

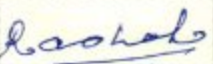
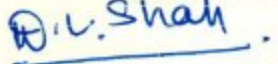
करल-३		
१३९९०	००	५००
२०२३	D/1.	

'The Promoter(s)/The Developer(s)' alone shall bear and pay the entire cost of construction of the New Building(s) inclusive of, land under construction taxes, costs, charges and expenses for obtaining all permissions, Approvals, sanctions, statutory or otherwise, IOD/IOA, CC, OC and BCC as also payments to Concerned Government Authority/Other Authorities by way of scrutiny fees and other fees, all deposits (whether refundable or otherwise), security deposits (whether refundable or otherwise), premiums of any nature, and all other expenses for getting the plans approved and sanctioned from the Concerned Competent Authority and other concerned authorities, bills of the suppliers of building materials, charges for water and electricity consumed in construction of the New Building(s), additional sewerage charges levied during the construction period etc., and "The Society" and/or its Existing Members will not be liable to contribute/pay for the same or for any cost or expenses that relates to the redevelopment project, whatever specifically mentioned herein or otherwise.

D/2. It is clarified that from the Notice to Vacate date till the Notice to take Possession of the redeveloped flat(s) to "The Society" / Existing Members, it is the obligation of "The Promoter(s)/The Developer(s)" to pay taxes outgoings, bills, charges, levies, demands made on the said Property or any other expenses relating to the said Building. In case a bill is received after the receipt of OC, BCC date, but the amount/s payable pertains to a payment/s prior to the Project completion, then in that case, 'The Promoter(s)/The Developer(s)' shall be liable to pay such amount/s as long as the payment is of stage prior to receipt of the Full OC, BCC. All "The Society" payments prior to the Notice to Vacate shall be payable by the "The Society".

D/3. Obligations of "The Promoter(s)/The Developer(s)" under RERA

- (i) 'The Promoter(s)/The Developer(s)' shall on the receipt of the first Commencement Certificate for the New building/s ensure that the Project is duly registered under RERA and shall comply with all the relevant provisions of the RERA or any of its amendments by the appropriate authority from time to time.
- (ii) If "The Society" falls under the definition of Co-Promoter of the Project, all the obligations, responsibilities and liabilities casted upon the Co-promoters under RERA, shall be summarily transferred on 'The Promoter(s)/The Developer(s)'. 'The Promoter(s)/The Developer(s)' shall furnish the Indemnity Bond with effect to the same and shall indemnify "The Society" / Co-promoter of the Redevelopment Project, and thus taking all the responsibilities of the Co-Promoter / "The Society" as if those were casted upon 'The Promoter(s)/The Developer(s)' and are their own obligations and responsibilities.

			
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

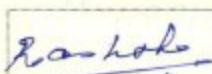
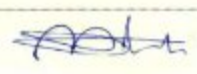
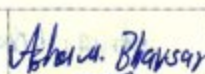
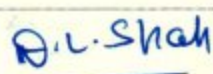
92990 09 400

And by agreeing, affirming to and taking all these obligations, responsibilities and liabilities casted upon the Co-promoters under RERA 'The Promoter(s)/The Developer(s)' shall not ask for any money / cost / expenses / incidental expenses thereto and any sort of reimbursement either in terms of cash or kind.

(iii) 'The Promoter(s)/The Developer(s)' alone shall be responsible to the Purchasers of the flats, as part of the 'The Promoter(s)/The Developer(s)' Saleable area, in the New redeveloped Building for any breaches of the sale agreements with the Purchaser(s) or for any violation of the provisions of RERA. The Society and its Existing Members shall not be responsible for the same in any manner whatsoever. 'The Promoter(s)/The Developer(s)' shall indemnify the Society and keep the Society indemnified at all times for the said purpose and provide separate letter of indemnity for the same.

(iv) In the event of revocation of the registration of 'The Promoter(s)/The Developer(s)' under the provisions of RERA, it is expressly agreed by and between the Parties hereto that, such event shall not in any manner prejudice or hamper the right of The Society as the Lessee of the said Property and even in such situation the rights, title and interest of The Society in respect of the said Property shall remain intact. Provided further that all the benefits and entitlements of The Society and its Existing Members under these presents from 'The Promoter(s)/The Developer(s)' including but not limited to Monthly Compensation, Brokerage Compensation, Transportation Compensation, Hardship Compensation, additional area etc. shall remain intact and shall not be removed and/or mitigated in any manner in the event of lapse of the registration or on revocation of the registration and subsequent appointment of the new agency under the provisions of RERA if any, to complete the construction. The lapse of the registration or revocation of the registration in anyway, does not absolve 'The Promoter(s)/The Developer(s)' from its all obligations more particularly set out in this Agreement and Tender Documents, unless the Society has invoked the Termination clause under this Agreement which has resulted into termination of 'The Promoter(s)/The Developer(s)'.

