

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**this Agreement**”) made and entered into at Mumbai this _____ day of _____ 2026 BETWEEN: -

I. VISHWA KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED, a society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. BOM/WGN/HSG (TC) 4874 of 1989-90 dated 10.05.1990, having its registered address at Plot No. 892, Shankar Ghanekar Marg, Gokhale Road (South), Dadar (West), Mumbai 400 028, hereinafter referred to as the “**Society**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and all its members and persons claiming through its members) of the **FIRST PART, AND**

II. M/S. MAYFAIR HOUSING, a partnership firm registered under the provisions of Indian Partnership Act, 1932 with the Registrar of Firms, Mumbai (Maharashtra) under No. BA – 104751; and having its registered address at 1, Mayfair Meridian, Near St. Blaise Church, Caesar Road, Andheri (West), Mumbai 400 058, hereinafter referred to as the “**Developer**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the partner/s for the time being or from time to time constituting the firm, their survivors and the heirs, executors, administrators and assigns of the last surviving partner) of the **OTHER PART.**

- Herein, where required, the Society and the Developer are individually referred to as the “**Party**” and collectively referred to as “**Parties**”.

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Initials of the Parties

<p><i>For Vishwa Kutir Co-operative Housing Society Limited</i></p>    Chairman Secretary M.C. Member		<p><i>For M/s. Mayfair Housing</i></p>  Auth. Signatory/Partner
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(Handwritten notes and signatures in blue ink on the left margin)

WHEREAS:

- A. The subject matter of this Agreement is the redevelopment of the freehold plot of land of the Society bearing Final Plot No. 892 of Town Planning Scheme Mahim No. IV of Mahim Division, Cadastral Survey No. 1261 of Lower Parel Division, admeasuring 1,672.54 square meters, situated at Shankar Ghanekar Marg, Dadar (West), Mumbai 400 028 (hereinafter referred to as the "**Plot**"), with the building named, "Vishwa Kutir" comprising of a ground floor, three upper floors and part of the fourth floor (hereinafter referred to as the "**Old Building**") and ancillary structures such as common toilets, pump-room;
- B. Annexed hereto and marked "**Annexure-A**" is a plan on which the Plot is shown edged in a red-coloured line and the Old Building and the ancillary structures thereon is shown shaded blue. Annexed hereto and marked "**Annexure-B/1**" and "**Annexure- B/2**" are copies of the Survey Register and City Survey Plan in respect of the Plot.
- C. Herein, where required, the Plot with the Old Building and the ancillary structures thereon are collectively referred to as the "**Property**". The Property is more particularly described in the **Schedule** hereto.
- D. The Society has represented that its title to the Plot has devolved as follows-
- D.1. The Society derives title to the Property from a Deed of Conveyance (Unilateral Deemed Conveyance) dated 24th July 2014 executed in its favour by Chandrakant V. Tikule, Competent Authority, as per the powers conferred upon him under section 5A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 on account of the vendors, confirming parties, developer and promoters stated therein, which is registered at the Office of the Sub-Registrar of Assurances at Mumbai City-2 under Serial No. BBE-2/6650/2014 dated 12th August, 2014;
- D.2. The Society is the absolute owner of the Plot, the Old Building and the ancillary structures standing thereon, free from all encumbrances and third-party claims.
- E. The Society has represented to the Developer that its membership currently comprises of 42 (forty-two) members. Hereinafter, the 42 (forty-two) members of the Society are collectively referred to as the "**Members**", and such expression shall mean and include all joint members (but exclude associate and nominal members), the respective heirs, executors, administrators, successors and permitted assigns of the Members, and all persons claiming through or under any of the Members.
- F. The Members hold shares of the Society, either as owners thereof or as nominees/ heirs of deceased members, or as holders as per Section 154B-4 read with section 154B-13 of the Maharashtra Cooperative Societies Act 1960). As regards the premises in the Old Building, the Society has represented that there are the following premises therein-
- F.1. 12 (twelve) commercial units on the ground floor of the Old Building, which are owned/ held by 8 (eight) Members (hereinafter referred to as the "**Members' Old Shops**");
- F.2. 37 (thirty seven) residential flats in the Old Building of which (a) 34 (thirty-four) flats are owned/ held by 32 (thirty-two) Members and are used for residential purposes (hereinafter referred to as the "**Members' Old Flats**"), and (b) 3 (three) of the flats are owned/ held by 2 (two) Members and are used as offices (hereinafter referred to as the "**Members' Old Offices**").

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For Vishwa Kutir Co-operative Housing Society Limited			For M/s. Mayfair Housing
			
Chairman	Secretary	M.C. Member	Auth. Signatory/Partner

- Herein, where required, the Members' Old Shops, Members' Old Flats and Members' Old Offices, are collectively referred to as the "**Members' Old Premises**".

- F.3. The Society has provided the names of the Members, the details of their shares held in the Society, and the details of the Members' Old Premises (including the carpet areas as per Assessment records and prorata built-up area as per the approved plans thereof), and such details are mentioned in "**Annexure – G and H**" annexed hereto.
- G. The Society represents that, save as recorded in this Agreement, the Members' Old Premises owned/ held by the concerned Members are free from all encumbrances. The Society shall obtain from each of the Members a Declaration-cum-Consent, declaring *inter alia* that he/ she/ they is/ are the owner/s/ allottees of their respective Members' Old Premises and corresponding shares, and consenting to the terms of the redevelopment by the Developer;
- H. The Old Building is over 36 years old and the Society opined that considering the age and condition of the Old Building, the Society should consider a redevelopment of the Property so that the Members could get new and larger premises. The Society or its Members however do not have the requisite expertise to carry out a redevelopment of the Property.
- I. The Society, accordingly, decided to re-develop the Property through professional developers, whereby certain FSI would be reserved for the Members which would be utilized to provide new and larger premises for the Members in a multi-storied building with modern amenities, besides which Members would be paid a compensation. In lieu thereof, the appointed developers would be entitled to utilize the balance of the agreed development potential to construct and sell the premises (besides those earmarked for the Members) and appropriate the proceeds to themselves.
- J. Under the provisions of the Development Control & Promotion Regulations - 2034 For Greater Mumbai ("**D.C.P. Regulations**"), in the event of the Society undertaking a redevelopment of the Property, it would be entitled to utilize the primary Floor Space Index ("**FSI**") of the land under various provisions of the D.C.P. Regulations and FSI under various provisions thereof including by way of premium paid FSI ("**Premium FSI**"), by way of Transferable Development Rights ("**TDR**" or "**TDR/FSI**"), compensatory/ Fungible FSI ("**Fungible FSI**"), incentive FSI, etc., as well as FSI in lieu of stairways, lobbies, elevator shafts, etc.
- K. The Society has represented that it has carried out the following procedure for redevelopment of the Property-
- K.1. At its Special General Body Meeting (hereinafter referred to as "**SGBM**") held on 21st August, 2022, the Society decided to undertake the redevelopment of the Property; at this meeting, the General Body appointed M/s. M.K. Rao & Associates as the Project Management Consultant (PMC) of the Society on the basis of the scope of work agreed to with the PMC. The PMC drew up a feasibility report as well as a tender;
- K.2. A public notice inviting bids for the Society's Redevelopment was published in the newspapers on 1st December, 2022 and 10th January, 2023. In response thereto, the Society received sealed bids from four interested developers (which included the Developer herein), which were opened at the Society's Managing Committee meeting held on 5th February, 2023. As decided at this meeting, the bids were handed over to

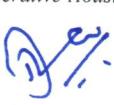
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<p>For Vishwa Kutir Co-operative Housing Society Limited</p> <div style="display: flex; justify-content: space-around; align-items: center;">    </div> <p style="display: flex; justify-content: space-around; font-size: small;"> Chairman Secretary M.C. Member </p>	<p>For M/s. Mayfair Housing</p> <div style="text-align: center; margin-top: 20px;">  </div> <p style="text-align: center; font-size: small;">Auth. Signatory/Partner</p>
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the PMC to prepare a comparative chart of the terms offered by the interested developers, which would be presented to the General Body;

- K.3. At its SGBM held on 26th March, 2023, Nikhil Kochare (the Authorized Officer appointed by the Deputy Registrar of Co-operative Societies) was present along with the representatives of the two out of the four interested developers; The comparative chart prepared by the PMC was presented to the members of the Society and the four interested developers were requested to revise their offers.
- K.4. At the SGBM held on 14th May, 2023 (in the presence of Nikhil Kochare-Authorized Officer), the Developers herein were selected and appointed as the developer to undertake the redevelopment of the Society
- K.5. The Deputy Registrar of Co-operative Societies, by his letter dated 24th May, 2023 confirmed the appointment of the Developer to carry out its redevelopment project, a copy of which is annexed hereto and marked and marked **“Annexure-C”**.
- L. The Society issued a letter dated 25th May, 2023 to the Developer recording, inter alia, the selection and appointment of the Developer to undertake the redevelopment project of the Property.
- M. Since then, the detailed terms and conditions of the Redevelopment Project were deliberated upon. The agreed terms of redevelopment were *inter alia* decided on the basis that (i) the Members’ New Flats, Members’ New Offices and Members’ New Shops (*all defined below*) would be the built-up areas of the Members’ Old Premises (as provided by the Society in Annexure-H hereto) plus the free-of-costs 35% Fungible FSI thereon granted by the Authorities, while (ii) the Hardship Compensation, Rental Compensation Flats, and Temporary Accommodation Expenses (*all defined below*) would be calculated and paid on the basis of the carpet areas of the Members’ Old Premises (as provided by the Society in Annexure-G hereto).
- N. Since May 2023 till around November 2025, the Developer along with the Society obtained permissions from various authorities, including requisite approval from MMRDA since an underground Metro line passes under the vicinity of the said Property. During such time, the parties also negotiated the terms of this Agreement (embodying all the final terms for Redevelopment agreed upon between the Society and the Developer), the Power of Attorney for purposes of redevelopment to be executed in favour of the Developer by the Society, Declarations of individual Members and the Society’s Declaration. The same were drafted and settled over several meetings between the Society and the Developer and their respective Advocates.
- O. The final drafts of the documents to be executed for the Redevelopment Project were deliberated on, accepted and approved for execution at the Society’s SGBM held on 14th December 2025, whereat three of the Managing Committee members of the Society were authorized to execute the documents on behalf of the Society;
- P. Annexed hereto and collectively marked **“Annexure-D”** are extracts of the relevant resolutions pertaining to the Redevelopment Project passed at the meetings of the Society.
- Q. The Developer states that:
- Q.1. the Developers have visited the said Property site envisaged for redevelopment and are

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aware of the present site condition and the fact that a Metro line goes below the Plot;

- Q.2. the Developers have also taken all required prior inspection of the relevant record available with the Society and elsewhere and satisfied themselves fully that the site is capable of and suitable for the purpose of redevelopment;
- Q.3. The Developer along with the Society have obtained certain necessary permissions before the execution of this Agreement from the concerned authorities, departments, etc., in the name of the Society;
- Q.4. The Developer further undertakes to secure all future permissions as may be necessary during and after the execution of this Agreement for the purposes hereof, from the concerned authorities, departments, etc. and the Society shall not be liable for the same;

R. The Parties hereto are accordingly executing this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. **RECITALS FORM AN OPERATIVE PART OF THIS AGREEMENT-** The recitals of, and schedules and annexures to this Agreement are treated as forming an operative part of this Agreement and the same shall be read and construed accordingly.

2. **DEFINITIONS & INTERPRETATION-**

2.1. **Definitions-** Besides the capitalized terms that have been defined elsewhere in this Agreement, and which shall have the meanings respectively ascribed thereto in such definitions, in this Agreement (including the recitals above and the Schedules hereto), the following words and expressions, shall have the meanings set opposite them except where the context otherwise requires -

a. **“this Agreement”** shall mean this Development Agreement with all schedules and annexures and all instruments supplemental to or in amendment or confirmation of this Agreement entered into in writing including any writings signed contemporaneously with this Agreement.

b. **“Appointed Date”** shall mean the date on which all of the Members’ Old Premises and the entire Old Building and ancillary structures duly vacated are handed over to the Developer and the vacant possession of the entire Property has been handed over to the Developer for the purpose of redevelopment.

c. **“Authorities”** shall mean any government or semi-government body, entity, department, board, commission, or authority exercising executive, legislative, judicial, regulatory or administrative functions including the Brihanmumbai Municipal Corporation, Metro,

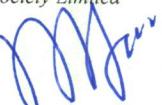
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MMRDA, SRA, Collector, City Survey Authorities, Land Records authorities, Land Revenue Authorities.

- d. **“BMC”** shall mean the Brihanmumbai Municipal Corporation.
- e. **“Carpet Area”** Notwithstanding the definition of ‘carpet area’ under any prevailing statute, in relation to the Members’ New Premises shall mean measurable carpet area within the Members’ New Premises (i) measured after brick/block work with plaster but before finishing (if brick/ block work is planned by the Developer), or (ii) measured after casting of walls using pre-fabricated form-work system (such as MIVAN or other technology as decided by the Developer), without plaster but before finishing, (a) excluding areas covered under external walls, elevational features and areas not included in FSI, (b) including areas for which Fungible FSI/incentive FSI/ any categories of FSI as per D.C.P. Regulations have been utilised, and (c) including areas covered by internal walls, balconies/decks/ sit-outs, door jambs, sliding-door jambs, column projections, ledge walls for plumbing & electrical purposes.
- f. **“Common Amenities” “Specifications”** shall mean the common amenities and specifications to be provided in the New Building which are listed in **“Annexure-J”, ‘Part-4’** hereto.
- g. **“Defects Liability Period”** means a period of sixty months from the date of full Occupation Certificate being issued by the concerned Authority in respect of the New Building.
- h. **D.C.P. Regulations** shall mean the Development Control and Promotion Regulations– 2034 for Greater Mumbai, as amended from time to time and other applicable acts, rules and regulations
- i. **“Development Potential”** shall mean (i) the entire FSI that is available presently under Regulation 33(7)(B) along with Regulation 33/12(A) of D.C.P. Regulations 2034 for utilizing and consuming on the Plot (whether on the area shown on the Property Register Card or as per physical measurement, as the Developer decides),

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being the primary FSI of the Plot, TDR/FSI, Fungible FSI, Premium paid FSI, compensatory FSI, incentive FSI, etc., not exceeding 7,520 square metres, plus (ii) FSI/area towards staircase, elevator shafts, lobby areas or areas that is or may become available free of FSI under the D.C.P. Regulations either free of cost or on payment of premium etc., plus (iii) FSI available with/ without premium under the D.C.P. Regulations 2034, plus (iv) FSI generated on account of hand over of road set-back area, if any.

- j. **“Developer’s FSI”** shall have the meaning ascribed to it in Clause 3.4 of this Agreement.
- k. **“Developer’s Commercial Units”** shall mean all commercial units (with or without exclusive rights to Private Terraces) besides the Members’ New Shops/ Members’ New Offices in the New Building, which the Developer shall have full rights to deal with at its discretion including rights to sell the same under the provisions of RERA/ MOFA/ applicable law, grant license or otherwise deal with as provided in this Agreement.
- l. **“Developer’s Flats”** shall mean all flats (with or without exclusive rights to Private Terraces) excluding the Members’ New Flats in the New Building, which the Developer shall have full rights to deal with at its discretion including rights to sell the same under the provisions of RERA/ MOFA/ applicable law, grant license or otherwise deal with as provided in this Agreement;
- m. **“Developer’s Car-Parking Spaces”** shall mean all car-parking spaces in the Project excluding the Members’ New Car-Parking Spaces, and over which the Developer shall have full rights to allocate the same amongst the Developer’s Flats / Developer’s Commercial Units and/or allot the same to the purchasers/ allottees of the Developer’s Flats/ Developer’s Commercial Units in accordance with this Agreement.
- n. **“Developer’s Premises”** shall mean, collectively, the Developer’s Flats, Developer’s Commercial Units and the Developer’s Car-Parking Spaces.

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- o. **“Developer’s Residential Completion Obligations”** shall mean the tasks listed under Clause 15.2.2. hereof which the Developer will complete before issuing the ‘Notice-To-Occupy Residential Flats’ (*defined below*) to the Society offering possession of the Members’ New Flats as per the terms of this Agreement.
- p. **“Developer’s Commercial Completion Obligations”** shall mean the tasks listed under Clause 15.1.2. hereof which the Developer will complete before issuing the ‘Notice-To-Occupy Commercial Premises’ (*defined below*) to the Society offering possession of the Members’ New Shops/ Members’ New Office as per the terms of this Agreement.
- q. **“Developer’s Completion Obligations”** shall collectively mean the Developer’s Residential Completion Obligations and Developer’s Commercial Completion Obligations;
- r. **“Displacement Compensation”** shall mean the Rental Compensation (being the collective of Rental Compensation towards Members’ Old Flats, the Rental Compensation towards Members’ Old Shops and the Rental Compensation towards Members’ Old Office), the Temporary Accommodation Expenses, and the Packing & Moving Compensation agreed to be paid by the Developer.
- s. **“FSI / Floor Space Index”** shall mean base, inherent, incentive, fungible, protected or additional FSI by payment of premium, or otherwise, and the TDR, or any potential of the Plot by whatever term it may be called in future, in accordance with the DCPR and other applicable laws.
- t. **“Hardship Compensation”** shall mean the consideration agreed to be paid by the Developer for the hardship that the Members (including joint members and their family members) will have to endure including on account of shifting out of the Members’ Old Premises to facilitate the Redevelopment of the Property, and shifting back into the Members’ New Flats/ Members’ New Shops/ Members’ New Offices as per this Agreement.
- u. **“Packing & Moving Compensation”** shall mean the one-time lumpsum compensation agreed to be paid by the Developer to each of the

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- Members towards expenses that the Members may incur towards packing & moving/ transportation expenses;
- v. **“Occupation Certificate”** shall mean the certificate issued by the concerned Authority granting permission to occupy the New Building or parts thereof to the extent stated in such certificate.
- w. **“Rental Compensation”** shall mean the compensation agreed to be paid by the Developer during the demolition of the Old Building and the construction of the New Building(s) in order to ensure Members make their arrangements for temporary accommodation elsewhere for the entire period upto the end of the Notice-to-Occupy that will be issued by the Developer.
- x. **“Temporary Accommodation Expenses”** shall mean the one-time lumpsum compensation agreed to be paid by the Developer to each of the Members towards meeting all expenses that the concerned Members may have to incur in respect of temporary accommodation including stamp duty, registration expenses, brokerage/ realtor fees, etc.
- y. **“Members’ Internal Amenities”** shall mean the amenities agreed to be provided by the Developer (i) in the Members’ New Flats, all of which are listed in **“Annexure-J”, ‘Part-1’** hereto, (ii) in the Members’ New Shops, all of which are listed in **“Annexure-J”, ‘Part-2’** hereto and (iii) in the Members’ New Offices, all of which are listed in **“Annexure-J”, ‘Part-3’** hereto.
- z. **“Members’ Old Flats”** shall mean the 34 residential flats owned/held by the 32 Members in the Old Building and used for residential purpose;
- aa. **“Members’ Old Offices”** shall mean the 3 flats in the Old Building owned/held by 2 of the Members and used as offices;
- bb. **“Members’ Old Shops”** shall mean the 12 commercial units on the ground floor of the Old Building owned/held by the 8 Members;
- cc. **“Members’ Old Premises”** shall mean, collectively, the Members’ Old Flats, the Members’ Old Offices and the Members’ Old Shops. The Members’ Old Premises are detailed in

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the **“Annexure – G and H”** hereto.

- dd. **“Members’ New Flats”** shall mean the 34 (thirty-four) residential flats to be constructed for the Members in the New Building, in lieu of the Members’ Old Flats (as detailed in Clause 8 and in **“Annexure-H”** to this Agreement) which shall belong to the respective Members on ownership basis;
- ee. **“Members’ New Offices”** shall mean the 3 (three) offices to be constructed for the Members in the New Building, in lieu of the Members’ Old Offices (as detailed in Clause 8 and in **“Annexure-H”** to this Agreement) which shall belong to the respective Members on ownership basis.
- ff. **“Members’ New Shops”** shall mean the 12(twelve) commercial units to be constructed for the Members in the New Building, in lieu of the Members’ Old Shops (as detailed in Clause 8 and in **“Annexure-H”** to this Agreement) which shall belong to the respective Members on ownership basis.
- gg. **“Members’ New Car-Parking Spaces”** shall have the meaning ascribed to it in Clause 8.12. of this Agreement.
- hh. **“Members’ New Premises”** shall mean, collectively, the Members’ New Flats, Members’ New Shops, the Members’ New Offices and the Members’ New Car-Parking Spaces.
- ii. **“New Building”** shall mean the building that the Developer shall construct on the Plot after demolishing the Old Building and the ancillary structures, by utilizing the Development Potential of the Plot, and which shall contain inter alia the Members’ New Premises and the Developer’s Premises.
- jj. **“Notice-To-Occupy Commercial Premises”** shall mean, in respect of the Members’ New Shops and the Members’ New Offices, the written notice to be issued by the Developer to the Society (after the Developer’s Commercial Completion Obligations as per Clause 15.1.2 have been complied with) calling upon the concerned Members to take possession of the Members’ New Shops and the Members’ New Offices within 15 (fifteen) days of receipt of this notice;

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kk. **“Notice-To-Occupy Residential Flats”**

shall mean, in respect of the Members’ New Flats, the written notice to be issued by the Developer to the Society (after the Developer’s Residential Completion Obligations as per Clause 15.2.2 have been complied with) calling upon the concerned Members to take possession of the Members’ New Flats within 15 (fifteen) days of receipt of this notice.

ll. **Notice-To-Vacate**

shall mean 30 (thirty) days written notice issued by the Developer to the Society on the execution and registration of this Agreement, calling for the Members’ Old Premises/ Old Building & ancillary structures and the entire Property to be vacated and handed over to the Developer by the Specified Date (defined hereinbelow).

mn **“Redevelopment” or “Project” or “Redevelopment Project”**

shall mean the redevelopment of the Property by utilizing the entire Development Potential which will entail the demolition of the Old Building and ancillary structures standing on the Plot, and the construction of a New Building thereon. For the redevelopment, the Developer is entitled to utilize the entire FSI and Development Potential of the Plot.

nn. **“RERA” “MOFA”**

“RERA” shall mean the Real Estate (Regulation and Development Act) 2016, and any statutory modification or amendment or thereof and all rules thereunder including rules passed by the Maharashtra Real Estate Regulatory Authority, and including all notifications/ orders/ circulars passed and any statutory modification or amendment thereof;

“MOFA” shall mean the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963, and any statutory modification or amendment thereof.

oo. **“Society’s PMC”**

shall mean the Project Management Consultant appointed by the Society to guide the Society through the Project.

pp. **“Society’s Retained FSI”**

shall have the meaning ascribed to it in Clause 3.4 of this Agreement.

qq. **“Specified Date”**

shall mean the date mentioned by the Developer in the Notice-to-Vacate, by which date all of the

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Members' Old Premises/ Old Building and the entire Property, duly vacated, should be handed over to the Developer for the purposes of Redevelopment. Such date shall be 30 (thirty) days from the date of the Notice-to-Vacate.

2.2. Interpretation. In this Agreement, unless the context otherwise requires-

- 2.2.1. the terms 'hereof', 'herein', 'hereto', 'hereunder' or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular Clause or Recital hereof.
- 2.2.2. The use of words herein in the singular or plural, or with a particular gender unless the context otherwise permits shall not limit the scope or exclude the application of any provisions hereof to such person or persons or circumstances. Words denoting persons shall include an individual, a body corporate, association or partnership firm or any other legal entity;
- 2.2.3. Any grammatical form of a defined term herein shall have the same meaning as that of such term;
- 2.2.4. a reference to recitals, clauses, schedules and annexures shall be reference to the recitals, clauses, schedules and annexures contained in, or annexed to this Agreement (as the case may be);
- 2.2.5. references to the word "include" or "including" are deemed to be followed by the words "without limitation";
- 2.2.6. All annexes/ schedules appended to this Agreement or executed pursuant to this Agreement form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and references to this Agreement include the annexures/ schedules.
- 2.2.7. time is of essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence. When any number of days is prescribed herein, the same shall be reckoned exclusively of the first and inclusive of the last day unless the last day falls on a public holiday, in which case that act shall be deemed to have been duly performed if it is performed on the working day immediately succeeding the last holiday.
- 2.2.8. all approvals and/or consents to be granted by the parties or any other person (including any statutory or regulatory authority) under this Agreement shall be deemed to mean approvals and/or consents in writing;
- 2.2.9. any reference to an individual includes such person's estate and personal representatives;
- 2.2.10. if any ambiguity or question of intent or interpretation arises in relation to this Agreement, no presumption or burden of proof will arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement;

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2.2.11. If there is any conflict or inconsistency between a term in the body of this Agreement and a term in any of the Schedules of the Agreement or any other document referred to or otherwise incorporated in this Agreement, the term in the body of this Agreement shall take precedence.

2.2.12. Any obligation on a party not to do anything shall include an obligation not knowingly to cause or allow that thing to be done;

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

3. GRANT OF DEVELOPMENT RIGHTS-

3.1. The Society hereby grants to the Developer and the Developer hereby accepts the exclusive and irrevocable rights and entitlements, free from all encumbrances, claims and demands in respect of the Redevelopment of the Property, subject to the terms contained in this Agreement.

3.2. In consideration of the grant of Redevelopment rights in respect of the Property to the Developer, the Developer shall utilize the Society's Retained FSI and construct the Members' New Premises with the Members' Internal Amenities and provide the Members' New Car-Parking Spaces for the Members and pay the various amounts as agreed with the Society and detailed in this Agreement.

3.3. The Developer shall carry out the Redevelopment on the basis that the area of the Plot is not less than 1672.54 square meters, and the Society shall extend all support and co-operation in respect thereof including executing all documents, agreements, writings, required by the Developer for the Project and as per the terms hereof.

3.4. As agreed between the Parties, in lieu of the Members' Old Premises, the Members are being provided with the Members' New Flats, Members' New Offices and Members' New Shops as the case may be, the areas whereof shall be the existing built-up areas aggregating to 2302.96 square metres (provided by the Society in Annexure-H hereto) plus the 35% free-of-cost Fungible FSI thereon. The Developer accordingly applied to the Authorities and obtained approval of an aggregate of 3,109 square metres built-up area (namely, the existing built-up area of 2302.96 square metres plus its free-of-cost fungible FSI of 35% i.e. 806.04 square metres built-up area) (being the "**Society's Retained FSI**"). The Society, in turn, worked out the equivalent Carpet Area of the Members' New Flats, Members' New Offices and Members' New Shops and have provided the same to the Developer (which is also included in Annexure-H hereto, provided by the Society). The Society hereby entrusts upon the Developer the obligation of utilizing the Society's Retained FSI in the construction of the Members' New Premises on the terms hereof. The balance of the Development Potential belongs absolutely to the Developer and the Developer shall be entitled to utilize and deal with the same in accordance with this Agreement (herein referred to as the "**Developer's FSI**").

3.5. The Developer accordingly applied for and, before the execution hereof, obtained various permissions/ sanctions from the Authorities for the Project including the

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IOD at the Developer's costs, as agreed by the Parties. The Developer accordingly has been granted and, from the date of this Agreement, has the absolute right to carry out the Redevelopment Project on the terms mentioned herein including the right to enter upon the Property and to bring contractors, workmen and such other staff and employees on the Property for the purpose of carrying out the Redevelopment Project.

