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o/c

Ratanben B Jain

389/14459 पावती Original/Duplicate
Tuesday,July 05 ,2022 नोंदणी क्रं. :39म
5:16 PM Regn.:39M

पावती क्रं.: 16038 दिनांक: 05/07/2022

गावाचे नाव: पी.एस.पहाडीगोरेगांव
दस्तऐवजाचा अनुक्रमांक: बरल-6-14459-2022
दस्तऐवजाचा प्रकार : पर्यायी जागेचा करार
सादर करणाऱ्याचे नाव: रतनबेन बाबूलाल जैन

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 2000.00
पृष्ठांची संख्या: 100	
एकूण:	रु. 2100.00

सह.दु.नि.बोरीवली 6

बाजार मुल्य: रु.0.0 /-
मोबदला रु.0/-
भरलेले मुद्रांक शुल्क : रु. 200/-

सह. दुय्यम निबंधक, बोरीवली क्र. ६,
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0507202210404 दिनांक: 05/07/2022
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004554818202223P दिनांक: 05/07/2022
बँकेचे नाव व पत्ता:

R.B. Jain

मुळ दस्त प्राप्त झाला.
REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 07/07/2022

7/5/2022

Recd. OG regd Agreement

21.09.2022

For Bharat Join: 21/07/2022

[Bharat Join]

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CHALLAN
MTR Form Number-6

GRN MH004554818202223P	BARCODE	Date 05/07/2022-14:51:07	Form ID

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Registration Fee Ordinary Collections IGR	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	ACJPJ7028A
Office Name	BRL6_JT SUB REGISTRAR BORIVALI 6	Full Name	RATANBEN BABULAL JAIN
Location	MUMBAI		
Year	2022-2023 One Time	Flat/Block No.	802, VALLABH KRUPA CHSL,
Account Head Details	Amount In Rs.	Premises/Building	
0030063301 Amount of Tax	100.00	Road/Street	S.V.ROAD, JAWAHAR NAGAR, GOREGAON - WEST
		Area/Locality	MUMBAI
		Town/City/District	
		PIN	4 0 0 1 0 4
		Remarks (If Any)	
		PAN2=AAUFG9592K~SecondPartyName=GUN RAJAN CONSTRUCTIONS~	
		Amount In Words	One Hundred Rupees Only
Total	100.00		

THE SEAL OF THE SUB REGISTRAR BORIVALI No. 6 ★ MUMBAI SUBURBAN DIST. (BANDRA) ★

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	10000502022070502262	9143995025218
Cheque/DD No.		Bank Date	RBI Date	05/07/2022-14:51:20	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9833418035

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

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Print Date 05-07-2022 02:52:57

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AGREEMENT FOR PROVIDING PERMANENT ALTERNATE ACCOMMODATION

THIS AGREEMENT FOR PROVIDING PERMANENT ALTERNATE ACCOMMODATION ("**this Agreement**") is made and executed at Mumbai on this 05 day of July, in the Christian Year Two Thousand and Twenty-Two (2022)

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BETWEEN

GUN RAJAN CONSTRUCTIONS, a Partnership Firm duly registered under the Partnership Act 1932, and having its registered office at Shop no. 1 , building No. 11 , Sah Nivas Co-operative Housing Society Limited, Near Dutt Mandir, Vivek College Road, Siddharth Nagar No. 4 , Goregaon (W), Mumbai 400104 through its partners (1) Mr. RAJESH JAYANTILAL SHAH and (2) Mr. SACHIN JAYANTILAL SHAH hereinafter referred to as "**the Developers**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its partners or partner of the Firm for the time being and the survivors or survivor of them and the heirs, executors, and administrators of last of such survivor and assigns) of the **FIRST PART;**

AND

MRS. RATANBEN BABULAL JAIN, an adult, of Mumbai, Indian Inhabitant/s, having his/her address at Flat no.: 17, Third floor, Vallabh Krupa Co-operative Housing Society Limited, Plot no.18, Jawahar Nagar, S.V. Road, Goregaon (West), Mumbai – 400 104 "**the Member/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the **SECOND PART;**

AND

VALLABH KRUPA CO-OPERATIVE HOUSING SOCIETY LTD., a Society duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No. MUM/W-P/HSG/11136/2001-2002 dated 3rd May 2001 and having its registered address at 18, Jawahar Nagar, S.V. Road, Goregaon (West), Mumbai – 400 104 through its Authorized Signatories (1) MR. BABULAL PUKHRAJ JAIN, the Chairman (2) MR. PRAVIN RAMANNA SHETTY, the Secretary and (3) MR. BHAVESH BHOGILAL DARJI, the Treasurer, hereinafter referred to as "**the Society**" (which expressions shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said Society and its successors and assigns) of the **THIRD PART;**

The Developer, the Member/s and the Society are hereinafter severally referred to as "**a Party**"; and collectively referred to as "**the Parties**".

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WHEREAS:

1. That Jawahar Nagar Co-operative Housing Society Ltd., (hereinafter for brevity's sake referred to as "the said Parent Society") is fully seized and possessed of and/or otherwise well and sufficiently entitled to have and hold various plots of land forming part of Survey No. 105 to 110, 146 and 147 admeasuring about 72 Acres plots of land as an absolute owner thereof, being lying and situated at Village Pahadi, Goregaon West, within the Registration sub-district of Borivali and in the District Mumbai Suburban.

2. The said Parent Society has evolved housing scheme and therefore prepared a private layout and sub-divided various plot of land in to different plots of land, consisting of different sizes.

3. The lease of one such plot is allotted by Jawahar Nagar CHSL unto Smt. Taruben Rasiklal Patel under a lease deed dated 25.06.1974 registered with the concerned office of the sub-registrar of assurances at Bandra under serial no. P/2754/74 at pages 21 to 25 volume 60 in additional register book no.1. The Parent Society demised the below mentioned plot for a period of 998 years commencing from 01.10.1947 being plot no. No.18, bearing C.T.S. No. 644 admeasuring 1078 sq. yards situated at Village Pahadi, Jawahar Nagar, Goregaon (West), Mumbai – 400 062 (hereinafter referred to as the said Plot). Thereafter the parent society issued Ten shares of Rs. 10/- (Rupees Ten Only) each aggregating to Rs. 100/- (Rupees Hundred Only) bearing nos. 171 to 180 to one Mrs. Taraben Rasiklal Patel alias Mrs. Taruben Rasiklal Patel.