D/4. "The Promoter(s)/The Developer(s)" shall bear and reimburse to The Society the entire professional fees of the PMC/Architect, Legal Advisor, fees of the Architect and other experts, if any, as agreed with "The Society".

			
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

ADJ/1100901/356/2023/K

Pages

57

413

करल-२		
१३९९०	७२	५००
२०२३	D/5.	

D/5. "The Promoter(s)/The Developer(s)", at its own costs and expenses, shall be liable to settle any complaints if any, raised during the construction activities, on account of Redevelopment of the Property.

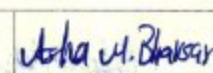
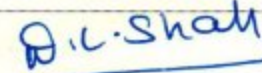
D/6. "The Promoter(s)/The Developer(s)" shall undertake responsibility for payment of all wages, salaries, Employee State Insurance Corporation, Provident Fund and other dues of the workmen employed for the purpose of carrying out the construction work in accordance with the provisions of all the applicable Labour Laws and Social Security Legislation in force. "The Promoter(s)/The Developer(s)" shall keep "The Society" indemnified on the above.

D/7. "The Promoter(s)/The Developer(s)" shall take insurance of the Project as per statutory requirement mandated by Concerned competent Authorities.



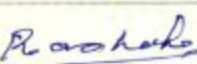
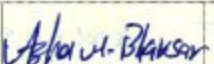
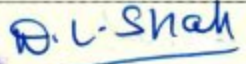
D/8. If there are any unsold flats out of "The Promoter(s)/The Developer(s)" Saleable Area remaining in the possession of "The Promoter(s)/The Developer(s)" after obtaining the occupation certificate from Concerned competent Authorities in respect of the New Building(s), then "The Promoter(s)/The Developer(s)" shall be liable to pay all the property taxes, levies and assessments, other "The Society" charges due and payable to "The Society" as 'Society dues', in respect of the said unsold flats and "The Promoter(s)/The Developer(s)" shall pay the same to The "The Society" and at such period when "The Society" charges become due. If "The Promoter(s)/The Developer(s)" retains multiple premises for itself, "The Promoter(s)/The Developer(s)" shall be entitled to only one vote in the general body of the Society, for all such premises retained, however share certificates for each premises will be issued separately by "The Society". All "The Society" charges become due and payable by "The Promoter(s)/The Developer(s)" for the unsold flats in 30-days from the date of Notice to take over Possession is issued to the Existing Members of "The Society". "The Promoter(s)/The Developer(s)" shall pay towards all cost of "The Society" maintenance charges and taxes at par with other Members regardless of such premises are occupied or not as agreed herein above.

D/9. "The Promoter(s)/The Developer(s)" shall provide the construction schedule and shall discuss with "The Society" Managing Committee the construction sequence with timelines to achieve the successful completion of work as scheduled with tangible work milestones along with the severance conditions there from. Thereafter, "The Promoter(s)/The Developer(s)" shall, from time to time, at the request of The Society, at least once in 3 (three) months, along with "The Society" Managing Committee review the progress of the construction work/redevelopment and records of such meetings and proceedings thereat.

			
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

92990			03			400		
-------	--	--	----	--	--	-----	--	--

- D/10.** "The Promoter(s)/The Developer(s)" shall ensure that neither the Society nor any of its Existing Members including members of its Managing Committee, Chairman, Secretary and Treasurer are held liable in any manner whatsoever for breach or non-observance of any rules, regulations or statutes governing the construction/redevelopment activity including all laws relating to the employment of labour and their welfare, direct tax laws arising out of the redevelopment project.
- D/11.** 'The Promoter(s)/The Developer(s)' shall furnish to "The Society", from time to time, if demand is raised by the Society, certified and other true copies of all approvals, sanctions, license, permissions, etc. governing the construction/redevelopment activity.
- D/12.** 'The Promoter(s)/The Developer(s)' shall take all precautions and safety measures in accordance with the various provisions of law, rules and regulations governing the development and construction work including, but not limited to, all firefighting and other installations and provisions for firefighting equipment and arrangements and indemnify The Society against all such claims till the receipt of the final NOC from Chief Fire Officer (CFO).
- D/13.** 'The Promoter(s)/The Developer(s)' shall be entitled to create mortgage or equitable mortgage on 'The Promoter(s)/The Developer(s) Saleable Area (excluding the Land, Existing Member's Proposed New Flats and Parking space allotted to The Existing Member(s), Amenities, "The Society" Common areas), with any bank, financial institution and/or non-banking financial institution for raising funds to complete their obligations under this Agreement.
- D/14.** During or after the redevelopment process, "The Promoter(s)/The Developer(s)" shall not be entitled to use the Society's Property or any part thereof including the external wall, terrace or any other space for the purpose of letting it out to some third parties for commercial use of the space or for any other purpose.
- D/15.** "The Promoter(s)/The Developer(s)" shall ensure the safety and security of the Property of The Society and shall prevent trespassers, unauthorized encroachments and shall not do act of commission/omission whereby the interest of The Society and its Members is adversely affected during the period of re-development.
- D/16.** Structural engineer appointed by "The Promoter(s)/The Developer(s)" shall provide a certificate to "The Society", at the time of offer for possession, that higher grade of material and quality as per IS Code and N.B. Code has been followed and maintained. "The Promoter(s)/The Developer(s)" shall ensure that the overall construction in general and R.C.C and civil work in particular, is of high quality, with test certificates.

