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.

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI 4 MUMBAI SUBURBAN DIST. (BANDRA 1 to 4)

बदर - १८
९६५५१ | ४०१ | ४००
२०२२

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

21.2. Upon the Developer making an Application to the MCGM for grant of Occupation Certificate for the New Building and subject to the Developer complying with its obligation to make payment of the balance Hardship Compensation and Rental Compensation as per the terms of this Agreement, all rights of the Society to the balance Reserved Flats shall ipso facto comes to an end and the Developer shall be entitled to sell / deal with the same in such manner as the Developer may deem fit and proper.

21.3. Subject to the terms of this Agreement, in the event the Developer fails to complete the New Building within the agreed timelines or upon termination as set out herein and/or fail to pay the rental compensation as per the terms of this Agreement, the Society shall be entitled to sell the Reserved Developers Flat together with the two car parking slots to any third party and use the proceeds in completing the Members New Flat and the construction of the Reserved Developers Flats and/or pay rental compensation as the case may be.

22. DEVELOPER'S DEFAULT-

22.1. In view of the Developer incurring and agreeing to incur the substantial obligations and liabilities (financial and otherwise) set out herein, besides which third-party rights would be created as per this Agreement in respect of the Developer's Premises, 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, the Parties agree as follows-

22.2. Subject to Force Majeure events and / or events beyond the control of the Developer, in the event the Developer fails to obtain the Occupation

बंदर - १८

9E649	902	800

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

Certificate, and / or complete/justify any remediation items listed therein in the New Building and complete the Members' New Flats with Members' Amenities as per the terms of this Agreement within the time-lines as set-out in this Agreement including the grace period of 6 (six) months, then the Society shall grant to the Developer 3 (three) additional months grace period. If the Developer fails to complete the said work within the grace period of 3 (three) additional months, the Society shall issue to the Developer the Cure Notice. If within a period of 3 (three) months from the date of receipt of the Cure Notice, the Developer fails to complete the said work, the Society shall have the right to step in and deal with the Reserved Developer's Flats in the manner stated herein and complete the construction of the New Building(s) and Members' New Flats with all the amenities and facilities by appointing their own contractors, architects as the Society deems fit (**"Step-In Rights"**).

22.3. In the event of the Society exercising its Step-In Rights, the Society may be required be entitled to deal with Reserved Developer's Flats as stated below (it being clearly understood and agreed that save and except for the Reserved Developer's Flats which will be dealt with as per the terms below, the rights of the Developer to the Developer's Flats and Developer's Car-Parking Spaces shall remain unchanged)-

22.4. The Society's PMC shall prepare a report inter-alia estimating the pending construction work, timelines and estimated costs/ expense to complete the New Building/s and to pay the Members the Rental Compensation till such period of completion and the same shall be verified and confirmed by the Developer's Architects within 15 days of receiving such report from PMC, following which the Society is entitled to sell the Reserved Developer's Flat to realize such estimated costs as per the report of the Society's PMC and for such sale price as the Society deems fit subject to the Developer having the first right of refusal to take over the said Reserved Developer's Flat (for the sake of clarity, this means the Developer shall purchase such

Society	A-1	A-2	A-3	A-4
A-5	A-6	A-7	A-8	B-1
B-2	B-3	B-4	B-5	B-6
B-7	B-8	B-9	B-10	Developers

Reserved Developer's Flat from the Society instead of the Society selling it to another purchaser other than the Developer), However the refusal (in case the Developer is desirous of purchasing the Reserved Developer's Flat(s) shall be conveyed in writing to the Society with 10 days, and after the refusal is conveyed the Developer shall pay the Society the Total Sales proceeds within 30 (thirty) days of such refusal. In the event, the Developer does not convey any refusal to the Society in writing within 10 days as above, or if the total sales proceeds are not deposited to the Society within 30 days of such refusal, the Society shall be free to sell such Reserved Developer's Flat(s) to another purchaser other than the Developer.