4. Mrs. Taraben Rasiklal Patel alias Mrs. Taruben Rasiklal Patel constructed a building on the said Plot consisting of 25 residential flats/units and 6 commercial units known as "Taruvilla". The same were let out to different individuals on monthly tenancy basis.

5. By a Deed of Assignment dated 19.03.1983 registered with the office of sub-registrar of assurances at Bandra under serial no .BOM/S/837/83, the said Mrs. Taraben Rasiklal Patel alias Mrs. Taruben Rasiklal Patel demised the lease unto Smt. Suhsilaben Natwarbhai Patel for a period of 998 years commencing from 01.10.1947, all that portion/part of land bearing CTS no.644 admeasuring 1078 sq. yards alongwith the super structures standing upon the said Plot and the tenancies for consideration and upon the terms and conditions in the manner contained therein;

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6. Thereafter Smt. Suhsilaben Natwarbhai Patel converted tenancies of the residential flats into ownership to the respective tenants. The Ownership of the shops were kept with her only.

7. The Members of Taruvilla constituted and formed a society known as Vallabh Krupa Co-operative Housing Society Limited and registered the same with registrar of Co-operative societies bearing registration no. MUM/WP/HSG/[TC]/11136/2001-2002 dated 03.05.2001 (hereinafter for brevity's sake referred to as "the said Society"). Thus, the residential members became owner of their individual flats and ownership of 6 shops was held by Smt. Suhsilaben Natwarbhai Patel.

8. Thus, the residential Members became owner of their individual flats thereof and Ownership of 6 shops was held by Smt. Sushilaben Patel. Accordingly, the share certificate of 6 shops are issued in the name of Smt. Sushilaben Patel was recorded as the shareholder. The said share certificate at present stands in the name of Mr. Rajesh Shah & Mr. Sachin Shah.

9. The Jawahar Nagar Co-Op. Housing Society Ltd., *vide* their letter dated 24.10.1997 bearing ref no.42/18/97-98 permitted and granted no objection certificate for transfer of rights, title and interest in respect of the said Property referred herein below, in favour of the said Society herein.

10. By virtue of an Indenture dated 09.08.2005 (hereinafter referred to as "THE CONVEYANCE DEED") duly registered through a Deed of Confirmation dated 9th May, 2006 with the Sub-Registrar of Assurances at Mumbai under Serial No.BDR10-03506-2006, the Society became the lessee of the said Plot and is seized and possessed of and/or otherwise well and sufficiently entitled to the property being all that being all that part/portion of leasehold land bearing CTS No.644 aggregating to 1078 square yards i.e. equivalent to 905.88 square meters or thereabouts of Mauje Pahadi within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and lying being and situate at Plot No.18, Jawahar Nagar, Goregaon (West), Mumbai – 400104 along with the building standing thereon known as "Vallabh Krupa" (hereinafter referred to as "the Existing Building").

11. The leasehold land bearing old C.T.S. No. 644 (pt), 644/6 to 644/11 now reconstituted and renumbered new C.T.S. No. as 644/A/1 and 644/A/2 aggregating to 901.30 square meters or thereabouts of Village Mauje Pahadi,

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within the Registration Sub-district of Borivali and District Mumbai Suburban (hereinafter referred to as the Said Land), along with the Existing Building and other structure/s is collectively referred to as **"the Said Property"** and more particularly described in the **First Schedule** written hereunder.

12. The Lessor being Jawahar Nagar Co-operative Housing Society Limited have issued the Share Certificate bearing No.433, Ten shares of Rs.10/- (Rupees Ten Only) bearing no.201 to 210 dated 11thMarch 2007 in favor of Smt. Sushilaben Natverlal Patel and transferred the same in the name of Vallabh Krupa Co-operative Housing Society Ltd i.e. the said Society herein was endorsed 17.08.2006.

13. The Existing Building is in a dilapidated condition and beyond economical repairs and in view thereof, the members of the Society were desirous of and resolved to redevelop the property by appointing a developer to undertake the redevelopment of the said property and passed the necessary resolution at the Special General Body Meeting of the Society held on 03.07.2011.

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14. A notice dated 19.04.2018 bearing no. ACP/S/B55/353-B/02/AE9B&F) - II was issued by the MCGM under section 353 of the Mumbai Municipal Corporation Act, 1888.

15. Thereafter the Society has appointed Messrs M. M. Arch as the project management consultants for representing the Society in the course of redevelopment of the said Property.

16. In pursuance to the above resolution dated 03.07.2011, the Society accordingly invited proposals again for redevelopment from interested persons, pursuant to which various developers including the Developer herein submitted their offer/s for redevelopment of the said Property.

17. The Developer herein, being one of the Developers submitted their offer dated 22.01.2021 and revised the offer vide revised offer letter dated 03.02.2021 respectively.

18. The Society in its Special General Body meeting held on 04.02.2021, approved M/s. Gun Rajan Constructions as "the Developer" by approval of 23 members present in the meeting out of total 25 Members/Confirming Parties for development of the said property under the provisions of the Development

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Control and Promotional Regulations (2034) [DCPR (2034)] as amended from time to time and with necessary permissions and sanction from the concerned authority including Brihanmumbai Municipal Corporation.

19. The Society has, by Letter of Intent (L.O.I.) dated 08.03.2021 informed the Developer that the Society has decided to grant redevelopment work of the said Property to the Developers herein.

20. Pursuant to the special general body meeting, the deputy Registrar Co-operative Societies attended the meeting on 13.06.2021 as required under procedure laid down in section 79(A) of Maharashtra Co-Op. Societies Act 1960, and its circular for redevelopment dated 03.01.2009. The offer of the Developer was accepted by the Society and the Registrar Co-operative societies vide his order dated 21.06.2021 confirmed the appointment of the Developer/its nominee as Developer for the said Property.

21. By a Development Agreement dated 26.10.2021 duly registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BRL-6-16084 of 2021 registered between the Developers, Society and confirming members of the Society, the Developer is entitled to the development rights of the said Property and is redeveloping the said Property (hereinafter referred to as "**THE SAID DEVELOPMENT AGREEMENT**").

22. The Society have, simultaneously with the execution of the Development Agreement executed a Power of Attorney dated 26.10.2021 in favour of (1) Mr. Sachin Jayantilal Shah and (2) Mr. Rajesh Jayantilal Shah, being the Designated partners of the Developer herein inter alia granting them power and authority to deal jointly and/or severally with the said Property, to carry out all matters relating and incidental to the redevelopment thereof, in the manner as set out therein.

