liable to pay society the amount of deficit without which the developers flats shall not be constructed.

Amount	Rs. 6,40,000/-
Received by	9849/08/00
Date	2-22

12. DETAILS OF PAYMENT TO THE SOCIETY. As agreed between the

parties, the Developer shall pay to the Society an amount of Rs. 6,40,000/-

(Rupees Six Lakhs and Forty Thousand Only) towards pre operating expenses.

The said amount shall be paid within thirty (30) days of the execution of this

Agreement.



Society	A-1	A-2	A-3	A-4
DM RHP	1/6	Mh	S.M.	8
A-5	A-6	A-7	A-8	B-1
RHP	Mfain	Su. Sal Sal	Sal. Al	M.D.
B-2	B-3	B-4	B-5	B-6
DA	lt	AN	g. A. Sal	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		Shubh	

13. DEVELOPER'S PREMISES-

13.1. Besides the Members' New Flats and the Members' New Car-Parking Spaces mentioned above, all other flats and all other car-parking spaces are Developer's Premises and shall belong to the Developer.

13.2. The Developer shall have the absolute right, save and except to terms herein, to utilize the balance FSI out of the Development Potential (being the Developer's FSI) and to construct and deal with the Developer's Flats as per the terms and conditions of this Agreement;

13.3. The Developer's Premises, the receivables from the Member/s towards the extra area acquired by the Member/s in terms of this Agreement as well as all the receivables from the Purchasers / Allottees vis a vis the



Developer's Premises are and shall be the absolute and exclusive property and assets of the Developer and by virtue thereof the Developer and the Purchasers and allottees of the Developer's Premises have and shall have a proportionate interest in the capital and property of the Society. It is agreed between the Parties that the Developer shall, subject

to the terms of this agreement, be entitled to mortgage / charge / deal with / create third party rights vis a vis the Developer's FSI as well as

Developer's Premises, Receivables from the Members for Extra Area purchased by them and the Receivables from the Allottees / Purchasers

and/or any receivables that the Developer is entitled to under this

Agreement in favour of Banks / Financial Institutions, on such terms and

conditions as the Developer may deem fit and proper in terms of this

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Society	A-1	A-2	A-3	A-4
DM RHP	MG	S.M.	ga	
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	S.M. S.M. S.M.	S.M. M	M.D.
B-2	B-3	B-4	B-5	B-6
DA W	M. S.M.	M	f. N. S.M.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		(S.M. S.M. S.M.) Shubh	

Agreement and as per all applicable laws and shall not create any charge/mortgage/lien or obligation on Members' New Flat's. The Society as well as its Members' agrees to execute NOC in favour of the Developer or such third-parties as the Developer may require to enable the Developer to mortgage and charge the same. However, it is explicitly agreed that neither the Society nor its Members shall be liable to the Bank / Financial Institution to pay any amount advanced to the Developer in furtherance of the NOC granted by the Society. The NOC to be issued by the Society shall explicitly record that the Developer would be entitled to lien and / or create a charge on the Developer's Entitlement and that the Developer shall not be entitled to create a lien / charge on the Members' New Flats (except on the receivables of the additional purchased area by any Member and as per terms herein) or the Plot. The Developer shall also provide a copy of the present Development Agreement to the Bank / Financial Institution. The Society as well as its Members shall not obstruct or create any hindrance to prevent the Developer from dealing with the Developers Entitlement under this Agreement and the Developer shall be free to deal with the same in such manner as it deems fit. However, the Developer shall be solely responsible and liable to the bank / financial institution and the Society and its Members shall not be liable to repay the loan obtained from the bank / financial institution. Under no circumstances the Developer shall mortgage / charge / create any lien on the plot or the land of the Society. It is hereby clarified that at no point in time, the Developer shall mortgage / charge / create any lien on the Members Flat except the receivables on the Extra Area acquired by the Members in terms of the present Agreement.

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Society	A-1	A-2	A-3	A-4
DM RHP	ifc	MG	S.M.	82
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	S.M. S.M. S.M.	S.M. AL	Mfair
B-2	B-3	B-4	B-5	B-6
DA Ut	AL S.M.	AL	J. N. N. N.	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		Shah	

13.4. The Developer has full discretion in the planning/ designing of the New Building and the Developer's Premises including matters concerning the internal layout and amenities provided that the toilet area, wet area and elevation are not changed by the Developer, and the same does not reduce the areas, the floor allocations, key rooms layout, and the orientation of the Members' New Flats, and does not reduce or demote the amenities and specifications promised at the start of the project.

13.5. The Developer alone is entitled to sell/ allot the Developer's Premises (save and except Reserved Developer's Flats as per Section 21 of this Agreement) under the provisions of RERA or any other applicable law or otherwise deal with the same or to lease, grant licence, or otherwise deal with the same (and without having to take any permission of the Society).

13.6. The open terrace of the New Building shall be common areas and belong to the Society alone;



13.7. At the Developer's sole option, the Society may be joined in such agreements/documents; provided that no obligation or liability shall be cast upon the Society thereunder which is contrary to, or inconsistent with, the Society's specific obligations herein.

13.8. The Developer further agrees as follows-

13.8.1 Subject to the terms hereof, any contract or agreement that may be entered by the Developer in respect of the Developer's Premises shall be on principal basis and not as the agent of the Society or the Members.

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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	Mfair	SAN SAN SAN	SAN AN	M.D.
B-2	B-3	B-4	B-5	B-6
DA	AN SAN	AN	f. A. RHP	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		(Signature) Dhruv	

13.8.2. All the consideration which shall be received by the Developer from the sale of the Developer's Premises shall belong to the Developer and will be received by them on their own account.