			
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

ADJ/1100901/356/2023

Page 57 of 97

Pages 59

413

करल-२		
१३९९०	७४	५००
२०२३		

D/17. "The Promoter(s)/The Developer(s)" shall provide a certificate from the Project Architect certifying that the measurements of the New Flats for The Existing Members are as agreed with "The Society" and The "Existing Members" herein and are as per the sanctioned plans.

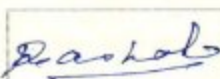
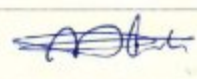
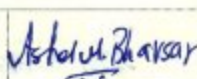
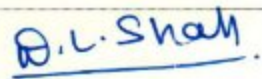
D/18. "The Promoter(s)/The Developer(s)" shall pay in respect of the Property viz. property tax, N.A. Tax, land revenue, assessment, water and electricity charges due and payable to the concerned competent authorities in respect of the said Property from the issuance of Notice to Vacate till the receipt of OC, BCC, issuance of Notice to Take Possession and submit the copies of the receipts to "The Society" in 3 (Three) months from the "The Promoter(s)/The Developer(s)" issuing Notice to Take Possession.



D/19. "The Promoter(s)/The Developer(s)" has to bear all the expenses for disconnection of the electric meter, pipe gas connection and provide new electricity connection and meters of power distributing company as well as provide new pipe gas connections and meters of Mahanagar Gas Limited (MGL). Further, "The Promoter(s)/The Developer(s)" shall be responsible to get the electric meter and MGL meter in the names of "The Society" and/or respective Members of the Society, bear the applicable charges thereof, along with the applicable security deposit.

D/20. The Promoter(s)/The Developer(s)' jointly and severally state, declare, affirm, confirm, accord, record, grant, ratify that;

- They have visited and are well versed with 'The Said Property' for proposed redevelopment project and is/are aware of the present condition of the site and old building thereon.
- They have conducted their independent plot survey, market survey and have also conducted their legal and/or financial due diligence and/or have satisfactorily completed other analysis of the information contained and/or referred to in this Agreement and have obtained such professional advice as may be necessary to commence and/or complete the proposed redevelopment project.
- They have the financial capability and/or from time to time shall raise the necessary finance and they also have the necessary experience to undertake the redevelopment of the said Property. "The Promoter(s)/The Developer(s)" is financially solvent and that no bankruptcy or insolvency or winding up proceeding have been initiated against them.

			
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

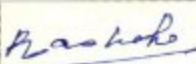
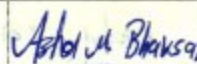
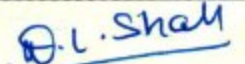
92990

04

Y00

3033

- d. They shall throughout the period of development defend, indemnify and hold harmless "The Society" and/or "The Existing Member(s)" against all action(s), suit(s), cost(s), charge(s), expense(s), damage(s), litigation(s), etc. resulting on account of any act of omission(s) and/or any breach, delay and/or fault on the part of "The Promoters"/"The Developer(s)" in developing the said property and/or due to breach of any rule(s), regulation(s), terms and conditions of M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' the D.C. Regulations; the provisions of the Maharashtra Regional Town Planning Act, 1966 and the rules made there under; the Labour Law and the Municipal law and the law governing Direct & Indirect Tax liability "The Promoter(s)/The Developer(s)" and against all lawful claims, demand, legal action, suit, complaint, prosecution, or other legal proceedings in respect thereof or arising there from, or connected therewith or in any way incidental thereto and for all costs, charges and expenses in respect thereof or pertaining thereto, to the extent of the loss that may be suffered by "The Society" and/or its Existing Members.
- e. That during the tenure of the project under redevelopment, in case of any notice, circular, direction, communication, proceedings, etc. issued/adopted by any authorities concerned with the development of the said Property for any reason whatsoever including alleged breach of rules, regulations, guidelines, directives, bye-laws, sanctions, NOC's, etc. the same shall be responded and dealt with by 'The Promoter/The Developer' at his own costs and expenses and 'The Society' and/or 'The Existing Member(s)' of 'Building No. 175' shall not be responsible for any liabilities financial and/or otherwise and/or for contribution of monies, in any manner for the same.
- f. They shall not hold 'The Society' and/or 'The Existing Member(s)' liable in respect of any direct, indirect and/or consequential losses whatsoever, including loss of profit, business and/or opportunity during the progress of the redevelopment project and/or even after completion of the scheme of redevelopment.
- g. They shall at all times, jointly carry the responsibilities and liabilities of all the decisions taken or works done by any/each of their Contractor, sub-contractor, agencies and partners for furtherance of the said proposed redevelopment project, until its completion thereof.
- h. They shall (i) bear all the costs including 'The Requisite Cost(s)' (ii) shall make all 'The Requisite Payment(s)' (iii) obtain all the requisite approval(s), permission(s), sanction(s), etc. from M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' required for furtherance of the proposed redevelopment project, until its completion thereof.