23. Thereafter, further negotiations held between the Parties and the same recorded under the writing dated 30th June, 2022, the Parties therein and herein have mutually agreed to record terms and conditions to the said Development Agreement dated 26th October, 2021. It is further clarified that save and except what is recorded in the writing dated 30th June, 2022 all other provisions conditions and covenants of the Development Agreement dated 26th October, 2021 shall remain unchanged and binding upon the parties thereto and herein.

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24. THE DEVELOPERS have also annexed hereto the copies of following documents:

Document	Annexure
1. Certificate of the title of the said Property issued by Advocate;	A
2. Property card;	B
3. Tentative plan of the New Premises/ Members New Premises	C

25. The Members herein has represented to the Developer that:

The Members herein are the Members of the Society and is absolutely entitled to 5 (Five) full paid up shares of Rs. 50 (Fifty) each bearing Share Distinctive Nos. 46 to 50 under Share Certificate No.10 issued by the said Society alongwith the consequential benefits arising out of the said Shares including flat bearing Flat No. 13 admeasuring 356 square feet (carpet area) on the Second floor of the building known as "Vallabh Krupa" standing on the society property (hereinafter referred to as "**the Existing Premises**"). The Existing Premises is more particularly described in the **Second Schedule** written hereunder.

26. Pursuant to negotiations between the Parties, the Parties have agreed upon certain terms and conditions with regard to the Member's participation in the proposed redevelopment of the said Property; and the terms and conditions for allotment/delivery of a residential flat free of cost on what is popularly known as Ownership Basis to the Member/s in the Proposed Building to be constructed by the Developer, in lieu of all the right, title and interest of the Members in to and upon the Existing Premises; and the Parties hereto, being desirous of reducing such terms and conditions to writing, are executing this Agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. <u>INTERPRETATION</u>

1.1. The Recitals above shall be deemed to form an integral and operative part of this Agreement;

1.2. Any reference to a Clause, Schedule or Annexure shall be deemed to be a reference to a Clause, Schedule or Annexure respectively of this Agreement;

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2. MEMBER'S CONSENT FOR THE REDEVELOPMENT

2.1. The Members hereby irrevocably confirms that the Members is agreeable to the Developers undertaking the redevelopment of the said Property in accordance with the plans, designs, specifications approved and sanctioned by the Municipal Corporation of Greater Mumbai (MCGM) and the corporation and in further compliance with the terms and conditions more particularly set out in the said Development Agreement and in the manner as recited above and as further specified in this Agreement.

2.2. The Member/s hereby irrevocably agrees to render all necessary co-operation to the Developers as may be required by the Developers, in the course of the redevelopment of the said Property, as recited above; and hereby irrevocably agrees to sign and deliver all necessary documents, NOCs, consents, applications etc.at the costs and expenses of the Developers alone as may be necessary for the purpose of undertaking the redevelopment of the said Property and/or any part thereof, as envisaged by the Developers and contemplated in this Agreement.

3. PROVISION OF PERMANENT ALTERNATE ACCOMMODATION

3.1. It is agreed by and between the Parties hereto that in consideration of the Member/s having agreed to handover vacant, physical and peaceful possession of the said Existing Premises so as to enable the Developer to demolish the Existing Building and construct on aforesaid land, the proposed new building ("**Proposed New Building**"), the Developer shall allot to the Member/s free of cost and on what is commonly known as Ownership basis, a residential flat on the 8th floor of the Proposed New Building admeasuring 453 square feet (MOFA Carpet Area) (herein carpet area shall mean finished wall to wall as agreed under the said Development Agreement) equivalent to 463 square feet (RERA carpet area) (*subject to variations within the agreed variation limits as provided in Clause 14.4 hereof*), to be constructed by use of all types of Floor Space Index including compensatory fungible Floor Space Index and including the Compensatory Fungible Area, as and by way of permanent alternate accommodation in lieu of the Existing Premises free of cost (hereinafter referred to as "**the New Premises**"). A copy of the tentative/proposed floor plan of the said New Premises is annexed hereto and marked as *Annexure 'C'* (hereinafter referred to as "**the said Plans**"). In the event if any amendments are required to be carried out to the said Plans in so far as the same pertain to

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the New Premises, then such amendments shall be carried out only after the Developer has obtained the prior written consent of the Member/s. The Developer shall however be free and entitled to amend approved plans (not affecting the area and location of the Members New Premises) approved by the MCGM and any other concerned authority pertaining to the proposed building as the Developer may deem fit and proper without any reference and/or recourse to the Member/s.

3.2. Due to planning constraint, the area of the New Premises have been revised to 447 (MOFA Carpet Area) equivalent to 457 (RERA carpet area) instead of 453 square feet (MOFA Carpet Area) equivalent to 463 square feet (RERA carpet area).

3.3. In accordance with the variation limits as provided in Clause 14.4 hereof, the Developer has compensated the Member herein in respect of the deficit area admeasuring 6 square feet ("**Members Revised Area**"), the receipt of which the Member acknowledges herewith. The Member has agreed to retain New Premises admeasuring 447 square feet (MOFA Carpet Area) equivalent to 457 square feet (RERA carpet area) bearing flat no.802 on 8th Floor.

The Developer shall diligently make applications to the concerned Planning Authority for approval of plans for construction of the Proposed New Building and shall make all reasonable endeavours to get the plans in respect of the Proposed Building approved from the concerned Planning Authority MCGM or other concerned planning authorities under the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "**the Planning Authority**"). The Members hereby agrees that the Members has no objection to any amendments to the approved building plan which do not adversely affect the quantum of carpet area and location of the New Premises hereby allotted to the Member/s. The Member/s confirms that the Members shall not under any circumstances whatsoever and on any grounds whatsoever object to the Developer preparing the plans for construction of the Proposed New Building and the Developer obtaining approvals with regard to such plans. However, the Developers shall intimate and provide copies of the amended plans to the Society within 15 (Fifteen) days from the date of such approvals.