22.5. Out of the amount realized from selling the Reserved Developer's Flat), such amount decided upon as mentioned in Clause 25.3.1 hereof to meet the estimated costs/ expense to complete the New Building and to pay the Members the Hardship Compensation and/or the Rental Compensation for such period of completion, together with the Security Deposit shall be deposited by the Society into a separate bank account, while the balance thereof shall be paid over to the Developer. The amounts so deposited in the separate bank account as aforesaid shall be utilized by the Society towards the Hardship Compensation/ Rental Compensation payable to Members up to the Occupation Certificate and to complete the Members' New Flats with Occupation Certificate, for which the Society shall be entitled to appoint their own contractors and Architects. The Society shall undertake the expenses based on the Society's PMC's report. In the event the Society requires any further sums to complete the Redevelopment with all the amenities and facilities and/or Rental Compensation as per the terms of this Agreement, the Developer shall forthwith pay such amounts to the Society so as not to cause any delay in completing the Members' New Flats and the New Building. However, if the construction is delayed due for reasons attributable to the Society's PMC / Contractor, then the

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

Society shall not be entitled to call upon the Developer to pay such additional amounts. The Society shall render accounts to the Developer in respect of the construction and completion work. On receipt of the Occupation Certificate, the balance amount if any, in such account of the Society shall be refunded to the Developer.

22.6. The Developer shall provide all necessary support and cooperation, and execute all NOCs, letters, resignations, deeds and documents, as may be required by the Society for exercise of its rights. The Society shall consult the Developer with regard to the application for Occupation Certificate to be obtained in respect of the New Building;

22.7. After completion of the Redevelopment and on procuring Occupation Certificate from the MCGM, the Society shall cease to have any Step-In Rights or rights to the Reserved Developer's Flat and the two car-parking slots.

23. RESERVED

24. RESERVED

25. RESERVED

26. DELAY OR DEFAULT BY MEMBERS-

26.1. If any Member fails to execute the Consent Letter and / or vacate and hand over quiet, vacant and peaceful possession of its existing premises owned/occupied by him/her in terms of this Agreement then and in such event such Member in default shall be liable to pay and shall pay to the Developer as penalty a sum calculated at the rate of Rs.30,000/- (Rupees Thirty Thousand) per day for the period of the first 10 days from the date of such default, and thereafter at the rate of Rs.60,000/- (Rupees Sixty

बदर - १/
९६५५१ ४०५ २००
२०२२

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

Thousand) per day beyond the expiry of the aforesaid period of 10 days till the time such Member in default executes the Consent Letters / actually vacates and hands over vacant possession thereof to the Developer, and the amount so calculated shall be adjusted against the hardship compensation/ rental compensation and/or any amounts payable to such Member in pursuance of this Agreement.

26.2. In the event any of the Society and/or the Member(s) of the Society hinders, interferes with, restricts or obstructs the Redevelopment of the said Property, or any third-party puts forward any claim which results in a delay or stoppage of work, then notwithstanding anything contained in this Agreement, the Developer shall not be held to be in breach, and time for completion of the Project as stated in this Agreement shall stand extended to the extent of such delay and the Developer shall not be liable to pay any penalty for such delay. Furthermore, the Society shall be liable to pay such damages, costs, expenses and losses suffered by the Developer by reason of the Society's default. For clarity, individual member's default or obstruction shall not be considered as Society's default or obstruction, and the Developer is free to seek damages from the individual member. The same shall be without prejudice to other remedies which would be available to the Developer or Society under the law.

26.3. The aforesaid is without prejudice to the rights of the Developer and the Developer is entitled to take such action as they deem fit including without limitation a right to claims for damages, interest on payments made, costs incurred, etc., from such dissenting/obstructing Member.

वदर - १८
९६५१ | १०६ | ४००
२०२२

DM RHP	A-1	A-2	A-3	A-4
A-5 RHP	A-6	A-7	A-8	B-1
B-2 DA	B-3	B-4	B-5	B-6 DM
B-7	B-8 A·B·M	B-9	B-10	Developer

26.4. The Parties agree that the pecuniary penalties are agreed upon considering the considerable time and expertise put by the Developer towards the Project and the crores of Rupees that they are and will be expending towards the Project and the losses and loss of opportunity that the Developer will have to bear on account of any delay or default caused by any Members.