- 3.6. During redevelopment and after completion of the Project, the Developer shall have the continuing, absolute and unfettered rights to the Developer's Flats, Developer's Commercial Units and the Developer's Car-Parking Spaces (except the Security Premises in the manner/ to the extent set out hereinafter) including rights of carrying out interior & finishing works thereto (either themselves or by the purchasers thereof) and rights of marketing and sales thereof as well as market and sales for the Developer's/ its group companies' projects. It is an intrinsic part of this Agreement that notwithstanding anything contained herein, on completion of the Project, (i) the Developer shall always have full and free access to enter upon, and shall always be, and be deemed to be, in the possession of all of the Developer's Flats, Developer's Commercial Units and all of the Developer's Car-Parking Spaces, until such time as the possession thereof has been delivered by Developer to the respective purchasers or allottees thereof or any persons nominated by the Developer, & (ii) the Developer shall have full and free access to enter upon Plot and New Building, to showcase the same to prospective purchasers/ potential land-owners of other projects in future after obtaining full Occupation Certificate thereof, and the aforesaid rights shall survive the completion of the Project. It is clarified that: -
- 3.6.1. The title to the Plot is not transferred and is not intended to be transferred to the Developer under this Agreement.
- 3.6.2. Title to the Plot is being retained by the Society and will continue to vest in the Society (but subject to the continuing and unfettered rights of the Developer to the Developer's Premises as per this Agreement).
- 3.7. The Developer shall not amalgamate the Plot with any adjoining land and carry out a joint development without the Society's prior written consent.

4. MAXIMUM AREA TO BE DEVELOPED-

- 4.1. For the Redevelopment of the Property, the Developer is fully and freely entitled and at liberty to utilize the entire Development Potential in terms of this Agreement including FSI available for set-back area as per Circular No. CHE/2703/DP/Gen. dated 13th May, 2022 issued by Municipal Corporation of Greater Mumbai.
- 4.2. If additional FSI beyond the Development Potential should become available for utilization on the Plot, before issuance of the Occupation Certificate, then the same shall belong equally to the Developer and the Society. In such an event, the Developer and the Society shall mutually agree upon the utilization of the same and if agreed, such terms shall be recorded in a supplemental agreement. If no such agreement is reached, the Society shall be entitled to deal with its share after the Defects' Liability Period.

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4.3. If additional FSI beyond the Development Potential should become available for utilization on the Plot, post issuance of the full Occupation Certificate, the same shall belong solely to the Society, however, the Society shall be entitled to deal with the same after the Defects' Liability Period.

5. **REPRESENTATIONS OF THE SOCIETY.** The Society hereby represents, warrants, covenants, agrees and undertakes (as the case may be) as follows:

5.1. **As Regards the Property-**

- 5.1.1. That the Plot is bounded by proper boundary walls and a gate and that there is no dispute with any of the adjoining properties as to boundaries or areas or encroachments and that the area of the Plot is as stated in the Schedule hereto;
- 5.1.2. There is no order or direction of any court or any other authority that causes restriction to the demolition of the Old Building/ ancillary structures or construction on/ development of the Plot;
- 5.1.3. The Society has not received any notice for acquisition, requisition or reservation of the Property or any part or portion thereof, nor is the Property or any part thereof included in any intended or published scheme of improvement of the Municipality or other public body or authority;
- 5.1.4. There is no outstanding encumbrance, mortgage, charge, lien, notices for acquisitions, easement rights or outstanding interest, lien or claim by any person in respect of the Property nor is the same the subject matter of any pending litigation or attachment either before or after judgment;
- 5.1.5. Neither the Society nor the Members have dealt with the Property, and/or the FSI, TDR, or development potential of the Property, or entered into any agreement or arrangement for grant of development or redevelopment rights in respect thereof to any third parties, or contracted to create any right, title or interest in respect of the Property, nor have they done or committed to do any acts, deeds, things or matters whereby or by means whereof their right, title or interest in respect of the Property is or can be adversely affected and/or seriously prejudiced;
- 5.1.6. The Society is in possession and control of the documents pertaining to the Plot and the Old Building as listed in the **"Annexure-E"** to this Agreement and that no title document has been deposited with any third-party as and by way of security for grant of any loans or credit facilities, and/or as and by way of mortgage, or otherwise howsoever;
- 5.1.7. That all taxes, outgoings, duties and dues including without limitation, N.A. taxes, assessment bills, water bills, electricity bills have been paid and that no notice has been served on the Society for recovery of any taxes, duties or dues;
- 5.1.8. That the Plot is of freehold tenure and that the title to the Property is clear and marketable and free from all encumbrances;
- 5.1.9. That the responsibility to maintain the Old Building and ensure the safety,

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security and structural integrity thereof till the Appointed Date is solely that of the Society.

5.2. **As regards the Society-**

- 5.2.1. The Managing Committee is a validly elected committee and have complied with all provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules 1961, and the bye-laws of the Society so as to validly continue as managing committee;
- 5.2.2. The Society has complied with and shall always comply with all the provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules 1961, and the bye-laws of the Society and that the Society has not done/ will not do any act which is in contravention to the provisions of the Maharashtra Co-operative Societies Act 1960, the Maharashtra Co-operative Societies Rules 1961, and/or the bye-laws of the Society and/ or which would put this Agreement in jeopardy;
- 5.2.3. That the Society is fully competent and has absolute right to enter into this transaction with the Developer;
- 5.2.4. The Society shall extend (and shall endeavour to ensure that the Members extend) their co-operation to the Developer and shall furnish copies of their title documents if required by the Developers for the Redevelopment purposes;
- 5.2.5. The Society and the members have fully and completely understood, approved and accepted the scheme of Redevelopment of the Property, and all the terms and provisions of this Agreement and all related writings, and consequently, neither the Society nor the Members shall under any circumstances require the Developer to pay/provide any additional or other consideration, benefits, payments, etc., other than as specifically recorded in this Agreement.

5.3. **As regards the Members-**

- 5.3.1. The Society has provided details of the Members, the details of their shares held in the Society, and the details of the Members' Old Premises and the same is annexed hereto and marked "**Annexure-G**". The Society confirms that the members detailed in Annexure-G hereto are the only members of the Society and they are the only persons entitled to the Members' Old Premises;
- 5.3.2. The Members have paid all their dues including maintenance and repair bills, outgoings, and duties of and relating to or proportionate to the respective Members' Old Premises upto date and shall continue to pay the same for the entire period upto the Appointed Date;
- 5.3.3. All Members are resident Indians as defined by the Income Tax Act 1961 save and except for those Members who are NRIs, and whose details are mentioned in "**Annexure-F**", '**Part 1**' hereto);

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- 5.3.4. Save and except for some of the Members' Old Premises that have been given by the members thereof on leave-and-license basis for residential purposes (details whereof are mentioned in "Annexure-F", 'Part-2' hereto) all other Members' Old Premises are in the occupation of the respective members and their immediate family members. In respect of those of the Members' Old Premises given on license basis, the concerned members shall not renew the licenses and shall ensure that such premises shall be vacated by the licensee within 15 (fifteen) days of the Notice-To-Vacate. No leave and license agreements of any of the Members' Old Premises shall be executed hereafter;
- 5.3.5. Save and except for some of the Members' Old Premises that have been mortgaged (details whereof are mentioned in "Annexure-F", 'Part-3' hereto), none of the other Members' Old Premises are mortgaged or loans taken or premises offered as security or encumbrances/ third party rights created (whether by way of registered or unregistered documents). From the date hereof, none of the Members shall mortgage any of the Members' Old Premises or create any third-party rights in respect thereof without the prior written consent of the Developer;
- 5.3.6. If any Member has been admitted as nominee or heir of a deceased member (or, hereafter, if the Society admits any person as member on the basis of nomination made in such person's name by a Member who expires, or on the basis of succession), he/ she/ they holds/ shall hold/ shall be deemed to hold the old premises in the Old Building, his/her/ their Shares, and the new premises in the New Building for and on behalf of all heirs/claimants of the deceased member, and it shall be the responsibility of such person so admitted as member to deal with the other heirs/ claimants and also generally with regard to the title to the shares/ old premises/ new premises. As agreed, the Members shall indemnify and keep indemnified the Developer against any claims from any third-party or authorities in respect of the Members' Old Flats/ Members' New Premises, whenever they may arise in future.
- 5.3.7. In the event any third party has put or hereafter puts any claim in respect of any of the Members' Old Premises or obstructs the development work, the concerned Member shall deal with and clear such claims/ obstruction at his/ her own costs and expeditiously so as to not cause any delay in the Redevelopment work, and shall be responsible for the costs and consequences of the delay;
- 5.3.8. None of the Members' Old Premises are attached either before or after judgment or at the instance of any court or taxation authority or any other statutory authorities and none of the Members have given any undertaking to any taxation authorities so as to not deal with or dispose of his/her right, title and interest in his/her flat/ premises;
- 5.3.9. None of the Members are restrained under any provisions of law including the Income-Tax Act 1961 from selling or transferring or dealing with any of the Members' Old Premises or their corresponding shares held in the Society;

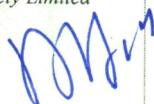
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- 5.3.10. No petition or proceedings for insolvency/ bankruptcy/ winding-up has been filed or initiated before any court of law or other competent authority against any Member by any creditors or any other person or persons;
- 5.3.11. None of the Members have entered into any agreement or arrangement with any other person or persons for sale, transfer or assignment of any of the Members' Old Premises and none of the Members have accepted any token deposit, earnest money or any other consideration/ amount from any person or persons towards the Members' Old Premises/ shares;
- 5.3.12. No persons (other than the respective Members, and other than the licensees of licensed premises or mortgagees of mortgaged/ charged premises as listed in Annexure 'F' hereto) have any claim, right, title or interest of any nature whatsoever in or to any of the Members' Old Premises, including by way of sale, exchange, lease, sub-lease, mortgage (equitable or otherwise), gift, trust, inheritance, succession (subject to Clause 5.3.6 hereof), bequest, tenancy, lien, or otherwise howsoever, and that the Members are the absolute legal and beneficial owners of the respective Members Old Premises have a clear and marketable title to the same, free from all encumbrances and that the Members have absolute and unfettered powers to deal with their respective premises. The Members agree to indemnify and keep indemnified the Developer against any claims from any third-party or authorities in respect of the Members' Old Premises, whenever they arise in the future;
- 5.4. The Members' New Flats, Members' New Offices and Members' New Shops have been worked out and agreed upon on the basis of the built-up areas of the Members' Old Premises (as provided by the Society in Annexure-H hereto) plus the free-of-costs 35% Fungible FSI thereon granted by the Authorities, while the Hardship Compensation, Rental Compensation Flats, and Temporary Accommodation Expenses have been agreed upon and calculated and shall be paid on the basis of the carpet areas of the Members' Old Premises (as provided by the Society in Annexure-G hereto). Accordingly, any claims by Members of differences in areas shall be dealt with by the Society alone, and the Developer shall not be responsible/ liable for the same. The Society acknowledges that the Authorities have approved the Members' New Flats, the Members' New Offices and the Members' New Shops aggregating to 3109 square metres built-up area (namely, the existing built-up area of 2302.96 square metres plus its free-of-cost fungible FSI of 35% i.e. 806.04 square metres built-up area). In respect of those Members who are being provided the three Members' New Office Offices in lieu of their Members' Old Offices, it is agreed that any premium/ charges are payable on any part of the 35% Fungible FSI in respect thereof (on account of using their premises for non-residential purposes), shall borne and paid by such Members who own/ are entitled to the Members' Old Offices; the Developer shall be entitled to adjust such premiums/ charges from the amounts payable by the Developer to such Members under this Agreement and the balance, if any, shall forthwith be paid by such Members to the Developer.
- 5.5. The Society agrees to cause all the Members to file their nominations with the Society. As agreed, in the event of the death of any member, the Developer is entitled to hand over the possession of the deceased member's new flat/ shop/ office and pay the agreed consideration/ amounts that were due to the deceased member to

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such nominee as will be indicated by the Society and without being liable in any manner whatsoever to any other heirs of such deceased member. In the case of any dispute, the affected Member agrees that the Developer is entitled to hand over the keys and the possession of such disputed flat/ shop/ office along with the cheque for balance payment pending to the nominee as directed by the Society, and the Developer shall not be responsible in any manner for such handover.

- 5.6. The Society shall endeavour to ensure compliance by individual Members of the terms hereof and, in particular, the vacating and handing over of the Members' Old Premises and the settlement of any third-party claims pertaining to the Members' Old Premises and the Members' New Premises.
- 5.7. The Members shall not commit any act whereby the rights of the Developer created herein may be prejudiced, and the Society is responsible to ensure the same;
- 5.8. During the construction of the New Building, no hindrance or obstruction will be caused by any member in carrying out the redevelopment of the Property by the Developer;
- 5.9. In view of the Developer incurring and agreeing to incur the substantial obligations and liabilities (financial and otherwise) set out herein, besides which the Society is being provided with rights to the Secured Premises as per this Agreement to ensure completion in case of default, this Agreement is non-terminable and shall not be cancelled or terminated by the Society - instead, the Society is entitled to enforce the Step-In Rights as per the terms of this Agreement.

6. **TITLE –**

- 6.1. The Society has further represented and guarantees that the title to the Plot is clear and marketable and free from all encumbrances, and shall, simultaneously with the execution of this Agreement, execute a declaration recording inter alia the representations, covenants and undertakings in this Agreement and that all of the representations, covenants and undertakings of the Society made in or pursuant to this Agreement shall remain true and correct as of the Appointed Date. The Society shall also, on the Appointed Date, issue a writing confirming that the representations, covenants and undertakings of the Society are true, correct and complete, in all material respects, as of the Appointed Date. The Society is aware that the Developer is relying on the representations made by the Society (for itself and on behalf of its Members) as contained in this Agreement and the declarations by the Members and the Society. The Developer shall nevertheless be entitled to investigate the title of the Society to the Property and the Members to their respective Members' Old Premises. The Society and its Members shall provide the necessary assistance to the Developer/ its Advocates for the same. It shall, at all times hereafter, be the responsibility of the Society to maintain clear title to the Property and the Members to their Members' Old Premises/ Members' New Premises, and any obstruction caused due to non-observance of the aforesaid obligation to maintain clear title shall accordingly entitle to the Developer to an extension of the time available to it to complete its obligations contained herein.
- 6.2. It is agreed that if, inspite of the due diligence and investigation of the title with respect to the Property by the Developer, at any time hereafter, any encumbrance/s

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<i>Chairman</i>		<i>Auth. Signatory/Partner</i>

arise and/or any claim/s or demand/s are received from any party in respect of the Property, it shall be the sole responsibility of the Society and the Members (or persons claiming through the current Members), at their costs, to have such encumbrance/s, claim/s and demand/s, and/or suits, actions, proceedings and disputes (as the case may be) settled, removed, or withdrawn, no later than 30 (thirty) days from the date that the same are notified or come to the knowledge of the Society and/or to the Developer, and in the event any injunction from any court or claims/encumbrances have the effect of obstructing the redevelopment work or impinging on the Developer's rights, then notwithstanding anything contained herein, the timelines for compliance/completion of the Developer's Residential Completion Obligations and Developer's Commercial Completion Obligations as per this Agreement shall stand extended to that extent, and shall be without prejudice to the Developer's rights.

7. THE NEW BUILDING-

- 7.1. **Composition of the New Building:** The ground floor (and basement, if provided) of the New Building will comprise of shops, retail/ commercial units which shall contain inter alia the Members' New Shops and parking spaces, the first floor will comprise inter alia of the Members' New Offices, the Developer's Commercial Units and parking spaces. The Developer has the discretion to construct the second floor which shall contain Developer's Commercial Units and parking spaces. There will be such car-parking floors above the commercial floors as may be decided by the Developer, and there will be residential floors above the car-parking floors (which shall contain the Members' New Flats at lower residential floors and the Developer's Flats above the Members' New Flats).
- 7.2. The design and planning of the New Building and the number of parking levels and the number of commercial floors above the ground floor will be decided by the Developer on the basis of the clearance of the height of the New Building by the Civil Aviation authorities and other concerned authorities and as per the Developer's planning/ design requirements. From the ground level, all floors including commercial floors, parking podiums, and residential floors will be counted from the ground floor upwards [i.e., the ground level containing the commercial units, lobby etc., will be the 'ground floor', (ii) the floor above the ground floor (whether containing Members' New Offices and / or Developer's Commercial Units and/or part car parking spaces) will be the 'first floor', (iii) the floor above the first floor (whether containing Members' New Offices and / or Developer's Commercial Units and/or part car parking spaces) will be the 'second floor', and so on moving upwards, upto the topmost floor containing the topmost Developer's Flats].
- 7.3. **Refuge Areas:** Refuge areas shall be provided as per the D.C.P. Regulations. The Developer or the Society do not have the right to and agree not to create any rights in favour of any allottees/ purchasers in respect of the refuge areas, and access to the same will not be restricted in any manner. The refuge areas shall be a common area belonging to the Society, and no premises-owner shall be entitled to the exclusive use thereof. The Society shall adhere to and shall ensure adherence of the provisions of the D.C.P. Regulations and regulations of the Fire Department and other authorities with regard to the refuge areas.

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7.4. Terraces-

7.4.1. The terrace above the topmost habitable floor of the New Building shall be a common area and facility for the benefit of the owners / occupants of all the premises in the New Building and the same will be located above the uppermost habitable floor (the “**Society’s Common Terrace**”). All other terraces or parts thereof in the New Building (which are abutting the Developer’s Flats/ Developer’s Commercial Units, whether included in FSI or free of FSI) shall belong to the Developer (the “**Private Terraces**”). It is hereby clearly understood and agreed that the Private Terraces are available to the Developer to attach to the Developer’s Flats and/or the Developer’s Commercial Units and/or to grant exclusive rights and user thereof to the purchasers/allottees of the Developer’s Flats or the Developer’s Commercial Units as the Developer shall decide at its discretion without any additional amount payable to the Society, and that the Society and/or the Members or any persons claiming through the Members shall not object to the same at any time. The Society and the Members irrevocably and unequivocally agree and covenant that the Private Terraces shall be married to and appurtenant to the Developer’s Flats or the Developer’s Commercial Units, as decided by the Developer, and such shop/office/ flat-purchasers/ allottees shall be exclusively entitled to use, enjoy and occupy such Private Terraces to the exclusion of any other shop/office/flat-holders in the New Building. Such Private Terraces shall be treated as a part of such flats/ offices/ shops as decided by the Developer for all rights and obligations and are specifically excluded from the general/ common areas of the Society. The Society and the Members agree and confirm that such rights to the Private Terraces shall be transferred and/or inherited along with the transfer of such premises. The owners/ occupiers of such premises shall be liable to maintain and carry out repairs/ make good any damage caused to any of the Members’ new premises or to the Society’s common areas by reasons of the use or occupation of such Private Terraces at their own costs and expenses and bear the taxes of the same. Such shop/ office/flat-purchasers/allottees to whom the Private Terraces have been allotted shall also be liable to pay to the Society maintenance charges of the Private Terraces, as decided by the Society, and the Developer shall incorporate all of the above and such other necessary terms in the agreement(s) to be executed with such purchasers/allottees. The Society shall also, at the Developer’s cost and expense, execute such writings/pass such resolutions as may be required by the Developer in conformity with the above.

7.5. **Car-Parking Provisions.** The Developer shall provide car-parking levels/ floors in the New Building in accordance with D.C.P. Regulations and shall further endeavour to create maximum car parking spaces within the stilts, podium, basement, etc. as approved by the concerned Authorities. Of the car-parking spaces that the Developer earmarks on site, an aggregate of 49 parking slots (non-mechanized, single) shall be earmarked for the Members’ New Flats, the Members’ New Shops, and the Members’ New Offices as per Clause 8.12. hereof, and the balance parking slots in the project (including in the compound and/or within the car-parking levels/ systems) shall belong to the Developer with absolute right to allot the same amongst

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the Developer's Flats and/or the Developers' Commercial Units. Car-lift/s shall be provided in the New Building.

- 7.6. **Common Areas.** Other than the Members' New Car-Parking Spaces, the Developer's Car-Parking Spaces and the Private Terraces, which, as agreed, are not common areas, all other common areas shall belong to the Society for the benefit of all its members (which will include all purchasers/ allottees of the Developer's Premises). It is reiterated that the Members' New Car-Parking Spaces are not general common areas and shall belong to the concerned members for their exclusive use, with transferrable and heritable rights thereto attached to their respective premises. Likewise, the Developer's Car-Parking Spaces and the Private Terraces are not general common areas and shall belong to the concerned purchaser/ allottee thereof for their exclusive use thereof, and with transferrable and heritable rights thereto.
- 7.7. The Developer shall be entitled to place its logo/name on the New Building on any part of the New Building and/or compound wall thereof and the same shall not be removed/ altered by the Society and shall be maintained by the Developer at its cost including but not limited to electricity, cleaning, repairing, etc. and the Developer shall have access to the same for maintenance and upkeep of the same. In the event, the said logo is electrical/neon lit logo, the same will be subject to any restrictions and rules and regulations imposed by the local authorities.
- 7.8. The design of the New Building including the RCC structure, type and thickness of slabs, type and thickness of internal and external walls, elevation, placement of columns, beams, doors, windows, etc., shall be carried out by the Developer as per the advice of their Architects/ structural consultants/ RCC Consultants engaged by the Developer for the Project, and overrides the specifications contained in the Society's tender.
- 7.9. The Developer is entitled to conceptualize, plan, and execute the design of the New Building including the common amenities, facilities, infrastructure of the Project, placement of columns, beams, doors, windows, etc., as the Developer deems fit, and to do and execute or cause to be done and executed all such acts, deeds, matters and things as may be necessary for implementing and completing the Project and for undertaking its obligations as contemplated under this Agreement.
- 7.10. In compliance of fire safety regulations from concerned authorities, no box grills shall be installed in any of the premises in the New Building.
- 7.11. The Society shall ensure that the elevators, parking systems and other equipment provided by the Developer are handled by trained personnel and that the same are handled with due care and caution.

8. **DETAILS OF THE MEMBERS' NEW PREMISES.** The Developer shall utilize the Society's Retained FSI (and procure the required FSI to make up the Society's Retained FSI) and construct the Members' New Flats, the Members' New Shops and the Members' New Offices for the Members on the following other terms & conditions: -

8.1. **Area Representation of the Members' Old Premises.** The Society has represented that the individual carpet areas and built-up areas of each of the Members'

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Old Flats, Members' Old Shops and the Members' Old Offices as well as the aggregate area thereof are as detailed in "Annexure- H" hereto and, at the Society's behest, the Developer has accepted the same and shall not be responsible if any of the Members dispute any of their existing areas as stated in Annexure-G and H hereto. As agreed, the aggregate built-up area specified in "Annexure-H" is the basis on which the Developer applied to the Authorities and obtained approval of an aggregate of 3109 square metres built-up area (namely, the existing built-up area of 2302.96 square metres plus its free-of-cost fungible FSI of 35% i.e. 806.04 square metres built-up area) (being the Society's Retained FSI) to be utilized in providing the Members' New Flats, the Members' New Offices and the Members' New Shops. Accordingly, the Developer shall not be required to entertain any claims of inaccuracies in areas from any members, and claims, if any, shall be dealt with by the Society alone.

- 8.2. **Free Area Entitlement.** The Society's Retained FSI aggregating to 3109 square metres built-up area (being the existing built-up area of 2302.96 square metres plus its free-of-cost fungible FSI of 35% i.e. 806.04 square metres built-up area) is being utilized by the Developer to construct and provide to the Members, free of costs, as per this Agreement, with new flats or new shops or new offices, as the case may be, ("**Free Area Entitlement**"). The Society, in turn, worked out the equivalent Carpet Area of each of the Members' New Flats, Members' New Offices and Members' New Shops and has provided the same to the Developer (which is also included in Annexure-H hereto, provided by the Society). The Society hereby entrusts upon the Developer the obligation of utilizing the Society's Retained FSI in the construction of the Members' New Premises on the terms hereof.
- 8.3. **Additional Area.** The Society had informed the Developer that taking into consideration the regulatory and planning requirements, the areas of some of the Members New Premises are over and above their Free Area Entitlements ("**Additional Area**") and such Members shall pay for the same. It is agreed that those Members allotted Additional Area shall pay the Developer for the same as follows- (i) if the Additional Area is upto 10% of the built-up area of the concerned Member's Old Premises, the concerned Member shall pay Rs. 50,000/- (Rupees Fifty Thousand), per square foot Built up Area thereof and for Additional Area beyond 10%, the concerned Member shall pay Rs.55,000/- (Rupees Fifty-Five Thousand) per square foot Built up Area beyond 10%. Besides the amounts agreed to be paid for such Additional Area, such Members shall also bear and pay the stamp duty, registration charges, GST and all incidental charges/duties on the Additional Area. Details of the Additional Areas shall also be included in the PAAAs of the concerned Members.
- 8.4. The Developer has accordingly finalised the floor plans of the floors containing the Members' New Premises after factoring the Additional Areas, and has got the approval of the same from the Authorities.
- 8.5. Considering that the grid of the New Building and the allocation of premises amongst the Members and the plan of the New Building has been finalised after taking into consideration inter alia the aforesaid Additional Area and planning requirements as per D.C.P. Regulations, there is no scope for any Members to withdraw from the acquisition of the Additional Area, and no such requests shall be

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entertained by the Developer.

8.6. Location of the Members' New Premises-

8.6.1. The Members' New Flats will be located on the residential floors above the uppermost parking floor of the New Building (so as to cover the lower residential floors of the New Building).

8.6.2. The Members' New Shops will be located on the ground floor of the New Building while the Members' New Offices will be located on the first floor.

8.6.3. Details of the Members' New Flats, the Members' New Shops and the Members' New Offices are set out in the list annexed hereto and marked "**Annexure-H**". In the event the Developer has purchased any of the Members' Old Premises or the Members' New Premises at any time from the date hereof to the date of the full Occupation Certificate, the Developer is entitled to take such area of such purchased premises or area in lieu of the purchased premises into the Developer's Premises and either merge the same with the Developer's Flats/ the Developer's Commercial Units, or hold and sell the same as a member of the Society.

8.7. **Floor Plans.** The floor plans of the Members' New Flats, Members' New Shops, and Members' New Offices, as approved by the concerned Authority are annexed hereto and marked as "**Annexure-I**". The Developer is entitled to amend the plans in respect of the New Building provided however that any amendments do not result in reduction in the areas of the Members' New Flats, Members' New Shops and Members' New Offices and also does not change the basic structure of the floor plans of the Members' New Flats, Members' New Shops, and Members' New Offices as annexed hereinabove. If a change is sought by any Member in the area, location or orientation of his/ her new flat/ shop/office and the same is agreed by the Developer, at its discretion, and such change does not alter the area or floor of the other flats/ shops/offices of the Members, the Developer is entitled to carry out such change and the same will be reflected in the PAAA of such individual member.

8.8. Verification of Carpet area and Deficit tolerance -

8.8.1. To ensure timely verification of the Carpet Areas in respect of the Members' New Premises, the Developer shall inform the Society's PMC and/or Managing Committee on the completion of [(i) brick/block work with plaster but before finishing work or each floor containing the Members' New Premises, or (ii) after casting of walls in RCC using pre-fabricated form-work system (such as MIVAN or other technology as decided by the Developer), without plaster but before finishing of each floor containing the Members' New Flats, the Members' New Shops and the Members' New Offices], and the Society's PMC alongwith the Managing Committee and the Project Architect shall be entitled to inspect and measure the same within 15 (fifteen) days of such intimation, after which (i) the Society shall be deemed to have accepted the accuracy of the areas of those of the Members' New Flats/Members' New Shops/ Members' New Offices on such floors, (ii) the Developer shall proceed with finishing the shops/ flats/ offices, and no further claims shall be raised regarding deficit areas. Any deficit in areas

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brought to the notice of the Developer by the Society's PMC and/ or Managing Committee shall be rectified by the Developer to the extent possible.

8.8.2. If the Carpet Areas as per measurement in any of the Members' New Flats, Members' New Shops or Members' New Offices is less than the Carpet Areas mentioned in "Annexure-H" hereto or the amended plans approved thereafter, the Society and its members agree and accept the shortfall of the Carpet Area inter alia on account of civil work, Plastering and finishing tolerance of carpet area which shall be condoned (and not compensated for) since the Carpet Areas are worked out from the Society's Retained FSI.