4. Thus, the said New Premises admeasuring 453 sq. ft, (MOFA Carpet Area) (free of cost) equivalent to 463 Sq. ft. (RERA Carpet Area) and the Members Revised Area, if

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any as defined herein admeasuring – 6 sq. ft (MOFA Carpet Area) equivalent to 6 Sq. ft. (RERA Carpet Area) and aggregating to 447 Sq. ft. (MOFA Carpet Area) equivalent to 457 sq. ft (RERA Carpet Area) bearing New Flat No.802 on the 8th floor shall be referred to as **"MEMBERS NEW PREMISES"** and more particularly described in the **Third Schedule** written hereunder.

5. It is further agreed by the Member/s that he/she/they shall bear and pay all the Stamp Duty, GST and all other charges levied by Authorities accrued on Members Additional Premises only agreed to be purchased by the Member/s herein and not on the new premises as stated in Clause 3.1 hereinabove.

6. The Developer shall intimate to the Member/s about the stage wise completion of the said Building as detailed in the clause hereinabove for making payment on the purchase of the member's additional premises. The payment shall be made by the Member/s within 15 (Fifteen) days of the Developer making a demand for the payment of the Installment, time being the essence of the contract (the payment at each stage is individually referred to as **"the Installment"** and collectively referred to as **"the Installments"**).

7. The consideration as stated herein above for purchase of the members additional premises shall be payable by the Member/s in the Bank Account No. 59209619138408 maintained with HDFC Bank Ltd, S. V. Road, Siddharth Nagar ("the said Account"). The sums deposited by the Member/s will be dealt by the Developers in the accordance with Act read with the Rules. In case of any financing agreement entered by the Member/s with any financial institution with respect to the purchase of the said members additional area, the Member/s undertake/s to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Developer through an account payee cheque / demand draft / pay order/wire transfer drawn in favour of the above mentioned account of the Developers. Any payments made in favour of / to any other account other than as mentioned hereinabove shall not be treated as payment towards the said Members Additional Premises save and except any other account informed by the Developers. The Member/s shall satisfy the Developers either through its banker's commitment or in such other manner so as to comply with the payment schedule as agreed hereinabove. The Developers shall be entitled to change the account (as set out herein above) by giving a written notice to the Member/s to this effect in which case the payments of the amounts under this Agreement shall be made by the account.

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8. In case of delay in paying any of the said installments, by the member/s to the Developers, the Developers shall be entitled inter alia to charge interest @ 18% p. a. compounded for the delayed period and the member/s has/have agreed to make such payment forthwith upon the member being intimated in writing.

9. Therefore, the Member/s New Premises shall be 447 sq. feet carpet area (in aggregate) equivalent to 457 square feet (RERA Carpet Area) which shall be allotted by the Developer herein as set out herein. The Member herein shall inspect the Member/s New Premises before taking possession from the Developer. If there is any deficit in the carpet area (as defined herein) of the Member/s New Premises, then the Developer shall compensate the same in monetary terms as mutually agreed between the Member and the Developer.

10. The Members New Premises shall contain the amenities shown in **Schedule "A"** to this Agreement.

11. The Members New Premises shall be provided by the Developer to the Member under Section 10 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**MOFA**") and the Rules framed thereunder (hereinafter referred to as "**the MOFA Rules**") and the provisions of Section 17 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**RERA**") and Rule 9 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "**the RERA Rules**") and/or any statutory re-enactment or modification thereof, for the time being in force; and as per the details set out in this Agreement.

12. It is clarified that the carpet area of the Members New Premises as referred to in this Agreement (including in the Second Schedule hereof) shall be computed in the same manner of calculation i.e. finished wall to finished wall as agreed under the said Development Agreement;

13. In the event if the Developer avails of a construction loan or financial facility or otherwise creates a security on the Developer's free sale premises for the purpose of securing any obligations or otherwise, the Developer shall not be entitled to create any mortgage or other security over the Members New Premises hereby agreed to be allotted to the Member. The Developer shall indemnify and keep indemnified the members and the society for the same.

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14. POSSESSION OF THE EXISTING PREMISES AND APPROVALS

14.1. The Members have handed over quiet, vacant and peaceful possession of the Existing Premises to the Developer free from all encumbrances with complete authority to demolish the Existing Premises and the Existing Building and the Member confirms that the Member has no objection to the demolition of the Existing Premises and the Vallabh Krupa Building.

14.2. It is clarified that the Developer shall be entitled to propose construction of the Proposed Building (and/or the additional buildings (if any)) and apply for construction thereof to any Planning Authority under any of the applicable provisions of the Development Control and Promotion Regulations for Greater Mumbai, 2034 (hereinafter referred to as "**DCPR**") or corresponding or similar provisions or any statutory modification or re-enactment thereof and the Member shall not object to the same. The Developer shall in the course of such redevelopment and construction of the Proposed Building be entitled (but not obliged) to consume the maximum permissible development potential/floor space index till Full Occupation Certificate as may be permissible for consumption on the said Property in accordance with any applicable provisions of the DCPR, or any statutory modification or reenactment thereof.

OFFICE OF THE SUB-REGISTRAR BORIVALI No. 6
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14.3. The Developers shall put up the plan to Municipal Corporation of Greater Mumbai for construction of the proposed new building/s on the said Property. The new building shall be constructed using the basic F.S.I. and the T.D.R, Fungible F.S.I., Premium F.S.I and all other maximum permissible F.S.I. benefits to be loaded and consumed on the building, to be constructed in the said Property.

14.4. The Parties agree and acknowledge that a change/variation up to **2% (two percent)** (plus or minus) in carpet area (as defined herein) of the Members New Premises is acceptable to each Party. In the circumstances, in case if the carpet area (as defined herein) of the Members New Premises admeasures less than what is assured in this Agreement or in the Development Agreement, then and in such an event, the Developer shall compensate the Member for such shortfall; and which compensation shall be calculated at rate mutually agreed by and the between the parties herein (per square feet) of the shortfall in carpet area and vice versa. Further, the calculation per carpet area for such deficiency and/or additional area should be at the same rate.

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15. MONETARY COMPENSATION

15.1. In view of the hardships to be faced by the Member in the course of construction of the Proposed Building and the redevelopment of the said Property as envisaged by the Developer and in order to enable the Member to avail of temporary alternate accommodation during the intervening period between the demolition of the Existing Building and construction of the Proposed New Building on the said Land, the Developer is paying to the Member a sum of Rs. 70/- (Rupees Seventy Only) per month per square foot of the carpet area of the Existing Premises (hereinafter referred to as "the Monthly Displacement Compensation"). Accordingly, the Members have/shall on their own arrange their temporary alternate accommodation.