26.5. If the amounts due by the Developer to such Member in default are not sufficient to cover the penalties/ amounts due by such Member, the Developer is entitled to withhold the possession of the new flat of such Member in default till recovery of all dues.

27. DEFECTS LIABILITY-

27.1. The Developer shall give a defect warranty for a period of 5 (five) years from the date of receipt of the Occupation Certificate (OC) for R.C.C. and structural defects observed in the Developer's work *save and except* such changes carried out by the Society and/or the Members herein along with the prospective purchasers. The Members and the prospective purchasers shall not commence any modification/ variation/ renovation in their New Flats without the written consent of the Society. The Developer hereby states that the water proofing agency shall directly give guarantee of minimum 10 (ten) years for terrace waterproofing and the Developer will co-operate with the Society and ensure that the Vendor rectify any defect which is found in the new building subject to the Agreement. If the Vendor does not comply with its obligation, then the Society and the Developer would take independent legal recourse against the Vendor to ensure that

THE SEAL OF THE JOINT SUB REGISTRAR AND ... MUMBAI SUBURBAN DIST.

बदर - १८
९६५५१ | १०८ | ४००
२०२२

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

the Vendor complies with its obligation. The Developer, the Society and the Agency shall execute into an Agreement, the draft of which would be shared with the Society 10 (ten) days in advance for the Society's consideration and approval. Any suggestions of the Society shall be included in such Agreement, *save and except*, the suggestions which are contrary to this Agreement. It is explicit agreed between the parties that the defect warranty shall not cover any defects/damage caused due to the interior work carried out by the Members and/or the prospective Purchasers. For the 'readymade products', the Developer will procure a suitable guarantee/ warranty from the concerned manufacturers/ suppliers of the said products and shall hand over to the Society and/or to the respective Member/s such guarantees/warranties at the time of handing over possession of the Members New flats.

28. <u>TIME IS OF THE ESSENCE.</u>

28.1. Subject to the terms of this Agreement, time is the essence of the Contract and the parties hereto shall strictly follow the schedules mentioned herein.

28.2. Subject to the terms hereof, any delay in the payment of any of the instalments of the consideration payable to the Society or to the Members will attract interest at the rate of 12% per annum without prejudice to other rights of the Society and the Members, if the delay continues even after 60 (sixty) days from the date of receipt of the Default Curing Notice of the Society.

28.3. If there is a delay in any of the Members' Existing Premises being handed

Society DM RHP	A-1	A-2	A-3	A-4
A-5 RHP	A-6	A-7	A-8	B-1
B-2 DA	B-3	B-4	B-5	B-6 DM
B-7	B-8 A·B·M	B-9	B-10	Developers

over to the Developer or of the Property being handed over to the Developer or if any of the Members (or persons claiming through Members) cause any obstruction to the Project, the time limit for completion of the project as stated in this Agreement shall stand extended to the extent of such delay and to such further days as determined therein without the Developer being liable for any penalties/ enhanced rentals and the Developer is entitled to take legal proceedings as they deem fit including without limitation a right to claims for damages, interest on payments made, costs incurred, etc. towards such Member(s) and the same shall be without prejudice to other rights of the Developer including rights as per this Agreement.

28.4. The Developer shall pay the PMC an amount as agreed by the Developer to the PMC and as mentioned in the work agreement between the Society, The Developer and the PMC and as per the milestones thereof. However, each payment shall be made by the Developer only after written intimation by the Society that the PMC has completed that step satisfactorily.