13.8.3. The Society/ Members shall not be liable or responsible in any manner whatsoever in respect of any of the Developer's Premises and shall not be liable or responsible to any such persons with whom the Developer enter into any agreement in respect of the Developer's Premises, whether in respect of the monies paid/ to be paid to the Developer in respect thereof, the terms that the Developer or such persons agree upon in respect of the Developer's Premises, any delays in completion or in handing over any of the Developer's Premises, any breach or deviation of terms claimed by the Developer or such persons, any claims for interest/ penalties/ refunds/ damages etc., or under any other circumstances whatsoever. The Developer hereby indemnifies and keeps indemnified and harmless the Society and the Members from all the claims/litigations that may be brought forward by any purchaser/s of such Developer's Premises,

13.9. **Housing Loan.** The purchasers/ allottees of the Developer's Premises may borrow/avail of housing loan from any financial institution/ bank/ organization/ employer to fund the purchase; however, the repayment of the loan/ interest and other charges on such loan shall be the sole responsibility of the purchaser availing such loan. Subject to terms herein, the Society grants/ shall be deemed to have granted its consent and NOC to all such purchasers of the Developer's Premises for creating

Society	A-1 DM RHP	A-2 MG	A-3 S.m.	A-4 82
A-5 RHP	A-6 Mfair	A-7 <u>Sne</u> , <u>Sne</u> , <u>Sne</u>	A-8 <u>Sne</u> AL	B-1 <u>Mama</u>
B-2 DA UT	B-3 AL <u>sne</u>	B-4 <u>KV</u>	B-5 f A blue	B-6 DM
B-7	B-8 A.B.M	B-9	B-10 COTIG, S... Blue	Developers

such charge, lien and/or other security upon such flats and/ or their right, title and interest therein, however the Society in no way shall be obligated or liable in any manner to any such bank/financial institution etc financially and otherwise and shall not be bound by any terms thereof by virtue of such NOC provided since it is only for the Developer's Premises. The Developer shall ensure that the concerned Allottee indemnifies and keep the Society as well as the Developer indemnified against any and all claims, demands, losses, costs, damages, charges and expenses suffered by and / or incurred by the Society and / or the Developer including any litigation costs incurred by them, for the failure of the concerned Allottee to comply with his / her / their obligations vis a vis the bank / financial institution. It is agreed between the parties that the Society and / or its Members shall not hold the Developer responsible and / or liable for the default of the concerned Allottee. The Allottee shall also indemnify the Society for consequences of termination as per terms in and the Developer shall ensure that such terms are included in the Sale Deed or Agreement with such Allottee's.



10. All the purchasers and allottees of the Developer's Premises (and the Developer, if they chose to retain any of the Developer's Premises) shall be admitted as members of the Society and they shall only pay the nominal value of the shares of the Society allotted to them respectively, and the statutorily prescribed entrance fees and the corpus contribution as per the

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this Agreement, but no other premiums, transfer charges, contributions, or other amounts whatsoever that are against any applicable laws, or are not collected by the Developer in the first place. For clarity, if the

Society	A-1	A-2	A-3	AM
DM RHP	T.R.	MG	S.M.	R
A-5	A-6	A-7	A-8	B-1
RHP	M.P.	S.M. S.M. S.M.	S.M. M.	M.D.
B-2	B-3	B-4	B-5	B-6
DA	M.	M.	P.R.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M.		M.P. S.M. S.M.	

Developer has collected any such charges, no matter the heading, the same shall be transferred to the Society prior to the admittance of such member to the Society. However, if the Developer charges from the new allottees or purchasers of Developers Flat's charges towards Stamp Duty, meter Installation charges, Development charges, legal fees and possession charges etc towards the Developers Flat's the same shall be payable to the Developer.

13.11. **Unsold Premises.** If any of the Developer's Premises remain unsold for twenty-four months from the date of the Occupation Certificate, the Developer shall become a member of the Society and shall pay the proportionate Corpus Contribution for each unsold flat against the Society issuing separate shares/ share certificate to the Developer as per Clause 13.10 above, and all amounts towards outgoings, dues, taxes, maintenance and Society's charges in respect of the unsold Developer's Premises which other members of the Society are required to pay; however, no prior permission of the Society shall be required, other than per terms herein, nor any transfer charges shall be payable to the Society when the Developer effects sale of the unsold flats. The Developer is entitled to get a reimbursement of the corpus contribution from the purchaser of such premises sold as and when the purchasers of the Developer's Premises are admitted to the membership of the Society, the Society will transfer the shares/ share certificate to the purchasers of each of such premises without charging any transfer fees/ donation or corpus contribution.



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On the Developer issuing the Notice to Occupy to the Society, the

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DM RHP	ifc	MG	S.m.	on
A-5	A-6	A-7	A-8	B-1
RHP	M.ferin	SAL SAL SAL	SAL AL	M.Dam
B-2	B-3	B-4	B-5	B-6
DA LA	AL SAL	AL	f. Ashu	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		Shah	

Developer is entitled to forward applications for admission to membership of the Society in respect of the Developer's Premises and the Society is bound to complete the admission process and issue the shares/ share certificates to the applicants within two (2) months of their receiving a written intimation thereof and all of the following documents to the satisfaction and completion as required by the Society (in the Society's sole discretion), from the Developer:-

13.12.1. True copy of the sale agreement along with copies of the stamp duty receipt and registration receipt in respect thereof;

13.12.2. Application for membership with all necessary forms and affidavits as per all applicable rules and Society bye laws with the applicable membership fee;

13.12.3. NOC from Developer

13.12.4. Cost of shares; payment of all fees and dues as required by the Society or as per this Agreement

13.12.5. Any other document as reasonably required by the Society

The Society and the Members undertake not to admit any purchaser/allottees as member(s) on their own and shall only do so on receiving written notice from the Developer alone.

13.14. It is clarified that the Members, the purchasers/ allottees of the Developer's Premises admitted to the membership of the Society and the Developer (if they retain any of the Developer's Premises), shall enjoy the advantages, benefits and privileges in the Society and the use and



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Society	A-1	A-2	A-3	A-4
DM RHP	TIC	MG	S.M.	SH
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	Su Su	Su Su	MDam
B-2	B-3	B-4	B-5	B-6
DA	AV	SH	J. A. R. A.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		Shubh	

benefit of all common amenities, facilities, areas and services in the redeveloped Project including fitness centre/gymnasium, etc., on the same footing / basis as all the Members.