			
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

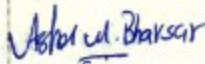
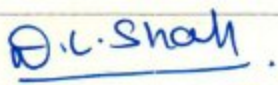
कमला-२		
१२९९०	७६	५००
२०२३		

- i. They shall take and/or cause to do so to take precautionary & safety measures for carrying out the work as a prudent contractor/developer through the employed contractors, workers, not employing child labour, either directly and/or through contractors on the said property
- j. They shall be responsible and liable for their appointed agencies and/or contractors and/or sub-contractor i.e. for any acts/omissions/misuse of prevailing laws and/or norms, measures laid down by the authority and/or concerned competent authorities.
- k. They shall be responsible and liable for their contractors, sub-contractor, agents, agencies, employees, supervisors, site in-charge etc. (1) obtaining appropriate insurance policy at their own costs insuring the employees, laborers for loss of life, personal injury that might occur during the course of the project. (2) all/any type of loss of lives and limbs of such employees, laborers, during the period of construction, until Completion of the project at the instances of such accidents occurring/occurred due to negligence(s), misuse(s) and/or otherwise. (3) any acts or deeds or misuse of permissions concerning this redevelopment project.



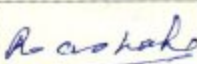
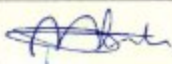
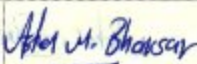
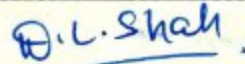
That, from the date of signing this 'Development Agreement', if any additional FSI is allowed/sanctioned, on the said property/Land, by M.C.G.M. and/or M.H.A.D.A. beyond the 'Total FSI' what is agreed herein for proposed redevelopment, then that additional FSI shall, if required, be availed for by the 'The Promoter/The Developer' as per terms and conditions agreed to as mentioned herein and the same shall be done after written explicit permission from 'The Society' and/or 'The Existing Member(s)' of 'Building No. 175'.

- m. That this Agreement is neither intended to create nor shall create nor be construed to create or transfer any rights, title and interests on the land or on the said Property in favour of 'The Promoter(s)/The Developer(s)'.
- n. That 'Power of Attorney', as may be executed by 'The Society' in favour of 'The Promoter/The Developer' for furtherance of the proposed redevelopment project, will remain in force concurrently with the 'Development Agreement'.
- o. Upon 'The Existing Member(s)' taking over possession of the new flats in the building Shubham Athena, then in 30-days from the Notice to take Possession, 'The Promoter/The Developer' shall be ceased of his liability to pay funds towards monthly compensation and brokerage compensation.

			
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

कल-३
९३९९० ०५ ५००
२०२३

- p. Terrace & Common Areas - "The Promoter(s)/The Developer(s)" shall not sell, lease, give on leave and license or any other basis and/or encumber in any manner the topmost common terrace above the topmost residential floor and all common areas, open land, compound, compound wall (inside and outside) shall remain the property of The Society. Further, no telecom tower or commercial hoardings, advertisement sign boards shall be allowed as these spaces will remain the property of the Society. Any terrace so created, if adjacent to sale flats, shall belong to the Society alone. All open spaces such as terraces, compound, areas for common use such as lobbies, staircases, lift lobbies; common passages, etc., shall belong to the Society alone.
- q. That 'The Promoter/The Developer' is hereby authorized and/or permitted to construct the new building **SHUBHAM AURUM** from Ground Floor as stilt up to 16 Floors only and is further authorized to use, utilize, consume the FSI as agreed and mentioned herein the 'Total FSI' only. The construction of any additional floors shall be done only after obtaining the explicit written permission of 'The Society' and/or 'The Existing Member(s)' of 'Building No. 175'. That at all times the Ground floor shall not consist of any Saleable Area and/or Car and/or Three-wheeler and/or two-wheeler Parking Space(s)/Slot(s) of 'The Promoter/The Developer' and/or of 'The Existing Member(s)' of 'Building No. 175'.
- r. That if any amount is pending to be paid by 'The Promoter/The Developer' after 'Occupancy Certificate' is received then in such event 'The Promoter/The Developer' shall deposit the same in an escrow account to be opened with 'The Society' for that specific purpose only.
- s. That 'The Promoter/The Developer' shall obtain necessary clearance certificate for property taxes, bills, etc. from concerned departments/agencies and handover the same to the Members at the time of handing over charge of the New Building to the Members along with the full 'Occupancy Certificate', Building Completion Certificate in respect of the New Building.
- t. That prior to handing over possession of the new Building to 'The Existing Member(s)' of the 'Building No. 175', 'The Promoter/The Developer', at his own costs, shall clear entire site of all the debris, raw materials, machineries, tools, laborers, etc.