29. TAXES, UTILITY BILLS, OUTGOINGS AND DUES-

29.1. The monthly outgoings, dues and taxes of the Members' Existing Premises shall be paid by the Members and the taxes, duties and dues in respect of the said Property shall be borne and paid by the Society for the entire period up to the date of handing over possession of quiet, vacant and peaceful possession of the entire Property by the Society to the Developer. Thereafter, the Developer shall pay the same including LUC

बदर - १८८
९६५५१ | १०८ | ४००
२०२२

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

taxes up to the date of Occupation Certificate. From the date of receipt of the OC, the Members shall pay the outgoings, taxes, duties and dues of the new project proportionate to their respective Members' New Flats as well as the proportionate maintenance charges as billed by the Developer, whether or not they take possession of the New Flats or not. The Developer shall pay similar maintenance of Developers Flats that remain unsold from such date. The Society is responsible to ensure that each Member makes timely payment of their respective outgoings/ maintenance charges/ dues/ taxes.

30. INCOME TAX/ TDS

30.1. It is agreed between the Parties hereto that if TDS is required to be deducted from the amounts payable by the Developer to the Members under the terms of this Agreement, the same shall be deducted at the applicable rate.

30.2. Any taxes payable in respect of the amounts paid by the Developer to the Society/ Members shall be the responsibility of the Society/individual members alone, and the Developer or the purchasers/ allottees of the Developer's Premises shall not be responsible/liable for the same in any manner whatsoever.

बदर - १८
९६५१ | ११० | ४००

30.3. In the event any income tax/ capital gains tax is payable by the Society/ the Members by virtue of this Agreement at any time in future, the Society and/or the Members listed in Second Schedule hereto (or the heirs, executors, administrators, assigns and persons claiming through the Members herein) shall be liable to pay/ shall pay the same. Neither

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

the Developer nor the purchasers/ allottees of the Developer's Premises (even after their admission to the membership of the Society) (or their heirs, executors, administrators, assigns and persons claiming through them) shall be liable to pay or be called upon the contribute towards the same.

31. **MODE OF PAYMENT TO MEMBERS.** Payments of all amounts due to the Members under this Agreement shall be by cheques drawn in favour of each member (in the name of the first named member in the Share Certificate unless otherwise directed by the Society in writing) and will be handed over by the Developer in the manner stated in this Agreement) in discharge of their obligation of payment of the amounts stated in the cheques to the Members. It shall be the responsibility of the Members to collect the payment cheques from the Society as per this Agreement and Society shall obtain receipts thereof and hand over the same to the Developer.

32. **MANAGING COMMITTEE DECISIONS SHALL BIND ALL MEMBERS.** As agreed between the Parties, all decisions taken and documents executed by the Managing Committee of the Society shall be deemed to be for and on behalf of all Members and shall bind all Members of the Society (including persons claiming through members).

33. **CONDITIONS FOR SALE OF MEMBERS' EXISTING PREMISES-**

33.1 None of the Members shall sell or otherwise transfer their rights to any of the Members' Existing Premises or their rights and entitlements under this Agreement or to the Members' New Flats under any agreement, arrangement or understanding whatsoever until they and the intending

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

transferees first execute(s) and register(s) and hand over to the Society and the Developer a Deed of Adherence of the form as provided by the Developer, thereby agreeing to abide by and comply with all the obligations of the transferor-member under this Agreement without any demur.

33.2. Any further writings required by the Society to secure the rights of the Society and/or the Developer and/or the other members shall be given by the concerned member or by the transferee(s) without any demur.

33.3. This Agreement shall be binding on the new purchaser(s)/ transferee(s) to all intents and purposes and such purchaser(s)/ transferee(s) alone shall be entitled to the new premises and to the concerned member's share of the consideration/ amounts or the balance thereof or any other benefits as per this Agreement.

The member(s) who sell(s)/ transfer(s) his/her flat or shares shall cease to have any rights to the new flat or to receive any monies as per this Agreement or generally to any benefits or rights under this Agreement from the date of such transfer.

33.5. The proposed transferee shall not be entitled to, and shall not, claim any right adverse or prejudicial to the rights/interests of the Developer and/or obstruct or interfere with the Redevelopment.