8.9. **Height.** The slab-to-slab height (i.e., top of the upper slab to the top of the lower slab of a floor) of the floors containing (i) the Members' New Flats and the Members' New Offices shall not be less than 2.9 meters inclusive of slab thickness and (ii) the Members' New Shops in the New Building shall not be less than 3.3 metres inclusive of slab thickness. It is clarified that such height shall not be available in toilets/ bathrooms, or sunk areas or where beams are located.

8.10. **Members' Internal Amenities.**

8.10.1. **As regards the Members' New Flats-** The Members' New Flats shall be provided with the Members' Internal Amenities listed in "Annexure-J", 'Part I' annexed hereto. The Members' Internal Amenities shall not be less than those agreed to be provided as per "Annexure-J", 'Part-1' hereto. In the event, the Developer provides equivalent or further or better amenities than those listed in "Annexure-J", 'Part-1', the same shall be done at the costs of the Developer alone, and the Society and/or the concerned Members shall not be required to compensate/reimburse the Developer for the same unless such better amenities or changes have been provided at the request of the Society and/or the concerned Members.

8.10.2. **As regards the Members' New Shops -** The Members' New Shops shall be provided with the Members' Internal Amenities listed in "Annexure-J", 'Part-2' annexed hereto. The Members' Internal Amenities shall not be less than those agreed to be provided as per "Annexure-J", 'Part-2' hereto. In the event, the Developer provides equivalent or further or better amenities than those listed in "Annexure-J", 'Part-2', the same shall be done at the costs of the Developer alone, and the Society and/or the concerned Members shall not be required to compensate/reimburse the Developer for the same unless such better amenities or changes have been provided at the request of the Society and/or the concerned Members.

8.10.3. **As regards the Members' New Offices-** The Members' New Offices shall be provided with the Members' Internal Amenities listed in "Annexure-J", 'Part-3' annexed hereto. The Members' Internal Amenities shall not be less than those agreed to be provided as per "Annexure-J", 'Part-3' hereto. In the event, the Developer provides equivalent or further or better amenities than those listed in "Annexure-J", 'Part-3', the same shall be done at the costs of the Developer alone, and the Society and/or the concerned Members shall not be required to compensate/reimburse the Developer for the

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same unless such better amenities or changes have been provided at the request of the Society and/or the concerned Members.

8.11. **Alterations to Members' New Premises.** No alteration whatsoever is permitted to be made by the Members to the size or location of plumbing lines of the kitchens, bathrooms/ toilets of the Members' New Flats, Members' New Shops and Members' New Offices. If any other change is sought by any member, and if the same is agreed upon by the Developer, the same shall be carried out in accordance with law. The other members shall not raise any objection to any such changes that may be agreed upon by the Developer with any particular member. It is clearly understood and agreed that no member shall make any changes to their Members' New Flats, Members' New Shops and Members' New Offices so as to affect the elevation of the New Building or so as to cause any damage to the New Building or any electrical or plumbing lines or damage/ leakage- individual members alone shall be liable for any damage as a result of any changes.

8.12. **Members' New Car-Parking Spaces-** Out of the car-parking spaces earmarked on site, the Developer shall allot and make available to the Society, for the benefit of the Members listed in the Annexure-G hereto (or to persons claiming through such Members), 49 car-parking spaces (the "**Members' New Parking Spaces**") as detailed below-

8.12.1. The Members' New Car-Parking Spaces for the Members' New Flats, Members' New Shops and Members' New Offices shall be provided by the Developer to the Society and the Society shall allocate the same to the Members herein as internally agreed in the Society.

8.12.2. The block of the Members' New Car-Parking Spaces shall be identified by the Developer on or before the completion of the car-parking floors of the New Building.

8.12.3. The Members' New Car-Parking Spaces shall be handed over to the Society and the Society shall be responsible to allot the same to the Members. The Developer shall not be concerned with, involved in, or responsible for the allocation and distribution of the Members' New Car-Parking Spaces amongst the Members.

8.13. **Permanent Alternate Accommodation Agreement in Respect of the Members' New Flats-**

8.13.1. Prior to the Appointed Date, the Developer shall execute in favour of each the Members a Permanent Alternate Accommodation Agreement ("**PAAA**") to confirm the allocation of each of the Members' New Flats, Members' New Shops and Members' New Offices as per this Agreement. A draft of the Permanent Alternate Accommodation Agreement is annexed hereto and marked "**Annexure-K**" (and the format thereof is subject to relevant changes/ updates as may be required).

8.13.2. Stamp duty on areas agreed to be provided by Developer to society-members free of costs is Rs.100/-. The Developer shall execute the said Permanent Alternate Accommodation Agreements in favour of the Members by

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the Appointed Date. PROVIDED, however, (i) if any Member is unavailable to execute/ register their Permanent Alternate Accommodation Agreement at the time that the Developer decides on the execution of the same, or (ii) if there is any transfer/ transmission or exchange of any of the Members' New Premises, or (iii) there is any change/ difference in the names of any of the Members in their Share Certificates, then notwithstanding anything contained herein, such member shall be liable to pay the stamp duty and registration charges in respect of his/ her Permanent Alternate Accommodation Agreement and/or in respect of any supplemental agreements/documents that may be required to be executed. Further, if any Member purchases any additional area (over and above the Free Area Entitlement), stamp duty on the same shall be borne by the concerned Member.

8.14. It is agreed that none of the Members' New Flats, Members' New Shops and Members' New Offices shall be used for purposes of carrying out businesses of restaurants, cafes, bars, pathology clinics, hospital and/or nursing homes.

9. PAYMENTS TO THE MEMBERS-

9.1. **Hardship Compensation.** As agreed between the Parties, the Developer shall pay a comprehensive compensation calculated @ Rs.2,000/- (Rupees Two Thousand Only) per square foot carpet areas of the Members' Old Premises (carpet areas as provided by the Society in Annexure-G hereto), and the aggregate amount thus payable is Rs.4,62,42,000/- (Rupees Four Crores Sixty-Two Lakhs and Forty Two Thousand) details of which are included in "Annexure-L" annexed hereto. The aforesaid compensation is the agreed predetermined lump sum amount payable to the Members (i) for having given concurrence and consent for the Redevelopment of the Property (ii) for alleviating the hardship that the Members (including joint members and their family members) will have to endure on account of shifting out of the Members' Old Premises to facilitate the Redevelopment of the Property, and shifting back into the Members' New Flats/ Members' New Shops/ Members' New Offices as per this Agreement, (iii) to help Members meet the increase in the outgoings & dues including property taxes/ Society charges, in respect of the Members' New Premises (herein referred to as the "**Hardship Compensation**"). The Parties confirm that the Hardship Compensation is agreed to be paid on the basis of the carpet areas of the Members' Old Premises as recorded by the Society in Annexure-G hereto. The aforesaid Hardship Compensation is agreed to be paid by the Developer to the Members in the following instalments-

9.1.1. 10% of the Hardship Compensation aggregating to Rs.46,24,200/- (Rupees Forty-six Lakhs Twenty-Four Thousand and Two Hundred) shall be paid to the Members on the execution and registration of this Agreement;

9.1.2. 20% of the Hardship Compensation aggregating to Rs.92,48,400/- (Rupees Ninety-two Lakhs Forty-Eight Thousand and Four Hundred) shall be paid to the Member on the Appointed Date;

9.1.3. The balance 70% of the Hardship Compensation aggregating to Rs.3,23,69,400/- (Rupees Three Crores Twenty-three Lakhs Sixty-Nine Thousand and Four Hundred) shall be paid to the Members against each

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Member taking possession of his/ her new premises upon Occupation Certificate as per this Agreement being issued by the concerned Authority.

9.1.4. The Developer shall pay Hardship Compensation in the manner set out above to the defaulting/ dissenting Member/s after deducting penalty/ costs and expenses incurred by the Developer in taking legal proceedings against such Members as set out in Clause 21 of this Agreement.

9.2. **Displacement Compensation.** The Developer has agreed to pay the Rental Compensation (being the collective of Rental Compensation towards Members 'Old Flats, Members' Old Offices and Members 'Old Shops) and the Temporary Accommodation Expenses, and the Packing & Moving Compensation so as to facilitate the demolition of the Old Building and the construction of the New Building. It is hereby agreed that the Members shall make their own arrangements for temporary accommodation elsewhere for the entire period upto the end of the Notice-to-Occupy that will be issued by the Developer. As agreed, the Developer shall pay to each of the Members holding the Members' Old Premises, the Rental Compensation and Temporary Accommodation Expenses and the Packing & Moving Compensation, mentioned below, as and by way of compensation inter alia towards having to shift/ reside in alternate accommodation (which amounts shall be for the benefit of the members including joint members and their families, and which they may use in the manner they may deem fit)-

9.2.1. **Rental Compensation.** While the Members shall make their own arrangements for temporary accommodation elsewhere for the entire period upto the end of the Notice-to-Occupy that will be issued by the Developer as stated below, the Developer shall pay a monthly compensation to the Members as detailed below ("**Rental Compensation**") -

9.2.1.1. **As regards the Members' Old Shops.** As agreed between the Parties, the Developer shall pay in respect of each of the Members' Old Shops, the following rental compensation ("**Rental Compensation towards Members' Old Shops**")-

9.2.1.1.1. Rental Compensation towards Members' Old Shops @ Rs.250/- (Rupees Two Hundred and Fifty) per square foot of the carpet area of the respective Members' Old Shops, per month (carpet areas as provided by the Society in Annexure-G hereto). The Rental Compensation towards Members' Old Shops, at the aforesaid rate, to cover a period of 12 months from the Appointed Date, shall be paid monthly for which 12 monthly post-dated cheques shall be handed over by Developer to the Society on the Appointed Date, to be distributed amongst the concerned Members.

9.2.1.1.2. The Developer, having opted to receive part Occupation Certificate and hand over possession of the Members' New Shops, (i) if the Developer does not obtain the part Occupation Certificate in respect of the Members New

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Shops within 12 (twelve) months of the Appointed Date, the Rental Compensation towards Members' Old Shops shall then stand escalated by 5% (five percent), and (ii) if the Developer does not obtain the part Occupation Certificate in respect of the Members New Shops within 36 (thirty six) months of the Appointed Date, the Rental Compensation towards Members' Old Shops shall then stand escalated by 10% (ten percent);

9.2.1.1.3. From the thirteenth month from the Appointed Date, monthly post-dated cheques for Rental Compensation towards Members' Old Shops shall be handed over every month to the Society, and shall be distributed by the Society to the concerned Members.

9.2.1.1.4. The Rental Compensation towards Members' Old Shops shall be paid by the Developer to the concerned Members until such time the Developer completes the construction of the Members' New Shops and obtains the Occupation Certificate in respect of the Members New Shops and upto the end of the Notice-to-Occupy Commercial Premises that will be issued by the Developer in respect of the Members New Shops (thereby offering possession of the Members' New Shops).

9.2.1.2. **As regards the Members' Old Offices.** As agreed between the Parties, the Developer shall pay in respect of each of the Members' Old Offices, the following rental compensation ("**Rental Compensation towards Members' Old Offices**") -

9.2.1.2.1. Rental Compensation towards Members' Old Offices @ Rs.125/- (Rupees One Hundred Twenty-five) per square foot of the carpet area of the respective Members' Old Offices (carpet areas as provided by the Society in Annexure-G hereto), per month. The Rental Compensation towards Members' Old Offices, at the aforesaid rate, to cover a period of 12 months from the Appointed Date, shall be paid monthly for which 12 monthly post-dated cheques shall be handed over by Developer to the Society on the Appointed Date, to be distributed amongst the concerned Members.

9.2.1.2.2. The Developer, having opted to receive part Occupation Certificate and hand over possession of the Members' New Offices, (i) if the Developer does not obtain the part Occupation Certificate in respect of the Members New Offices within 12 (twelve) months of the Appointed Date, the Rental Compensation towards Members' Old Offices shall then stand escalated by 5% (five percent) every year

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and (ii) if the Developer does not obtain the part Occupation Certificate in respect of the Members New Shops within 36 (thirty six) months of the Appointed Date, the Rental Compensation towards Members' Old Shops shall then stand escalated by 10% (ten percent).

9.2.1.2.3. From the thirteenth month from the Appointed Date, monthly post-dated cheques for Rental Compensation towards Members' Old Offices shall be handed over every month to the Society, and shall be distributed by the Society to the concerned Members.

9.2.1.2.4. The Rental Compensation towards Members' Old Offices shall be paid by the Developer to the concerned Members until such time the Developer completes the construction of the Members' New Offices and obtains the Occupation Certificate in respect of the Members New Offices and upto the end of the Notice-to-Occupy Commercial Premises that will be issued by the Developer in respect of the Members New Offices (thereby offering possession of the Members' New Offices).

9.2.1.3. **As regards the Members' Old Flats-** As agreed between the Parties, the Developer shall pay in respect of each of the Members' Old Flats ("**Rental Compensation towards Members' Old Flats**") –

9.2.1.3.1. Rental Compensation towards Members' Old Flats @ Rs.125/- (Rupees One Hundred Twenty-five) per square foot of the carpet area of the respective Members' Old Flats, per month (carpet areas as provided by the Society in Annexure-G hereto). The Rental Compensation towards Members' Old Flats, at the aforesaid rate, to cover a period of 12 months from the Appointed Date, shall be paid monthly for which 12 monthly post-dated cheques shall be handed over by Developer to the Society on the Appointed Date, to be distributed amongst its Members;

9.2.1.3.2. Rental Compensation towards Members' Old Flats for a further period of 12 months (i.e., from the 13th month to the 24th month of the Appointed Date) shall stand escalated by 5% i.e., Rs.131/- (Rupees One Hundred Thirty-one) per square foot carpet areas of the respective Members' Old Flats, per month (carpet areas as provided by the Society in Annexure-G hereto). The Rental Compensation towards Members' Old Flats, at the aforesaid rate shall be paid monthly for which 12 monthly on expiry of the twelfth month from the Appointed Date shall be handed over by Developer to the Society for distribution amongst its Members;

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9.2.1.3.3. Rental Compensation towards Members' Old Flats for a further period of 12 months (i.e., from the 25th month to the 36th month of the Appointed Date) shall stand escalated by 5%, i.e., Rs.137/- (Rupees One Hundred Thirty-seven) per square foot carpet areas of the Members' Old Flats, per month (carpet areas as provided by the Society in Annexure-G hereto). The Rental Compensation towards Members' Old Flats, at the aforesaid rate shall be paid monthly for which 12 monthly on expiry of the twenty fourth month from the Appointed Date shall be handed over by Developer to the Society for distribution amongst its Members.

9.2.1.3.4. The Rental Compensation towards Members' Old Flats payable for the grace period of 6 months (i.e., from 37th month to 42nd month of the Appointed Date) stand escalated by 10% i.e., @ Rs.151/- (Rupees One Hundred and Fifty-One) per square foot carpet areas of the respective Members' Old Flats, per month (carpet areas as provided by the Society in Annexure-G hereto). The Rental Compensation towards Members' Old Flats, at the aforesaid rate shall be paid by the Developer by issuing cheques on a monthly basis. Such cheques will be handed over to the Society every month for distribution amongst its Members.

9.2.1.3.5. The Rental Compensation towards Members' Old Flats shall be paid upto the end of the Notice-to-Occupy Residential Flats that will be issued by the Developer.

9.2.2. From the end of the 15 (fifteen) day Notice-to-Occupy Commercial Premises that will be given by the Developer to the Society in respect of the Members' New Shops and/or Members' New Offices, the Developer will not be liable to pay the Rental Compensation towards Members' New Shops/ Members' New Offices (even though the construction of the New Building will continue till completion) and any uncashed cheques or any amounts lying with the concerned Members for the period beyond the 15 (fifteen) day Notice-to-Occupy shall be returned/ refunded to the Developer before taking possession of the Members' New Shops/Members' New Offices. Similarly, from the end of the 15-day Notice-to-Occupy Residential Flats that will be given by the Developer to the Society in respect of the Members' New Flats, the Developer will not be liable to pay the Rental Compensation towards Members' New Flats and any uncashed cheques or any amounts lying with the concerned Members for the period beyond the 15 (fifteen) day Notice-to-Occupy shall be returned/ refunded to the Developer before taking possession of the Members' New Flats.

9.2.3. If the completion of the New Building is delayed at any time during the period of construction due to Force Majeure events and/or obstruction caused by any of the Members, the Developer shall not be liable to pay any

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escalated Rental Compensation for such period of delay and shall instead continue to pay Rental Compensation at the last prevailing Rental Compensation amount.

9.3. **Compensation to meet expenses in respect of temporary accommodation.** The Developer shall also pay to each of the Members the following non-recurrent one-time lumpsum compensation-

9.3.1. Rs.40,000/- (Rupees Forty Thousand only) towards expenses that the Members may incur towards packing & moving/ transportation expenses (**“Packing & Moving Compensation”**);

9.3.2. As regards the Members holding the Members’ Old Shops, a sum calculated at the rate of Rs.500/- (Rupees Five Hundred) per square foot of the carpet area of the Members’ Old Shops (carpet areas as provided by the Society in Annexure-G hereto),, to meet all expenses that the concerned Members may have to incur in respect of temporary accommodation including stamp duty, registration expenses, brokerage/ realtor fees, etc., (b) As regards the Members holding the Members’ Old Flats and Members’ Old Offices, a sum calculated at the rate of Rs.250/- (Rupees Two Hundred and Fifty) per square foot of carpet area of the Members’ Old Flats and the Members’ Old Offices respectively (carpet areas as provided by the Society in Annexure-G hereto),, to meet all expenses that the concerned Members may have to incur in respect of temporary accommodation including stamp duty, registration expenses, brokerage/ realtor fees, etc. (**“Temporary Accommodation Expenses”**).

9.3.3. The Packing & Moving Compensation and the Temporary Accommodation Expenses shall be paid on the Appointed Date. These cheques will be handed over by the Developer to the Society for distribution amongst its Members.

9.3.4. Herein, where required, the Rental Compensation (being the collective of Rental Compensation towards Members’ Old Flats, Members’ Old Offices and Members’ Old Shops), the Packing & Moving Compensation and the Temporary Accommodation Expenses, are collectively referred to as the **“Displacement Compensation”**.

9.3.5. A statement of the Hardship Compensation and Displacement Compensation payable to each Member is included in **“Annexure-L”** hereto.

10. DETAILS OF THE DEVELOPER’S PREMISES-

10.1. Besides the Members’ New Flats, the Members’ New Shops, the Members’ Old Offices and the Members’ New Car-Parking Spaces mentioned above, all other flats/commercial units along with Private Terraces so identified by the Developer (with or without common doors) and all Developer’s Car-Parking Spaces shall belong to the Developer and are collectively referred to as the **“Developer’s Premises”**. The Developer shall have the absolute right to utilize the balance FSI out of the Development Potential (being the Developer’s FSI) subject to the terms hereof, and to construct and deal with the Developer’s Flats & Developer’s Commercial

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Units, and the Developer also has the absolute right to deal with the Private Terraces and the Developer's Car-Parking Spaces as envisaged herein. The Developer shall exclusively decide upon, determine and establish the contractual terms and conditions in respect of the allotments and sales and/or of leasing or mortgaging or granting licenses or any other transactions in of the Developer Premises (save and except Secured Premises to the extent stated herein), and fix the sale price and/or other amounts, charges, pass through charges, etc. It is agreed that none of the Developer's Commercial Units shall be sold by the Developer for purposes of carrying out businesses of restaurants, cafes, bars, pathology clinics, hospital, and/or nursing homes.

10.2. **Developer's Car-Parking Spaces.** The balance of the car-parking spaces available in the Project (over and above Members' New Car-Parking Spaces as per this Agreement) and as earmarked on site by the Developer [including those in the stilts, podium(s), basement(s), open spaces and whether stand-alone non-mechanized parking spaces or whether within or as part of any mechanized stack parking systems that may be installed by the Developer] are the Developer's Car-Parking Spaces and the Developer is fully, freely and exclusively entitled to allocate the same amongst the Developer's Flats & Developer's Commercial Units and/or to allot the same to the purchasers/ allottees thereof as the Developer deems fit (including more than two spaces or all spaces comprised in a podium/ basement for a single unit) whereupon the same shall be deemed to have been allotted to such allottees and purchasers by the Society, and the Society and the Members undertake not to challenge or change the same. The Society and the Members irrevocably and unequivocally agree and covenant that the shop/ office/ flat-purchasers to whom the Developer allots the Developer's Car-Parking Spaces shall be exclusively entitled to use the same for the parking of their vehicles to the exclusion of the other shop/office/ flat-holders in the New Building and that the location, number of spaces allotted by the Developer and sizes thereof shall not be challenged by the Society or the members or sought to be changed/ reduced.. The amounts agreed to be paid by the Developer to the Society and to the Members as per this Agreement is also towards the rights of the Developer (and the allottees thereof) in respect of the Developer's Car-Parking Spaces. The Society is bound and liable to recognize such allottees and purchasers as holders of the car-parking spaces allotted to them by the Developer. The Society undertakes to execute all such writings in conformity with the above, as may be required or whenever called for by the Developer.

10.3. The Developer's Premises are and shall be the absolute and exclusive property and assets of the Developer (subject to rights of the Society to the Secured Premises in the manner/to the extent stated hereinafter), and by virtue thereof the Developer and the purchasers and allottees of the Developer's Premises have and shall have a proportionate interest in the capital and property of the Society upon being admitted as members of the Society.

10.4. The Developer has full discretion in the planning/ designing of the New Building and the Developer's Premises including matters concerning the internal layout and amenities and the internal heights of the Developer's Premises provided that the same does not reduce or affect in any manner, the areas of the Members' New Flats, Members' New Shops and Members' Old Offices. The Developer is also entitled

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to provide bare/unfurnished flats in respect of the Developer's Premises, or to provide/ install any extra or premium amenities in the Developer's Premises as they deem fit.

- 10.5. The Developer and/or the purchasers/ allottees/occupiers of the Developer's Commercial Units shall be entitled to place/ install nameplate/ signboard, brand-names and logos and names of their businesses and without obstruction or objection from the Society or the Members or any person claiming through the Members.
- 10.6. The Developer alone is entitled to sell/allot the Developer's Premises under the provisions of RERA or any other applicable law, or to lease, grant license, or otherwise deal with the same (save and except the Secured Premises, to the extent provided herein) (and without having to take any permission of the Society) and appropriate the proceeds unto themselves.
- 10.7. As stated above, any Private Terraces and/or any balconies or deck areas (which are either free of FSI or included in FSI) shall be appurtenant to the respective premises to which they relate or are attached, and shall be exclusively owned, held, possessed, used, occupied and/or enjoyed (as the case may be) by the owner/occupier thereof. At the Developer's sole option, the Society may be joined in such agreements/documents; provided that no obligation or liability shall be cast upon the Society thereunder which is contrary to, or inconsistent with, the Society's specific obligations herein.
- 10.8. The Developer further agrees as follows-
 - 10.8.1. Subject to the terms hereof, any contract or agreement that may be entered by the Developer in respect of the Developer's Premises shall be on principal-to-principal basis and not as the agent of the Society or the Members.
 - 10.8.2. all the consideration/amounts which shall be received by the Developer from the sale of the Developer's Premises shall belong to the Developer and will be received by them on their own account.
 - 10.8.3. The Society/ Members shall not be liable or responsible in any manner whatsoever in respect of any of the Developer's Premises and shall not be liable or responsible to any such persons with whom the Developer enter into any agreement in respect of the Developer's Premises, whether in respect of the monies paid/ to be paid to the Developer in respect thereof, the terms that the Developer or such persons agree upon in respect of the Developer's Premises, any delays in completion or in handing over any of the Developer's Premises, any breach or deviation of terms claimed by the Developer or such persons, any claims for interest/ penalties/ refunds/ damages (save as provided for herein).
- 10.9. **Loans by Unit-purchasers.** The purchasers/allottees of the Developer's Premises may borrow/ avail of loans from any financial institution/ bank/ organization/ employer to fund the purchase; however, the repayment of the loan/ interest and other charges on such loan shall be the sole responsibility of the purchaser availing such loan. The Society grants/ shall be deemed to have granted its consent and NOC to all such purchasers of the Developer's Premises for creating such charge, lien

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and/or other security upon such flats and/ or their right, title and interest therein. The Society hereby acknowledges that the Developer and/or purchasers and/or the banks/ financial institutions shall rely on the aforesaid to create charge/ lien and to release loans as aforesaid.

- 10.10. All the purchasers and allottees of the Developer's Premises (and/or the Developer, if they choose to retain any of the Developer's Premises) shall be admitted as members of the Society and they shall only pay the face value of the shares of the Society allotted to them respectively, the statutorily prescribed entrance fees as per this Agreement, but no other premiums, transfer charges, contributions, or other amounts whatsoever .
- 10.11. **Unsold Premises.** Prior to the expiry of 24 months from the date of the full Occupation Certificate, if the Developer at its discretion decides to be admitted to the membership of the Society in respect of all or any of the Developer's Premises, the Developer shall inform the Society and pay the value of the Society's shares for each such unit following which the Society shall admit the Developer as a member of the Society and shall issue the requisite shares/ share certificate per unit. If, however, any of the Developer's Flats or Developer's Commercial Units remain unsold/ are not transferred for 24 months from the date of the full Occupation Certificate, the Developer shall within a 15 days of the expiry such 24 months from the date of the full Occupation Certificate become a member of the Society on payment of the share money for each such unit, and the Society shall issue the requisite shares/ share certificates per unit.
- 10.12. However, on and from the issuance of the full Occupation Certificate, the Developer shall be liable to contribute the applicable monthly maintenance charges in respect of the unsold Developer's Premises which other members of the Society are required to pay. It is agreed that no prior permission of the Society shall be required nor any transfer charges shall be payable to the Society whenever the Developer effects sales of/ transfers the unsold premises. As and when the purchasers/ transferees of the Developer's Premises are admitted to the membership of the Society, the Society will issue new shares/ share certificates or transfer the shares/ share certificate (if already issued to the Developer) to the purchasers/transferees of each of such premises without charging any transfer fees/ donation or corpus contribution.
- 10.13. Until such time of 24 months as aforesaid, the Developer is entitled to grant license of any of the Developer's Premises in the Developer's name or otherwise deal with the same and permit the same to be used as the Developer decides, without requiring any permission of the Society, but subject to applicable laws.
- 10.14. On the Developer issuing the Notice-To-Occupy Commercial Premises to the Society, the Developer is entitled to forward applications for admission to membership of the Society in respect of the Developer's Commercial Premises, and likewise on the Developer issuing the Notice-To-Occupy Residential Flats to the Society, the Developer is entitled to forward applications for admission to membership of the Society in respect of the Developer's Flats. The Society is bound to complete the admission process and issue the shares/ share certificates to the applicants/ the Developer within 30 (thirty) working days of their receiving a written intimation

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thereof and all of the following documents from the Developer:-

- 10.14.1. Physical copy of the sale/ transfer agreement along with copies of the stamp duty receipt and registration receipt in respect thereof;
 - 10.14.2. Original Application for membership with the applicable membership fee; and
 - 10.14.3. Cost of shares.
- 10.15. In case of admission of the Developer to the membership of the Society, Clause 10.14.1 hereof shall not be applicable.
- 10.16. The Society and the Members undertake not to admit any purchasers/ allottees as member(s) on their own and shall only do so on receiving a written notice from the Developer. Any delay by the Society in admitting any of the unit-purchasers / allottees/ Developer to the membership and issuing shares/ share certificates shall make the Society liable for action taken by the unit-purchasers allottees/ Developer.
- 10.17. It is clarified that the Members, the purchasers/ allottees of the Developer's Premises admitted to the membership of the Society and the Developer (if it retains any of the Developer's Premises), shall enjoy the advantages, benefits and privileges in the Society and the use and benefit of all common amenities, facilities, areas and services in the redeveloped Project on the same footing / basis as all the Members.
- 10.18. The applicable property taxes, N.A. taxes, maintenance charges levied by the Society in respect of the Developer's Premises shall be paid by the Developer until the Developer's Premises are sold/ allotted and the concerned purchasers/ allottees are put in possession thereof.
- 10.19. The Society shall not obstruct, and shall ensure that its members do not obstruct, the marketing and sales of the Developer's Premises or the grant of license thereof and/or the allotment of the Developer's Car-Parking Spaces, and the access thereto, and they shall extend all necessary support and cooperation in this regard;
- 10.20. **Marketing & Sales** -The Developer has taken rights of Redevelopment and the Society is aware that the Developer will be incurring substantial obligations so as to be able to sell the Developer's Premises and realize the proceeds thereof. Accordingly, the following terms are agreed upon and form an intrinsic part of this Agreement-
- 10.20.1. The Developer shall be fully entitled to advertise and publicize and market the Developer's projects/ those of its group companies and Developer's Premises, in print media, digital media, electronic media or any other form of media, including newspapers, magazines, flyers, brochures, billboards, hoardings, websites, emails, etc., and also through realtors, estate agents, and in any other manner as the Developer may deem fit, and also to put up and maintain billboards, hoardings, signages, on the Plot or the New Building as the Developer may deem fit. For the aforesaid purposes and for the marketing of the Developer's projects/ those of its group companies and the sales of all or any of the Developer's Premises, the Developer is entitled, at its costs, to appoint any advertising agencies, creative agencies,

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brokers, agents, or any other personnel as the Developer deems fit. The sales and marketing efforts decided upon by the Developer will continue beyond the completion of the Project.