13.15. The applicable property taxes, N.A. taxes, outgoings, maintenance charges and dues of/ relating to the Developer's Premises shall be paid by the Developer from possession date until the Developer's Premises are sold and the concerned purchaser(s) are put in possession thereof.

13.16. The Society shall not obstruct, and shall ensure that its members do not obstruct, the sale/ allotment of the Developer's Flats and/or the Developer's Car-Parking Spaces and the access thereto, and they shall extend all necessary support and cooperation in this regard so long as the Society does not have to bear any expenses.

13.17. The Society is aware that the Developer has taken rights of Redevelopment and will be incurring substantial obligations so as to be able to be able to sell the Developer's Premises and realize the proceeds thereof, and that such sales will continue beyond the completion of the Project. The Society also agrees that part of the Developer's marketing efforts will be the showcasing of the New Building/ Project. The Society hereby agrees that any feature lighting that may be installed by the Developer to light up the façade/ features of the New Building that may be provided in the lobby shall not be switched off by the

Developer's marketing personnel, channel partners and/or by prospective flat-purchasers for viewing the common areas (including the common terrace, fitness centre, parking areas, etc.) as may be provided

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Society	A-1	A-2	A-3	A-4
DM RHP	MG	S.M.	sn	
A-5	A-6	A-7	A-8	B-1
RHP	Mfain	She She She	se. AL	N.Dam
B-2	B-3	B-4	B-5	B-6
DA Ut	AL gey	KN	J. N. Blub	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		Shubh	

in the Project shall not be obstructed by the Society or its members subject to the Society and Developer agreeing to fair timings to show flats during normal business hours, Society can switch off such features during non-business hours, and the approximate amount of electricity bill, and any damages that the marketing personnel or channel partners or potential purchasers or viewers incur (at the sole determination of the Society) shall be borne by the developer.. The aforesaid term is an intrinsic part of this Agreement.

14. GENERAL PROVISIONS RELATING TO THE REDEVELOPMENT WORK.

14.1. As stated in Clause 9.7 hereof, the Developer has prepared, and the Society has approved the tentative plans in respect of the Members' New Flats, copies whereof are annexed hereto at Annexure 'L' hereto. Any changes / Amendment / Modification as may be required by the MCGM, as long as the same does not reduce the Carpet Areas of the Members' New Flats or change the location of any of the Members' New Flats, or key layout of rooms or the elevation, can be carried out by the Developer. If, however there is any change in the layout which causes reduction in the Carpet Areas of the Members' New Flats or if there is any change in the location of any of the Members' New Flats then the Developer shall first try to address the same by making changes to the extent possible and resubmitting the plans, and if not reasonably possible then shall obtain the Society's prior approval in terms of this Agreement.

14.2. The Members would be at liberty to take away his/her/their movable



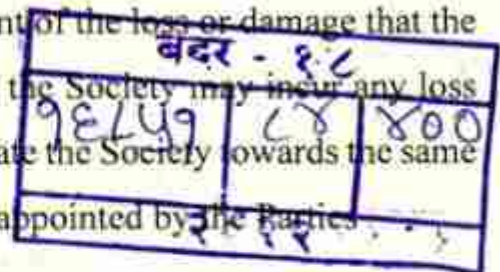
बदर - १		
१६८५९	८३	४००
२०२२		

Society	A-1	A-2	A-3	A-4
DM RHP	T/c	MG	S.M.	on
A-5	A-6	A-7	A-8	B-1
RHP	M. J. J.	Sh. Sh. Sh.	Sh. Sh. Sh.	M. J. J.
B-2	B-3	B-4	B-5	B-6
DA W	Sh. Sh. Sh.	Sh. Sh. Sh.	J. A. Sh.	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M.		Sh. Sh. Sh.	

furniture, movable fixture, movable fittings, from his/her/their existing flat at the time of vacating and handing over possession of their Flats. The Members shall not remove their doors, wires, aluminum doors, windows, plumbing materials and/or any other immovable materials whatsoever which are attached to the Existing Flats/Existing Buildings at the time of vacating and handing over possession of their Existing Flats. It would be the responsibility of the Society to ensure that the Existing Members comply with the same, and in the event of non-compliance thereof, the Developer shall deduct the appropriate loss or damages incurred due to such actions from any amount payable to such Existing Member. The value realized from the demolition/ salvage (which will be carried out by the Developer at its costs) shall be collected by and shall belong to the Developer alone.



14.3. All permissions required from all concerned authorities for the Project shall be obtained by the Developer at its costs. The Developer shall strictly adhere to the rules and regulations of the MCGM and all other authorities and shall also strictly adhere to the provisions of law including RERA whilst carrying out the Redevelopment work. In the event the Developer commits any breach as a result of which the Developer incurs any loss or damage, the Developer shall indemnify and keep indemnified the Society to the extent of the loss or damage that the Developer may thus suffer. In the event the Society may incur any loss or damage, the Developer shall compensate the Society towards the same as determined by an arbitrator mutually appointed by the Parties.



14.4. and when called upon by the Developer, the Society shall sign,

Society	A-1	A-2	A-3	A-4
DM RHP	MC	MG	S.m.	ph
A-5	A-6	A-7	A-8	B-1
RHP	Mfain	SH. SH. SH.	SH. AL	MDane
B-2	B-3	B-4	B-5	B-6
DA ut	SH	AN	J. N. Shuk	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		(2000-2001) 2001	Shank

execute, register, issue and deliver to the Developer all applications, writings, letters, plans, forms, documents, etc., as may be required by Developer, for submission to the MCGM and other concerned authorities or otherwise, to enable the Developer to undertake and complete the Redevelopment of the Property as envisaged herein, including to enable the Developer to obtain the full sanction and approval of the building plans and specifications and utilization of the Development Potential to the maximum extent possible and permissible and to obtain approval and sanction of/to any amendments, modifications and/or variations thereto/therein.

14.5. The Developer shall not be responsible or liable for any breaches or non-compliance of any approvals, permissions, plans, sanctions, orders and NOCs granted or issued in respect of or relating to the said Property for the period prior to the date of this Agreement. The Developer shall be responsible or liable for any breaches or non-compliance of any approvals, permissions, plans, sanctions, orders and NOCs granted or issued in respect of or relating to the said Property for the period after the date of this Agreement.