34. <u>THE DEVELOPER-COMPANY –</u>

34.1. The Developer being a Private Limited Company, the previous approval in writing of the Society shall be obtained before any change is made in

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

the constitution of the company provided however that the existing directors are entitled inter se to alter their capital or induct any family members of the directors into the company without requiring any consent of the Society. Provided, However until completion of the project, the Developer agrees that Mr Pranav Ashar and Mr. Kiran Ashar shall not reduce their stake below the controlling stake.

35. **NO ASSIGNMENT.** The Developer shall not assign or transfer the benefits of this Agreement to any person or persons.

36. **NO PARTNERSHIP.** This Agreement shall not be treated as a partnership or a joint venture between the parties hereto and this Agreement contemplates only the development rights agreed to be granted by the Society in favour of the Developer as provided herein.

37. **REGISTRATION OF THIS AGREEMENT.** This Agreement shall be registered with the Sub-Registrar of Assurances. The Parties shall attend the office of the Sub-Registrar of Assurances and admit execution hereof.

38. **STAMP DUTY/ REGISTRATION CHARGES/ GST/ INCIDENTAL COSTS.**

38.1 The Developer shall bear and pay the stamp duty, registration charges, and all incidental costs payable on this Agreement, the Power of Attorney, and on all documents that may be executed contemporaneously with this Agreement.

बदर - १८
९६५५१ ९९३ ५००
२०२१

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

38.2. The Developer shall also pay the stamp duty, registration charges and all incidental costs on the individual confirmatory agreements/ writings of the Members PROVIDED however that if any Member has not signed this Agreement or if any Member is unavailable to execute/ register their Permanent Alternate Accommodation Agreements at the time that the Developer decides on the execution of the same as a result of which stamp duty at a higher rate is made applicable, then notwithstanding anything contained herein, such member shall be liable to pay the stamp duty and registration charges in respect of his/ her Permanent Alternate Accommodation Agreement, and the execution/ registration of the same shall be done at a time that is suitable to the parties thereto. If any member purchases additional area, the same be documented in the Permanent Alternate Accommodation Agreement to be executed in favour of the member/s. The proportionate stamp duty, registration charges, taxes, duties, levies and all other incidental costs, development charges for such purchased area shall be borne by such members alone and the Developer shall not be liable to bear the said expenses. The GST calculated on construction cost mechanism shall be borne solely by the Developer.

38.3. The Members that do not execute this Agreement shall solely borne all applicable Stamp Duty, Registration Charges and all incidental costs payable towards Supplemental Development Agreement and/or Permanent Alternate Accommodation Agreement towards the Member(s) New Flat and neither the Developer nor the Society shall be responsible for the same.

THE SEAL OF THE JOINT SUB REGISTRAR ANDHERI NO. 1 MUMBAI SUBURBAN DIST. (BANDRA)

बदर - २८
९६५१ | ९९८ | ८००
२०२२

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

39. NAME OF THE NEW BUILDING. The name of the New Building shall be " SAMRAT " or as per mutually agreed by the parties.

40. NOTICES. The respective addresses of the parties hereto for service of any notice are as follows: -

40.1. If to the Society and/or to the Members or any of them-

The Chairman or Hon. Secretary,
Samrat Co-operative Housing Society Ltd.,
Juhu Road, Santacruz (W)
Mumbai – 400054
E-mail address- samratchsltd@gmail.com

40.2. If to the Developer-

1001, 10th Floor, DLH Park,
Opposite Goregaon MTNL,
SV Road, Goregaon (W)
Mumbai - 400062
E-mail address- contact@pranavconstructions.com

40.3. Any notice required to be served on the parties hereto shall be in writing and shall be sufficiently served if sent by registered post acknowledgement due or personally delivered or e-mailed at their respective addresses, unless notice of a different address is received. Any notice required to be served on individual members shall be deemed to have been received by them if the same has been addressed to the Society and sent to the address of the Society.