10.20.2. As part of the Developer's marketing efforts, the Developer will be the showcasing the New Building/ Project. The Society hereby agrees that any feature lighting that may be installed by the Developer to light up the facade/ features of the New Building or air-conditioners if provided in the lobby shall not be switched off.

10.20.3. Access by the Developer's marketing personnel, channel partners and/or by prospective flat-purchasers or owners/ societies of other plots for viewing the common areas (including the common terrace, fitness centre, parking areas, etc.) as may be provided in the Project shall not be obstructed by the Society or its members.

11. GENERAL PROVISIONS RELATING TO THE REDEVELOPMENT WORK.

11.1. The Developer shall construct New Building as per the plan/s approved by the the concerned Authority and in accordance with the applicable laws from time to time, and as per the terms of this Agreement.

11.2. Costs of development to be borne by the Developer alone, subject to the terms hereof.

11.3. If minor changes are required in the approved floor plans annexed hereto and marked as Annexure-I by the concerned Authority or due to design/planning constraints, so long as the same does not change the location and reduce the Carpet Areas of the Members' New Flats or the Members' New Shops or the Members' New Offices, the same can be carried out by the Developer. If a change is sought by a Member in the area or location or layout of any particular unit of an individual member (which is accepted by the Developer) and such change does not alter the area or location of the other premises of the Members, the Developer is entitled to carry out such change and the same will be reflected in the PAAA of such individual member.

11.4. The Members are at liberty to dismantle and take away their furniture and fixtures, including cupboards, units, shelves (including those fixed to the walls) from the Members' Old Premises before the Specified Date. The Members shall not remove any doors, windows, door/ window frames, grills, tiles, electrical wires, kitchen platforms and other embedded fixtures- if any Member does so in breach of the aforesaid, he/she shall be liable to compensate the Developer for the value thereof as quantified by the demolition contractor. Such compensation, if unpaid, shall be adjusted from the Hardship Compensation/ Displacement Compensation or any other amounts payable to such Member as per the terms hereof or if no amounts are payable to such Member (on account of the same being adjusted against the purchase of additional area, if any) then the Member shall be responsible to reimburse the Developer for the value thereof as quantified by the demolition contractor. As on the date that each of the Members' Old Premises are vacated, any furniture,

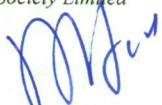
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household items or paraphernalia left behind shall be deemed to have been abandoned and shall be discarded without recourse by the Society/ Members against the Developer.

- 11.5. The demolition of the Old Building/ structures shall be carried out by the Developer at its costs and the value realized salvaged material shall belong to the Developer alone.
- 11.6. All permissions required from all concerned authorities for the Project shall be obtained by the Developer at its costs. The Developer shall strictly adhere to the rules and regulations of the concerned Authorities whilst carrying out the Redevelopment work.
- 11.7. Within seven days of receipt of written intimation by the Developer, the Managing Committee shall, without demur or delay, sign, execute, register, issue and deliver to the Developer all applications, writings, letters, plans, forms, documents, etc., as may be required by Developer, for submission to the concerned authorities or otherwise, to enable the Developer to undertake and complete the Redevelopment Project as envisaged herein, including documents required to enable the Developer to obtain the approval of the building plans and specifications and utilization of the Development Potential and to obtain approvals/ sanction of any amendments, modifications and/or variations thereto The Society shall extend reasonable cooperation in obtaining all permissions/ approvals for the Redevelopment Project. The Developer shall provide the Society, its PMC with complete copies of all such documents at least 7 (seven) days in advance to enable their review and confirmation that the same are in conformity with this Agreement and do not adversely affect the rights, entitlements or interests of the Members.
- 11.8. The Developer shall not be responsible or liable for any breaches or non-compliance of any approvals, permissions, plans, sanctions, orders and NOCs granted or issued in respect of or relating to the Old Building.
- 11.9. The Developer shall pay and discharge duly and punctually all liabilities to the building contractors, labour, material suppliers, workmen and other employees of the Developer for the purpose of the Redevelopment work, in terms hereof.
- 11.10. The Developer is entitled to amend the plans pertaining to the New Building and/or Developer's Premises without requiring the prior approval of the Managing Committee of the Society provided that there will be no resultant reduction in the areas and change in the location of the Members' New Premises.
- 11.11. The Common Amenities & Specifications of the New Building/ Project that the Developer shall provide, at its costs, are listed in "**Annexure-J**", '**Part-4**' annexed hereto. If the Developer provides equivalent or further/better specifications, utilities, facilities than those listed in "**Annexure-J**", '**Part-4**' hereto, the same shall be done at the costs of the Developer alone, and the Society or its Members shall not be required to compensate/ reimburse/pay the Developer for the same.
- 11.12. The Developer is entitled to appoint (and change, if decided by the Developer) the architects, structural consultants, RCC consultants, engineers, landscape designers,

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electrical consultants, landscape consultants, design consultants, plumbing consultants, contractors, workmen, and any other professionals, consultants and personnel for the Project, on such terms as the Developer deems fit.

- 11.13. Save as provided herein, the entire Redevelopment/ construction costs including the fees of the Architects, R.C.C. Consultants and all other professionals/consultants appointed by the Developer, the bills of the various contractors appointed by them, the wages/ dues of the workmen, costs of all materials, bills of suppliers, all charges, fees and deposits to be paid to the concerned authorities for the Project, costs of/ expenses for procuring and loading TDR, Premium FSI, Fungible FSI, etc., and all premiums/ charges payable to the concerned authorities shall be borne and paid by the Developer alone as per the terms hereof. The Developer shall be entitled to obtain refund from the concerned authorities of all refundable deposits which are paid/ payable by the Developer to the concerned authorities. The Society shall have no claim on refundable deposits which are paid/ payable by the Developer to the concerned authorities. If any such deposits are refunded to the Society, the same shall be paid-over by the Society to the Developer without any demur within 15 (fifteen) days of the amounts being credited into the Society's account.
- 11.14. The Developer shall bear and pay from the Appointed Date until issuance of the Occupation Certificate and notice offering handover of the Members' New Shops/ Members' New Offices and the Members' New Flats as per this Agreement, , including but not limited to, all municipal taxes, property tax, land revenue, water and sewerage charges, electricity and service charges, construction infrastructure charges, premiums for FSI/TDR/fungible FSI, environmental, fire, lift and other statutory approval fees, insurance, site security and any other statutory or project-related charges, without recourse to the Society or its Members. The Developer shall comply with and adhere to all provisions of law as regards the workmen employed/ engaged in the Project, obtaining necessary insurance and shall solely be liable and responsible for all the liabilities in respect of claims by any workmen/ persons so employed/ engaged in the construction work.
- 11.15. The Developer shall take complete necessary insurance for all the workmen employed/engaged in construction work under the Workmen's Compensation Act, 1923 if required by Applicable Laws and the Developer alone shall be responsible for all the liabilities in respect of the workmen so employed/ engaged in the construction work.
- 11.16. The Developer shall obtain third party insurance of sufficient value before commencing construction activity on the Property if required by Applicable Laws.
- 11.17. From the Appointed Date till receipt of last Notice-to-Occupy, the Developer shall alone be liable and responsible for any damages caused to any third party and/or to the properties of the adjoining owners and the Society/ Members shall not be liable and/or responsible for the same.
- 11.18. The Developer shall be responsible for any liability under ESIS, Provident fund, Workmen's Compensation Act and all other statutory liabilities relating to redevelopment of this Project, as per this Agreement.
- 11.19. The Developer shall pay and discharge duly and punctually all the liabilities to the

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building contractors, labour, material suppliers, workmen and other employees for the purpose of redevelopment work.

- 11.20. The Developer is entitled, at their own risk and costs, on a principal-to-principal basis, to avail of loans including credit facilities, construction finance, etc., from banks, financial and credit institutions and/or any other persons, for the Redevelopment of the Property, and to create any mortgage, charge and/or other security interest in respect of its rights and entitlements under this Agreement including development rights and/ or in respect of the saleable area/FSI out of the Developer's rights, sold or unsold premises, receivables, etc., provided that the Developer shall not create any mortgage, charge or other security interest in respect of the Plot, the Members' Old Premises, Members' New Premises or the Secured Premises (to the extent provided herein). The construction finance so raised shall be utilized by the Developer for the Project alone. For the aforesaid purposes, the Developer shall be at liberty to execute all agreements, documents and writings, provided that the Developer shall be the principal debtor and they shall solely be liable and responsible to repay such loans with interest, costs, charges and expenses thereon. The Society hereby grants/ shall be deemed to have granted its consent and NOC to the Developer for raising construction finance/ loans/ credit facilities and to create any mortgage, charge and/or other security interest in respect of Developer's rights and entitlements herein and/or in the Developer's Premises (save and except Secured Premises) and the Society hereby acknowledges that the banks/ financial institutions/ lenders shall rely on the aforesaid to transact with the Developer and to release loans/ credit facilities/ finance to the Developer. The Society and the Members shall not be liable or responsible in any manner howsoever for any such loans or credit facilities availed of by the Developer and/or for any default on the part of the Developer, and any such credit facility/ loan taken by the Developer (or default by the Developer in repayment of the same) shall have no bearing whatsoever on the Members' New Premises or the Secured Premises. Under no circumstances shall the Developer create a charge over the Plot and the Members' New Premises, the Secured Premises (to the extent stated herein), and the Developer shall keep the same free of all encumbrances. The Society further undertakes to execute such writings as may be required by the proposed lender in their format within 15 (fifteen) working days of the Developer requesting the same from the Society.
- 11.21. The Society and/or its Members shall not cause any obstruction or hindrance to the construction/ development work, and the Society/Members shall not claim or demand any additional consideration/amounts by whatever name called for any reason whatsoever from the Developer other those that provided in this Agreement.
- 11.22. While all permissions, approvals and sanctions of the concerned authorities pertaining to the New Building are available online, certified copies of any such documents in physical form as may have been obtained by the Developer will be handed over by the Developer within 12 (twelve) months of the receipt of the full Occupation Certificate of the New Building.
- 11.23. From the date hereof, the Developer shall be entitled to put up its board upon the Property, but subject to the provisions of applicable law.
- 11.24. The Society or the Society's PMC shall not hinder, interfere with or restrict the

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Developer whether during or after the completion of the Redevelopment, from entering upon, holding, possessing, occupying and enjoying Developer's Premises and Developer's Car-Parking Spaces.

- 11.25. The Society's Managing Committee members shall, after issuing prior notice, visit the site subject to adherence of all site rules regarding safety.
- 11.26. The Society (for itself and all its Members) and the Developer agree and undertake to comply with all their obligations without any delay or default, and on a time bound basis. Accordingly, it is agreed and clarified that unless any other time period is specified in this Agreement, when any consent is required to be given by the Society to the Developer or to be issued by the Society's PMC, the Society shall provide such confirmation or consent or communicate its disapproval (as the case may be) not later than the date that the Society is required to provide the same (if no time is specifically provided within 7 (seven) working days from the date of receiving communication in writing from the Developer), failing which such confirmation or consent shall be deemed to have been granted.
- 11.27. To prevent delays and avoid disputes, the Developer shall deal only with the Managing Committee of the Society in all matters concerning the Redevelopment of the Property as per the terms and provisions of this Agreement, and the Developer is not required to deal with or entertain any Members independently.
- 11.28. On completion of the New Building, the Society shall comply with and ensure compliance of all rules and regulations pertaining to the use, operation, upkeep and maintenance of all equipment and systems including fire-fighting, elevators, mechanized parking systems / hoists/lifts, water-pumps, electrical systems, safety/ security equipment, etc.

12. POWER OF ATTORNEY-

- 12.1. The Society has, on the execution hereof, executed in favour of the Developer a Power of Attorney inter-alia authorizing the Developer to do and execute all such acts, deeds and things as per this Agreement or as may be required by the Developer for commencing and completing the Redevelopment of the Property in terms of this Agreement including dealing with the concerned authorities and obtaining sanction/ approval of building plans (and amendments thereto) and for obtaining all permissions required for the Project. Notwithstanding the aforesaid, the Society agrees and undertakes to sign and execute such letters, applications, writings, plans, etc., that may be required by the Developer or by the concerned authorities in respect of the Redevelopment. The said Power of Attorney is not capable of being altered, revoked or terminated by the Society, and shall only lapse once all of the Developer's Premises have been sold, all the purchasers become member of the society and /or the developer become member of the society in respect of the unsold premises (if any) as per clause 10.11 thereafter, any powers which, by their nature, survive this Agreement shall remain with the Developer to be exercised as the Developer deems fit, subject to the terms of this Agreement.
- 12.2. All acts, deeds and things done by the Developer by virtue of the Power of Attorney shall be at the risk and costs of the Developer. The Developer shall carry out only

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lawful acts pursuant to the Power of Attorney and the Developer hereby indemnifies and save harmless and shall keep indemnified and harmless the Society and Members jointly and severally against all actions, costs, claims, damages, fines, litigation, penalties, prosecutions or proceedings that they or any of them may face due to any act or omission or commission of the Developer relating to redevelopment.

13. **THE SOCIETY'S PMC-**

- 13.1. The Society's PMC shall guide/ advise the Society in the matters pertaining to the construction work and adherence to the time schedule of this Agreement and adherence to the plans approved by the concerned Authority.
- 13.2. The Society's PMC shall not interfere with the designs and planning of the New Building/Project or seek any change in the Members' Internal Amenities/ Common Amenities or Specification. While the Society's PMC is entitled to carry out measurements as per this Agreement and advice the Society on the general construction activity, the Society shall ensure that the Society's PMC does not interfere with or cause delay in the construction activity.
- 13.3. The Society and the Society's PMC are aware that they can freely access the website of the concerned Authority for details and copies of all plans and permissions approved by the concerned Authority in respect of the New Building.
- 13.4. If the Developer requires the Society's PMC to provide any letters, writings, clarifications etc., in respect of the Redevelopment and if no time period is specified in this Agreement to do so, the Society shall ensure that the Society's PMC shall provide the same within seven days of the Developer's request to the Society.

14. **PROCESS FOR HANDING OVER THE PROPERTY TO THE DEVELOPER-**

- 14.1. On the registration of this Agreement, the Developer shall issue the Notice-To-Vacate, calling for the entire Property to be vacated and handed over to the Developer for purposes of Redevelopment. The Developer shall specify in such Notice-To-Vacate the date by which all of the Members' Old Premises and the entire Property, duly vacated, should be handed over to the Developer for the purposes of Redevelopment, and such date shall be 30 (thirty) days from the date of the Notice-to-Vacate (the "**Specified Date**");
- 14.2. The Society shall, within 10 (ten) days of the receipt of such Notice-to-Vacate, obtain and hand over to the Developer letter(s)/ writings executed by all the Members/ occupants confirming that all Members/ occupants shall vacate their Members' Old Premises with their families/ occupants and furniture/ paraphernalia and hand over to the Developer, by the Specified Date, the Members' Old Premises for the purposes of Re-development. In respect of those of the Members' Old Premises that have been licensed, the Society and the concerned Members shall be responsible to get the same vacated within 15 (fifteen) days from the date of the Notice-To-Vacate and furnish to the Developer writings evidencing the same. In respect of those of the Members' Old Premises that have been mortgaged, the Society and the concerned Members shall be responsible to get No Objection/ No-dues Certificates

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from the concerned banks/ financial institutions/ creditors about the Redevelopment Project and obtain from them a No-Objection Certificate within 15 (fifteen) days of the Notice-To-Vacate being issued by the Developer to the Society, and furnish to the Developer writings evidencing the same. In the event any of the Members/ occupants fail to provide the aforesaid confirmation letters/ writings and/or dissents/ fails/ refuses to vacate and handover any of the Members' Old Premises, then the Developer shall be entitled to take the required legal action as the Developer may deem fit at its sole discretion so as to get the Property vacated in order to proceed with the Redevelopment as envisaged under this Agreement.

14.3. It is confirmed that the actual date that the Developer is handed over the entire Property, duly vacated by all Members/ occupants, for purposes of Redevelopment, be it before or after the Specified Date- shall be the "**Appointed Date**".

14.4. On the Appointed Date, the Developer shall handover to the Society, the following cheques for the distribution amongst the Members-

14.4.1. Cheques drawn in favour of each of the Members towards the second tranche of the Hardship Compensation, as per Clause 9.1.2. hereof;

14.4.2. Cheques drawn in favour of each of the Members towards the Displacement Compensation as per Clause 9.2. hereof;

15. PROCESS FOR HAND-OVER OF MEMBERS' NEW PREMISES-

15.1. **Possession of Commercial Premises with Part OC.** In respect of the Members' New Shops and the Members' New Offices, if the Developer opts to hand over possession of the Members' New Shops and the Members' New Offices on receipt of the Part Occupation Certificate (which is agreed by the Society), in such an event-

15.1.1. on the Developer applying for the part Occupation Certificate, the Developer shall inform the same to the Society, and the Society's PMC and/ or the Managing Committee and the Developer's Architect/ Engineer will undertake a joint inspection of the Members' New Shops and the Members' New Offices to check for defects. Any remediation work shall be decided by the Society's PMC with the Developer's Architect/Engineer and carried out by the Developer within fifteen days of the Developer handing over possession of the Members' New Shops and Members' New Offices;

15.1.2. The Developer shall, on completion of the obligations mentioned in Clauses 15.1.2.1. and 15.1.2.2. below (herein referred to as the "**Developer's Commercial Completion Obligations**"), shall issue to the Society (for itself and on behalf of Members), the Notice-To-Occupy Commercial Premises offering possession of the Members' New Shops/ Members' New Office and Members' New Car-Parking Spaces-

15.1.2.1. the part Occupation Certificate in respect of the Members' New Shops and Members' New Offices has been obtained from the concerned Authority, and

15.1.2.2. the Members' New Shops with Members' Internal Amenities as

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listed in "Annexure-J", 'Part-2' and Members' New Offices with all Members' Internal Amenities as listed in "Annexure-J", 'Part-3' have been completed in accordance with this Agreement.

15.1.3. On issuance of the Notice-To-Occupy Commercial Premises in respect of the Members' New Shops and the Members' New Offices, all cheques lying with the concerned members towards Rental Compensation towards Members' Old Shops and/ or the Members' Old Offices for the period beyond the 15-day notice shall be treated as cancelled, and the concerned members shall handover the cheques/ refund the balance amount beyond such 15-day notice (if cheques are encashed) to the Developer before taking possession of their Members' New Shops and the Members' New Offices. The Developer is not liable to pay the Rental Compensation towards Members' Old Shops and/or the Members' Old Offices beyond the aforesaid 15-day Notice-To-Occupy Commercial Premises. The concerned Members shall not be entitled to create any obstruction to the continuation of the Redevelopment work or raise any objection to the same;

15.1.4. The Society shall cause the Members who are entitled to the possession of their new shops and new offices, to take physical possession thereof and to sign appropriate letters and writings in terms of drafts prepared by the Developer confirming, inter alia, that they have received and taken peaceful and vacant possession of their respective new shops/offices and confirming the rights of the Developer as per this Agreement including the rights to continue the Redevelopment work without obstruction, and confirming the appointment of the Facilities Management Teams (*defined below*), and confirming all rules and regulations for the upkeep and maintenance of the New Building. Simultaneously with the compliance of the aforesaid and against such Members taking possession, the Developer will hand over the last tranche of the Hardship Compensation payable as per Clause 9.1.3. hereof after adjusting any amounts payable by the concerned Member to the Developer as per this Agreement. Simultaneously with the Developer issuing the Notice-To-Occupy Commercial Premises in respect of the Members' New Shops and the Members' New Offices, the Developer shall be freely entitled and at liberty to offer and deliver peaceful and vacant possession of all the Developer's Commercial Units to the respective allottees/ purchasers/ acquirers/ users thereof, and continue using/ granting use of/ hand over possession of the Developer's Commercial Units to the purchasers/ allottees/ licensees/ users thereof, and business therefrom can be commenced and carried out without any obstruction from the Society or any of its members.

15.2. **Possession of premises with full OC.** As regards the Members' New Flats (and also as regards the Members' New Shops and Members' New Offices, if the Developer decides to hand over possession on full Occupation Certificate)-

15.2.1. On applying for the full Occupation Certificate of the New Building, the Developer shall call upon the Society's PMC, Managing Committee and the Developer's Architect/Engineer to undertake a joint inspection of the Members 'New Flats (and the Members' New Shops/Members' New Office, if

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possession had not been previously handed over as aforesaid), to ascertain any defects. Any remediation work shall be decided by the Society's PMC with the Developer's Architect/Engineer and carried out by the Developer within fifteen days of the Developer handing over possession of the Members' New Flats.

15.2.2. On completion of the obligations mentioned in Clauses 15.2.2.1. and 15.2.2.2 hereof (herein referred to as the "**Developer's Residential Completion Obligations**"), the Developer shall issue to the Society (for itself and on behalf of Members), the Notice-To-Occupy Residential Flats offering possession of the Members' New Flats and Members' New Car-Parking Spaces -

15.2.2.1. the full Occupation Certificate of the New Building has been obtained from the concerned Authority, and

15.2.2.2. the Members' New Flats with all Members' Internal Amenities as listed in "Annexure-J", 'Part-1' have been completed and the Members' New Car-Parking Spaces have also been completed in accordance with this Agreement.

15.2.3. Within 15 (fifteen) days of the date of the Notice-To-Occupy -

15.2.3.1. the Society shall hand over to the Developer any uncashed cheques of Rental Compensation towards Members' Old Flats (and the Members' New Shops/Members' New Office, if possession had not been previously handed over as aforesaid) and collect from the Members (and hand over to the Developer) any uncashed cheques/ balance amounts of such Rental Compensation refundable to the Developer as per this Agreement;

15.2.3.2. The Society shall cause the Members who are entitled to the possession of their new premises, to take physical possession thereof, and to sign appropriate letters and writings in terms of drafts prepared by the Developer confirming, inter alia, that they have received and taken peaceful and vacant possession of their respective new premises, and confirming the rights of the Developer as per this Agreement and without obstruction. Simultaneously with the compliance of the aforesaid and against such Members taking possession, the Developer will hand over the last tranche of the Hardship Compensation payable as per Clause 9.1.3. hereof after adjusting any amounts payable by the concerned Member to the Developer as per this Agreement.

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

16. CONTINUING WORKS OF IMPROVEMENTS-

16.1. The Society/ Members are aware that on receipt of the Occupation Certificate, the

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Developer will have to hand-hold the Society so as to ensure a smooth functioning of the elevators, pumps, common lights, switches, car-parking systems, gates, and other common amenities, and to ensure a seamless hand-over of the management of the same to the Society. The Society/ Members are also aware that after receipt of the full Occupation Certificate, there will be continuing works of improvements and beautification to be done so as to enhance the aesthetics of the New Building and the common areas and facilities (whether by way of landscaping, green areas, ornamental plants, lobby improvements, furniture, etc.). The Society/ Members are also aware that the interior works to the Developer's Flats and the Developer's Commercial Units will continue beyond the full Occupation Certificate. The Society/ Members shall not obstruct such work being carried out, it being understood and agreed that (i) once the Developer has obtained the part Occupation Certificate, and has fulfilled the Developer's Commercial Completion Obligations, the Developer is entitled to serve the Notice-To-Occupy Commercial Premises to the Society and shall only be liable to pay the Rental Compensation towards the Members' New Shops/ Members' New Offices upto the end of such Notice, (ii) if the Developer opts to hand over possession of all premises of the Members on receipt of the full Occupation Certificate, once the Developer has fulfilled the Developer's Residential Completion Obligations and Developer's Commercial Completion Obligations, the Developer is entitled to serve the Notice-To-Occupy Residential Flats and Notice-To-Occupy Commercial Premises to the Society and shall only be liable to pay the Rental Compensation towards the Members' New Flats/ New Offices/New Shops upto the end of such Notice.

17. **MANAGEMENT OF THE NEW BUILDING, CORPUS & MAINTENANCE CONTRIBUTION -**

17.1. The Developer will be establishing high standards of design, execution, provision of common amenities, etc., in respect of the Project. The Developer and the Society have agreed that on completion of the Project, the New Building and the common areas and facilities will have to be well maintained so as to retain its value over the years. This would also be beneficial to Society members since they would be able to achieve higher values of their premises should they desire to sell the same in future. The Society and the Developer have accordingly agreed to the below mentioned measures-

17.1.1. **Facilities Management.** The Developer has informed the Society that the Developer shall be establishing high standards for the management, operations and maintenance of the Project in the course of execution and after completion of the Project. Accordingly, it is agreed that the Society shall appoint a facilities management team of high service standards. The Society shall appoint one amongst the 3 (three) names of such Facilities Management Teams as recommended by the Developer, for the purposes of management, operations and maintenance of the Project and the common areas and common facilities ("**Facilities Management Teams**"). and the Society shall continue such arrangements for at least three years from the date of the full Occupation Certificate, and enter into related agreements with the Facilities Management Teams. The Society shall pass such resolutions to put in place such an entity. Further, the Society shall ensure that the annual

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maintenance contracts shall be signed with the original equipment manufacturers or their authorized maintenance personnel.

17.1.2. **Corpus.** Each purchaser/ allottee of the Developer's Premises shall deposit with the Society a proportionate amount for equalizing the fund contributions/deposits lying to the credit of the present Members in the Society's accounts as on Appointed Date ("**Corpus**" and "**Corpus Contribution**"). In this regard, the Society shall, on the Appointed Date, address a letter to the Developer specifying the fund contributions/deposit lying to the credit of current Members (with accounts) and the proportionate Corpus Contribution to be made by the purchasers/ allottees of the Developer's Flats and the Developer's Commercial Units on the basis of a rate per square foot thereof, so as to enable the Developer to inform each purchaser/ allottee of their proportionate Corpus Contribution as aforesaid. The Society shall not utilize/ distribute such funds.

17.1.3. The Developer shall not be responsible for the collection/ payment of the proportionate Corpus Contribution in respect of the Developer's Flats and the Developer's Commercial Units if the Society does not inform the Developer in a timely manner of the details of the funds of the Society (with accounts) and the proportionate Corpus Contribution to be made by the purchasers/ allottees of Developer's Flats and the Developer's Commercial Units. Within seven days of the Developer applying for the part Occupation Certificate, the Society will furnish to the Developer and audited statement to confirm the accuracy of the funds then lying with the Society. Similarly, within seven days of the Developer applying for the full Occupation Certificate, the Society will furnish to the Developer and audited statement to confirm the accuracy of the funds then lying with the Society. The aforesaid is to ensure that the Corpus Contribution to be paid by the purchasers/ allottees of Developer's Flats and the Developer's Commercial Units is proportionate to the funds lying with the Society. Such proportionate Corpus Contribution per flat/shop/office shall be paid on the Society admitting the concerned purchaser/ allottee (or admitting the Developer as a member if the Developer opts for membership) to the membership of the Society and issuing and handing over the requisite shares/ share certificate in the name of such purchaser/allottee or Developer, as the case may be. The corpus amount/ funds lying with the Society and the Corpus Contribution by purchasers/ allottees/ Developer shall be retained by the Society and shall not be distributed amongst any of the members (including the present members).