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15.2. The Developer shall be liable to pay to the Member, the said amount of Monthly Displacement Compensation from the date of receipt of possession of the Existing Premises by the Developer, till the receipt of the full occupancy certificate in respect of the Members New Premises in the Proposed Building from the Planning Authority; and till such time as an offer is made to the Member for taking possession of the same. The Developer shall be entitled to obtain part or full occupancy certificate in respect of the Members New Premises in the Proposed Building.

15.3. The amount of the Monthly Displacement Compensation shall be paid by the Developer to the Member on a monthly basis. The said amount shall stand escalated by 10% (Ten Percent) after the expiry of the every period of 11 (Eleven) months from the date of receipt of possession of the said Existing Premises by the Developer.

15.4. At the time of receipt of possession of the said Existing Premises by the Developer from the Member, the Developer has handed over 11 (Eleven) post-dated cheques to the Member (to be encashed on a monthly basis on the given date) towards the Monthly Displacement Compensation and after the expiry of every block of 11 (Eleven) months, further 11 (Eleven) post-dated cheques towards the Monthly Displacement Compensation shall be handed over to the Member on or before the expiry of every 11th month with 10% escalation on expiry of every 11 months till the Developer handing over physical possession of the Members New Premises. In the event if the Member is holding any post-dated cheques towards the Displacement Compensation when the Developer makes an offer to the Member for taking possession of the Members New Premises after receipt

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of full occupation certificate, then the Member shall on the date of such offer of possession of the Members New Premises handover all unutilised post-dated cheques to the Developer.

15.5. In addition to the Monthly Displacement Compensation, the Developer has paid to the Member a sum of Rs. 15,000/- (Rupees Fifteen Thousand Only) as onetime compensation for defraying the costs of shifting the belongings of the Member from the Existing Premises to the temporary alternate accommodation and back to the New Premises (hereinafter referred to as "the Shifting Compensation").

15.6. The Developer has paid to the Member initially a sum equivalent to one month's Displacement Compensation at the time of the Member handing over possession of the Existing Premises to the Developer for enabling the Member to defray the brokerage charges to be incurred by the Member in acquiring the temporary alternate accommodation (hereinafter referred to as "the Brokerage Compensation"). After the expiry of the initial 11 (Eleven) months, the Developer shall pay the Brokerage Compensation, (calculated as one month's Displacement Compensation) on the next 11 (Eleven) months till such time as an offer is made to the Member for taking possession of the New Premises.

15.7. The Developer shall pay to the Member, hardship compensation of Rs.2100/- (Rupees Twenty-One Hundred only) per square feet on the existing internal approved exclusive carpet area being used by the member i.e. the area of the Existing Premises ("Hardship Compensation") and as more particularly set out in the said Development Agreement. Such non-refundable compensation shall be directly paid by the Developer to the Member in the following manner:

- 30% of the hardship compensation shall be paid by the Developer to the respective members holding flat, within 30 days of the receipt of the IOD and the Member/s herein vacating their existing premises, whichever is earlier.
- 35% of the hardship compensation shall be paid by the Developer to the respective members after 50% completion of RCC construction.
- Balance 35% of the hardship compensation shall be paid by the Developer to the respective members holding the flat, within 10 days of receiving the full Occupation Certificate (O.C) of the new

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building being reconstructed or on the member/s receiving vacant, physical and peaceful possession of the member's new premises in the new building, whichever is earlier.

15.8. The Developer shall neither close the bank account on which the post-dated cheques are drawn nor shall the Developer change the signatories to such bank account against which the said post-dated cheques are drawn. The Developer shall ensure, assure and undertake that the said post-dated cheques are honoured by the bankers of the Developer on the respective due dates of the respective post-dated cheques.

16. CAR PARKING:

16.1. The Developer shall allot sanctioned car parking spaces to the Society as per the norms of the MCGM and as more particularly described in the Development Agreement.

16.2. It is further agreed and clarified by and between the Parties hereto that the sanctioned car parking spaces provided/allotted to the members, shall be used by the members only for the purposes of parking of their own vehicle, and for no other purposes.

16.3. It is specifically agreed between the parties that no sanctioned car parking spaces shall be allotted to any person if he is not a member of the building.

17. COMPLETION PERIOD:

17.1. Subject to Force Majeure events, the Developer shall complete construction of the Members New Premises and shall offer possession thereof to the Member within a period of 30 months + additional grace period of 6 months (Thirty months + 6 months) from the date of receipt of the commencement certificate in respect of the Proposed Building.

17.2. The Developer shall construct the proposed building and obtain full occupation certificate within the timelines as more particularly set out in the Development Agreement.

17.3. It is clarified that notwithstanding anything contained in this Agreement the Developer shall be liable to continue to pay the Monthly Displacement Compensation to the Residential Members till the receipt of full occupancy certificate in respect of the Members New Premises and till the Developer offers to put the Member in possession of the New Premises.

18. MAINTENANCE AND OTHER CHARGES:

18.1. The Member shall on and from the date of receipt of obtaining part occupation certificate for commercial premises and full Occupation

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Certificate for the residential premises, as the case may be and thereafter being offered possession of the Members New Premises, the Member/s herein bear and pay his/her/their proportionate share of payment of taxes, dues, duties, maintenance charges etc. N.A. Assessments, water charges, water pump and common lift and electricity charges expenses of watchmen, liftmen, cleaners, gardeners, sweepers, lift repair charges, sinking fund, insurance premiums, if any and all other maintenance charges by whatever name called, including *interalia*, payable under any provision hereof in respect of Proposed Building initially to the Developer and afterwards the same shall be proportionately paid by the Member to the Society.

18.2. The Maintenance Charges shall include without limitation the

a. The expenses towards maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Building, water pipes and electric wires in under or upon the Proposed Building used by the premises holder in common with the other occupiers of premises and the main entrances, valet parking drivers, mechanical parking system operators, passages, landings, lift and staircase of the Proposed Building and other common areas and amenities as enjoyed by the premises holders in common as aforesaid and the boundary walls of the Proposed Building, compounds etc.

b. The cost of cleaning and lightning the passages, water pump, lifts, landings, staircases, common lights and other parts of the Proposed Building used by the premises holders in common, as well as the common amenities including layout or internal roads and means of access within the Remainder Land.

c. The cost of the salaries of certain workers like clerks, accountant, liftmen, security guards, water pump operators, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.

d. The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges.

e. Premium for insurance of the Proposed Building (if and when taken).