			
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

ADJ/1100901/356/2023/K

| Page 61 of 97

Pages 63

413

कपडा - २		
93990	00	Y00
२०२३		

ALLOTMENT OF 'PROPOSED NEW FLAT(S)' TO 'THE EXISTING MEMBER(S)'

D/21. That the proposed new building to be constructed on 'The Said Property' shall be '**Residential**' only Building.

D/22. That 'The Existing 16 (Sixteen) Member(s)' of 'The Society' shall be allotted one 'Unit'/'Proposed New Flat' admeasuring **1150 Square Feet (106.85 Sq. Mtr.)** (One Thousand One Hundred Fifty Square Feet) M.C.G.M./M.O.F.A. Carpet Area inclusive of 'Fungible FSI / Area' in the to be constructed new building(s) along with One Parking Space in the Mechanical Car Parking Tower. The RERA Carpet Area shall also be mentioned in the 'Individual Permanent Accommodation Agreement'.

D/23. The internal height of the Flat to be provided to the Existing Members as well as the saleable component area flats shall be minimum 8'10 ft (8 feet and 10 inches) from finished floor to the finished ceiling (2.9meters slab to slab).

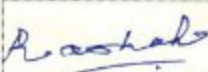
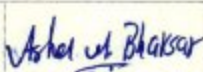
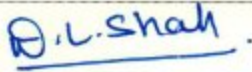
D/24. There shall be no discrimination in the quality of construction, fittings and other amenities in the flats provided to the existing members and "The Promoter(s)/The "The Society"(s)" saleable component flat and they both should be identical in every respect.

D/25. The allotment of each 'Proposed New Flat(s)' is more particularly mentioned in the '**Scheme of Allotment**' of proposed 'New Flat(s)' annexed hereto as '**Annexure - I**'. The said list specifies the New Flat Number, Floor, Wing, etc. of the 'Proposed New Flat(s)' allotted to 'The Existing Member(s)'.

D/26. It is further agreed that 'Proposed New Flat(s)' shall be allotted to 'The Existing Member(s)' of 'The Society' in a manner as mentioned hereunder,

Existing flats	Proposed New Flat(s)
(Wing-A and Wing-B)	Shall be allotted along the
	(Proposed Single Wing)
Wing - A - 8 (Eight)	All the 16-flats along Shree Gurudatta Mandir Marg on East side
Wing - B - 8 (Eight)	

D/27. That to perfectly effect the terms of allotment of 'Proposed New Flat(s)' 'The Promoter(s)/The Developer(s)' shall execute 'Individual Permanent Accommodation Agreement', with each of 'The Existing Member(s)' of 'The Society' prior to "The Society" handing over License and Permission of said Property to 'The Promoter(s)/The Developer(s)' for demolition.

			
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

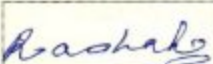
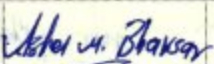
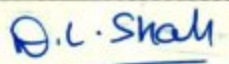
करल - २

93990 | 02 | 400

- D/28. That upon execution of the 'Individual Permanent Accommodation Agreement' of 'Proposed New Flat(s)' with 'The Existing Member(s)', remaining 'Proposed New Flat(s)' shall be sold by 'The Promoter(s)/The Developer(s)' to prospective buyer(s)/purchaser(s), at sole discretion and at such terms and conditions as 'The Promoter(s)/The Developer(s)' may deem fit and proper, post completion of project registration with MahaRERA and completion of other RERA formalities.

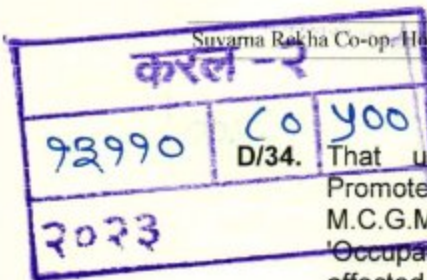
HANDING OVER POSSESSION OF 'PROPOSED NEW FLAT(S)'