41. DISPUTE RESOLUTION-

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

41.1. If any dispute arises out of or in connection with this Agreement including its interpretation, application or performance or any alleged breach of any provision of this Agreement, the Society (for itself and for all its members) and/or the Developer shall refer the dispute/s for resolution to a sole arbitrator. In the event the Developer and / or the Society (for itself and for all its Members) is unable to agree on a person to act as the sole arbitrator within 30 (thirty) days from the date of invocation either of the party shall approach the Hon'ble Bombay High Court for appointment of the Sole Arbitrator in accordance with the provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The arbitration will be governed by the Arbitration and Conciliation Act 1996 including any statutory amendments or re-enactments thereof for the time being in force and rules made thereunder. by the Bombay High Court. The arbitration proceedings will be conducted in English language at Mumbai. The costs of arbitration will be initially paid jointly by Parties in equal shares. The Arbitrator/s shall be entitled to determine by the award as to who will finally bear the cost and in what proportion. The Award of the Arbitrator shall be reasoned and given in writing.

42. **JURISDICTION.** The parties hereto agree that the Courts at Mumbai only shall have jurisdiction in respect of all matters whatsoever arising out of this Agreement.

43. **MEMBERS' DECLARATIONS.** The Society shall procure from the Members, before the License Date, declarations confirming inter alia their representations in this Agreement.

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

44. **NON-EXECUTION OF THIS AGREEMENT BY MEMBERS.** In the event any of the Members are not available/ do not sign this Agreement, his/ her name will be removed as a signatory and the execution of the documents will be completed and this Agreement shall bind all members to all intents and purposes and the project will be proceeded with as contemplated in this Agreement. Action shall be taken against any Member who obstructs the Project.

45. **RERA-** The Developer shall strictly adhere to the provisions of RERA and MAHA-RERA and agree that in the event of any complaint being filed or in the event any breach is caused of the provisions of RERA or the Rules thereunder (whether by way of delays in the project, breaches of any of the terms of the agreements with the purchasers of any of the Developer's Premises, or otherwise howsoever), the Developer alone shall be liable f... same.

46. **PARTIES' ADVOCATES-**

46.1. Advocate Gursheen Kaur Sahni, represent the Society in this transaction and the redevelopment procedure and their fees and costs shall be borne and paid by the Society.

46.2. Advocate Harsh Behany, represent the Developer and their fees and costs shall be borne and paid by the Developer.

47. **CLOSING PROVISIONS-**

9ELY9 | 900 | 800

2022

47.1. **No waiver of Rights.** Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any

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

right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power, or remedy.

47.2. **Amendment.** This Agreement may be modified or amended only by a writing duly executed by the Society and the Developer.

47.3. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law, and if the rights or obligations under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid, or unenforceable provision, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

47.4. **Authority to Sign.** The Parties hereto represent that the persons signing this Agreement have full and complete authority to do so on behalf of the respective Parties and execution hereof by the Parties creates a legal and binding obligation on the respective Parties.

47.5. **Permanent Account Numbers-**

47.5.1. The Permanent Account Numbers of the Parties hereto and of the Members (as available with the Society) are listed in **"Annexure-N"** annexed hereto.

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

47.6. **Survival of Clauses**- Notwithstanding the expiry or termination of this Agreement, clauses of this Agreement which by their very nature survive this Agreement shall survive.

47.7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and contains all agreed terms and conditions for the Redevelopment of the said Property, and supersedes the tenders, offers, prior agreements/ understandings/ writings, whether oral or written, with respect to the Redevelopment of the Property.

47.8. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

बदर - १८
९६५५१ | ११६ | ४००
२०२२

THE FIRST SCHEDULE.

(Description of the Property)

All that piece and parcel of land bearing Final Plot No. 28 of TPS Santacruz No. II bearing C.T.S. No. G-92 of Village Bandra "G", admeasuring in the aggregate 1028 square metres, as per Final Plot TPS Santacruz No. II, situated at Juhu Road, Santacruz (West), Mumbai - 400 054, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, with the building named "Samrat" together with the one building with closed garages and other structures standing thereon and being bounded as follows:

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

On or towards the EAST: By Final Plot No.34D of TPS Santacruz No I1.

On or towards the WEST: By Final Plot No. 29 of TPS Santacruz No II.