14.6. The Developer shall pay and discharge duly and punctually all those liabilities to the building contractors, Project Management Consultants, labour, material suppliers, workmen and other employees and any other party employed by the Developer for the purpose of and incidental to the Redevelopment work in terms hereof and the Developer hereby indemnify and keep indemnified the Society and Members from and against all such actions, costs, claims and demands arising from the



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१०३३		

Society	A-1	A-2	A-3	A-4
DM RHP	TK	MG	S.M.	sn
A-5	A-6	A-7	A-8	B-1
RHP	Myfair	S.S.S.S.S.	S.S. CH	M.Dave
B-2	B-3	B-4	B-5	B-6
DA Ht	AL S.S.	AI	f. ASHUT	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		CH. D. D. R. K. L.	

construction activity and/or on account of any act of commission or omission or breach or delay or default on the part of the Developer in developing the said Property.

- 14.7. The Common Amenities & Specifications of the New Building/ Project that the Developer shall provide are listed in **Annexure "H"** annexed hereto and the same shall be provided at the costs and expense of the Developer alone. If the Developer provide further or better specifications/ utilities/ facilities than those listed in Annexure "H" the same shall be done at the costs of the Developer alone, and the Society or its Members shall not be required to compensate/ reimburse/pay the Developer for the same. If the Developer provides any Common Amenities & Specifications that are lower or inferior than in Annexure H without prior Approval from the Society, then the same shall be considered a breach of this Agreement. The Developer shall then compensate a sum calculated by the PMC.

- 14.8. Except as provided herein, the entire Redevelopment, construction costs including the fees of the Architects, R.C.C. Consultants and all other professionals/consultants appointed by the Developer, the bills of the various contractors appointed by them, the wages/ dues of the workmen, costs of all materials, bills of suppliers, all charges, fees and deposits to be paid to the concerned authorities for the Project, costs of/ expenses for procuring and loading TDR, Premium FSI, Fungible FSI, etc., and all premiums/ charges payable to the MCGM and other concerned authorities, and any other statutory costs for redevelopment projects shall be borne and paid by the Developer alone. The Developer shall be

Society	A-1	A-2	A-3	A-4
DM RHP	Ifc	Mh	S.M.	Sh
A-5	A-6	A-7	A-8	B-1
RHP	Mfain	Sh Sh Sh	Sh AL	Mdane
B-2	B-3	B-4	B-5	B-6
DA Lt	AL SW	HN	J. N. Subul	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		(27000.000) 2000 Shah	

entitled to obtain the refund from the MCGM/ concerned authorities of all refundable deposits which are paid/ payable by the Developer to the MCGM/ concerned authorities. The Society shall have no claim on refundable deposits which are paid/ payable by the Developer to the MCGM/ concerned authorities. If any such deposits are refunded to the Society, the same shall be paid-over by the Society to the Developer without any demur within one week of the amounts being credited into the Society's account.

14.9. The Developer shall adhere to all provisions of law as regards the workmen employed/ engaged in the Project and shall be responsible for all the liabilities in respect of/claims by the workmen/ persons so employed/ engaged in the construction work and the Developer shall indemnify the Society and Members from and against all the claims in connection therewith and all liabilities arising from such workmen shall be paid by the Developer.

14.10. The Developer is entitled, at its own risk and costs, to avail of all credit facilities, etc., from banks, financial and credit institutions and/or any other persons, inter alia, for the Redevelopment of the Property, and on a principal-to-principal basis, and to create any mortgage, charge and/or other security interest in respect of its rights and entitlements herein. The Developer shall give an undertaking with a copy marked to

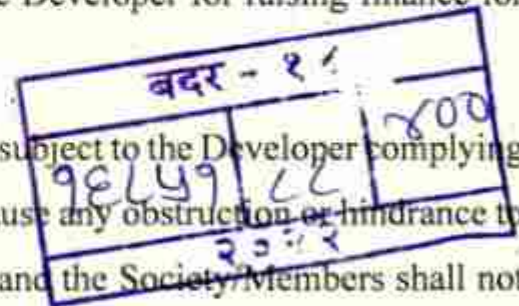
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the Institution that the funds so raised shall be accrued to the expense account and shall be utilized only for the Development of this Society and no other clubbing provision for other Project would be availed by the Developer. The Developer shall not create any mortgage, charge or other

Society	A-1	A-2	A-3	A-4
DM AHP	HC	MG	S.M.	gn
A-5	A-6	A-7	A-8	B-1
AHP	Mfain	SH. SH. SH.	SH. H	Mama
B-2	B-3	B-4	B-5	B-6
DA H	AL SH	H	Adhul	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		SH. SH. SH. SH.	Shah

security interest in respect of the plot or land or the common areas stated herein, or the Members' Existing Premises or the Members' New Flats, except the receivables for the extra area purchased by any Member as per terms herein. For the aforesaid purposes, the Developer shall be at liberty to execute all agreements, documents and writings, provided that the Developer shall be the principal debtor and they shall solely be liable and responsible to repay such loans with interest, costs, charges and expenses thereon. The Society and the Members shall not be liable or responsible in any manner howsoever for any such loans or credit facilities availed of by the Developer and/or for any default on the part of the Developer. Any charge or security created by the Developer shall be subject to the terms of this Agreement and the Developer shall ensure that a copy of this Development Agreement with this clause highlighted is submitted to any financial institution that the Developer obtains financing from and the Developer shall provide a proof of service of the Development Agreement to the Society. The Society agrees and undertakes to sign such writings/ NOCs as are customary and standard for redevelopment projects and when called upon by the Developer for raising finance for the Project.