18. FORCE MAJEURE -

18.1. It is agreed that the time for completion of the New Building and for obtaining the full Occupation Certificate thereof shall be subject to Force Majeure. The term "**Force Majeure**" wherever used in this Agreement shall mean any event or circumstance or combination of events or circumstances as specified below that affects the Developer in the performance of its obligations in accordance with the terms of this Agreement and includes:

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- 18.1.1. acts of God including earthquakes, floods, inundations, landslide, storm, tempest, hurricane, cyclone, lightning, epidemic, pandemic, endemic, declaration of lockdown or containment zone by the authorities, and the resultant effects causing restrictions on movement of workmen or material, or delays due to restricted/ reduced functioning of the concerned authorities directly or indirectly restraining the Developer to continue with the construction work of the New Building;
- 18.1.2. any Notice, Order, Rule, Notification of the Government and/or other Public or Competent authorities, order, injunction, or decree or judgement of any Court staying or curtailing construction activities or the working-hours or restricting the Redevelopment, which Notice, Order, Rule or Notification or injunction, or decree or judgement is not issued by reason of an act of commission or omission on the part of the Developer directly or indirectly restraining the Developer to carry out the construction of the New Building;
- 18.1.3. acts of terrorism, war, hostilities (whether declared or not), invasion, rebellion, riots, affecting the region of the Plot;
- 18.1.4. any restriction on movement of material imposed by authorities, or any shortage of workmen or shortage or disruption in supply of material due to Force Majeure reasons;
- 18.1.5. any delays in issuance of permissions by the concerned authorities due to Force Majeure reasons;
- 18.2. The Developer will notify the Society of the occurrence of a Force Majeure event setting out the nature of the same and the Developer will notify the Society when such event ceases and the Project can resume its normal course. If the Developer fails to inform the Society in writing in timely manner, the Developer shall not be entitled to claim Force Majeure at later date in the event of any delays or obstructions.
- 18.3. Notwithstanding anything to the contrary, if any Force Majeure conditions occur, time for compliance of the Developer's obligations shall stand extended and the Developer shall continue paying the Rental Compensation at the rate as provided for in this Agreement without enhancements. For the duration of the Force Majeure event or circumstance, the Developer shall not be liable to bear or pay any interest or penalties or liquidated damages or any other amounts, charges, liabilities, etc.

19. COMPLETION PERIOD-

- 19.1. The Developer shall complete the Developer's Completion Obligations within 36 (thirty six) months of the Appointed Date subject to Force Majeure or obstruction caused by any of the Members, and if the same is not so completed, the Developer shall have a grace period of 6 (six) months (subject to Force Majeure or obstruction caused by any of the Members) to comply with the same, during which the Rental Compensation payable towards Members' New Flats shall continue to be paid as stated above in Clause 9.2.1.
- 19.2. If the Developer has not completed the Developer's Completion Obligations within the agreed grace period (subject to Force Majeure or obstruction caused by any of

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the Members), the Society shall be entitled to step-in to complete the construction of the New Building and obtain the full Occupation Certificate in respect thereof (which Step-In Rights are defined and detailed below).

19.3. It is agreed that if the delay is due to Force Majeure or obstruction caused by any of the Members resulting in delay/ stoppage of work, the period during which the Force Majeure exists or the obstruction by any Member exists shall be excluded in computing the aforesaid period of completion.

20. SECURITY FOR COMPLETION.

20.1. As security to ensure due performance of this Agreement and completion by the Developer of the Member's New Premises with Members' Internal Amenities within the aforesaid Completion Period, the Developer shall before the issuing Notice-to-Vacate, provide the Society as security, 2(two) commercial premises of the Developer in the New Building, for which the Developer has obtained IOD, bearing Unit Nos. 104 and 105 on first floor, admeasuring in the aggregate 1892 square feet carpet area (or such residential premises of similar area substituted by the Developer as stated below) (collectively, the "**Secured Premises**"), to be dealt with in the event the Society exercises Step-In Rights as detailed below.]

20.2. **Release of the Secured Premises.** The Parties agree to the release of the Society's charge/ rights over such of the aforesaid premises out of the Secured Premises on completion of the Redevelopment milestones stated below-

20.2.1. On completion of the RCC work of the New Building, one of the Secured Premises admeasuring at least 1,400 square feet carpet area shall stand ipso facto and automatically (without any act on part of the Parties hereto) stand released in favour of the Developer and the Developer shall be entitled to deal with the same as it deems fit;

20.2.2. upon the Developer applying for the Full Occupation Certificate of the New Building to the Planning Authority, the balance of the Secured Premises shall stand ipso facto and automatically (without any act on part of the Parties hereto) released in favour of the Developer and the Developer shall be entitled to deal with the same as it deems fit.

20.3. **Substitution of Secured Premises.** At any time prior to the application of the Full Occupation Certificate, the Secured Premises earmarked as such by the Developer can be substituted by the Developer with unsold/ unencumbered flats having equivalent aggregate area of the identified commercial Secured Premises as stated above. On such substitution, the charge of the Society over the previously identified/ reserved premises shall automatically (without any act on part of the Parties hereto) stand released, and the Developer shall be entitled to deal with the same as it deems fit. In the event of such substitution by way of unsold/ unencumbered flats having equivalent aggregate area of the identified commercial Secured Premises (but which may require 3 flats so as to make up the said equivalent aggregate area of 1892 square feet), the milestones for release of such substituted Secured Premises shall be as follows (and accordingly, these provisions shall override Clauses 20.2.1. and 20.2.2. above): - (i) on completion of the plinth of the New Building, one of

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the flats forming part of the substituted Secured Premises shall stand ipso facto and automatically (without any act on part of the Parties hereto) released in favour of the Developer and the Developer shall be entitled to deal with the same as it deems fit, (ii) on casting of the terrace flat of the New Building, the second flat forming part of the substituted Secured Premises shall stand ipso facto and automatically (without any act on part of the Parties hereto) released in favour of the Developer and the Developer shall be entitled to deal with the same as it deems fit, (iii) upon the Developer applying for the Full Occupation Certificate of the New Building to the Planning Authority, the balance Secured Premises shall stand ipso facto and automatically (without any act on part of the Parties hereto) released in favour of the Developer and the Developer shall be entitled to deal with the same as it deems fit.

20.4. If the Developer fails to obtain the full Occupation Certificate of the New Building as per the terms of this Agreement by expiry of 36 months of the Appointed Date and thereafter an grace period of 6 months (subject to Force Majeure or obstruction by any Members leading to stoppage or delay of work), or if the Developer fails to pay the Rental Compensation (as applicable) as per this Agreement, the Society shall write to the Developer pointing out the default/ delay of the Developer and calling upon the Developer to take appropriate steps to make good the same and to show cause within 60 (sixty) days of receipt of the notice as to why the Society should not exercise the Step-in Rights mentioned below.

20.5. In the event the Developer does not take appropriate steps to rectify the delay/ default within 60 (sixty) days of receipt of Show Cause Notice as mentioned above, the Society shall then have the right to step-in (as detailed below) and complete the construction of the Members' New Premises in the said New Building and obtain the Occupation Certificate ("**Step-In Rights**"). It is understood and agreed that in the event of the Society exercising its Step-In Rights, the rights of the Developer to the Developer's Flats, the Developer's Commercial Units and the Developer's Car-Parking Spaces shall remain unchanged.

20.6. As regards the Step-in Rights-

20.6.1. The Project Architect shall prepare a report inter-alia estimating the pending construction work, timelines and estimated costs/ expense to complete the New Building and to pay the applicable Rental Compensation till such period of completion, following which the Society is entitled to sell the Secured Premises subject to the Developer having the first right of refusal to take over the said Secured Premises.

20.6.1.1. With regard to the sale of the Secured Premises, the Society agrees to provide the Developer with a written notice of 15 (fifteen) days with respect to the offer received by the Society from the prospective buyer/ purchaser which the Society deems fit and appropriate to consider for sale of the Secured Premises. The Developer shall have 10 (ten) working days from the date of receipt of the Society's notice to respond in writing confirming its intention to take

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over the Secured Premises at a same price offered by the prospective buyer/ purchaser. If the Society has not received a written response by the end of said 10 (ten) working days period or if the Developer declines to accept Society's offer which the Developer shall reject, in writing, as unacceptable, then the Society shall thereafter be free to sell the Secured Premises at the same price or such higher price in the market on such terms and conditions as Society shall determine without any further obligation to offer the same to the Developer. It is further clarified that in the event the Developer confirms the taking over of the Secured Premises then the Developer shall be bound to make the payment of the entire consideration for the Secured Premises within a period of thirty days from the date of such confirmation made to the Society, failing which the right of first refusal granted to the Developer for the Secured Premises under this Clause shall stand revoked and terminated and the Society shall be entitled to proceed with the sale as aforesaid.

20.6.1.2. The amount realized from the sale proceeds of the Secured Premises shall be deposited by the Society into a separate bank account and shall be utilized by the Society towards the payment of the Rental Compensation, to Members and to complete the construction of the Members' New Premises and Secured Premises with all the Members' Amenities and to complete the items mentioned in the Developer's Completion Obligations (to the extent possible) and Secured Premises in the said New Building and obtain the part occupation certificate in respect thereof, for which the Society shall be entitled to appoint its own contractors and Architects. The Society shall undertake the expenses based on Project Architect's report. The Society shall render accounts to the Developer in respect of the expenses incurred. On receipt of the part occupation certificate as above, the balance amount, if any, in such account of the Society shall be refunded to the Developer.

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

20.6.1.4. On applying for the part Occupation Certificate from the BMC, the Society shall cease to have any Step-In Rights or rights to the Secured Premises mentioned herein, and the Developer be entitled to complete the Developer's Premises.

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21. DELAY OR DEFAULT BY MEMBERS-

- 21.1. If any of the Members fail to hand over to the Developer, on or before the Specified Date, full and complete vacant possession of any of the Members' Old Premises, then such Member in default shall be liable to pay and shall pay to the Developer, as penalty, a sum calculated at the rate of Rs.1,00,000/- (Rupees One Lakh) per day for the period of the first 7 days commencing from the Specified Date, and thereafter at the rate of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand) per day beyond the expiry of the aforesaid period of 7 days computed from the Specified Date till the time such Member in default actually vacates and hands over vacant possession thereof to the Developer, and the amount so calculated shall be adjusted against the Hardship Compensation/ Displacement Compensation and/or any amounts payable to such Member in pursuance of this Agreement. Besides, and notwithstanding anything contained in this Agreement, the Developer shall not be held to be in breach, and time for completion of the Project as stated in this Agreement shall stand extended to the extent of such delay and the Developer shall not be liable to pay any penalty for such delay.
- 21.2. In the event any of the Members hinder, interfere with, restrict or obstruct the Re-development of the Property, or any third-party/ person claiming through the concerned Member, puts forward any claim which results in a delay or stoppage of work, or the Member fails to execute and register the PAAA before the Appointed Date, the concerned Member shall be liable to pay the penalties mentioned above, i.e., Rs.100,000/- (Rupees One Lakh) per day for the period of the first 7 days and thereafter at the rate of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand) per day beyond the expiry of the aforesaid period of 7 days, till such hinderance/ obstruction/ restriction is removed/abated, and notwithstanding anything contained in this Agreement, the Developer shall not be held to be in breach, and time for completion of the Project as stated in this Agreement shall stand extended to the extent of such delay and the Developer shall not be liable to pay any penalty for such delayed period of time.
- 21.3. The aforesaid is without prejudice to the rights of the Developer and the Developer is entitled to take legal proceedings as they deem fit including without limitation a right to claims for damages, interest on payments made, costs incurred, etc. against the concerned Member.
- 21.4. It is agreed that the pecuniary penalties are agreed upon considering the considerable time and expertise put by the Developer towards the Project and the crores of Rupees that they are and will be expending towards the Project and the losses and loss of opportunity that the Developer will have to bear on account of any delay or default caused by any Members.
- 21.5. If any amounts due to the Developer by any Member are not sufficient to cover the penalties/ amounts due by such Member, the Developer is entitled to withhold the possession of the new flat/ shop/ office of such Member in default till recovery of all dues.

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22. **CONDITIONS FOR SALE/ TRANSFER OF MEMBERS' OLD OR NEW PREMISES-**

- 22.1. Till receipt of the Commencement Certificate of the New Building, if any of the Members desire selling any of the Members' Old Flats, Members' Old Shops, the Members' Old Offices, or their shares or rights and entitlements under this Agreement to any person (other than the existing Member of the Society), the concerned Member shall offer the same to the Developer at the same rate/ price and terms offered by a third-party with whom such Member has negotiated and the Developer shall have 12 (twelve) working days to decide on whether to purchase the same or not, and if no agreement is reached by the Developer with such Member within 12 (twelve) working days of such offer, the concerned Member is entitled to sell the same to a third party at the same rate or a higher rate. In the event the Developer or its nominees purchase any of the Members' Old Premises/ Members' New Premises at any time from the date hereof to the date of the full Occupation Certificate, the Developer is entitled to take such area of such purchased premises into the floors comprising of the Developer's Commercial Units or above the floors of the Members' New Flats and either merge the same with the Developer's Commercial Units or Developer's Flats, as the case may be, or sell/ have the same sold as a member of the Society. The Society and the Members have factored in the aforesaid whilst negotiating on and agreeing to the terms mentioned in this Agreement. This shall not apply to sales made to Existing Members.
- 22.2. Subject to the aforesaid, in the case of sale or transfer in any other manner of any of the Members' Old Premises, or their shares or rights and entitlements under this Agreement to a third party, the concerned Member and the intending transferees shall simultaneously with the completion of the sale of the Member's rights under this Agreement execute(s) and register(s) and hand over to the Society and the Developer a Deed of Adherence of the form and content provided by the Developer thereby agreeing to abide by and comply with all the obligations of the transferor-member under this Agreement without any demur, and the Society shall be entitled to record the transfer in its records and on the share certificate only thereafter. A specimen of the Deed of Adherence is annexed hereto and marked "**Annexure-M**" (and the format thereof is subject to relevant changes/ updates as may be required).
- 22.3. Any further writings required by the Society to secure the rights of the Society and/or the Developer and/or the other members shall be given by the concerned member or by the transferee(s) without any demur.
- 22.4. This Agreement shall be binding on the new purchaser(s)/ transferee(s) to all intents and purposes and such purchaser(s)/ transferee(s) alone shall be entitled to the new premises and to the concerned member's share of the consideration/ amounts or the balance thereof or any other benefits as per this Agreement.
- 22.5. The member(s) who sell(s)/ transfer(s) his/her premises or shares shall cease to have any rights to the new flat or to receive any monies as per this Agreement or generally to any benefits or rights under this Agreement from the date of such transfer.

Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited			For M/s. Mayfair Housing
			
Chairman	Secretary	M.C. Member	Auth. Signatory/Partner

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

23. TAXES, UTILITY BILLS, OUTGOINGS AND DUES-

23.1. All dues including monthly outgoings, duties, and taxes of and related to the Members' Old Premises shall be paid by the Members and all dues including property taxes, water bills, N.A. taxes, and all other taxes and duties in respect of the said Property shall be borne and paid by the Society for the entire period up to the Appointed Date and if not paid, shall be adjusted from the amounts due to the Society/ Members under this Agreement. From the Appointed Date, the Developer shall pay the taxes (including but not limited to LUC tax), duties and dues up to the date of completion of the construction of the New Building, provided however that maintenance charges as billed by the Developer and outgoings, taxes, duties and dues including charges of the Facilities Management Teams/ house-keeping personnel proportionate to their respective Members' New Premises, shall be payable by the concerned Members (whether or not Members take possession of the Members' New Premises), (i) from the expiry of the period of the Notice-To-Occupy Commercial Premises as per the terms of this Agreement, (ii) from the expiry of the period of the Notice-To-Occupy Residential Flats as per the terms of this Agreement. The Society is responsible to ensure that all Members make timely payment of their respective outgoings/ maintenance charges/ dues/ taxes. The Developer in respect of the unsold Developer's Premises shall be liable to pay the outgoings/ maintenance charges/ taxes, duties and dues from the date of the full Occupation Certificate of the New Building, while the unit-purchasers shall be liable to pay the outgoings, duties and dues from the date of the Developer putting them in possession of their units. Billings by the Society shall be as per bye-law 67 of the Model bye-laws 2014.

24. INCOME TAX/ TDS/GST

- 24.1. It is agreed that if TDS is required to be deducted from the amounts payable by the Developer to the Members/ Society under the terms of this Agreement, the same shall be deducted at the applicable rate.
- 24.2. Any income tax payable in respect of the amounts paid by the Developer to the Society/ Members under this Agreement shall be the responsibility of the Society/individual members alone, and the Developer shall not be responsible/liable for the same in any manner whatsoever.
- 24.3. In the event any income tax/ capital gains tax is payable by the Society/ the Members by virtue of this Agreement at any time in future, the Society and/or the Members (or the heirs, executors, administrators, assigns and persons claiming through the Members herein) shall be liable to pay/ shall pay the same. Neither the Developer nor the purchasers/ allottees of the Developer's Premises (even after their admission to the membership of the Society) (or their heirs, executors, administrators, assigns and persons claiming through them) shall be liable to pay or be called upon to contribute towards the same. The Society has passed adequate resolutions for

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Initials of the Parties

<i>For Vishwa Kutir Co-operative Housing Society Limited</i>			<i>For M/s. Mayfair Housing</i>
 Chairman	 Secretary	 M.C. Member	 Auth. Signatory/Partner

the same at its Special General Body meeting held on 14th December 2025 and a copy thereof forms part of "Annexure-D" hereto.

25. Goods And Services Tax (GST), if any, payable in respect of the grant of development rights by the Society to the Developer and/or in respect of the Members' New Premises (upto the Free Area Entitlement), shall be borne and paid by the Developer alone. The GST and other taxes as applicable on Additional Area, or any further area if purchased by any Member, shall be borne and paid by such members. In the event of default by any Member as detailed in Clause 21 hereof, such concerned Member shall be liable to bear and pay the GST applicable in respect of the concerned Member's New Premises.

26. **DEFECTS LIABILITY-**

26.1. If any structural defect in the New Building is brought to the notice of the Developer within the Defects Liability Period, such defect/s shall be rectified by the Developer at its own costs, subject to the following-

26.1.1. If any structural defect (being any defects in the structure of the said New Building but excluding wear and tear, act of God or Force Majeure, defects due to minor changes / cracks, on account of variation of temperature / weather, normal wear and tear) is brought to the notice of the Developer within Defects Liability Period which defect is not attributable to any acts of the Members, then such defects shall be rectified by the Developer at their own costs and expenses.

26.1.2. Such defects should not be caused due to any renovations/ changes/ interior works carried out in the Members' New Flats/Members' New Shops/ Members' New Offices;

26.1.3. The Members are not entitled to shift/ change any plumbing lines and/or electricity lines or make any internal changes to the Members' New Flats/ Members' New Shops/ Members' New Offices that will be in deviation of the building plans sanctioned by the concerned authorities and/ or which may affect the Occupation Certificate issued by the BMC or lead to any action being taken by the concerned authorities against the Developer. Any damage caused to the common areas or adjoining flats/premises will be rectified by the concerned Members at their costs.

26.1.4. The Society is responsible to ensure that the elevators, pumps, parking systems and other equipment provided by the Developer is handled by trained personnel and that the same are handled with due care and caution and not misused and that annual maintenance contracts shall be signed with the original equipment manufacturers or their authorized maintenance personnel so as to ensure timely servicing and authorized maintenance and repairs. In case of electrical systems or plumbing systems, maintenance, repairs or servicing of the same shall only be done by qualified plumbers and electricians, and that all required licenses/ permissions (including B/1 Form, Lift Inspection Certificate, fire-department requirements, etc.) are kept valid/ updated.

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Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited			For M/s. Mayfair Housing
			
Chairman	Secretary	M.C. Member	Auth. Signatory/Partner

- 26.1.5. Defects liability shall not cover events of force majeure or regular wear and tear.
- 26.1.6. Warranties of equipment, appliances and electronic items shall be as per the standard warranties provided by the manufacturers/ service providers and accordingly any defect in such equipment, appliances and/or electronic items and/or in the installation thereof shall be rectified in accordance with the warranties provided by the manufacturers/authorized suppliers/ authorized service providers, and it is agreed that beyond the manufacturer warranties, annual maintenance contracts with the manufacturers/ authorized suppliers/authorized service providers shall be obtained (i) by the Members in respect of the equipment, appliances and/or electronic items installed in the Members' New Premises, and (ii) by the Society in respect of the equipment, appliances and/or electronic items installed in the New Building/ Project.
- 26.1.7. All natural materials including marble, granite, timber, aluminum, etc., contain veins and grains with tonal differences, and while the Developer shall pre select such materials for installations, their non-conformity, natural differences, tonal differences / variations at the time of installations will be unavoidable besides which discolouration, reductions in shine/sheen / etc., would take place over time, and the Members shall not claim defects for the aforesaid reasons.

27. TIME IS OF THE ESSENCE-

- 27.1. Time being of the essence of the contract, the Developer and the Society (for itself and for all its Members) shall strictly follow the schedules mentioned herein.
- 27.2. Any delay in the payment of any amounts by any party to the other parties will attract interest at the rate of 12% per annum without prejudice to other rights and remedies of the aggrieved party.
- 27.3. If there is a delay in any of the Members' Old Premises being handed over to the Developer or of the Property being handed over to the Developer or if any of the Members (or persons claiming through Members) cause any obstruction to the Project, the time limit for completion of the Project as stated in this Agreement shall stand extended to the extent of such delay and to such further days as determined therein without the Developer being liable for any penalties to the extent of the delayed time period only and the same shall be without prejudice to other rights of the Developer including rights as per this Agreement.

- 28. MODE OF PAYMENT TO MEMBERS-** Payments of all amounts due to the Members under this Agreement shall be by cheques drawn in favour of each member (in the name of the first named member in the Share Certificate or as directed by the Society in writing) or to both the persons in case of joint members and will be handed over by the Developer to the Society or to the Society's Advocates in discharge of their obligation of payment of the amounts stated in the cheques to the Members. It shall be the responsibility of the Society to hand over the payments to the Members as per this Agreement and obtain receipts thereof and hand over the same to the Developer.

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Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited			For M/s. Mayfair Housing
			
Chairman	Secretary	M.C. Member	Auth. Signatory/Partner

29. **MANAGING COMMITTEE DECISIONS SHALL BIND ALL MEMBERS-** As agreed, all decisions taken and documents executed by the Managing Committee of the Society shall be deemed to be for and on behalf of all Members and shall bind all Members of the Society (including persons claiming through members). Further, if any individual Member and the Developer agree to any change in area or location or orientation of such Members' New Flats/Members' New Shops/ Members' New Offices (which change is acceptable to the Developer) and if such change does not affect the area or floor or location of any of the other Members' New Premises, then notwithstanding anything contained in this Agreement, such change can be carried out by the Developer and the same shall be reflected in the PAAA of such individual Member alone.

30. **THE DEVELOPER'S REPRESENTATIONS & UNDERTAKINGS-**

30.1. The Developer represents as follows-

30.1.1. The Developers have the financial capability and the necessary experience to undertake redevelopment of the said Property;

30.1.2. The Developers are financially solvent and no bankruptcy or insolvency or winding up proceedings have been initiated against them or any of their partners;

30.1.3. The Society shall not be liable in respect of any indirect or consequential losses whatsoever, including loss of profit, business or opportunity during the process of redevelopment or even after the completion of the redevelopment of the said Property;

30.2. The Developer also represents that its partners are (i) Dr. Nayan A. Shah, (ii) Mrs. Anuradha Shah, and (iii) Mayfair Housing Pvt. Ltd.

30.3. The Developer agrees that it shall not assign, encumber and/or transfer the benefits of this Agreement nor any right or obligation hereunder to any person or persons. The existing partners are entitled inter se to alter their capital or profit-sharing ratio or induct any family members or family/group firms or companies as partners without requiring any consent of the Society provided that until completion of the Project, Dr. Nayan A. Shah and his family members shall continue to be partners of the firm and shall continue to hold majority share in the capital and profit-sharing ratio.

30.4. The Developer has authorized Dr. Nayan A. Shah (*Partner*) to sign and execute this Agreement and all other documents or writings as may be required for the Project. All decisions that will be taken by either of the aforesaid authorized signatories shall be binding to all intents and purposes on the Developer.

30.5. The Developer shall 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.

30.6. The Developer alone shall be responsible to the purchasers in the New Building for any breaches of the sale agreements with the purchaser/s or for any violation of the provisions of RERA.

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Initials of the Parties

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Chairman	Secretary	M.C. Member	Auth. Signatory/Partner



30.7. The Developer shall ensure that neither the Society nor any of its Members including members of its managing committee, are held liable in any manner whatsoever for breach or non-observance of any rules, regulations or statutes governing the construction activity including all laws relating to the employment of labour and their welfare.

31. INDEMNITY:

31.1. **By the Developer:** The Developer hereby indemnifies the Society and agrees to defend and hold them harmless and indemnified from time to time and at all times from, against and in respect of any and all claims, demands, suits, proceedings, that may be preferred or instituted by and government authority or any person, all damages, liabilities, costs, charges and expenses that they may suffer incur or face arising, whether directly or indirectly, out of or relating to (a) any failure and/ or breach and/ or misrepresentation of the covenants, obligations, responsibilities, representations and warranties provided under this Agreement and/ or (b) any breach or failure to comply with any of the terms and conditions of the Approvals and/ or any deviation from approved plans, and/ or (c) breach or failure to comply with the Applicable laws and/ or (d) any litigation with any purchaser of the Developer's Premises; and against all losses, damages, liabilities and costs, charges and expenses they may suffer, incur or face by reasons of any act, deeds or matter or things done or omitted to be done knowingly or unknowingly by the Developers in relation of the redevelopment as envisaged herein.

31.2. **By the Society:** The Society hereby indemnifies the Developer and agree to defend and hold them harmless and indemnified from, against and in respect of any and all damages, liabilities and costs, charges and expenses that the Developer may suffer, incur or face, arising whether directly or indirectly, out of or relating to any breach and/ or misrepresentation of the representations and warranties provided under this Agreement and further agree and undertake to indemnify and keep indemnified the Developer claiming by, through, under or in trust of the Developer of, from by and against any claims, demands, suits, proceedings, that mat be preferred or instituted by any person/s claiming by through, under or in trust of the Society and/ or third party with respect to the title of the Plot.

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

32. **REGISTRATION OF THIS AGREEMENT.** This Agreement shall be registered with the Sub-Registrar of Assurances. The parties shall attend the Office of the Sub-Registrar of Assurances and admit execution hereof. The Developer shall arrange for the registration of this Agreement and all documents executed in pursuance hereof.

33. STAMP DUTY/ REGISTRATION CHARGES/ INCIDENTAL COSTS.

33.1. The Developer shall bear and pay the stamp duty, registration charges and all incidental costs on this Agreement, the Power of Attorney and on all documents that may be executed in pursuance of this Agreement.

33.2. The Developer shall also pay the stamp duty, registration charges and all incidental costs on the Permanent Alternate Accommodation Agreements of the Members

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Initials of the Parties

<p>For Vishwa Kutir Co-operative Housing Society Limited</p>  Chairman	 Secretary	 M.C. Member	<p>For M/s. Mayfair Housing</p>  Auth. Signatory/Partner
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subject to the terms hereof. Stamp duty, registration charges on Additional Areas shall be borne and paid by the concerned members. If any member purchases additional area or changes the allocation of their new flats or there is a change of ownership/ membership after execution of this Agreement, stamp duty, registration charges and all incidental costs for such purchased area or on account of changes in the flat allocation or changes in the ownership/ membership shall be borne by such members alone.