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f. The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the Proposed Building including interalia street lights, sewer line, storm water drain, water lines, internal roads, garden, civil, mechanical parking, mechanical and electrical system installed for reuse of the waste water, civil, mechanical and electrical system for rain water harvesting, high speed lifts, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank and other water tanks by whatever name called, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, municipal taxes (including property tax), common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Building.

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18.3. The Member shall observe, perform and comply with all the rules and regulations and bye-laws which the Proposed Building Legal Entity may adopt at its inception; and all the subsequent additions, alterations or amendments thereto made from time to time for protection and maintenance of the said Proposed Building, the common areas, common equipment and the amenities provided therein; and the New Premises/Members New Premises therein and for the observance and performance of the rules, regulations and bye laws for the time being in force of the Planning Authority and/or concerned local authority and of Government and other public bodies.

19. Within a period of 10 (Ten) days from the date of notice being issued by the Developer that the Members New Premises are ready for being occupied and in any event before possession of the New Premises is handed over to the Member:

19.1. A sum of Rs. 500/- towards acquiring shares of the Proposed Building Legal Entity and entrance fee of Rs. 100/- (or such other amount as may be payable in accordance with the applicable legislation and constitution documents/bye-laws of the Proposed Building Legal Entity);

19.2. The Member shall initially pay sum of Rs. 7/- per Sq. Ft. carpet area to the Developer/Society/interim ad hoc Society provisional maintenance charges for a period of 12 (twelve) months in advance in following manner (Carpet Area 457 x 7 x 12) Rs. 38,388/- (Rupees Thirty-Eight Thousand

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Three Hundred and Thirty-Eight Only) at the time of possession. The said amount of Rs. 38,388/- (Rupees Thirty-Eight Thousand Three Hundred and Thirty-Eight Only) is based on estimates and is subject to reasonable revision at the discretion of the Developer.

20. During subsistence of this Agreement if "THE MEMBERS" wishes to transfer (sale) their flat and shares they shall be entitled to do so however with prior written permission of "THE SOCIETY" and "THE DEVELOPERS" and provided the prospective purchaser/s giving an undertaking in writing that he/she/they shall abide by and comply with all the obligations of the terms, conditions and covenants contained under this agreement, the Development agreement dated 26.10.2021.

21. Commencing a week after notice in writing is given by the Developer to the Member that the Members New Premises are ready for being occupied, the Member shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the Members New Premises. After the completion of the initial 12 (Twelve) months or exhaustion of the above referred deposit amount as aforesaid, the Member shall be liable to bear and pay the maintenance charges in respect of the Member/s New Premises to the Society and the Member further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance to the Society; and the Member shall not be entitled to withhold the same for any reason whatsoever. It is further agreed that the Member will be liable to pay interest @ 21% p.a. or as otherwise demanded by the Developer/the Proposed Building Legal Entity for any delay in payment of such outgoings.

22. The Society shall maintain the affairs and the books of account. In case the Developer maintains the same, the Developer shall handover the books of account to the society herein with respect to the deposits being collected from the Member/s herein with respect to maintenance charges. The Developers Accountant shall certify the said books of account through their independent Chartered Accountant.

23. The Member hereby represents, warranties, agrees, declares and covenants with the Developer that:

23.1. The Member is solely, exclusively and fully entitled to the said Existing Premises in the manner specified in the Recitals hereof; and that save and except himself/herself no other person/s/party/ies has/have any claim,

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demand or right, title and interest in respect of the said Existing Premises and/or any part thereof.

23.2. Once the Existing Premises is vacated and possession thereof is handed over by the Member to the Developer in accordance with the terms hereof, the Member shall not have any claim, demand, right or interest in relation to the furniture, fittings, fixtures, movables lying or being therein and/or any other part of the Existing Premises and the Developer shall be entitled to demolish the same and the Existing Building; and the Developer shall be solely entitled to the debris on such demolition.

23.3. The Member has not created a mortgage/charge on the said Existing Premises or part thereof and has not created any third-party rights or interest in respect of the said Existing Premises or part thereof and that the Member and the members of the Member's family alone are in actual use, occupation and possession of the same.

23.4. The Member is aware that various concessions and approvals may be granted to the Developer in the course of the construction of the Proposed Building including concessions for condoning the deficiencies in required open spaces by payment of premium or otherwise. The Member undertakes and agrees not to raise any objection in respect of such open space deficiencies.

23.5. The Member hereby gives his/her no objection for laying the gas pipeline, electric connections and any such utility connections through any part or portion of the Proposed Building, as may be required by the Developer for construction of the Proposed Building. The said connections shall be carried out by the Developer in compliance with the rules of the MCGM.

23.6. Save and except the Members New Premises, the Member shall not have any right, title, interest, share, claim or demand in to or upon any other premises in the Proposed Building or any terrace/s adjoining to the concerned flat in the Proposed Building.

23.7. The Member shall maintain the Members New Premises at the Member's own cost in good repair and condition from the date the possession of the Members New Premises is offered to the Member and shall not do anything or suffer anything to be done in or to the said Proposed Building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local authorities or planning authorities or any other authority.

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23.8. The Member shall ensure that no nuisance/annoyance/inconvenience is caused to the other Members of the said Proposed Building by any act of the Member.

23.9. The Member shall not store in the Members New Premises any goods which are of hazardous, combustible or dangerous nature (save and except domestic gas for cooking purposes); or goods which are so heavy so as to damage the construction or structure of the Proposed Building or storing of which goods is objected to by the concerned local or other authority and the Member shall not carry or cause to be carried any heavy packages, show cases, cupboards on the upper floors of the Proposed Building which may damage or is likely to damage the staircase, common passage or any other structure of the Proposed Building.

23.10. The Member shall carry out at his/her own cost all the internal repairs to the Members New Premises; and shall maintain the Members New Premises in the same condition, state and order in which it is delivered by the Developer to the Member. The Member shall not do or suffer to be done anything in or to the Proposed Building and hereby agrees to observe/abide by the rules and regulations and bye-laws of the concerned local authority or other public authority and the Proposed Building Legal Entity in that behalf. In the event of the Member committing any act in contravention of this provision, the Member shall be directly responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

23.11. The Member shall not demolish the Members New Premises or any part or walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the said Proposed Building in which the Members New Premises is situated and shall keep the sewers, drains, pipes, in the Members New Premises and all appurtenances thereto in good, Memberable repairs and condition. The Member shall not chisel or any other manner damage the columns, beams, walls, slabs or RCC pardis or other structural members in the Members New Premises without the prior written permission of the Developer.