- D/29. On completion of the work and receipt of Full OC, Building Completion Certificate "The Promoter(s)/The Developer(s)" shall issue a notice to the Existing Members to take possession of the Proposed New Flats, hereinafter referred to as "Notice to take Possession"
- D/30. Upon issuing Notice to take Possession of the 'Proposed New Flat(s)' to 'The Existing Member(s)', within a period of 30 (Thirty) days therefrom 'The Promoter(s)/The Developer(s)' shall discontinue and/or shall be ceased of the liability to make payments towards 'Temporary Alternate Accommodation' i.e., Monthly Compensation(s), Brokerage Compensation(s).
- D/31. It is agreed and understood between the Parties that 30 (Thirty) days prior to issue of Notice to take Possession to Existing Members, "The Promoter(s)/The Developer(s)" shall inform "The Society"/Existing Members by way of notice to inspect, hereinafter referred to as "Inspection Notice", their respective new premises. The Society/Members shall perform the inspection along with "The Society" Managing Committee and "The Promoter(s)/The Developer(s)" representative and share the list of curative actions required to be acted upon by 'The Promoter(s)/The Developer(s)'
- D/32. "The Promoter(s)/The Developer(s)", shall rectify/cure such defects as agreed between "The Promoter(s)/The Developer(s)" and "The Society" and offer physical and peaceful possession of the said New Flats with all agreed amenities in each Flat as per Annexure - J.
- D/33. It is agreed that upon completion of the 30 days period from issuance of Notice to take Possession of the New Flats if it is found that the Flat(s) is/are unfit to be occupied with all agreed amenities to be given in each Flat by 'The Promoter(s)/The Developer(s)' as per Annexure - J and the same is accepted by all the parties herein, then in such an event, 'The Promoter(s)/The Developer(s)' shall undertake to finish such Flat(s) and handover the completely habitable flat with all agreed amenities to be given in each Flat by 'The Promoter(s)/The Developer(s)' to such Member. For the additional period taken for such acceptance of Flat(s) "The Promoter(s)/The Developer(s)" shall continue paying the Monthly Compensation to such specific Member(s). However, it is agreed that this shall not be a reason to withhold the Notice to take Possession, for all other Members.

			
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

ADJ/1100001/356/2023/K

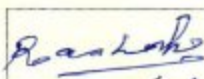
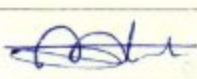
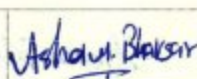
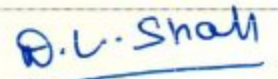
Pages 65 413

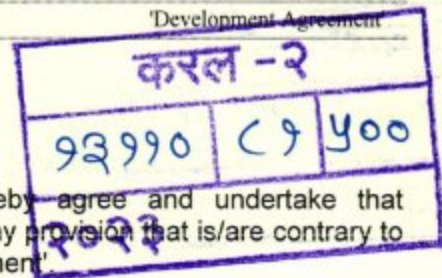


That upon completion of construction of new building(s), 'The Promoter(s)/The Developer(s)' shall apply & approach M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' to obtain Full 'Occupancy Certificate', Building Completion Certificate and if situation is affected by 'Force Majeure' then 'The Promoter(s)/The Developer(s)' shall approach/apply to the concerned competent authorities to allow "The Promoter(s)/The Developer(s)" to offer and/or hand over possession of the 'Proposed New Flat(s)' to 'The Existing Member(s)' and/or to 'The Prospective Purchaser(s)', pending formal receipt of the full Occupation Certificate and Building Completion Certificate. This provision for offering possession of 'Proposed New Flat(s)' is purely agreed upon considering the humanitarian grounds that 'The Existing Member(s)' are reinstated back in their homes and the 'The Prospective Purchaser(s)' being consumer(s) are also not deprived of their rights, title and interest to take over possession once 100% payments are made by them. Further, it is agreed that at all times the process of obtaining legal or technical clearances from M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' shall be continued by 'The Promoter(s)/The Developer(s)' until Full Occupancy Certificate, Building Completion Certificate is obtained and submitted to the Society. All the applicable charges/payments due towards water, property tax, other charges including penalties, if any, etc due to Members occupying their redeveloped flats pending OC and BCC shall be payable by "The Promoter(s)/The Developer(s)" on behalf of the "The Society" until Full Occupation Certificate, Building Completion Certificate is submitted to "The Society".



- D/35. That 'The Promoter(s)/The Developer(s)' shall first offer vacant, peaceful and physical possession of the proposed 'Proposed New Flat(s)' in the new building to 'The Existing Member(s)' of 'The Society' and then to 'The Prospective Purchaser(s)' of New Flats forming part of the Saleable Area of 'The Promoter(s)/The Developer(s)'.
- D/36. That upon 'The Existing Member(s)' taking over possession of the respective new 'Proposed New Flat(s)' from 'The Promoter(s)/The Developer(s)', 'The Existing Member(s)' and/or 'The Society', thereafter, shall not raise any objection and/or create any hurdles/nuisance to stop 'The Promoter(s)/The Developer(s)' from handing over possession of the New Flats forming part of the Saleable Area to 'The Prospective Purchaser(s)', from time to time.
- D/37. 'The Promoter(s)/The Developer(s)' shall construct the New Building strictly in accordance with the plans which shall be approved, from time to time, by M.C.G.M. and/or M.H.A.D.A. and/or 'concerned competent authorities' etc. as the case may be. That 'The Promoter(s)/The Developer(s)' is authorized to amend and/or alter and/or modify the approved Plan(s), provided always that such modifications shall not reduce, hamper or affect the M.C.G.M./M.O.F.A Carpet Area inclusive of 'Fungible FSI / Area' committed to 'The Existing Member(s)'.