34. **NAME OF THE NEW BUILDING.** Keeping in mind the marketing strategy of the Project, the Developer shall decide on the name of the New Building and inform the Society of the same.

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

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

*The Chairman or Hon. Secretary,
The Vishwa Kutir CHSL,
Shankar Ghanekar Marg,
Dadar (West), Mumbai 400 028
Email addresses: vishwachs@rediffmail.com*

If to the Developer-

*M/s. Mayfair Housing
1, Mayfair Meridian,
Near St. Blaise Church,
Caesar Road, Andheri (West),
Mumbai 400058
E-mail addresses- ramesh@mayfairhousing.com*

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

36. **DISPUTE RESOLUTION-**

36.1. In the event any dispute or difference arises between the Society (for itself and for and on behalf of its Members) and the Developer in the matter of interpretation or in respect of this Agreement, the Powers of Attorney and/or any related or incidental documents, and/or the implementation and/or interpretation of the terms, provisions and conditions hereof/thereof, a sole arbitrator shall be appointed by the Developer and the Society (for itself and for and on behalf of its Members) by the expiry of thirty (30) days of the said dispute/ difference. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendment or re-enactment thereof for the time being in force.

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Initials of the Parties

<p><i>For Vishwa Kutir Co-operative Housing Society Limited</i></p> <div style="display: flex; justify-content: space-around; align-items: center;">    </div> <div style="display: flex; justify-content: space-around; font-size: small;"> Chairman Secretary M.C. Member </div>	<p><i>For M/s. Mayfair Housing</i></p> <div style="text-align: center;">  </div> <p style="text-align: center; font-size: small;">Auth. Signatory/Partner</p>
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- 36.2. The seat and venue of the arbitration proceedings shall be at Mumbai and the language of the proceedings shall be English. This Agreement shall be governed by and construed in accordance with the laws of India.
- 36.3. The Arbitrator shall have summary powers and be entitled to give interim directions and awards from time to time. The costs of arbitration will be initially paid jointly by Society and the Developer in equal shares. The Arbitrator/s shall be entitled to determine by the award as to who will finally bear the cost and in what proportion. The award/s of the Arbitrator/s shall be reasoned and given in writing and shall be final and binding upon the Society (for itself, and for and on behalf of all its Members) and the Developer.
- 36.4. The Parties hereto agree that notwithstanding the arbitration proceedings, the Society or the Members will not interfere, restrict or obstruct the re-development work and/or the possession/occupation of the flats by the purchasers. it being understood and agreed that the construction/sale activity shall continue unobstructed.
37. **JURISDICTION**- Subject to the aforesaid, the Courts at Mumbai only shall have jurisdiction in respect of all matters whatsoever arising out of this Agreement.
38. **MEMBERS' DECLARATIONS**- The Society shall procure from the Members, before the Appointed Date, declarations confirming inter alia their representations in this Agreement.
39. **RERA**- The Developer shall strictly adhere to the provisions of RERA and agree that in the event of any complaint being filed or in the event any breach is caused of the provisions of RERA or the Rules thereunder (whether by way of delays in the Project, breaches of any of the terms of the agreements with the purchasers of any of the Developer's Premises, or otherwise howsoever), the Developer alone shall be liable for the same.
40. On completion of the Project, this Development Agreement shall otherwise come to an end subject to survival of the Developer's rights under this Agreement, which by their very nature survive this Agreement, including -
- 40.1. Rights of continuation of works of improvement and beautification to the Project and the common areas and facilities beyond the Occupation Certificate, and the obligation and undertaking of the Society and the Members not to obstruct the same (Clauses 3.6 and 16 hereof);
- 40.2. Rights over/ to the Developer's Flats and/or the Developers' Commercial Units, Private Terraces and the Developer's Car-Parking Spaces (including the absolute and unfettered rights to sell/allot the Developer's Premises under the provisions of RERA or any other applicable law, or to lease, grant license, or otherwise deal with the same, and without having to take any permission of the Society as also the rights to carry out of permit to be carried out interior works to all/ any of the Developer's Premises either by the Developer or by the allottees/ purchasers/ transferee/ licensees thereof) and the obligation of the Society to admit the purchasers of the Developer's Premises to the Society's membership and to issue the shares/ share certificates in respect of each such transfer (Clauses 3.6 and 10 hereof)
- 40.3. Rights of marketing & sales, of showcasing the building, of access by the Developer and its marketing personnel, channel partners and/or by prospective flat-purchasers

Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited			For M/s. Mayfair Housing
			
Chairman	Secretary	M.C. Member	Auth. Signatory/Partner

or owners/ societies of other plots for viewing the common areas (Clauses 3.6 hereof);

- 40.4. Responsibility of the Society to deal with any encumbrance/s and/or any claim/s or demand/s from any party in respect of the Plot (Clause 6 hereof)
- 40.5. Continuation of the Power of Attorney till completion of sales of all Developer's Premises (Clause 12 hereof);
- 40.6. Rights to continue with recovery of compensation from dissenting members who have caused delay to the Project (Clause 21 hereof);

41. **PARTIES' ADVOCATES-** In this transaction: -

- 41.1. The Fort Circle, Advocates & Solicitors, represents the Society and their fees and costs shall be borne and paid by the Society.
- 41.2. M/s. Precept Legal, Advocates, represent the Developer and their fees and costs shall be borne and paid by the Developer.

42. **CLOSING PROVISIONS-**

- 42.1. **No waiver of Rights.** Save and except as expressly provided in this Agreement, no failure to exercise, or delay in exercising any right or remedy provided by law or vested in any party under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.
- 42.2. **Amendment.** This Agreement may be modified or amended only by a writing duly executed by the Society and the Developer.
- 42.3. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law, and if the rights or obligations under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (c) in lieu of such illegal, invalid, or unenforceable provision, the Society and the Developer shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.
- 42.4. **Authority to Sign.** The parties hereto represent that the persons signing this Agreement have full and complete authority to do so on behalf of the respective Parties and execution hereof by the parties creates a legal and binding obligation on the respective Parties.

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For Vishwa Kutir Co-operative Housing Society Limited			For M/s. Mayfair Housing
			
Chairman	Secretary	M.C. Member	Auth. Signatory/Partner

42.5. **Permanent Account Numbers-**

- 42.5.1. The Permanent Account Numbers of the Society and of the Developer are listed in "Annexure-N" annexed hereto.
- 42.5.2. Photocopies of the PAN cards of the Society and of the Developer, are annexed hereto and marked "Annexure-O" collectively.
- 42.5.3. **Photocopies of Share Certificates.** Photocopies of the share certificates of the Members &/or other identifying documents of the Members are annexed hereto and marked "Annexure-P" collectively.
- 42.5.4. **Survival of Clauses-** Notwithstanding the expiry of this Agreement, clauses of this Agreement which by their very nature survive this Agreement shall survive.
- 42.5.5. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties in relation to its subject matter and contains all agreed terms and conditions for the Redevelopment of the said Property, and supersedes the tenders, offers, prior agreements/ understandings/ writings, whether oral or written, with respect to the Redevelopment of the Property.
- 42.5.6. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

THE SCHEDULE.

(Description of the Property)

Firstly *(Description of the Plot)-*

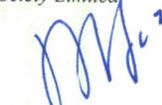
Freehold plot of land of bearing Final Plot No. 892, T.P.S IV of Mahim Division, Cadastral Survey No.1261 of Lower Parel Division, admeasuring 1,672.54 square meters, situated at Shankar Ghanekar Marg, Dadar (West), Mumbai 400 028, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bounded as follows: -

- On or towards the East - by plots bearing F.P. No. 889 and F.P. No.891;
- On or towards the North/North-east - by plots bearing F.P. No. 888;
- On or towards the West/North-west - by plots bearing F.P. No. 893 and F.P. No.887;
- On or towards the South - by Shankar Ghanekar Marg.

Secondly *(Description of the Old Building standing on the Plot)-*

- a. The building named "Vishwa Kutir" comprising of ground floor plus three upper floors and part of the fourth floor;
- b. Ancillary structures such as common toilets, pump-room.

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For Vishwa Kutir Co-operative Housing Society Limited			For M/s. Mayfair Housing
			
Chairman	Secretary	M.C. Member	Auth. Signatory/Partner

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

The Common Seal of)
 the within named "Society")
)
VISHWA KUTIR CO-OPERATIVE)
)
HOUSING SOCIETY LIMITED)
)
 has hereunto been affixed pursuant to the)
)
 resolution passed at its Special General)
)
 Body Meeting held on 14th December)
)
 2025 in the presence of)

Signatures

Thumb Impressions

Photographs

1) Mr. Vithoba Narayan Kalambe,
 Chairman



2) Mr. Deepak Narendra Thanekar,
 Secretary



3) Mr. Diwakar Vishwanath Sawant,
 MC Member



who, in token thereof, have hereunto)
 set and subscribed their respective)
 hands in the presence of the)
 following witnesses-)

1. _____
 (Signature & Name)

2. _____
 (Signature & Name)

Initials of the Parties

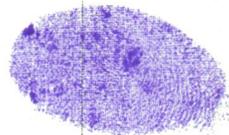
For Vishwa Kutir Co-operative Housing Society Limited			For M/s. Mayfair Housing
Chairman	Secretary	M.C. Member	Auth. Signatory/Partner

SIGNED SEALED AND DELIVERED by)
)
the within named "Developer")
)
M/s. MAYFAIR HOUSING by the hands)
of its Partner, Dr. Nayan A. Shah)
in the presence of)
)
the following witnesses-)
)

Signatures

Thumb Impressions

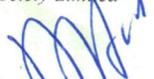
Photographs



1. _____
(Signature & Name)

2. _____
(Signature & Name)

Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited			For M/s. Mayfair Housing
			
Chairman	Secretary	M.C. Member	Auth. Signatory/Partner



Blue file

20

- नोंदणीचे प्रमाणपत्र :-

नोंदणी क्रमांक: सी ओ एम / डब्ल्युजीएन/एचएनजी] [टीसी] ४/४८७४ सन १९८९.९०

या प्रमाणपत्राद्वारे प्रमाणित करण्यांत येत आहे की,

विश्व कुटिराजी आपरेटिव्ह होटिंग सोसायटी लिमिटेड

प्लॉट क्रमांक ८९३, वेदपवाडी, शंकर घागोकर मार्ग

गोदाभे रोड [दक्षिण] दादर गुंबड ४०० ०२८.

ही संस्था महाराष्ट्र सहकारी संस्थांचे अधिनियम १९६० मधील (सन १९६१ चा महाराष्ट्र अधिनियम क्रमांक १०) अन्वये नोंदण्यांत आलेली आहे.

उपरोक्त अधिनियमाच्या कलम (१) अन्वये सहकारी संस्थेचे नियम १९६१ मधील कलम १० (१) अन्वये संस्थेचे वर्गीकरण गृह निर्माण संस्था असावे. संस्था असून उपवर्गीकरण माडेकर सहभागीदार संस्था आहे.

कार्यालयीन मोहोर:-



सही

[स. आर. राकडे]

पदा

उपनिबंधक
सहकारी संस्था जी/एन विभाग, पु. सं.

गुंथर
दिनांक

२० मे १९९०
१९९०

बचई - २

२०१४

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

VISHWA KUTIR COOP HSG
SOC LTD



10/05/1990
Permanent Account Number
AAABV0227E

Signature

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

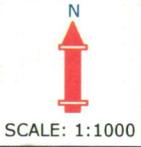
MAYFAIR HOUSING



10/05/1973
Permanent Account Number

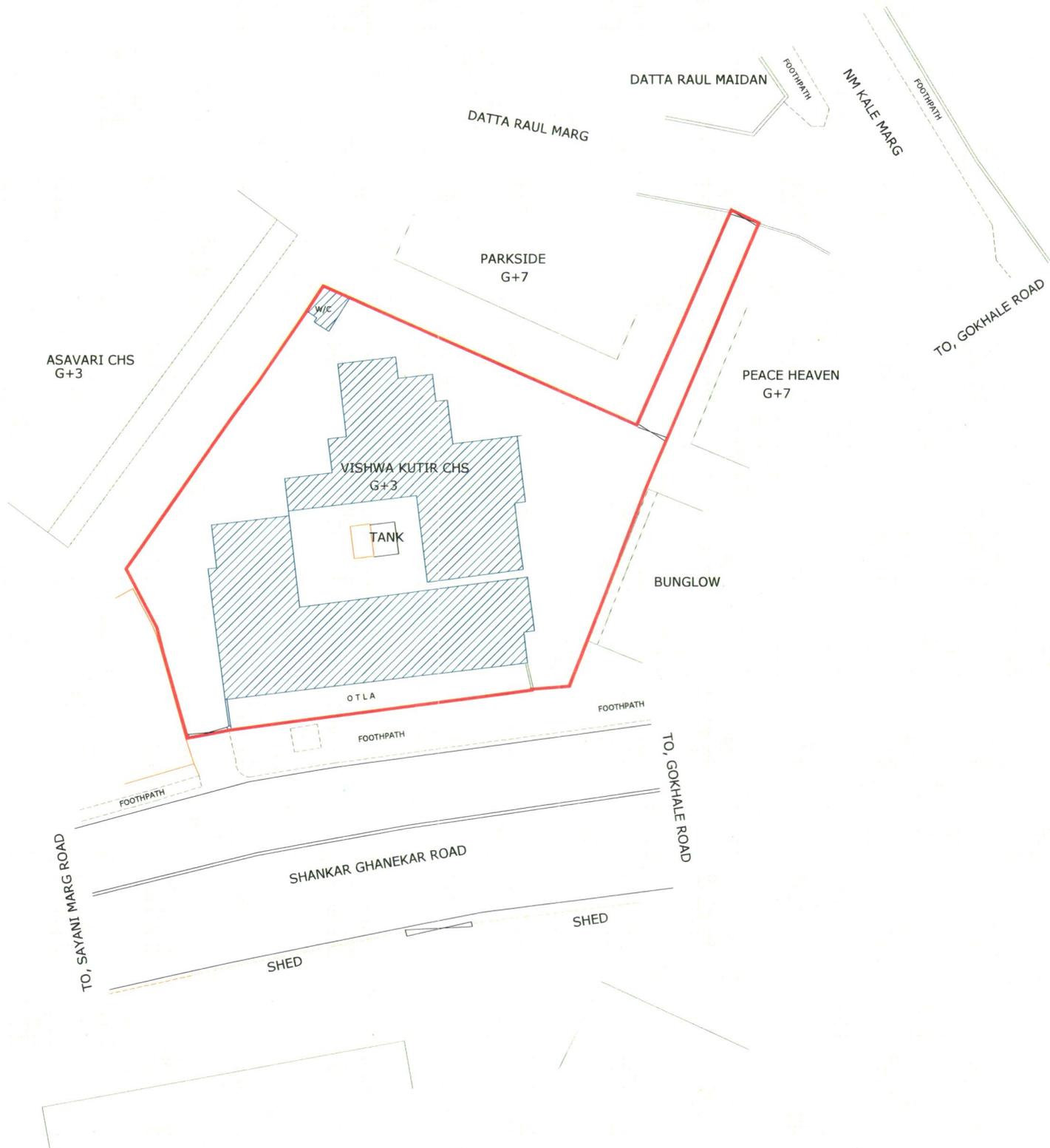
AAHFM7843A

15042010



ANNEXURE - A

PLAN OF SAID PROPERTY



1	STRUCTURE	
2	PLOT BOUNDARY	

Annexure B/1



SURVEY REGISTER FOR THE MUMBAI CITY (Prepared under Section 282 of the Maharashtra Land Revenue Act, 1966)

District : Mumbai City

Division : Mahim Tps

Register No. : 32

Page No. : 9

Cadastral Survey No. (Col. 4)	Sheet No. (Col. 1)	Name of Street or Locality (Col. 2)	Street No. (Col. 3)	Total Area (in Sq.m)	Laughton's Survey No. (Col. 7)	Collector's New No. (Col. 8A)
F.P.No. 892 TPS IV	540			1672.54 Sq.m		

Devolution of Title (Col. 12)

Tenurewise Area Details (Col. 5 & 6)

Tenure	Area (in Sq.m)
LTA	1672.54 Sq.m

Collector's Rent Roll No. (Col. 8B) and Ground Rent Due To Govt. (Col. 9)

Sr. No.	CRR No.	Remarks	Superintendent's Initial																								
[1	1013	<table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Assesment From Date</th> <th>Assesment To Date</th> <th>Annual Rent (in Rs.)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td>Rs.0.00</td> </tr> </tbody> </table>	Sr. No.	Assesment From Date	Assesment To Date	Annual Rent (in Rs.)	1			Rs.0.00																	
Sr. No.	Assesment From Date	Assesment To Date	Annual Rent (in Rs.)																								
1			Rs.0.00																								
[2	22	[5.98]																									
[3	1956	ASSESSMENT FIXED AS PER TAB ACT,1969 AND VIDE COL.17 FOR 1ST 10 YEARS <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Assesment From Date</th> <th>Assesment To Date</th> <th>Annual Rent (in Rs.)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>01/08/1971</td> <td>31/07/1981</td> <td>Rs.233.00</td> </tr> <tr> <td>2</td> <td>01/08/1981</td> <td>31/07/1991</td> <td>Rs.581.00</td> </tr> <tr> <td>3</td> <td>01/08/1991</td> <td>31/07/2001</td> <td>Rs.1163.00</td> </tr> <tr> <td>4</td> <td>01/08/2001</td> <td>31/07/2011</td> <td>Rs.1744.00</td> </tr> <tr> <td>5</td> <td>01/08/2011</td> <td>31/07/2021</td> <td>Rs.2325.00</td> </tr> </tbody> </table>	Sr. No.	Assesment From Date	Assesment To Date	Annual Rent (in Rs.)	1	01/08/1971	31/07/1981	Rs.233.00	2	01/08/1981	31/07/1991	Rs.581.00	3	01/08/1991	31/07/2001	Rs.1163.00	4	01/08/2001	31/07/2011	Rs.1744.00	5	01/08/2011	31/07/2021	Rs.2325.00	
Sr. No.	Assesment From Date	Assesment To Date	Annual Rent (in Rs.)																								
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2	01/08/1981	31/07/1991	Rs.581.00																								
3	01/08/1991	31/07/2001	Rs.1163.00																								
4	01/08/2001	31/07/2011	Rs.1744.00																								
5	01/08/2011	31/07/2021	Rs.2325.00																								

Original Grant From Govt. (Col. 13) and Lease from Public Body or Fazandar (Col. 14) and Ground Rent due to Public Body or Fazandar (Col. 15)

Sr. No.	Grant/Lease Type	Annual Rent (in Rs.)	Remarks	Superintendent's Initial

Sr. No.	Name of Person in Beneficial Ownership (Col.10)	Mode of Acquisition by Present Owner (Col.11)	Mutation (Col.17A)	Remark	Superintendent's Initial (Col.16)
1	[A - PURSHOTTAM ATMARAM VAIDYA]	VIDE C.S.NO.1261 OF LOWER PAREL DN., DEED OF PARTITION DT.19.2.1938 BET. B IN COL.10 AND ORS.BY WITH MADHUSUDHAN NARA YAN VAIDYA AND ORS.THEIR 2/3RD SHARE HERE IN TO B IN COL.10 FOR RS.12,000/-	F		S

2 B - VISHWA KUTIR CO OPERATIVE HOUSING SOCIETY LIMITED (Holder)	(DEED NO.BBE-2/6650/2014) DEED OF CONVEYANCE DT.24-7-2014 (REGD.ON12-08-2014) FROM CHANDRAKANT V.TIKULE COMPETENT AUTHORITY CUM DIS.DEPUTY REGISTRAR CO.OPERATIVE SOCIETY MUMBAI (1) CITY AS PER THE POWERS CONFERRED UPON HIM UNDER SECTION 5A OF MAHARASHTRA OWNERSHIP FLATS (REGULATION OF PROMOTION OF CONSTRUCTION,SALE,MANAGEMENT AND TRANSFER ACT-1963 AND PASSED ORDER CUM CERTIFICATE NO.DDR1/MUMBAI/, DEEMED CONVEYANCE APPLICATION NO.57/13) 4383/2013 DT.7-9-2013 AS PRA MOTERS/OWNERS LEGAL HEIRS ARE FAILED TO CONVEY THE PROPERTY THE NAME OF B IN COL.10 INCORPORATED AND THE NAME OF A IN COL.10 DELETED. VIDE MUT.TR.NO.1296/2015.	F	S-02/06/2015
--	---	---	--------------

Remarks (Col. 17)		Superintendent's Initial
Sr. No.	Remark	
1	ASSESSMENT IS LEVIED AS PER T.A.ACT 1969 AND VIDE ORDER NO.REV/TAB/I/L.P.DT.-----ISSUED BY THE DY.COLLECTOR INAMI AND SPL TENURE ABOLITION BRANCH. ORDER FILED IN FILE NO.S/MI/MISC/L.P.DN. SD/-2.11.76	
2	AN AREA 71.66 SQ.YDS.I.E.59.91 SQ.MTRS HAS BEEN ACQUIRED BY THE BOMBAY MUNICIPAL CORPORATION FOR SET-BACK. THE POSSESSION HAS BEEN TAKEN ON 5.9.1986.THE PARTY HAS BEEN ALLOW TO THE F.S.I.BENIFIT MUPL.CORPN.OF GREATER BOMBAYS NO.GN/18048/86-87 25748/AEM. DT.30.9.1986 AND EB/7410-A OF 14.10.86 AND VIDE SUPDTS ORDER DT.5.11.86 REF.SB/D-2/LAR-25/86	S-07/11/1986
3	ASSESSMENT FIXED AS PER TAB A.CT.1969 AND VIDE ORDER NO.REV/TAB/I/F.P.NO.892/T.P.S.-IV/MAHIM/2017.MUMBAI DATED.26-10-2017 ISSUED BY THE DEPUTY COLLECTOR INAMI AND SPECIAL TENURES ABOLITION MUMBAI CITY ORDER FILE MUT.TR.NO.1468/2017	S-21/12/2017

Disclaimer: This Property Card is digitally signed on date 23/05/2025 4:36 PM. Since Document is digitally signed by authority, it is only valid for legal purposes.
Property Card downloaded on date 23/05/2025 4:44 PM.
This property card can be verified on website <https://epcis.mumbai.mahabhumi.gov.in> using this verification number (23010112040282).

Name of Applicant: सुमिता जोशी
Date of Application: 5-5-25
Receipt No.:
Date: 23 MAY 2025
Date of Issue:

This Extract of C. S. Register Issued under the search application only.
[Signature]
Assistant Superintendent C.S.
City Survey Office No. 1/2, Mumbai



Annexure B/2

TRUE EXTRACT

FROM

CADASTRAL SURVEY SHEET NO. 540(Third Edition 1947) o/c.

SHOWING

FINAL PLOT NO.892.

OF

T.P.S. IV MAHIM DIVISION

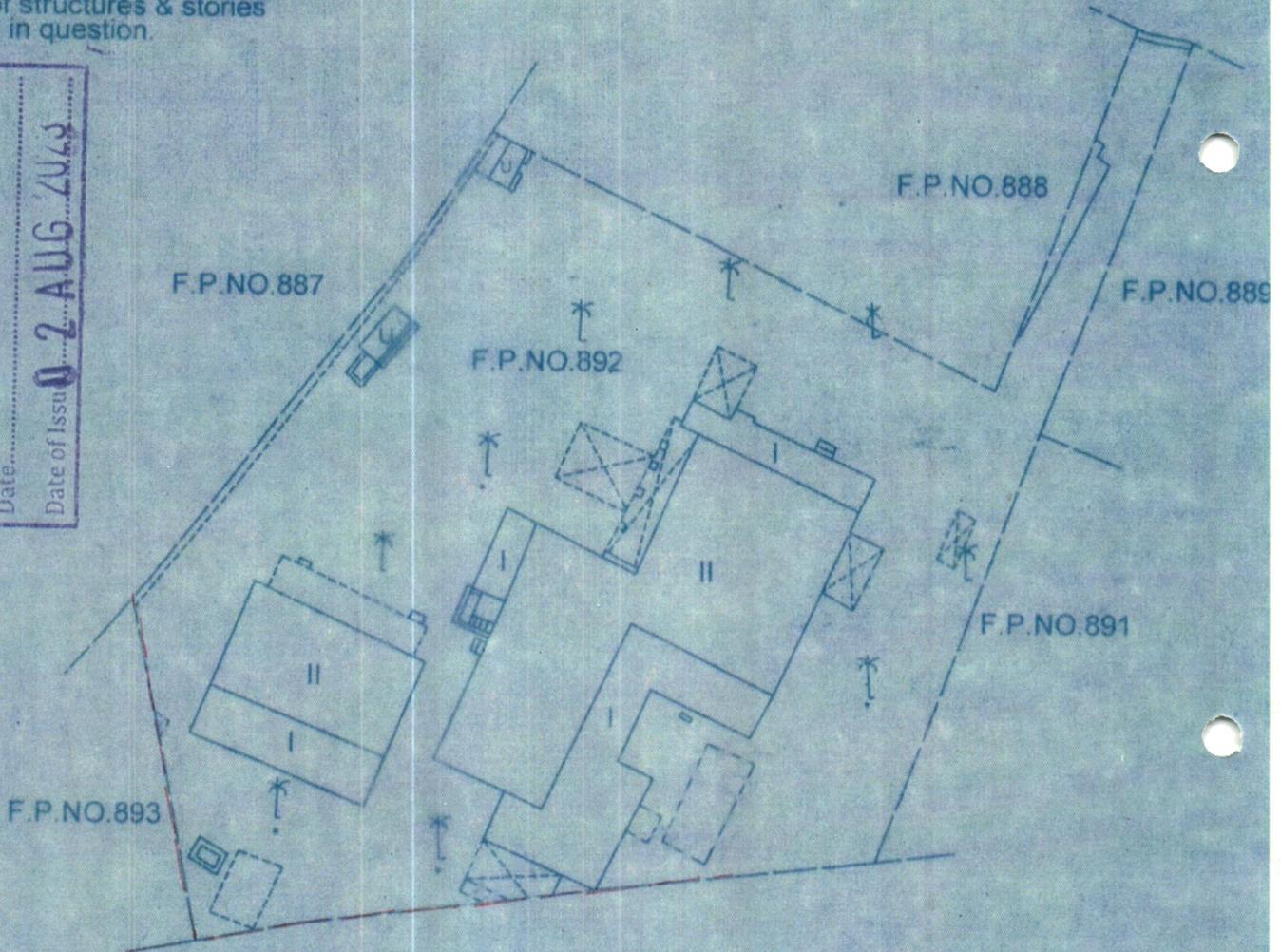
SCALE - 1 Inch = 40 Feet .

THE BOUNDARIES OF THE FINAL PLOT SHOWN ON THE PLAN AS PER T. P. SCHEME ENFORCED INCORPORATED IN THIS OFFICE RECORDS

Note :-

The Certified Copy of plan is given for c.s. Boundries only without prejudice to the status of structures & stories on this land in question.