On or towards the NORTH: By 60 Feet Juhu Road as mentioned in TP and 90 Feet Juhu Road as per DP.

On or towards the SOUTH: By Final Plot No. 35-36 of TPS Santacruz No. II







THE SECOND SCHEDULE.

(Details of the Members' Existing Premises and Shares)

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

बंदर - १८
९६५५१ | ९२१ | ४००
२०२२

Sr. No.	Name of Member(s)	MEMBERS' EXISTING FLATS						Share distinctive numbers Rs 50/- each	Certificate No.
		Wing Floor	Flat Number	Carpet (sq ft)	Balcony (sq ft)	Garage (sq ft)	Terrace (sq ft)		
1	TEJAS PRAKASH DHARIA ANKIT PRAKASH DHARIA	A Ground	A-1	713.25	101.76	-	-	1 TO 5	1
2	MEENA DALCHAND GUPTA	A Ground	A-2	709.75	143.75	-	-	81 TO 85	17
3	SHAILA MEHTA	A First	A-3	907.63	145.59	-	-	6 TO 10	2
4	SARALA V. IYENGAR	A First	A-4	709.75	143.75	-	-	11 TO 15	3
5	RAVI PANDYA	A Second	A-5	713.25	101.76	-	-	16 TO 20	4
6	GAURANGI JAIN	A Second	A-6	709.75	143.75	-	-	21 TO 25	5
7	MILONI SAMI UDDIN IONEE JOSHI RAJIV JOSHI	A Third	A-7	728.50	101.76	271.00	452.50	26 TO 30	20
8	SURENDRA LAMBA AMIT LAMBA	A Third	A-8	709.75	143.75	-	-	31 TO 35	7
9	MUKTI DAVE	B Ground	B-1	430.25	95.00	-	-	36 TO 40	19
10	DAXA S. AMIN SATYEN S. AMIN	B Ground	B-2	433.13	79.40	-	-	41 TO 45	9
11	AMIT LAMBA SURENDRA LAMBA	B Ground	B-3	684.75	88.58	-	-	86 TO 90	18
12	KALPANA K. NAYAK	B First	B-4	430.25	95.00	-	-	51 TO 55	11
13	JAYENDRA RASIKLAL SHAH	B First	B-5	433.13	79.40	-	-	46 TO 50	10
14	DALIPKUMAR MALHOTRA	B First	B-6	490.38	44.75	-	-	56 TO 60	12

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

15	MUKESH M. SHAH ZARNA M. SHAH	B Second	B-7	430.25	95.00	-	-	61 TO 65	13
16	ALKA BHARAT MODI	B Second	B-8	433.13	79.40	-	-	66 TO 70	14
17	CHETNA LAKHANI	B Second	B-9	684.75	88.58	211.00	-	71 TO 75	15
18	MITALKUMAR N. SHAH NEHAL M. SHAH	B Third	B-10	743.25	124.15	-	340.38	76 TO 80	22

THE SEAL OF THE JOINT REGISTRAR AND ... MUMBAI SUBURBAN

बदर - १८
९६५५१ | ९२२ | ४००
२०२२

IN WITNESS WHEREOF the parties herein have hereunder set and subscribed their respective hands and seals at Mumbai on the day and year hereinbefore written.

SIGNED, SEALED AND DELIVERED by)
within name **'SOCIETY'**)
SAMRAT CO-OPERATIVE HSG. SOC. LTD.)
Through Chairman/Committee Member:)



Dalip Kumar
(MR. DALIP KUMAR MALHOTRA)

SAMRAT CO-OP. HOUSING SOCIETY LTD. REGD. NO. BOM/HSG/1377 of 19..

Secretary/Committee Member:)
duly authorized to do so by the resolution(s))
passed by Society in its SGM dated 09 Jun 2022,)
and Managing Committee meeting dated)
08 Jul 2022



(Dr. RAVI H. PANDYA)

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

In presence of.....)

1.

2.