			
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'



D/38. 'The Promoter(s)/The Developer(s)' hereby agree and undertake that 'Agreement(s) for Sale' shall not contain any provision that is/are contrary to the provisions of this 'Development Agreement'.

D/39. That 'The Promoter(s)/The Developer(s)' shall proceed with the demolition of existing building(s), development of the said property and construction of the new building(s) as agreed herein and 'The Promoter(s)/The Developer(s)' shall also be liable to strictly comply with all the obligations as may be laid down in the M.H.A.D.A. 'Offer Letter(s)' and M.H.A.D.A. 'No Objection Certificate' (N.O.C.), 'Intimation of Approval' (I.O.A.) / 'Intimation of Disapproval' (I.O.D.), Total FSI loading in favour of "The Society", 'Approved Plan(s)', 'Commencement Certificate' (C.C.), etc. applicable D. C. Regulations and Development Plan and other terms and conditions of M.H.A.D.A. and/or M.C.G.M. and/or other concerned competent authorities and 'Development Agreement'.

D/40. Any amounts / claims on the "The Society" by concerned competent authorities / other claimants that become payable owing to non-compliance, partial compliance, incorrect compliance shall be borne by 'The Promoter(s)/The Developer(s)'.

And necessary actions shall be taken by 'The Promoter(s)/The Developer(s)' to ensure full compliance is in place and the violations, if any, are remedied, leading to no outstanding claims on "The Society" or its Members.

ASSIGNMENT OF 'THE DEVELOPMENT RIGHT(S)'

D/41. That without written permission of 'The Society', 'The Promoter(s)/The Developer(s)' shall not sell, assign and/or transfer 'The Development Right(s)' and/or 'The Selling Right(s)' and/or any Obligations and/or enter into any sub-development agreement or agreement or arrangement with any other party and/or any other person(s) for the proposed re-development project of the said Property as conferred upon them under this 'Development Agreement'.

D/42. 'The Promoter(s)/The Developer(s)' is not authorized to Sell/lease/create any encumbrance for any common open space(s), terrace(s), Refuge areas/balconies, Open spaces, Floor Lobby, Security cabins, Society's office, Lifts, Security Cabins and other common amenities.

D/43. That at all times the proposed redevelopment project shall be carried out in adherence to the guidelines of R.E.R.A. in toto.

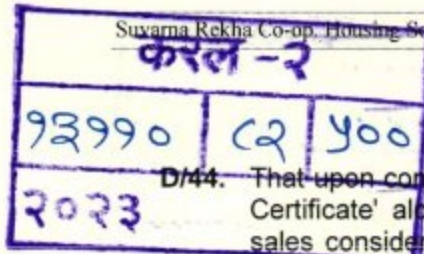
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

ADJ/1100901/356/2023/K

Pages

67

413



D/44. That upon completion of project within 6 (Six) months from Full 'Occupancy Certificate' along with Building Completion Certificate or achieving 100% sales consideration 'The Promoter(s)/The Developer(s)' shall hand over to 'The Society' all the Original Deed(s) and/or Document(s) and/or Agreement(s) and/or approval(s), permission(s), sanction(s), etc. as obtained from M.H.A.D.A. and/or M.C.G.M. and/or 'concerned competent authorities' etc. along with payments to be transferred to "The Society" and the relevant account statements.

D/45. On completion of loan repayment, a "No dues certificate" shall be obtained from the lender/financer from whom loan/project was financed and a certificate from "The Promoter(s)/The Developer(s)" Chartered Accountant certifying all loan payments due against the Redevelopment Project envisaged herein have been repaid. The "No dues certificate" from lender along with the CA certificate certifying no payments pending related to the Redevelopment Project shall be submitted to "The Society".



D/46. Changes in Constitution

'The Promoter(s)/The Developer(s)' herein is a Partnership Firm duly registered under the provisions of the Indian Partnership Act. The Parties hereto have agreed that 'The Promoter(s)/The Developer(s)' shall not change the present constitution of the Firm and the present partners shall continue to remain partners of the Firm till the Redevelopment project as envisaged herein is completed in all respects. However, if the present Partners so desire to change their constitution, a prior written approval of "The Society" shall be obtained before any changes are made in the constitution of 'The Promoter(s)/The Developer(s)' company, also which results in change in control of 'The Promoter(s)/The Developer(s)'. In the event there is any change in the constitution of 'The Promoter(s)/The Developer(s)', "The Society" at its sole discretion reserves the right to terminate this Agreement, unless "The Society" is adequately satisfied and reassured that such change in constitution shall not impact the redevelopment Project and the financials of 'The Promoter(s)/The Developer(s)' and further, terms and conditions of this Development Agreement have been seamlessly met.

D/47. CONSTRUCTION, STRUCTURAL QUALITY AND AMENITIES

a. The entire construction work shall be carried out with good quality materials of ISI standards and reputed brands as stated in **Annexure – J**, which is earthquake resistant and in conformity with the rules, regulations and as per the standards of the Concerned Government Authorities.