Name of Applicant.....
 Date of Application..... 10-7-2023
 Receipt No..... 498798
 Date.....
 Date of Issue..... 02 AUG 2023



CHARGES FOR THE CERTIFIED COPY OF TRUE EXTRACT OF THE PLAN RS. 125/-

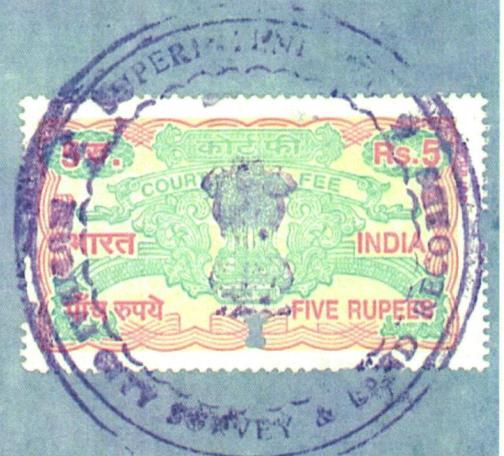
TRACED BY

COMPARED BY

MUMBAI

DATED

02 AUG 2023



Annexure -C



-: महाराष्ट्र शासन :-

उपनिबंधक, सहकारी संस्था, जी/एन विभाग, मुंबई

कार्यालय - मल्होत्रा हाऊस, ६ वा मजला, जी.पी.ओ. समोर, फोर्ट, मुंबई ४०० ००९

Email ID - gnwardmumbai@gmail.com

जा.क्र. मुंबई/उपनि/जी-एन/बी-४/ना-हरकत दाखला/२२५ /२०२३

दिनांक - २४/०५/२०२३

प्रति,
चेअरमन / सेक्रेटरी,
दि विश्व कुटीर को-ऑप हौसिंग सो लि.,
शंकर घानेकर मार्ग, दादर (प),
मुंबई ४०० ०२८

विषय :- संस्थेच्या इमारत पुनर्विकास अनुषंगाने पारित ठरावास मान्यता देण्या बाबत.

- संदर्भ :-
- १) शासन निर्णय क्रमांक :- सगृयो२०१८/प्र.क्र.८५/१४-स दि. ०४/०७/२०१९.
 - २) संस्थेकडील दिनांक १३/०३/२०२३ रोजी दाखल केलेला प्रस्ताव.
 - ३) या कार्यालयाचे महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम ७६ अन्वये प्राधिकृत अधिकारी नियुक्ती बाबत दिनांक २१/०३/२०२३ रोजीचे आदेश.
 - ४) प्राधिकृत अधिकारी यांचा दिनांक २३/०५/२०२३ रोजीचा निरीक्षण अहवाल.
 - ५) संस्थेचे दिनांक १८/०५/२०२३ रोजी दाखल केलेले पत्र व सहपत्रे.

उपरोक्त संदर्भीय विषयाकडे आपले लक्ष वेधण्यात येत आहे.

२/-

ज्याअर्थी, दि विश्व कुटीर को-ऑप हौसिंग सो लि., शंकर घानेकर मार्ग, दादर (प), मुंबई ४०० ०२८ या संस्थेने संदर्भ क्रं. १ नुसार इमारत विकासना संबंधी संदर्भ क्रं. २ नुसारच्या पत्रान्वये प्रस्ताव सादर केलेला आहे. सदरच्या प्रस्तावाचे अवलोकन केले असता इमारत पुनर्विकासनाकामी शासन परिपत्रक सगृयो.२०१८/प्र.क्र.८५/१४-स दि.०४/०७/२०१९ मधील विहित सुचना नुसार आहे. त्या अनुषंगाने या कार्यालयाने संदर्भ क्रं. ३ अन्वये विशेष सर्वसाधारण सभेकरीता प्राधिकृत अधिकारी नियुक्ती केली जाते. संस्थेने संस्थेची विशेष सर्वसाधारण सभा दिनांक १४/०५/२०२३ रोजी घेतलेली आहे व सदर सभेत विकासक निवडीचा ठराव पारित केला आहे. या बाबत प्राधिकृत अधिकारी यांनी संदर्भ क्रं. ४ अन्वये निरीक्षण अहवाल सादर केला आहे. संदर्भ क्रं. ५ अन्वये संस्थेने सभेचे इतिवृत्त, विकासक यांनी मान्यता देण्याचे पत्र, सभेचे व्हिडीओ छायाचित्रीकरण बाबत पेन-ड्राव्ह, सभेत सभासदांनी दिलेले संमती पत्राची प्रत व हजेरी पत्रक सादर केले आहे. संदर्भ क्रं. ४ नुसार प्राधिकृत अधिकारी यांचे अहवालाचे अवलोकन केले असता, इमारत मिळकत विकासना बाबतचा ठराव एकमताने मंजूर करण्यांत आलेला दिसून येत असून " **Mayfair Housing** " यांची नियुक्ती करण्यांत आलेली आहे. सदर नियुक्तीस खालील अटी व शर्तीस अधिन राहुन परवानगी देत आहे.

१. संस्थेचा पुनर्विकास करतांना महाराष्ट्र सहकारी संस्था अधिनियम १९६०, नियम १९६१ व संस्थेच्या मंजूर उपविधीतील तरतुदीचे पालन करावे.
२. इमारत विकासना संबंधी बृहन्मुंबई महानगर पालिका व इतर संबंधीत प्राधिकारणाकडील नियमांचे पालन करण्यांची जबाबदारी सर्वस्वी संस्थेची राहिल.
३. विकासका कडून संस्थेला प्राप्त झालेली रक्कम सभासदांना वाटप करतांना उपविधीतील तरतुदी आणि आमसभेतील मंजूर ठरावाचे पुर्णपणे पालन करावे.

४. संस्थेच्या इमारत विकासा बाबत विकासका बरोबर करण्यांत आलेल्या करारपत्रामध्ये उपविधी मधील तरतुदीनुसार वाद सोडविण्यासाठी तरतुद करुन करारपत्र नोंदणीकृत करण्यांत यावे संस्थेच्या इमारत विकासनाबाबत विकासका बरोबर करण्यांत येणा-या करारनाम्यामध्ये खालील बाबींचा समावेश करण्यांत यावा.
५. संस्थेचा पुर्नविकास प्रकल्प पुर्ण करावयाचा कालावधी हा रेरा .कायदयातील तरतुदीनुसार विकासक यांना बंधनकारक राहिल.
६. विकासक पुर्नविकास प्रकल्प रेरा कायदयातील तरतुदीनुसार विकासक यांना बंधनकारक राहिल.
७. विकासक पुर्नविकास कालावधी शक्यतो त्यांचे क्षेत्रात प्रकल्प पुर्ण होईपर्यन्त निवासाची पर्यायी सोय उपलब्ध करुन देईल किंवा सभासदांना मान्य होईल असे मासिक भाडे व अनामत रक्कम देण्याची व्यवस्था करील किंवा अशी संक्रमन शिबिरे उपलब्ध करुन देईल.
८. सदरचा करारनामा हा रजिस्ट्रेशन अॅक्ट १९०८ प्रमाणे नोंदणीकृत करण्यांत येईल.
९. संस्थेतील नवीन सभासद हे पुर्नविकास प्रकल्प पुर्ण झाल्यानंतर संस्थेच्या सर्वसाधारण सभेच्या मान्यतेनेच घेण्यांत येतील.
१०. करारनाम्यात देय कारपेट एरियाचा स्पष्ट उल्लेख असावा.
११. विकासकास दिलेले विकास हक्क हे अहस्तांतरणीय असतील.
१२. इमारत पुर्नविकासासाठी सर्व कायदेशीर मान्यता मिळाल्या नंतरच गाळेधारक सभासद त्यांचे गाळे रिकामे करतील.
१३. ज्याच्या ताब्यात सदनिका आहेत त्यांचे हक्क अबाधित राहतील.
१४. पुर्नविकास कामात कोणताही वाद निर्माण झाल्यास तो अधिनियमातील कलम ९१ अन्वये सोडविण्यांत येईल.
१५. रहिवासी दाखल (अॅक्युपेशन प्रमाणपत्र) मिळाल्यावर पुर्नविकास इमारतीतील सदनिकांचे वाटप करतांना शक्य तेथे सध्याचे स्थितीनुसार मजल्यांच्या क्रमाने वाटप करण्यांत यावे व सोडत पध्दतीने सदनिका वितरण करणे आवश्यक झाल्यास, इमारत पुर्ण झाल्यानंतर विकासकाने सदनिकांचे सोडतीची व्यवस्था करावी व त्यावेळी निबंधकाचे प्रतिनिधीच्या उपस्थितीत सोडतीने सदनिका वितरण करुन त्यांचे व्हिडीओ चित्रीकरण करण्यांत यावे.
१६. संस्थेचा कोणीही समिती सदस्य किंवा पदाधिकारी विकासक यांचा नातेवाईक नसावा. महानगरपालिका/सक्षम प्राधिकरणाने मंजुर केलेल्या बांधकामाचे नकाशे परत सर्वसाधारण सभेपुढे माहितीसाठी सादर केले पाहिजेत व जर एखादया सभासदास मान्यताप्राप्त कागदपत्रांची प्रत हवी असल्यास त्यांनी संस्थेकडे, त्याबाबत लेखी अर्ज केल्यास त्यांना योग्य ते शुल्क आकारुन माहिती पुरविणे समितीवर बंधनकारक राहिल.
१७. उपरोक्त अटी व शर्ती हया दिनांक ०४.०७.२०१९ रोजीच्या शासन निर्णयातील असल्यामुळे त्याचे तंतोतंत पालन होणे आवश्यक आहे.

पुर्नविकासाबाबत वाद निर्माण झाल्यास त्यास त्या त्या वेळेस कार्यरत असलेली समिती जबाबदार राहिल, कृपया याची नोंद घ्यावी.

ठिकाण - मुंबई
दिनांक - २४/०५/२०२३

प्रत माहितीसाठी -

१. " Mayfair Housing "

२. मा.कार्यकारी अभियंता, जी/एन-विभाग, इमारत प्रस्ताव, मुंबई शहर.



(Signature)
(बी.एस.माळी)

उपनिबंधक,
सहकारी संस्था, जी/एन विभाग, मुंबई

(Signature)

उपनिबंधक,
सहकारी संस्था, जी/एन विभाग, मुंबई

Annexure " D "

The Vishwa Kutir Co-op. Housing Society Ltd. (Regd.)
(Regn. No. BOM./ WGN / HSG.(TC) 4874 OF 89-90)

Shanker Ghanekar Marg. Dadar,
M U M B A I - 4 0 0 0 2 8

Ref. No. _____

Date 27-8-2022

Draft Minutes of Special General Body meeting for the redevelopment of Society held on 21st August 2022.

As notified vide notice dated 5th August 2022, the Special General Body Meeting of the members of Vishwa Kutir Co-op Housing Society Ltd was held on 21st August 2022 at 10.00 am under the stilt of the Society. The meeting was adjourned till 10.30 am for want of quorum. The adjourned meeting commenced the business of agenda at 10.30 am. 35 members attended the meeting which exceeds the required quorum as per Government Notification.

Chairman welcomed the members & requested the Secretary to commence the meeting.

Secretary read out the agenda of the meeting. Immediately Dr Nathan member of the Society requested the Secretary that he would like to speak first before the General Body, however Secretary informed Dr Nathan that he would first ask the members whether they are interested in Redevelopment or not? and if the answer of the members is negative then there is no point in continuing with the meeting. Secretary also assured Dr Nathan that he will definitely get a chance to speak, to which Dr Nathan readily agreed.

Thereafter, Secretary raised the question to the General Body whether the Members are interested to carry out re-development of the building of the Society.

Mrs Sushma Malgaonkar, Mr Prasad Bandivdekar & Mr Satish Bandivdekar said that principally they agree for re-development however since their matters are pending before Hon'ble High Court, they will have to consult their Advocate before giving their consent & also they want to clarify certain issues with the Management of the Society.

[Dr Nathan said that he is not in favour of redevelopment.]

Secretary asked the members to raise their hands those who are in favour of redevelopment.

At this juncture Dr Nathan said that he is in favour of redevelopment.

Total 32 members out of 35 members raised their hands. 3 members viz, Mrs Sushma Malgaonkar, Mr Prasad Bandivdekar & Mr Satish Bandivdekar who principally agree for redevelopment, however for certain issues as mentioned above reserve their rights.

Secretary distributed the consent forms to the members.

Secretary informed the General Body that during last couple of years lot of letters have been exchanged by the members & the Society & added that redevelopment is the best solution to stop all these activities.

Chairman also supported the views of the Secretary & requested Treasurer to brief the General Body first regarding Phase I & Phase II. i.e appointment of PMC.. Phase III & IV i.e construction phase will be discussed jointly with PMC, Developer & Society after finalisation of Developer.

Further Treasurer informed the General Body that as per the Government Guidelines issued by Government of Maharashtra dt 04,07.2019 the procedure layed down, the Managing Committee should collect minimum 3 quotation's from expert Architect /Project Management Consultants and out of those 3 quotations should select one PMC, however M.C have collected 6 quotations & have interviewed 5 PMC's (1had not made himself available).

Treasurer also informed the General Body that Managing Committee has shortlisted M/s Palash & M.K. Rao & Associates. However since M/s M.K.Rao & Associates have done the work in Dadar & nearby areas, hence Managing Committee proposes to appoint M/s M.K.Rao & Associates as a PMC. He informed the General Body that the PMC's Professional fees / charges involved for Phase I & II is in the range of Rs 1.80 Lakhs to 3.00 Lakhs + applicable taxes excluding related documents for obtaining feasibility reports will be charged extra. He also informed that Phase III & IV the quoted percentage will not be considered at this stage. It will be decided after finalisation of Developer & the same will be discussed jointly with PMC , Developer & Society.

Mr Khanolkar said that cost should not be the only criteria for awarding the work.

Chairman read out the procedure regarding redevelopment mentioned in Government Guidelines Dt 04.07.2019 Sr No 5 & 8 and informed the General Body that the same will be circulated to all members. Chairman also told the members that if they want to go through all the papers related to PMC or redevelopment work in future to clarify their doubts ,Managing Committee will be glad to solve their queries in Society's Office.

Treasurer informed the General Body that initially we will have to concentrate on phase I & II i.e upto feasibility report, after that next procedure will be finalised in Special General Body meeting.

After deliberations following resolution was passed.

" Be & hereby resolved that it has been decided to carry out Re-development of the Society's Building .

32 members have given their consent, 3 members viz, Mrs Sushma Malgaonkar, Mr Prasad Bandivdekar & Mr Satish Bandivdekar have kept their rights reserved.

Further resolved that amount of Rs 3.00 Lakhs have been sanctioned by the General Body to be utilised from the Society's existing funds for Phase I & Phase II Also, resolved that M.K. Rao & Associates are appointed as Project Management Consultant for above mentioned work

Proposed By : Mr Anil Vaidya

Seconded By: Mr Mehul Vaidya

Members voted in favour of resolution: 32

Members remained neutral: 3

Members voted against the resolution: Nil

At this juncture Dr Nathan explained the General Body regarding the process of Phase III & Phase IV & also the important role of PMC.

General Body thanked Dr Nathan for explaining in detail the role of PMC.

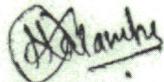
Mr Shantilal Jain informed the General Body that Society should first get feasibility report & on the basis of the same should go for redevelopment. He also informed the General Body that Society should appoint its own Architect for redevelopment. Chairman agreed with the views of Mr Shantilal Jain.

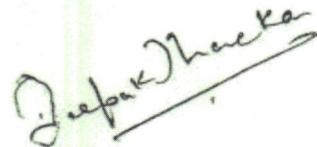
Mr Shantilal Jain also suggested that on the basis of feasibility report Society can even think of self -development.

Treasurer informed the General Body that the during Phase III & Phase IV, the initial amount spent by the Society for Phase I & II will be reimbursed by the PMC.

Mr Tapan Deshpande said that reimbursement of the cost of Phase I & II is ok, but the Society should not pressurise the PMC for the same nor it should be the only criteria for appointing the PMC. Treasurer informed Mr Tapan Deshpande that it is clearly spelt out in the quotations /offers received from the PMC's.

Meeting ended with a vote of thanks to the Chair.


Chairman


Secretary

Note:

- 1) Enclosed copy of Government Guidelines issued Dt 03rd January 2009 & 04.07.2019
- 2) Each member will have to submit their e-mail ID & Mobile No. for sending notices & minutes of the redevelopment meetings through email in respect of said project.

The Vishwa Kutir Co-op. Housing Society Ltd. (Regd.)

(Regn. No. BOM./ WGN / HSG.(TC) 4874 OF 89-90)

Shanker Ghanekar Marg, Dadar,
M U M B A I - 4 0 0 0 2 8

Date 1st September 2022

Ref. No. _____

To,
Ar. Kiran Rao
M. K. Rao & Associates
901 Spectra, Prathamesh Complex,
Veera Desai Road, Andheri West,
Mumbai 400 053

Subject: Appointment as Project Management Consultant for Redevelopment work of our Society Building on plot bearing F.P No 892, TPS IV Mahim Division in G/ N ward.

Ref: Your Quotation / Offer Letter dated 3rd August 2022

Sir,

This refers the subject matter stated above, we are hereby appointing you as Project Management Consultant for redevelopment work of our housing society as per the guidelines of the Maharashtra Co-operative Societies Act under section 79A. Your scope of work will be as follows:

Work to be done in the initial stage by Project Management Consultant:

- a) To survey Society's Building and land.
- b) To obtain information about conveyance of land to the Society.
- c) To take into consideration prevailing policy of the Government and the regulations applicable from time to time and to obtain information about FSI and TDR, which would be available in relation to building and land of the Society.
- d) To take into consideration suggestions and recommendations from the members for redevelopment of the building as also the residential area to be made available to the members, commercial area, vacant area, garden parking, building specifications etc. and to prepare realistic project report.
- e) To prepare the Project report within one month from the date of appointment and to submit the same to the committee of the Society.

Feasibility report will include statement of existing plot area, existing carpet area of tenants, proposed built up area using incentive & fungible FSI for members & sale built up area for developer including fungible FSI by paying premium to MCGM as per the Policy.

You will also attend & assist the Managing committee meeting to answer questions regarding redevelopment work during this stage. If required, this report will be presented in AGM / SGBM & seek approval on the feasibility report.

We will forward the suggestions received from the members of the Society and 7 days notice will be given to you to attend a joint meeting along with Managing Committee.

You will prepare the draft tender document based on approved feasibility report, final & agreed requirements of society members, technical specifications of works & selection criteria for prospective developer. Upon approval of draft tender document by Society, you will assist Society to issue tender notice for floating the tender by advertisement in the local newspaper whose cost will be borne by the society.

You will scrutinize & prepare comparison of techno-commercial offers submitted by bidders & prepare site visit report & technical evaluation statement

You will assist Society committee in negotiating with shortlisted bidders. The same report will be presented by you in Society's AGM/SGBM. Issuance of Letter of Interest to selected developer by Society .

Assumptions & exclusions from scope of your services:

- o Services & fees of Legal advisor, Structural Engineer, Surveyor, Site Supervisor is excluded from your service.
- o Out of pocket expenses required to be paid at various government organizations for collecting details / data shall be borne by society

Your professional fees

Payment schedule:

Rs. 20,000/- payable on our appointment plus applicable taxes

Rs. 30,000/- payable on issue of Feasibility Report plus applicable taxes

Rs. 40,000/- payable on preparation of Tender plus applicable taxes

Rs. 30,000/- on submission of techno-comparison statement to society plus applicable taxes

Rs. 30,000/- on issuing Letter of Interest to Developer plus applicable taxes

Rs. 30,000/- on preparation of finalization of draft Development Agreement

Construction phase fees shall be paid by the developer .Fees can be decided on mutual agreement with Society.

One copy may be please returned as acceptance

For Vishwakutir Co-op. Hsg. Soc. Ltd.



Deepak Thanekar
Secretary



Accepted
For M. K. Rao & Associates
Architect | Project Management Consultants

**TENDER NOTICE
EXTENSION INVITING
TENDERS
FOR REDEVELOPMENT**

The last date to purchase blank tender documents for the redevelopment of Vishwa Kutir CHS Ltd Property bearing C.S No: 1261 Plot No: 892, Shankar Ghanekar Marg, Dadar West Mumbai 400 028 is hereby extended till 15th January 2023 between 10.00 am to 5.00 pm. Tender forms can be collected from Mr. Santosh Kudalkar Shop No 3 Mob No: 9870695103 from the above address. The detailed Tender Documents will be available for Builder/Developer at a cost of Rs 10,000/- to be paid by DD only in favour of Vishwa Kutir CHS Ltd as a non-refundable tender cost. Sealed Tenders along with EMD of Rs 1,00,000/- (refundable in 60 days if not selected) in favour of Vishwa Kutir CHS Ltd, shall be submitted to Mr. Santosh Kudalkar Shop No 3 Mob No: 9870695103 between 10 am to 5 pm on or before 23rd January 2023. The Plot Area is 1672.54 SqMtrs and is situated at a prime location on Shankar Ghanekar Marg. The rest of the terms and conditions stated in the earlier press advertisement published on 1st December 2022 remain unchanged. For any further information/clarification, the interested parties can contact Hon. Secretary Mr. Deepak Thanekar Flat No H-3 Mob No: 9820242379 or Treasurer Mr. Sharad Aras Flat No I-1 Mob No: 9869785785. The Society reserves the right to accept or reject any or all bids without assigning any reason thereof.

Secretary
Vishwakutir CHS Ltd

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TENDER
NOTICE
(EXTENSION)

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Secretary

REDEVELOPMENT
PROPOSAL

TIMES OF INDIA

THE TIMES OF INDIA, MUMBAI
THURSDAY, DECEMBER 1, 2022

**TENDER NOTICE
REDEVELOPMENT PROPOSAL**
Sealed Tenders/Offer are invited from Reputed, Experienced & Financially sound Builders / Developers for the Re-Development of Vishwa Kutir CHS Ltd. Property bearing C.S No: 1261
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Hon. Secretary
For Vishwakutir CHS Ltd

TENDER
NOTICE

MAHARASHTRA TIMES

मुंबई | गुरुवार, १ डिसेंबर २०२२ | mumbai.mtonline.in

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Hon. Secretary
For Vishwakutir CHS Ltd

INDIAN EXPRESS
WWW.INDIANEXPRESS.COM
THE INDIAN EXPRESS, THURSDAY, DECEMBER 1, 2022

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Hon. Secretary
For Vishwakutir CHS Ltd

REDEVELOPMENT
PROPOSAL

LOKSATTA
WWW.LOKSATTA.COM
मुंबई, गुरुवार, १ डिसेंबर २०२२ *

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Hon. Secretary
For Vishwakutir CHS Ltd

The Vishwa Kutir Co-op. Housing Society Ltd. (Regd.)
(Regn. No. BOM/WGN / HSG. (TC) 4874 OF 89-90)

Shanker Ghanekar Marg, Dadar,
MUMBAI - 400028

Ref. No. _____

Date 5th February 2023

Following members / PMC / Representatives of Developers
attended the M.C meeting

- 1) Deepak Thaneekar H-3 Deepak
- 2) Sheraf Aves I-1 Mr.
- 3) Krunal Rao Krunal
- 4) Diwaker Sewant C-3 Diwaker
- 5) Vikas Pradhan R-5 Vikas
- 6) Santosh Kulkarni S-3 Santosh
- 7) Tatu Deshpande F-3 Tatu
- 8) Aparna Sherekar I-3 Aparna
- 9) Medha Bandiwadekar R-4 Medha
- 10) Dr. Nathan M-1 Nathan
- 11) Yashvant B. Meshy Dmsht Group Yashvant
- 12) DR. V. A Shringarpure C/2 Shringarpure
- 13) Anil M. Vaidya - E/2 Anil

At the outset Secretary informed the members that
Chairman Mr Kelambe will not be able to
attend the meeting due to unavoidable personal
reasons.

Secretary requested Mr Diwaker Sewast to preside over the meeting.

Treasurer informed the members that we have received for sealed Tender Forms and today we will open the forms and hand it over to the PMC for preparing Comparative Statement.

Secretary in presence of all the members opened the for Tender forms and signed all the forms along with the Treasurer and handed over to the PMC.

Secretary engaged with PMC about submission of the said Comparative Statement to the Managing Committee, to which PMC informed that by 15th February 2023 he will submit the Comparative Statement. Mr Tapan Deshpande said that PMC can take couple of days more for submission but should ensure that the comparative statement is complete in all respect.

At this juncture Mr Anil Vaidya said that since he is going out of Country on 16th Feb. 2023, he requested PMC for earlier submission of Comparative Statement, to which Mr Tapan Deshpande said that we should not pressurize the PMC for earlier submission as this is a very crucial document.
Meeting ended with vote of thanks to the chair

Deepak Chatterjee
Secretary


Chairman for the meeting

The Vishwa Kutir Co-op. Housing Society Ltd. (Regd.)
(Regn. No. BOM./ WGN / HSG.(TC) 4874 OF 89-90)

Shanker Ghanekar Marg. Dadar.
M U M B A I - 4 0 0 0 2 8

Ref. No. _____

Date 14th April 2023

Draft Minutes of Special General Body meeting for the redevelopment of Society held on 26th March 2023

As notified vide notice dated 11th March 2023 , the Special General Body Meeting of the members of Vishwa Kutir Co-op Housing Society Ltd was held on 26th March 2023 at Maharashtra High School - Radhika Hall at 10.00 am. 34 members attended the meeting out of 41 members .

Chairman welcome the Official appointed by the Dy Registrar Mr Nikhil Khochare for the meeting , members of the Society & requested the Secretary to commence the meeting.
Secretary read out the agenda of the meeting.

Chairman explained in detail the various regulations which have been spelt out by the developers as per the provisions of DCPR 2034. He also explained the pros & cons of each offer as mentioned in the Comparative Statement. Secretary shared his experience of Chaitanya Realty.

Drushti Realtors were invited at 11.30 am however, they did not attend the meeting inspite of Emails which were sent to them.

Representatives of Sugee Group viz, Mr Jitendra Rawal (Director) , Mr Prasanna Karnik (Vice President) & Mr Nitin Harmalkar attended the meeting. Members expressed their unhappiness over the redevelopment offer submitted by Sugee. Members informed the representative of Sugee group to reconsider their Offer. Representatives of Sugee Group agreed for the same & requested the General Body to extend the time for submission of their revised final offer by 8 days.

Secretary informed the General Body that the Item No. 4 of the agenda i.e to select Developer for redevelopment of the building, to finalise terms & conditions & finalise the tender, will be taken up in the adjourned meeting. General Body agreed for the same as Sugee had already asked for the extension of time to submit their revised final offer.

The third Developer Mayfair Housing was represented by their Director Mr Anay Shah , who made brief corporate presentation & informed the General Body that with regards to the commercial offer their General Manager & other Directors were involved & he will not be in a position to answer on the queries. He further added that he will discuss with his team on the queries regarding the offer raised by the members & will submit revised final offer within 8 days. General Body agreed for the same.

Chaitanya Realty did not attend the meeting inspite of emails sent to them.
Since Drushti Realtors & Chaitanya Realty have not attended the meeting nor have communicated anything to the Society, hence General Body concluded that both the Developers are not interested in the redevelopment Project. Hence, General Body decided to reject the offers of Drushti Realtors & Chaitanya Realty.

Considering all above, the meeting was adjourned for next date.

The adjourned meeting commenced its business on 9th April 2023 at 10 am under the stilt of the Society.

31 members attended the meeting out of 41 members.

Secretary informed the members that after the meeting dt 26th March 2023, he has sent email to Sugee & Mayfair on 27 th March 2023 & the revised final offers received from both the Developers have been circulated to all members in the form of revised comparative statement.

Chairman explained in detail the revised offers of both Sugee Group & Mayfair Housing and also explained the difference between Society's expectation Vis-a Vis the offers submitted by both the Developers.

General Body unanimously decided to reject the offer of Sugee Group.

After deliberations General Body has decided to pass the resolution to award redevelopment of the Society to Mayfair Housing & following resolution was passed:

"Be and herby resolved that M/s Mayfair Housing has been selected as a Developer for the redevelopment of the Vishwakutir Co-op Housing Society Ltd on the basis of the offer dated 31st January 2023 submitted by them & the revised final offer dated 2.4.2023".

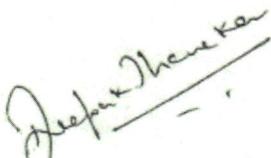
Proposed by : Mr Anand Kudalkar

Seconded by: Mr Kaustobh Khanolkar.