14.11. The Society and/or its Members shall subject to the Developer complying the terms of this Agreement, not cause any obstruction or hindrance to the construction/ development work and the Society/ Members shall not claim or demand any additional consideration, benefit or extra area (other than extra area purchased by the Member as accepted by the Developer) whatever name called for any reason whatsoever from the Developer,



Society	A-1	A-2	A-3	A-4
DM RHP	ifc	MG	S.M.	82
A-5	A-6	A-7	A-8	B-1
RHP	Mfain	su su su	SM. AL	Mdama
B-2	B-3	B-4	B-5	B-6
DA ut	AL SW	AN	f. 18/11/12	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		SHAH	

and without prior intimation to the Society, other than that provided in this Agreement failing which, and upon reasonable evidence by the Developer of such claim or demand, the said Member shall forfeit their entire Corpus and all other compensation (rent etc) from the Developer from that point on, and such Corpus and other compensation shall be accrued and paid to the benefit of the Society.

14.12. While all permissions, approvals and sanctions of the MCGM/ concerned authorities pertaining to the New Building are available online, any such documents in physical form as may have been obtained by the Developer shall be handed over by the Developer to the Society within twelve months of receipt of Occupation Certificate.

14.13. From the License date, the Developer shall be entitled, at its costs, to advertise and publicize the Redevelopment of the Property and the Developer's Premises in all and any media and install and maintain, hoardings/ signage upon the Property, but subject to the provisions of this Agreement and applicable law.

14.14. The Society or the Society's PMC shall not hinder, interfere with or restrict the Developer whether during or after the completion of the Redevelopment, from entering upon, holding, possessing, occupying and enjoying the Developer's Flats and the Developer's Car-parking Spaces save and except that the Society's Managing Committee members and

the Society's PMC/ Consultant shall, after issuing prior notice, visit the site subject to adherence of all site rules regarding safety. The Society's PMC, and designated two members of the Society shall be able

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Society	A-1	A-2	A-3	A-4
DM RHP	Tk	MG	S.M	on
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	su. su. su.	she. Al	M. D.
B-2	B-3	B-4	B-5	B-6
DA	Al su.	Al	f. Ashu	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		श्री. सु. सु. सु.	

to get unrestricted access to the site at all times and a covered area/portable cabin/room to occupy and work at all times during the project. If the Developer require the Society's PMC to provide any letters, writings, clarifications etc., in respect of the Re-development and if no time period is specified in this Agreement to do so, the Society's PMC shall provide the same within fourteen days of the Developer request to the Society's PMC or as mutually agreed upon by them.

14.15. The Parties agree and undertake to comply with all their obligations without any delay or default, and on a time bound basis. Accordingly, it is agreed and clarified that unless any other time period is specified in this Agreement, when any consent is required to be given by the Society to the Developer, the Society shall provide such confirmation or consent or communicate its disapproval (as the case may be) or the extra time/days needed and the reason for seeking the extra time/days, not later than the date that the Society is required to provide the same or within fourteen days whichever is later, failing which the Society shall be deemed to have granted such confirmation or consent (as the case may be). The parties shall make best efforts to ensure that such consent may not be unduly or unreasonably withheld.

14.16. To prevent delays and disputes arising, the Developer shall deal only with the Managing Committee of the Society (or designated two members of the Society or Redevelopment Committee, if so appointed by the Society) in all matters concerning the Redevelopment of the Property as per the terms and provisions of this Agreement, and the Developer shall not be required to deal with or entertain any Members

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Society	A-1	A-2	A-3	A-4
DM RHP	MC	MC	S.M.	MC
A-5	A-6	A-7	A-8	B-1
RHP	Mfain	8th 9th 10th	Sh. AL	MC
B-2	B-3	B-4	B-5	B-6
DA	AL	MC	g. N. Sh.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		Sh. Sh.	

independently. Accordingly, the Society shall ensure that no Members independently approach the Developer in respect thereof.

14.17. On completion of the New Building, the parties shall comply with and ensure compliance of all rules and regulations pertaining to the use, operation, upkeep and maintenance of all equipment and systems including fire-fighting, elevators, mechanized parking systems/ hoists/lifts, water-pumps, electrical systems, safety/security equipment, etc., and shall obtain from the concerned authorities and keep valid all required certifications till one (1) year post the completion of the New Building subject to proper handover within 30 days of Occupation Certificate along with the training, demonstration and proper handover of all such equipment and warranty shall be given by the Developer to the Society after which the Society shall be responsible for the same. All CAD drawings, all hard copy drawings, all approvals and all certifications and warranties shall be handed over to the Society by the Developer within the first year after completion of the New Building

14.18. The Developer shall be solely responsible for the liability under ESIS, Provident Fund, Workmen's Compensation Act and all other statutory liabilities relating to redevelopment.

14.19. The Developer shall strictly adhere to the rules and regulations of the MCGM and the local authorities while constructing the said New

बदर - Building. In the event the Developer commits any breach as a result of which the Society incur any loss or damage, the Developer shall indemnify and keep indemnified the Society/Members to the extent of

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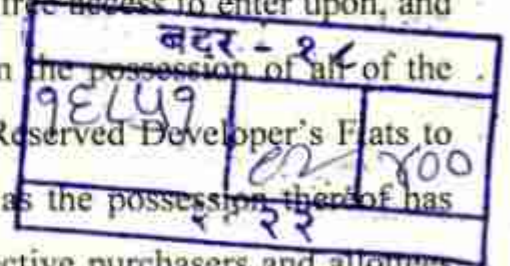
Society	A-1	A-2	A-3	A-4
DM RHP	T/L	MG	S.M.	82
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	She She She	She	M. J. J.
B-2	B-3	B-4	B-5	B-6
DA	AV	AV	J. A. J.	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		Shree	

loss or damage that they may suffer.