SIGNED, SEALED AND DELIVERED by the)
within name **'DEVELOPER'**)
PRANAV CONSTRUCTIONS PRIVATE. LIMITED.)
Through Director duly authorized to do so by)
the resolution passed by Company in its
Board of Directors Meeting held on



For PRANAV CONSTRUCTIONS PRIVATE LIMITED

DIRECTOR

In presence of.....

1.

2.

Signed, Sealed and Delivered By

The withinnamed **"CONFIRMING PARTIES/ MEMBERS"**)

S. NO.	NAMES OF CONFIRMING	PHOTO	Signature and

Society DM RHP	A-1	A-2	A-3	A-4
A-5 RHP	A-6	A-7	A-8	B-1
B-2 DA	B-3	B-4	B-5	B-6 DM
B-7	B-8	B-9	B-10	Developers

बदर - २८
१६५१९ | १२३ | ४००
२०२२

	PARTIES/ MEMBERS		Left Hand Thumb Impression
1	TEJAS PRAKASH DHARIA FLAT NO- A-1		
1 (A)	ANKIT PRAKASH DHARIA FLAT NO- A-1		
2.	MEENA DALCHAND GUPTA FLAT NO. A-2		मीना गुप्ता
3.	SHAILA MEHTA FLAT NO. A-3		
4.	SARALA V. IYENGAR FLAT NO. A-4 Through her constituted attorney Mr. Sunder Rajan Siddhamoorthi		

बदर - १८
१६५५१ | १२८ | ४००
२०२२

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

5.	RAVI PANDYA FLAT NO. A-5		
6.	GAURANGI JAIN FLAT NO. A-6 Through her constituted attorney Ms. Mitalee Kamlesh Jain		
7.	MILONI SAMI UDDIN FLAT NO. A-7 Through her constituted attorney Mr. Surendra Lamba		
7(A)	IONEE JOSHI FLAT NO. A-7 Through her constituted attorney Mr. Surendra Lamba		

बदर - १८
१९८५१ | ४५ | ४००
२०२२

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

7(B)	RAJIV JOSHI FLAT NO. A-7 Through his constituted attorney Mr. Surendra Lamba		
8.	SURENDRA LAMBA FLAT NO. A-8		
8(A)	AMIT LAMBA FLAT NO. A-8		
9.	MUKTI DAVE FLAT. B-1		
10.	DAXA S. AMIN FLAT. B-2		Dy by Surendra Amin

बदर - १८

१६५५१	१२६	४००

२०२२

DM RHP	A-1	A-2	A-3	A-4
A-5 RHP	A-6	A-7	A-8	B-1
B-2 DA	B-3	B-4	B-5	B-6 DM
B-7	B-8 A.B.M	B-9	B-10	Developers

10(A)	SATYEN S. AMIN FLAT. B-2		
11.	AMIT LAMBA FLAT NO. B-3		
11(A)	SURENDRA LAMBA FLAT NO. B-3		
12.	KALPANA K. NAYAK FLAT NO. B-4		
13.	JAYENDRA RASIKLAL SHAH FLAT NO. B-5		

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

14.	DALIPKUMAR MALHOTRA FLAT NO. B-6		Dalip Kumar
15.	MUKESH M. SHAH FLAT NO. B-7	X	X
15(A)	ZARNA M. SHAH FLAT NO. B-7	X	X
16.	ALKA BHARAT MODI FLAT NO. B-8 Through her constituted attorney Ms. Ami Bharat Modi		Ami
17.	CHETNA LAKHANI FLAT NO. B-9	X	X

THE SEAL OF THE JOINT SUB REGISTRAR AND A.E. MUMBAI SUBURBAN DIST. (BANDRA)

बदर - १८

१६५५१	१२८	४००

२०२२

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

18.	MITALKUMAR N. SHAH FLAT NO. B-10		
18 (A)	NEHAL M. SHAH FLAT NO. B-10		

THE SEAL OF THE JOINT SUB REGISTRAR AND E.O. M.C.S.

COLLECTOR STAMP AHMEDABAD

COLLECTOR STAMP AHMEDABAD

बदर - ४
१६५५१ | १२८१४००
२८:२

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