23.12. The Member shall not permit to be done any act, deed, matter or thing which may render void or voidable any insurance of the Proposed Building or any part thereof; or whereby any increased premium may become payable in respect of the insurance.

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23.13. The Member shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the New Premises in the compound or on the common terrace or on the other premises or any portion of the remainder land and the Proposed Building.

23.14. The Member shall bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the concerned authority local / public either on account of change of user or otherwise in respect of the Members New Premises by the Member.

23.15. The Member shall use the Members New Premises or any part thereof or permit the same to be used for the purpose of use as a residential flat only and not for any other purpose.

23.16. Till possession of the Members New Premises is delivered to the Member, the Member shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement or otherwise charge or mortgage or encumber or create lien or other third party rights either in respect of the Existing Premises or in respect of the Members New Premises, without the prior written consent of the Society and the Developer. If all the dues payable by the Member under this Agreement are fully paid and if the Member had not been guilty of breach of or non-observance of any terms and conditions of this Agreement, then the Developer shall not withhold the application of the Member in respect thereof.

23.17. The Member shall abide by, observe and perform all the rules and regulations and bye-laws of the Society, as also the additions, alterations or amendments thereto that may be made therein from time to time for the management and maintenance of the said Society.

23.18. The Member acknowledges that the Developer has entered into this agreement in reliance upon, among other things, the warranties, representations, declarations and covenants made hereunder by the Member as contained in this Agreement. Save as expressly otherwise provided, each of the representations, warranties, declarations and covenants shall be separate and independent and shall not be limited by reference to any other contents of this Agreement or by any knowledge express, implied or imputed that the Developer may have in relation to such warranties, representations, declarations or covenants.

23.19. The Member is aware that only on the basis of and relying on the aforesaid representations, assurances, declarations, covenants and warranties made by the Member, the Developer has agreed enter into the transaction hereby recorded and the Member hereby agrees to indemnify and keep

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indemnified the Developer from and against all and any damage or loss that may be caused to the Developer including *inter alia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses that may be caused to or incurred, sustained or suffered by the Developer or it's transferee/s/ allottee/s/nominee/s by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Member being untrue and/or being breached and/or otherwise, as a result of the Developer entering into the transaction hereby recorded.

24. DEVELOPER'S PREMISES:

Save and except the Members New Premises, the Developer shall be solely entitled to transfer and/or create third party rights and/or otherwise deal with the Developer Free Sale Premises and the sanctioned car parking spaces in the Proposed New Building save and except the car parking units agreed to be allotted to the Society and/or to the Members of the Society as mentioned under the Development Agreement, at its own discretion, to the exclusion of the Member and to the exclusion of all other Members/Members of the premises in the Existing Building.

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25. The Member further agrees that the right, title, share and interest of the Member shall be restricted to the Members New Premises only agreed to be provided by the Developer and the Member shall not be entitled to claim any right to any open space, passage, staircase, common amenities, open parking space or any other common area into upon the Building or any area/space surrounding the Building. The Member shall not in any manner be concerned with the Developers Free Sale premises or other areas of the said Building (other than the *Members* New Premises) or any other area.

26. FORCE MAJEURE:

26.1. Notwithstanding anything herein contained, none of the Parties hereto shall be responsible for any breach or non-performance or delay or damages with regard to any delay in performance or non-performance of any of the terms and conditions of this Agreement if such breach, delay or non-performance is occasioned by a Force Majeure event.

26.2. In the event of a Force Majeure event/s causes a failure or delay in compliance with the performance of any obligation by the Parties under this Agreement, then and in such an event, the period allowed for the compliance of

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performance by either Party of such obligation in case of Force Majeure shall be extended by the period of existence of any such event of Force Majeure, or as may be agreed by both Parties.

26.3. For the purposes of this Agreement, the term Force Majeure shall mean shall include any reasons or circumstances beyond the control of the Parties including without limitation to the following:

i. Any conditions beyond the reasonable control of the Party, including acts of God like earthquake, pandemic or epidemic, perils of the sea or air, fire, flood, or any drought, explosion, sabotage etc.; or

ii. If there are riots, bandhs, strikes and/or labour unrest, non-availability of material and labor and in consequence whereof and the redevelopment of the Larger Land could be adversely affected; or

iii. Geological, subsurface ground conditions as a result of which construction, development on the Remainder Land and redevelopment of the Larger Land is delayed or no longer financially or technically viable; or

iv. Disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially adversely affects the implementation of the redevelopment of the society property; or

v. Delays by the concerned authorities in grant of any permissions as envisaged herein for the purpose of redevelopment of the society property; or

vi. Delays caused as a result of any general shortage of building materials including cement, steel, bricks, etc.; or

vii. By reason of war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the redevelopment of the society property could be adversely affected; or

viii. As a result of any embargo, Notice, Order, Rule or Notification of the Government and/or any other public body or authority or of the Court and/or any Act or Ordinance in consequence whereof the redevelopment of the society property could be adversely affected.

It is further agreed and confirmed by the Developer herein that during the implementation of the Force Majeure period, the Developer shall be liable to pay the monthly displacement compensation to the Member/s herein.

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27. **NOMINATION:**

The Member hereby nominate Mr. Bharat B. Jain residing at Flat no.: 13, 2nd Floor, Vallabh Krupa Co-operative Housing Society Limited, Plot no.18, Jawahar Nagar, S.V. Road, Goregaon (West), Mumbai - 400 104, who are the daughters of the Member as their nominee in respect of the Members New Premises (the "**said Nominee**"). On the death and/or incapability of Members, the said Nominee shall assume all the obligations of the Members under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Members shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The heirs and legal representatives of the Members shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the said Nominee.

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28. **DEFECT AND LIABILITY:**

It is hereby agreed that in the event of any material structural defect in the new building is brought to the notice of the Developer within a period of five (5) years from the date of the receipt of the Full Occupation Certificate (OC) in respect of the said new constructed building then the Developer shall, at its own costs and expenses rectify such defect within 3 (Three) months from the date of the Members pointing out such defect. If any structural damage is caused due to the interior work carried out by the member in their respective Members New Premises then the Developer shall not be required to rectify the same.