15. LICENSE TO ENTER UPON THE PROPERTY-

It is hereby specifically agreed between the parties hereto that the Developer is only given the right to carry out the Redevelopment of the said Property on the terms mentioned herein and bring contractors, workmen and such other staff and employees on the said Property and to keep and store necessary materials on the said Property, and generally to carry out the Redevelopment work in terms of this Agreement. The Developer shall remove its workmen and employees and stored material from the said Property at the earliest possible on completion of the New Building with all amenities and improvements and this shall happen before notice of possession by Developer to the Members. The license has been granted in favour of the Developer in respect of the said Property is irrevocable after getting the plans for Development Potential sanctioned within the timelines provided in this Agreement till completion of the Project (and till possession of all flat-purchasers) and at all material times, the possession of the said Property shall remain with the Society. The license to construct shall come to an end on completion of the Project and/or on receipt of Occupation Certificate from the

CGM whichever is later Notwithstanding anything contained herein, the Developer shall always have full and free access to enter upon, and shall always be, and be deemed to be, in the possession of all of the Developer's Premises (save and except Reserved Developer's Flats to the extent stated herein) until such time as the possession thereof has been delivered by Developer to the respective purchasers and allottees



Society	A-1	A-2	A-3	A-4
DM RHP	if	MG	S.m.	a
A-5	A-6	A-7	A-8	B-1
RHP	Myfair	SHE SHE SHE	SHE. AL	Madame
B-2	B-3	B-4	B-5	B-6
DA ut	AL SHE	IN	J. N. Shukla	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		Shukla	

thereof.

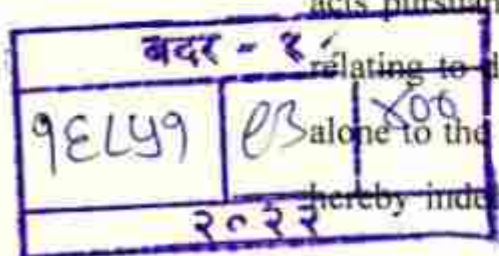
16. POWER OF ATTORNEY-

16.1. The Society has, on execution hereof, executed in favour of the Developer a Power of Attorney inter-alia authorizing the Developer to do and execute all such acts, deeds and things required for commencing and completing the Redevelopment of the said Property in terms of this Agreement including dealing with the MCGM and other authorities and obtaining sanction/ approval of building plans and for obtaining all permissions required for the Project. Notwithstanding the aforesaid, the Society agrees and undertakes to sign and execute such letters, applications, writings, plans, etc., that are typical and customary and may be required by the Developer or by the MCGM or other concerned authorities in respect of the Redevelopment.

16.2. All acts, deeds and things done by the Developer by virtue of the Power of Attorney shall be at the risk and costs of the Developer.

16.3. The Developer shall submit copies of the correspondence with the authorities and other documents under the said Power of Attorney to the Society from time to time, and in no event later than the end of the month in which such document was created/submitted by the Developer.

16.4. The Developer agrees, assures and undertakes to carry out only lawful acts pursuant to the Power of Attorney and all the acts thereunder relating to development shall be at the cost and risk of the Developer alone to the exclusion of the Society and the Members. The Developer hereby indemnifies and save harmless and shall keep indemnified and



Society	A-1	A-2	A-3	A-4
DM RHP	T/c	SLG	S. M.	a
A-5	A-6	A-7	A-8	B-1
RHP	M. K.	SLG SLG SLG	SLG SLG	M. K.
B-2	B-3	B-4	B-5	B-6
DA	SLG	SLG	G. N. K.	DM
B-7	B-8	B-9	B-10	Developer
	A. B. M.		Bluebo	

harmless the Society and the Members jointly and severally against all actions, costs, claims, damages, fines, litigation, penalties, prosecutions or proceedings that they or any of them may face due to any act of omission or commission of the Developer relating to the powers or development.

16.5. The Power of Attorney shall be co-terminus with this Agreement.

17. THE SOCIETY'S PMC-

17.1. The Society's PMC shall guide / advise the Society in the matters pertaining to the construction work and adherence to the time schedule of this Agreement and adherence to the plans approved by the MCGM.

17.2. The Society's PMC shall suggest changes to the designs and planning of the New Building/ project or seek any change in the Members' Amenities/ Common Amenities or Specification. While the Society's PMC is entitled to carry out measurements and quality control tests and checks as per this Agreement and advise the Society on the general construction activity, the Society's PMC shall not interfere with or cause delay in the construction activity unless the Developer breaches the terms of this Agreement. Subject to the aforesaid, if the Society's PMC points out any work which is pending or is to be remedied, or points out any shortfall in the area within the time stated in this Agreement, the same shall be carried out/ remedied/ compensated / justified by the Developer as per the terms of this Agreement.

17.3. While the Society and the Society's PMC can freely access the website of the MCGM for details and copies of all plans and permissions



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can freely access the website		
of all plans and permissions		

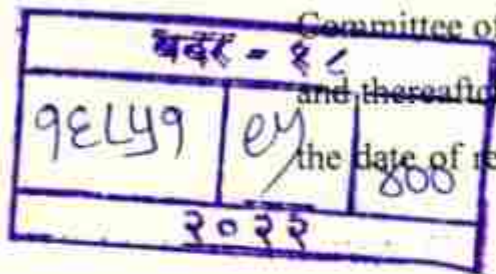
Society	A-1	A-2	A-3	A-4
DM RHP	ifc	MG	S.m.	on
A-5	A-6	A-7	A-8	B-1
RHP	M. Jain	S. S. S. S.	S. S. S.	M. Jain
B-2	B-3	B-4	B-5	B-6
DA	AL	AL	J. N. S.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		Shubh	

approved by the MCGM in respect of the New Building, the Developer agrees to furnish to the Society's PMC copies of working drawings, architectural drawings, structural drawings as and when required.

18. PROCESSES FOR HAND-OVER OF MEMBERS' NEW FLATS-

18.1. The Managing Committee Members through their PMC shall, with 24 hours prior written intimation and/or every fortnight, have free access to the construction site and other places where materials are being prepared/obtained/tested for construction. No other person shall be allowed on the worksite without written permission from the Society. In case if any defects are observed in the construction or the materials used for construction, the same shall be intimated to the Developer and the Developer will rectify/justify the same within 30 (thirty) days of such intimation at the satisfaction of the Society / PMC. The PMC will explicitly provide details of the defects as observed by them and shall provide reasonable explanation to back the same.