The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

92990 12 400

2023

- b. "The Promoter(s)/The Developer(s)" will facilitate periodic visits/inspections by the Architect appointed by the Society and "The Society" Members for verifying the progress, quantity and quality of the construction.
- c. All external facility / machineries / amenities, product / design / workmanship shall be of high quality / durability with uncomplicated maintainability
- d. Elevation treatment / External façade shall be of durable design to sustain atmospheric pressure (air / water / sun) with simple maintenance procedures.
- e. The above is further elaborated along with the Amenities in Annexure - J.

LIST OF AMENITIES

D/48. It is specifically agreed upon that all the amenities and modern facilities to be provided is defined in 'List Of Amenities', more particularly attached hereto as 'Annexure - J'.

D/49. "The Promoter(s)/The Developer(s)" shall provide the Amenities in Annexure - J at their cost.

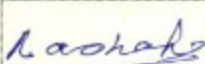
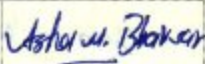
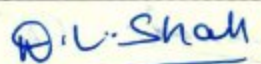
FUNDS TO EACH OF 'THE EXISTING MEMBER(S)'

D/50. 'The Promoter(s)/The Developer(s)' shall pay monies (as detailed herein, Annexure - K) to 'The Existing Member(s)' to secure 'Temporary Alternate Accommodation' including various other expenses and 'Hardship Compensation Fund'

D/51. All these monies (as detailed below, Annexure - K) shall be paid by 'The Promoter(s)/The Developer(s)' as per the agreed schedule state therein.

D/52. Upon receiving monies (as detailed below), being current & Post-dated Cheque(s), under various heads, as agreed herein, 'The Existing Member(s)' shall hand over vacant, peaceful and physical possession of their respective existing Tenements to 'The Society' for demolition and furtherance of the redevelopment project.

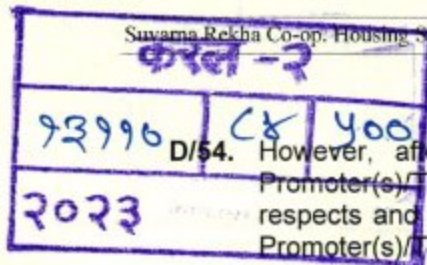
D/53. 'The Promoter(s)/The Developer(s)' shall continue to pay all such amounts, to each of 'The Existing Member(s)', until the proposed redevelopment project is completed, full 'Occupancy Certificate' and Building Completion Certificate is received, and physical and peaceful possession is offered to 'The Existing Member(s)' by way of Notice to take Possession.

			
The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'

ADJ-1105201 356/2023K

Pages 69

413



D/54. However, after 30 (Thirty) days of Notice to take Possession, 'The Promoter(s)/The Developer(s)', the new Flat(s) being complete in all respects and the necessary approvals handed to "The Society", then "The Promoter(s)/The Developer(s)" shall be ceased of his liability to pay monies under various heads towards 'Temporary Alternate Accommodation'.

D/55. That the funds under various heads to secure 'Temporary Alternate Accommodation' and 'Hardship Compensation Fund' to be paid to 'The Existing Member(s)' of 'The Society' is mentioned in the 'Annexure - K' attached hereto.

1. MONTHLY COMPENSATION

Funds to secure 'Temporary Alternate Accommodation' (Payable Each Month).

2. BROKERAGE COMPENSATION

Funds to compensate Brokerage Expenses (Payable Each Year)

3. TRANSPORTATION COMPENSATION

Funds to compensate Transportation expenses (Payable only Once)
Shall be paid as One Time Expense (To and Fro both included)

4. HARDSHIP COMPENSATION

Funds to compensate Hardships Faced by 'The Existing Member(s)'

'Hardship Compensation Fund' shall be paid in instalments (as detailed below);

First Instalment of 'Hardship Compensation' :

Shall be paid to 'The Existing Member(s)' along with issue of "Notice to vacate" by the "The Promoter(s)/The Developer(s)". That this amount shall also be treated as fund towards **Security Deposit** to secure Temporary Alternate Accommodation.

Second Instalment of 'Hardship Compensation' :

Shall be paid on or before completion of 8th Slab or 10 months from vacating of flats by 'The Existing Member(s)' of 'The Society', whichever is earlier.

Third Instalment of 'Hardship Compensation' :

Shall be paid on or before completion of external plaster or 18 (Eighteen) months from vacating of flats by 'The Existing Member(s)' of 'The Society', whichever is earlier.

Fourth Instalment of 'Hardship Compensation' :

Shall be paid at the time of 'The Promoter(s)/The Developer(s)' handing over vacant, peaceful, physical possession of 'Proposed New Flat(s)' to 'The Existing Member(s)' of 'The Society'.



The Chairman	The Secretary	The Treasurer	'The Promoter(s)/The Developer(s)'