The warranty, if any, given for the works of water tanks, and terrace, shall be caused to be assigned in favour of the Society.

29. **STAMP DUTY:**

The stamp duty, and other incidental charges, if any on the existing area and the free of cost area offered by the Developer shall be borne and paid by the Developer only. It is further agreed by the Member that the Member shall bear and pay the Stamp Duty accrued on additional area agreed to be purchased by him/her/them.

30. **MISCELLANEOUS**

30.1. Relationship:

Nothing in this Agreement shall be construed as establishing or creating a relationship of an association of persons, master and servant, partnership,

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joint venture, principal and agent between the Parties hereto, and this Agreement is entered into strictly on a principal-to-principal basis.

30.2. Interpretation of Statutes:

The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or constructions of this Agreement.

30.3. This Agreement supersedes and cancels all deeds, documents, writings, arrangements, understanding, executed/exchanged between the Parties hereto in respect of the subject matter hereof.

30.4. "THE MEMBERS" are aware of and acquainted themselves with the content of the above referred Development agreement dated 26.10.2021 executed between the society and the Developers, and they so as to bind themselves and all persons claiming by, under or through them, affirm the provisions of the said Agreements and agree to abide by and give effect to the provision thereof to the extent the same are required to be complied with and effect to by them.

30.5. General Assurances:

Each of the Parties hereto shall co-operate with the others and execute and deliver to the others such instruments and documents at the cost of the Developer save and except the charges incurred on additional area purchased by the Member and take such other actions as may be reasonably requested from time to time in order to carry out, give effect to and confirm the rights under this Agreement. This Agreement shall be valid and subsisting and binding upon all Parties in letter and spirit. If, at any time, any term or provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment or decision or order of any Court, Tribunal or any other Authority, such terms or provisions or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder part of this Agreement shall not be affected.

30.6. NOTICES

Any notice or other communication of like nature that may be given by one party to the other shall always be in writing and shall be serves by hand delivery duly acknowledged or sent by Registered Post with acknowledgement due and by no other mode at the respective addresses set out hereinbelow or at such other address as may be subsequently intimated by one party to the other in writing as set out herein. Any such communication

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shall be deemed to have been served when sent by Registered Post when the same is actually received by the addressee. There shall be deemed acceptance of the communication in case of refusal/evasion of service of the communication.

The address for the purpose of communication shall be thus:

For Developer: GUN RAJAN CONSTRUCTIONS

Shop no. 1, building No. 11, Sah Nivas CHSL,

Near Dutt Mandir, Vivek College Road,

Siddharth Nagar No. 4, Goregaon (W), Mumbai 400104

For Members: MRS. RATANBEN BABULAL JAIN

Flat No. 13, Third Floor, Vallabh Krupa CHSL,

S. V. Road, Jawahar Nagar,

Goregaon – West. Mumbai – 400 104

30.7. Amendments and Waiver:

No additions, alterations or amendments to any of the terms, conditions and provisions mentioned herein, shall be valid, operative, effective, binding upon or enforceable against any of the Parties hereto unless the same are recorded in writing and signed by the Parties hereto. The failure of a Party at any time to require performance of any obligation under this Agreement is not a waiver of that Party's right: (a) to claim damages for breach of that obligation; and (b) at any other time to require performance of that or any other obligation under this Agreement, unless written notice to that effect is given by the Party purporting to make such waiver. Any such waiver shall be limited to the specific breach waived.

30.8. Exclusion of Implied Warranties:

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

30.9. JURISDICTION

This Agreement is subject to jurisdiction of Mumbai and be governed by laws of India.

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As required by the Income-tax: -

(a) The GURURAJAN CONSTRUCTIONS PAN No. AAUFG9592K,

(b) The Member (Mrs. Ratanben Babulal Jain) PAN No. ACJPJ7028A

(c) The Society

VALLABH KRUPA COOP HSG SOC LTD. PAN No. AABAV2896F

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

FIRST SCHEDULE:

All that part or portion of leasehold land bearing old C.T.S. No. 644 (pt), 644/6 to 644/11 now reconstituted and renumbered as new C.T.S. No. 644/A/1 and 644/A/2 admeasuring in aggregating to 901.30 square meters or thereabouts of Mauje Pahadi within the Registration district and Sub District of Mumbai City and Mumbai suburban along with the building standing thereon known as "Vallabh Krupa" and other structure/s, if any lying being and situate at Plot 18, Jawahar Nagar, S.V. Road , Goregaon (West), Mumbai – 400 104.

SECOND SCHEDULE:

(Description of the Existing Premises)

Flat No. 13 on the Second floor of the building known as Vallabh Krupa admeasuring 356 square feet carpet area equivalent to 33.08 square meters carpet area wall to wall, which building standing on the said Land as described in First Schedule hereunder written.

THIRD SCHEDULE

(Description of the Members New Premises)

Flat No. 802 on the 8th floor of the building known as Vallabh Krupa admeasuring 447 square feet (MOFA Carpet Area) equivalent to 457 square feet (RERA carpet area) equivalent to 41.53 square metres (MOFA Carpet Area) equivalent to 42.46 square metres (RERA carpet area), which building is standing on the Plot No.18, Jawahar Nagar, Goregaon (West), Mumbai 400104 lying being and situate on land bearing C.T.S. No. 644/A/1 and 644/A/2 of Mauje Pahadi within the Registration district and Sub - District of Mumbai City and Mumbai Suburban.

R.B.Jain

बरल - ६/		
१४४५९	२५	१००
२०२२		

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED)

by the withinnamed **Developer:**)

GUN RAJAN CONSTRUCTIONS)

through its Partner MR. SACHIN J. SHAH)

in the presence of ....)

1. [signature]

2. D M Dedhia

For Gun Rajan Constructions

[signature]

Partner.

SIGNED AND DELIVERED)

by the withinnamed **Members:**)

MRS. RATANBEN BABULAL JAIN)

in the presence of ....)

1. [signature]

2. D M Dedhia

R. B. Jain

SIGNED AND DELIVERED)

By within named Vallabh Krupa CHS Ltd.)

Chairman Mr. BABULAL PUKHRAJ JAIN)

Through its Power of Attorney holder)

MR. SACHIN J. SHAH)

in the presence of ....)

1. [signature]

2. D M Dedhia

[signature]

THE SEAL OF THE SUB-REGISTRAR BORIVALI No. 6 MUMBAI SUBURBAN DIST. (BANDRA)