It is agreed by and between the parties hereto that as soon as the Members' New Flats are ready and habitable as provided in this Agreement and the Developer shall apply for Occupation Certificate, the Developer shall intimate to the Society for joint inspection and verification of the Members New Flats not less than 60 (sixty) days prior to the issuance of the Occupation Certificate (b) The Managing Committee of the Society together with the Society's PMC shall inspect and thereafter inform the Developer not later than 30 (thirty) days from the date of receipt of the Notice of Inspection, to rectify the defects, if



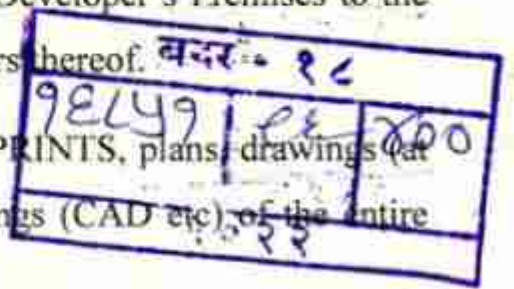
Society	A-1	A-2	A-3	A-4
DM RHP	IF	MG	S.M.	80
A-5	A-6	A-7	A-8	B-1
RHP	Myfair	S.M. S.M. S.M.	S.M. S.M.	MDave
B-2	B-3	B-4	B-5	B-6
DA	SA	SA	J. R. S. S.	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		Shree	

any, in the Members New Flats and the Developer shall rectify / justify the said defects to the satisfaction of the Society's PMC within 30 (thirty) days from the date of receipt of intimation of any defect/s. It is agreed that in the event the Managing Committee of the Society together with the Society's PMC fails to communicate and/or intimate about any defect/s in the Members New Flats within the time line as stated herein, then it would be presumed that there is no defect/s whatsoever and the Members shall take the possession of the Members New Flats within the time line as stated herein.

18.3. Upon the Developer's obtaining the OC for the New Building, the Developer shall intimate the Society in writing to receive the possession of the Existing Members New Flats ("**Notice to Occupy**") and, subject to terms herein, within 30 (Thirty) days from the date of receipt of the Notice to Occupy, the Members through the Society shall take possession of their respective New Flats in the New Building. The Developer will immediately apply for the connection of the water line from the MCGM and obtain the same expeditiously- till such connection of the MCGM water-line, the water charges shall be borne by the Developer.

18.4. Simultaneously with the Developer issuing the Notice to Occupy, the Developer shall be freely entitled and at liberty to offer and deliver peaceful and vacant possession of all the Developer's Premises to the respective allottees, purchasers and acquirers thereof.

The Developer shall provide ALL BLUE PRINTS, plans, drawings (at least one hard copy) and electronic drawings (CAD etc) of the entire



Society	A-1	A-2	A-3	A-4
DM RHP	Life	MG	S.M.	SH
A-5	A-6	A-7	A-8	B-1
RHP	Mfair	SHE SHE SHE	SHE AL	Mfair
B-2	B-3	B-4	B-5	B-6
DA BH	AL SHE	AL	f. AL	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		CHITRA SINGH & CO Dhruv	

project, equipment manuals, wiring diagrams, sewage, plumbing diagrams etc for Society's use along with the intimation about receipt of OC.

19. CONTINUING WORKS OF IMPROVEMENTS -

The Society/ Members are aware that on receipt of the Occupation Certificate, the Developer will have to hand-hold the Society so as to ensure a smooth functioning of the elevators, pumps, common lights, switches, car-parking systems, gates, and other common amenities and a seamless hand-over of the management of the same to the Society. The Society/ Members are also aware that after receipt of the Occupation Certificate, there will be works of improvements and beautification done so as to enhance the aesthetics of the New Building and the common areas and facilities (whether by way of landscaping, green areas, ornamental plants, lobby improvements & furniture, etc.). The Society/ Members are also aware that the interior works to the Developer's Flats shall continue beyond the Occupation Certificate. The Society/ Members shall not obstruct such work being carried out nor shall they raise a claim of unfinished work by the Developer, it being understood and agreed that once the Developer has obtained the Occupation Certificate of the New Building and have completed the Members' New Flats with Member Amenities, the Developer is entitled to serve the Possession-Notice to the

Society and shall only be liable to pay the Rental Compensation upto the end of month following the month of the Possession-Notice and no further.

बदर - १८		
१६८५९	६८	४००
२०२२		

Society	A-1	A-2	A-3	A-4
DM AHP	Te	MG	S.M.	82
A-5	A-6	A-7	A-8	B-1
RHP	M. Jain	S. S. S. S. S.	S. S. S. S.	M. Jain
B-2	B-3	B-4	B-5	B-6
DA	W	AN	J. N. S.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M.		Shree	

**20. FORCE MAJEURE -**

20.1. The Parties hereto agree that the time for completion of the New Building and obtaining the Occupation Certificate shall be subject to Force Majeure events.

20.2. The term "Force Majeure" wherever used in this Agreement shall mean any event or circumstance or combination of events or circumstances as specified below that affects the Developer in the performance of its obligations in accordance with the terms of this Agreement and includes:

20.2.1. acts of God including earthquakes, floods, inundations, landslide, storm, tempest, hurricane, cyclone, lightning, epidemic, pandemic, declaration of lockdown or containment zone by the authorities, and the resultant effects causing restrictions on movement of workmen or material or delays due to restricted/ reduced functioning of the MCGM/ other authorities;

20.2.2. order, injunction, or decree or judgement of any Court staying the construction activities or restricting the Redevelopment not due to any wrongful act of commission/omission by the Developer, non-grant of tree-cutting NOCs, changes in policy of the Municipal Corporation or other authorities which restrict the Redevelopment and/or any future prevention by way of any amendment in law or new law, rules or regulation applicable which adversely affects the re-development of properties across the Mumbai Suburban,

20.2.3. acts of terrorism, war, hostilities (whether declared or not), invasion, rebellion, riots.

बंदर - १८	
९६५९	४००
२०२२	

Society	A-1	A-2	A-3	A-4
DM RHP	if	MG	S.M.	8u
A-5	A-6	A-7	A-8	B-1
RHP	Myfair	SEI SEI SEI	SEI AZ	MDam
B-2	B-3	B-4	B-5	B-6
DA 14	AL SEI	for	J. N. Sub	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M		SEI SEI SEI SEI	Shubh

20.2.4. Any shortage of workmen or shortage or disruption in supply of material due to the above reasons affecting proposed redevelopment.

20.2.5. Any inaction of the Planning Authorities / State Government which results in delay in obtaining the requisite permissions /approvals / sanctions for constructing the New Building.

20.3. On occurrence of Force Majeure events and as soon as is practicable, the Developer shall notify the Society of the same in writing setting out the nature, the evidence, and extent of the Force Majeure/ event. If the Developer fails to inform the Society about encountering the Force Majeure conditions in 15 (fifteen) days, they cannot claim Force Majeure at later dates as an excuse. The Developer shall notify the Society of the continuing Force Majeure with evidence once every thirty days for

be counted as continued to exist. In the event, if the Society has any query

about the Force Majeure event, then the Society shall write about the

same to the Developer within 15 (fifteen) days from the date of

invocation of Force Majeure by the Developer. On receipt of any

communication from the Society, the Developer shall within a period of

(fifteen) days thereafter provide requisite clarification to the queries

raised by the Society. It is agreed between the parties that if the Force

Majeure events continues and only, if need be, then the parties can meet

mutually discuss and evaluate the time-lines as fixed in the

Development Agreement.

20.4. Notwithstanding anything to the contrary, if any Force Majeure



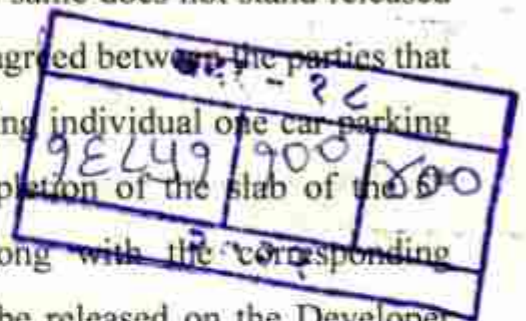
बदर - १०८	
१६५१	१००
२०२२	

Society	A-1	A-2	A-3	A-4
DM RHP	He	MG	S.M.	8
A-5	A-6	A-7	A-8	B-1
RHP	Myfain	S.S.S.S.S.S.	S.S.S.S.	MD
B-2	B-3	B-4	B-5	B-6
DA	He	AN	f.N.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		Shubh	

condition occurs, time for compliance of the Developer's obligations only towards those activities that were affected by the Force Majeure shall stand extended to such equivalent period during which such force majeure condition was subsisting and the Developer shall continue paying the Rental Compensation at the rate specified in Section 11 hereof, but shall not be liable to bear or pay any interest or penalties or liquidated damages or any other amounts, charges, liabilities etc. for such period. The right to suspend performance provided by this clause has effect only for the period during which the Force Majeure conditions exist.

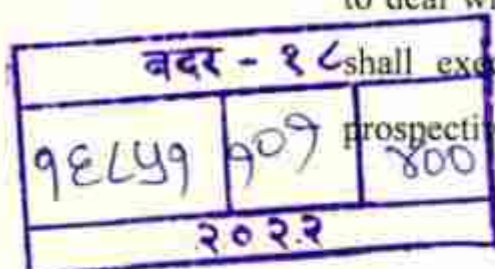
21. RESERVED DEVELOPER'S FLATS

21.1. The Developer has agreed to offer flat/s (Flat Nos. 603 and 703) in the proposed New Building to be constructed on the said Land aggregating to a total of approximately 1200 square feet area from the Developer's Flats as well as the 2 (two) individual car parking spaces from the Developer's Parking Spaces *as lien* to the Society for faithful performance and compliance of all duties and obligations by Developer under this Agreement. It is hereby agreed by and between the Developer shall not create any third-party rights, title and interest vis a vis the Reserved Flats, till such time the same does not stand released under the terms of this Agreement. It is agreed between the parties that Flat No. 603 along with the corresponding individual one car parking space shall stand released on the completion of the slab of the 6th habitable floor and Flat No. 703 along with the corresponding individual one car parking space shall be released on the Developer



Society	A-1	A-2	A-3	A-4
DM RHP	Life	MG	S.M	8n
A-5	A-6	A-7	A-8	B-1
RHP	Myfair	S.M. S.M. S.M.	S.M. S.M.	M.Dam
B-2	B-3	B-4	B-5	B-6
DA	at S.M.	IN	J.N. S.M.	DM
B-7	B-8	B-9	B-10	Developers
	A.B.M		S.M. S.M. S.M.	

making an Application to the MCGM for grant of Occupation Certificate for the New Building. The Developer shall make the said Application on the completion of the RCC structure and upon finishing of the plastering work. The parties hereto agree that notwithstanding anything contained in the present clause, the Developer shall continue to remain liable to pay the rental compensation and balance hardship compensation to the Members in terms of this Agreement. On the release of either of the Reserved Flats, the Developer shall be entitled to deal with the same as per their sole discretion and the Society and its Members shall not object or raise any dispute with respect to the Developer's dealing with the same. The Developer shall execute a Lien Document with the Society in furtherance of the present clause. The format of the Lien Document shall be first approved by the Society. The Developer will get the validity period of such Lien document or any part thereof extended from time to time as and when required. The Developer shall reflect the lien created vis a vis the Reserved Flats in favour of the Society on the webpage of the Project on MahaRera Website. However, it is made clear that the Developer shall revise the same in the event the lien stands released in terms of this Agreement. Also, it is agreed between the parties that in the event, the Developers commits any default in terms of this Agreement and the Society decides to deal with the Reserved Flats then in such an event, the Developer shall execute the requisite Agreement for Sale in favour of the prospective purchasers of the Society.



Society	A-1	A-2	A-3	A-4
DM RHP	1/2	2/2	S.M.	8
A-5	A-6	A-7	A-8	B-1
AHP	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	S.M.	A.M.	f. A. S.M.	DM
B-7	B-8	B-9	B-10	Developer
	A.B.M.		Chandra S.M.	