Members voted in favour : 28

Members not Voted in favour: 03(Mr Bakul Bhosale, Mr Deepak Mhaske, Ms. Munde- All the 3 members are in favour of redevelopment ,but they are not happy with the offer).

Meeting ended with vote of thanks to the Chair.


Secretary

The Vishwa Kutir Co-op. Housing Society Ltd. (Regd.)
(Regn. No. BOM./ WGN / HSG.(TC) 4874 OF 89-90)

Shanker Ghanekar Marg. Dadar.
M U M B A I - 4 0 0 0 2 8

Ref. No. _____

Date 17th MAY 2023

Draft Minutes of Special General Body meeting for the redevelopment of Society held on 14th May 2023

As notified vide notice dated 28th April 2023 , the Special General Body Meeting of the members of Vishwa Kutir Co-op Housing Society Ltd was held on 14th May 2023 at Maharashtra High School – Radhika Hall Second Floor, Opp Rawool Maidan, N.M.Kale Marg, Dadar West, Mumbai 400 028.

33 members attended the meeting out of 41 members .

Chairman welcomed the Officer Mr Nikhil Khochare appointed by the Dy Registrar for the meeting , members of the Society , representatives of Mayfair Housing & requested the Secretary to commence the meeting.

Secretary read out the agenda of the meeting.

Mr Nikhil Khochare representative of Dy Registrar Office asked the members that those who are in favour of appointing Mayfair Housing as the Developer of the Vishwakutir CHS Ltd should raise their hands.

All 33 members present for the meeting raised their hands.

He also enquired whether any member was opposing Mayfair Housing. There was no such member.

Regarding finalization of terms & conditions with respect to Re-development of the building, it was decided unanimously by all the members that Managing Committee should be empowered to finalise the same & the following resolution was passed.

“Be and hereby resolved that the General Body has selected Mayfair Housing as developer for redevelopment of the Society’s Building. It further empowers the Managing Committee to finalise the terms & conditions for the Redevelopment of the Society’s Building ,to finalise the tender & to appoint Advocate, Architect or any other consultant on behalf of the Society for the Redevelopment related work”.

Proposed by: Mr Anil Vaidya

Seconded by: Mr Mehul Vaidya

Members voted in favour of Resolution : 33 Members

Members voted against Resolution : Nil

Resolution was passed unanimously

Mr Nikhil Kochare representative of Dy Registrar Office distributed the consent form & requested the member to fill the form. Further, the members were requested individually to confirm their consent & the same was recorded in the camera.

All the 33 members out of 41 members of the Society who were present for the meeting gave their consent to Mayfair Housing & they were officially selected as the Developer for the Redevelopment of the Society.

Mr Aditya Shah -Director of Mayfair Housing handed over their consent letter to the Chairman & same was read out by the Secretary.

Secretary expressed vote of thanks to the members for their contribution in the Redevelopment process.

Meeting ended with vote of thanks to the Chair.



Chairman



Secretary

How did Ma ✓

The Vishwa Kutir Co-op. Housing Society Ltd. (Regd.)
(Regn. No. BOM./ WGN / HSG.(TC) 4874 OF 89-90)

Shanker Ghanekar Marg, Dadar,
M U M B A I - 4 0 0 0 2 8

Ref. No. _____

Date 25th MAY 2023

To,
The Directors
Mayfair Housing.
1, Mayfair Meridian, Near St. Blaise Church,
Ceaser Road, Andheri West, Mumbai – 400 058

Subject: Proposed Redevelopment of our Society Building known as Vishwa Kutir Co-operative Housing Society Ltd on plot Bearing F.P. No.892, TPS IV of Mahim Division, G north Ward, Shankar Ghanekar Marg, Dadar West Mumbai 400 028.

Ref: Your Letter dated 14.05.2023.

We are pleased to inform you that members of Vishwa Kutir CHS Ltd have accepted your following Offers in its Special General Body Meeting held on 14th May 2023 & we intend to appoint you as a developer for carrying out the proposed redevelopment work of our society building under Regulation 33(7)B of DCPR 2034

The broad terms of offers are as under:

1. You shall give us an additional fungible area of 35% built-up area (Available without payment of the premium) over & above the existing built-up area as per MCGM-approved plans of the member in the newly reconstructed building as per 33(7)(B) of DCPR 2034.
2. The incentive FSI of 10 Sq mtr per member/15% of the existing built -up area whichever is more shall be made available to Mayfair Housing for sale premises.
3. You shall pay each member a corpus amount of Rs. 2000/- per Sq Ft on existing carpet Area. 10% at the time of execution of Development Agreement with the Society and its Members, 20% at the time of Society and its members vacating the premises and handing over the vacant and peaceful possession of all premises and land & 70% on repossession of all members.

4. You shall pay us monthly rent of Rs. 125/- per Sq Ft of existing carpet area per month towards the alternate accommodation for residential flats with 5% escalation every year and Rs. 250/- per Sq Ft of existing carpet area per month towards the alternate accommodation for commercial premises with 5% escalation every year.
5. You shall pay two months' rent as brokerage to all members.
6. You shall pay Rs. 40,000/- as shifting charges (to and fro) on lumpsum basis to all members.
7. You shall complete the project in 30 months + 6 Months grace period.
8. You shall provide all the amenities as mentioned in the tender document & as per MCGM norms .
9. You shall adhere to all clauses & conditions given in the tender document along with Government Guidelines dated 4th July 2019 which will be incorporated in the Development Agreement between us .
10. The Development Agreement should be executed within 3 months from the date of LOI.

Society reserves right to incorporate additional conditions as and when required.

You are requested to sign the duplicate copy of this letter as a token of acceptance.

Thanking You

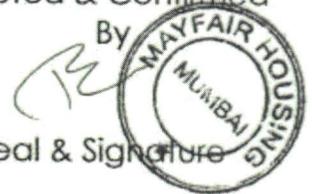
For Vishwa Kutir CHS Ltd

Chairman / Secretary



Accepted & Confirmed

By



Seal & Signature

The Vishwa Kutir Co-op. Housing Society Ltd. (Regd.)
(Regn. No. BOM./ WGN / HSG.(TC) 4874 OF 89-90)

Shankar Ghanekar Marg, Dadar,
M U M B A I - 4 0 0 0 2 8

Date 28th November 2025

Ref. No. _____

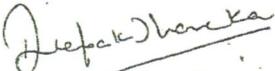
**NOTICE FOR SPECIAL GENERAL BODY MEETING REGARDING
REDEVELOPMENT OF THE SOCIETY'S BUILDING**

The Special General Body Meeting will be held on 14th December 2025 at 10.30 am at **Shardashram Society Hall**, Ground Floor, Baburao Parulekar Marg, Off. Bhavani Shankar Marg, Dadar Mumbai 400 028 to transact the following items on the Agenda below:

Agenda:

- 1) To read the notice of the meeting.
- 2) To discuss and finalize the draft of the Development Agreement with all its schedules and annexures, the Development POA, the Society's declaration, members' declaration, and other documents related to the Society's redevelopment project and to take decisions on the execution of the same, and generally to take any other decisions as may be required to take forward the Society's re-development project.

For Vishwa Kutir Co-op. Housing Society Limited


Secretary

NOTE:

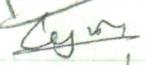
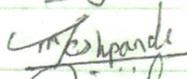
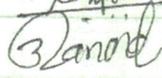
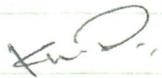
- 1) Only first member, in his/her absence, the second named member, and so on will be entitled to attend the meeting. No proxy or holder of a Power of Attorney is entitled to attend.
- 2) If the required Quorum is not fulfilled at 10.30 am then the meeting will be adjourned & the same will be held at 11.00 am . (2/3rd of the total members are required).
- 3) The draft of the Development Agreement and other documents to be executed for the redevelopment project including Building Plan, IOD are uploaded on the Society's website <https://vishwakutirchs.co.in/>, Members are requested to go through the documents and query /suggestion if any should be e-mailed to the Secretary on Society's email id [vishwachs@rediffmail.com] or can be dropped in the Society's mail box on or before 7th December 2025.
- 4) This being an important meeting, all members are requested to attend the meeting and participate.

PLEASE NOTE THAT THE LUNCH WILL BE PROVIDED BY THE SOCIETY.

Special G.B. Meeting (2025)

Following members were present during Spl. G.B.M.
held on 14-12-2025

Sr. No.	Flat no.	Name of the member	Signature
1	B/4	Mehul Vaidya	
2	F-3	Aparna Shankar	
3	R-8	Shruti Palaye	
4	B-2	H. Vithoba Kalambh	
5	H-3	Deepak Thacker	
6	I-1	Shamud Aras	
7	R/5	Vikas Jadhav	
8	D-1	D. V. Sawant	
9	A-2	SANJIV S. BANAIT	
10	G-2	Dr. Devendra Khavde	
11	D-3	Reshma Sawant	
12	A-3	Anand Kudalkar	
13	C-2	DR. V. A. Shringapur	
14	G-3	Manoj Malde	
15	F-1	Sudashan A. Patil	
16	I-2	Vivek Dsilva	
17	C-1	Parash D. Jayawant	
18	D-2	Jayraj S. D. Raideya	
19	RSA	Anand Vaidya	
20	S-2	Hitesh Chaudhary	
21	S-3	Adv. Santosh Kudalkar	
22	S-1	Louis A. Fernandes	
23	R-4	Medha Bandivadekar	
24	F-3	SONALI DESHPANDE & TAPAN DESHPANDE	
25	R-7	Deepak R. Mhaske	
26	S-4	Dr. Karishma Bandivdekar	
27	B-3	Satish Bandivadekar	
28	H-2	Devdatta Bandivdekar	
29	H-1	Dr. J. Nathe	

Sr. No.	Flat no.	Name of the member	Signature
30	S-11	Prasad S. Bandivdekar	
31	S-5	Tejaswini W. Mendage	
32	A-1	Tejas M. Deshpande	
33	S-12	Arvind D. Narkar (Attended vide zoom)	
	E-3	Nilesh Watanne	
	E-1	Surya Khandker	
	S-7	Prasanna Bandivdekar	
	E-2	Anil Vaichya PTMC	
1		KIRAN RAO	

5/C

The Vishwa Kutir Co-op. Housing Society Ltd. (Regd.)
(Regn. No. BOM./ WGN / HSG.(TC) 4874 OF 89-90)

Shankar Ghanekar Marg. Dadar,
M U M B A I - 4 0 0 0 2 8

Ref. No. _____

Date 4th January 2026

Draft Minutes of Special General Body meeting held on 14.12.2025

As notified vide notice dated 28.11.2025, the Special General Body Meeting ("SGBM") of the members of Vishwa Kutir Co-op Housing Society Ltd ("Society") was held on 14.12.2025 at 10.30 am at Shardashram Society Hall. 33 members attended the meeting along with the 4 members who attended the meeting virtually, totalling to 37 members. Society's PMC Mr Rao was also present for the meeting.

The meeting was postponed till 11.15 am awaiting the Mayfair team & it commenced after the arrival of Mr Ramesh Tank.

Mayfair team comprising of Mr Aditya Shah, Mr Ramesh Tank & Mr Faisal Kadri were special invitees for the meeting.

The Chairman welcomed the members & requested the Secretary to read out the agenda of the meeting, Secretary read out the agenda of the meeting.

Secretary explained that as per Society's Advocate the willing members can sign the Development Agreement ("DA") & they would be called as "Executing Members".

.Mr Tapan Deshpande explained the GB the pros & cons of the members not signing the DA. Mr Ramesh Tank informed the GB that if the members decide to sign the DA then he requires all the members to sign the DA. Mr Louis Fernandes said that he will not sign the DA since his shop has been shifted from the original position. Mr Fernandes also added that he feels that the Society has favoured Mr Satish Bandivadekar and family by changing his shop position.

Mr Hitesh Choudhary said that he is in favour of the redevelopment, provided the deficit area of his shop is taken care of.

At this juncture Mr Aditya Shah arrived for the meeting. Mr Ramesh Tank briefed Mr Shah about the discussions he had with the GB till his arrival. Mr Shah also informed that Mayfair requires all the members to sign the DA if decided so. Mr Ramesh Tank & Mr Aditya Shah said that Mayfair has already incurred expenses for obtaining IOD & other approvals. He then further urged the Society in signing the DA, so that they can proceed to take action against the non- consenting members. Dr Nathan said that as a member, he has full faith & Confidence in the Office Bearers of the Society, he further added that he has no issues in Office Bearers signing the DA on behalf of the Society. After a lot of deliberations it was decided that the Chairman, Secretary & one member of the Managing Committee i.e Treasurer will sign the DA on behalf of the Society. Mr Paresch Jaywant enquired that if a member has any query in future then should they

approach the Developer directly, to which Mr Tank said that members will have to approach the MC only. Secretary assured Mr Jaywant that till handing over the keys of the new premises the MC will be available to resolve the grievances/queries of the members.

Mr Sanjiv Pandit enquired that as per the Income Tax rule, if the project is delayed for more than 3 years then who will bear the Capital Gain Tax. Mr Aditya Shah said that the Income Tax, if any has to be borne by the member only, however he assured that the building will be completed within 3 years. He also assured the members that there will be no compromise on the quality of the construction and the same material will be used for saleable flats as well as for the members rehab flats.

To a query raised by Mr Choudhary regarding the rate for the deficit area of his shop Mr Tank said that it will be the same at which the excess area will be paid by the members. Intervening the discussion Mr Tejas Deshpande said that the rate has to be fixed by the Developer & the same cannot be left on to the members to decide.

Mr Tejas Deshpande also added that the rental rate quoted by the Developer is less as compared to the tremendous increase in rental rate in the last 2 years. Mr Aditya Shah assured the GB that he will arrange for a survey & will decide accordingly.

Chairman said that nearly 20 premises are vacant, as members have already moved out of the Society & are paying rent from their own pocket & it will be unfair on the part of the Society if there is a delay in signing the DA. Chairman requested to pass the required resolutions to which the GB agreed and the following resolutions were passed.

Resolution No 1

"RESOLVED THAT the participation of members at this meeting by way of physical presence and online via Zoom meeting be and is hereby ratified. **FURTHER RESOLVED THAT** all decisions taken at this Special General Body Meeting shall be binding on all members, whether present through online forum or by being physically present, as also those who have not participated in today's meeting."

Proposed by Mr Mehul Vaidya Seconded by Mr Neelesh Valame Passed by majority.

3 members voted against resolution Mr Louis Fernandes, Mr Hitesh Chaudhary & Mr Santosh Kudalkar

Resolution No 2.

"RESOLVED THAT the draft of the Development Agreement (with all the schedules and annexures thereto), recording the agreed terms of grant of development rights of the Society's property to **M/S. MAYFAIR HOUSING ("Developer")**,

the Development Power of Attorney, the Society's declaration be and are hereby approved for execution, and override and supersede all prior documents including tender documents, offer letters, etc., and bind all members of the Society and persons claiming through members **FURTHER RESOLVED THAT** the details/areas of the members' old flats/shops/offices, and the floor plans and details of the members' new flats/ shops/offices in the proposed new buildings including the agreed areas of the same, the provisions pertaining to the car-parking spaces of the Members and the Developer and also the provisions pertaining to private terraces of the Developer, the various amounts payable to the members and to the Society and the instalments / method of paying the same, the rights of the Developer to the Developer's Premises, the rights of raising construction finance, the time for handing over the property to the Developer and all other timelines of the project and all other aspects of the project as covered by the Development Agreement be and are hereby approved. **FURTHER RESOLVED THAT** the Managing Committee in consultation with the Society's Advocates, is authorised to carry out minor changes/ corrections to the Development Agreement, Development POA, Society's declaration, etc., before execution of the same."

Proposed by Dr Janak Nathan Secoded by Mr Tejas Deshpande Passed by majority.

3 members voted against resolution Mr Louis Fernandes, Mr Hitesh Chaudhary & Mr Santosh Kudalkar

Resolution No 3

"**RESOLVED THAT** the Chairman, Secretary and one Managing Committee member be and are hereby authorised to execute the Development Agreement, the Development Power of Attorney, Society's Declaration, the Permanent Alternate Accommodation Agreements, and any other documents required for the redevelopment project, for and on behalf of the Society, and to attend the Sub-Registrar's office and admit execution and complete registration formalities in respect thereof. **FURTHER RESOLVED THAT** the Development Agreement, Power of Attorney, Society's Declaration and all other documents so executed by the Chairman, Secretary and one Managing Committee Members shall be for and on behalf of the Society and all members by the Society and shall accordingly bind all Members."

Proposed by Mr Manoj Malde Secoded by Dr Janak Nathan Passed by majority.

4 members voted against resolution Mr Louis Fernandes, Mr Hitesh Chaudhary, Mr Santosh Kudalkar & Mr Paresh Jaywant

Resolution No 4

"**RESOLVED** that the individual members' consents/ declarations subject to finalization by Society's Advocate be and are hereby approved and shall be signed by the Members. **FURTHER RESOLVED THAT** if any third party puts any claim in respect of any Members' existing premises, the same shall be the sole

responsibility of the concerned member to deal with and clear such claims at their own costs without any demur or delay."

Proposed by Mr Neelesh Valame Seconded by Mrs. Supriya Khanolkar Passed by majority.

2 members voted against resolution Mr Louis Fernandes, Mr Santosh Kudalkar.

Resolution No 5

"**RESOLVED THAT** the Developer is entitled, at its own risk and cost, to avail of credit facilities and construction finance, from banks, financial institutions, etc., for the redevelopment project, against the development rights, saleable area/FSI arising from the Developer's entitlements, Developer's Premises, receivables, etc. (other than the Members' New Premises and the Secured Premises as defined in the Development Agreement), for which the Society has granted its consent as per the Development Agreement. The Society shall co-operate with the Developer and sign/provide such further NOCs in the format of such banks/ NBFCs from whom the Developer raises construction finance."

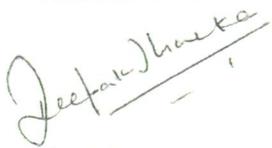
Proposed by Mr Paresh Jaywant Seconded by Dr. Vijay Shringarpure Passed unanimously.

Resolution No 6

"**RESOLVED THAT** in terms of the Development Agreement, any income tax/ capital gains tax payable by the Society/ Members by virtue of the Development Agreement or any time in future or on any amounts paid/ payable by the Developer to the Society or to the Members, are the liability of and shall be paid by the Members of the Society that are listed in Annexure-G to the Development Agreement (or the heirs, executors, administrators, assigns and persons claiming through Members). Neither the Developer nor the purchasers/ allottees of the Developer's Premises (even after their admission to the membership of the Society, or their heirs, executors, administrators, assigns and persons claiming through them) shall be liable to pay or be called upon to contribute towards the same.

"Proposed by Mr Narkar Seconded by Dr Devendra Khandke Passed unanimously.

After further deliberations meeting ended with vote of thanks to the Chair.


Secretary

ANNEXURE- "E"

(List of Title Documents of the Plot and the documents pertaining to the Old Building in the possession of the Society)

S. No.	Date and Description of Document REGARDING PLOT	Date
1.	Society Registration certificate bearing No. BOM/WGN/HSG (TC) 4874 of 1989-90	10.05.1990
2.	Deed of Conveyance (Unilateral Deemed Conveyance) dated 24 th July 2014 executed in its favour by Chandrakant V. Tikule, Competent Authority, as per the powers conferred upon him under section 5A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 on account of the vendors, confirming parties, developer and promoters stated therein, which is registered at the Office of the Sub-Registrar of Assurances at Mumbai City-2 under Serial No. BBE-2/6650/2014 dated 12 th August, 2014; Hence the Society is the absolute owner of the Plot, the Old Building and the ancillary structures standing thereon, free from all encumbrances and third-party claims.	24.07.2014
3.	Property Register Card.	---
4.	CTS Plan.	---

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Initials of the Parties

<i>For Vishwa Kutir Co-operative Housing Society Limited</i>	<i>For M/s. Mayfair Housing</i>
<i>Chairman Secretary M.C. Member</i>	<i>Auth. Signatory/Partner</i>

“ANNEXURE-F”, ‘PART-1’

(Details of Members who are Non-Resident Indians)

S. No.	Flat No.	Names of the Members	Permanent Account Number
1.	F-2	Mr. Nitin Madhusudan Vaidya (<i>Deceased</i>)	BGSPV5251M
2.	E-3	Mr. Neelesh Prabhakar Valame	AEQPV3712A

“ANNEXURE-F”, ‘Part -2’

(Details of Members’ Old Premises given on Leave & License basis)

S. No.	Flat/Shop/Office No.	Names of the Members	Details of the License Agreement
1.	B-4	Mr. Bakul Mahashankar Vaidya	Agreement Date: Registration No.: Licensee Details: License Term:
2.	F-1	Mr. Sudarshan Arvind Patil & Mrs Kalpana Sudarshan Patil	Agreement Date: Registration No.: Licensee Details: License Term:
3.	S-1	Mr. Louis Anthony Fernandes (<i>Nominee member</i>)	Agreement Date: Registration No.: Licensee Details: License Term:
4.	S-5	Dr. Shweta Laxmikant Mundaye alias Dr. Shweta Jaydeep Karmarkar & Tejaswini Laxmikant Mundaye	Agreement Date: Registration No.: Licensee Details: License Term:
5.	S-7	Mr. Prasanna Vasant Bandivdekar	Agreement Date: Registration No.: Licensee Details: License Term:
6.	S-12	Mrs. Apurva Anand Narkar	Agreement Date: Registration No.: Licensee Details: License Term:

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Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited

For M/s. Mayfair Housing

Chairman

Secretary

M.C. Member

Auth. Signatory/Partner

“ANNEXURE-F”, ‘Part -3’

Details of those Members’ Old Premises that are mortgaged

S. No.	Flat/Shop/Office No.	Name of the Members	Bank/ Credit Facility
1.	C-3	Mr. Diwakar Vishwanath Sawant	Mortgage with Ratnakar Co-op Bank
2.	D-1	Mr. Diwakar Vishwanath Sawant	Mortgage with Bank of Maharashtra.
3.	S-5	Dr. Shweta Laxmikant Mundaye alias Dr. Shweta Jaydeep Karmarkar & Tejaswini Laxmikant Mundaye	Mortgage with HDFC Bank.

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Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited

For M/s. Mayfair Housing

Chairman

Secretary

M.C. Member

Auth. Signatory/Partner

The Vishwa Kutir Co-op. Housing Society Ltd. (Regd.)
(Regn. No. BOM./WGN / HSG. (TC) 4874 OF 89-90)

Shanker Ghanekar Marg, Dadar,
M U M B A I - 4 0 0 0 2 8

Ref. No. _____

Date 4th March 2026

"ANNEXURE - G"

(Details of the Members' Old Premises and of their respective shares held in the Society)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the details of the members' existing premises are as follows:
MEMBERS' OLD PREMISES & THEIR RESPECTIVE SHARES

Sr No	Name(s) of the Member(s).	Details of the Members' Old Flats/Shops/Offices				Details of the Members' Shares	
		Flat/Shop/Office No.	Wing	Floor	Carpet Area (sft.)	Share Cert. No.	Dist. Nos.
1.	Mr. Madhav Rajaram Deshpande	A-1	A-Wing	First	603	10	046 to 050
						1	236 to 240
2.	Mr. Sanjiv Sham Pandit	A-2	A-Wing	Second	603	11	051 to 055
						2	241 to 245
3.	Mrs Jyoti Anand Kudalkar	A-3	A-Wing	Third	603	12	56 to 60
						3	246 to 250
4.	Mrs. Rekha Satish Bandivdekar	B-1	B-Wing	First	743	13	061 to 065
						4	251 to 255
5.	Mr. Vithoba Narayan Kalambe	B-2	B-Wing	Second	743	14	066 to 070
						5	256 to 260
6.	Mr. Satish Madhukar Bandivdekar	B-3	B-Wing	Third	743	15	071 to 075
						6	261 to 265
7.	Mr Mehul Bakul Vaidya	B-4	B-Wing	Fourth	495	16	076 to 080
						7	266 to 270
8.	Mr. Paresh Dattatray Jayawant & Vaijayanti Aniruddha Sule	C-1	C-Wing	First	519	17	081 to 085
						8	271 to 275
9.	Dr. Vijay Anant Shringarpure & Ms. Shashikala Shringarpure	C-2	C-Wing	Second	519	18	086 to 090
						9	276 to 280
10.	Mr. Diwakar Vishwanath Sawant	C-3	C-Wing	Third	519	19	091 to 095
						10	281 to 285
11.	Mr. Diwakar Vishwanath Sawant	D-1	D-Wing	First	652	20	096 to 100
						11	286 to 290







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Date _____

12.	Mrs. Janhavi Dilip Vaidya (nominee member)	D-2	D-Wing	Second	652	21	101 to 105
						12	291 to 295
13.	Mrs. Reshma Diwakar Sawant	D-3	D-Wing	Third	652	22	106 to 110
						13	296 to 300
14.	Mrs. Supriya Kaustubh Khanolkar & Mr. Kaustubh Anand Khanolkar	E-1	E-Wing	First	751	23	111 to 115
						14	301 to 305
15.	Mr. Anil Madhusudan Vaidya	E-2	E-Wing	Second	751	24	116 to 120
						15	306 to 310
16.	Mr. Neelesh Prabhakar Valame	E-3	E-Wing	Third	751	25	121 to 125
						16	311 to 315
17.	Mr. Sudarshan Arvind Patil & Mrs. Kalpana Sudarshan Patil	F-1	F-Wing	First	637	26	126 to 130
						17	316 to 320
18.	Mr. Nitin Madhusudan Vaidya (deceased)	F-2	F-Wing	Second	637	27	131 to 135
						18	321 to 325
19.	Mrs. Sonali Tapan Deshpande & Mr. Tapan Sharad Deshpande	F-3	F-Wing	Third	637	28	136 to 140
						19	326 to 330
20.	Sonali Ajay Nagle & Sheetal Pradhan	G-1	G-Wing	First	646	29	141 to 145
						20	331 to 335
21.	Dr. Devendra Aroon Khandke	G-2	G-Wing	Second	646	30	146 to 150
						21	336 to 340
22.	Mr. Manojkumar Jayantilal Malde (nominee member) & Mrs. Narmadaben Jayantilal Malde	G-3	G-Wing	Third	646	31	151 to 155
						22	341 to 345
23.	Dr. Janak Kanthimathi Nathan & Dr. Shamin Janak Nathan	H-1	H-Wing	First	699	32	156 to 160
						23	346 to 350
24.	Mr. Deodatta Vasant Bandiwadekar	H-2	H-Wing	Second	699	33	161 to 165
						24	351 to 355
25.	Mr. Deepak Narendra Thanekar	H-3	H-Wing	Third	699	34	166 to 170
						25	356 to 360
26.	Mr. Sharad Ramakant Aras	I-1	I-Wing	First	576	35	171 to 175
						26	361 to 365
27.	Mrs. Rimal Vivek D'silva	I-2	I-Wing	Second	576	36	176 to 180
						27	366 to 370







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Date _____

28.	Mrs. Aparna Deepak Thanekar	I-3	I-Wing	Third	576	37	181 to 185
						28	371 to 375
29.	Smt. Sushama Arvind Malgaonkar	R-1	C-Wing	Ground	285	38	186 to 190
						29	376 to 380
30.	Mrs. Rekha Satish Bandivdekar (nominee member)	R-2	C-Wing	Ground	367	52	191 to 195
						30	381 to 385
31.	Mr. Bakul Bharat Bhosale	R-3	D-Wing	Ground	167	40	196 to 200
						31	386 to 390
32.	Mrs. Medha Deodatta Bandiwadekar	R-4	D-Wing	Ground	334	41	201 to 205
						32	391 to 395
33.	Mr. Vikas Anant Pradhan (nominee member)	R-5	E-Wing	Ground	346	42	206 to 210
						33	396 to 400
34.	Mr. Anil Madhusudan Vaidya & Mr. Anand Dilip Vaidya (nominee member)	R-5A	E-Wing	Ground	314	54	231 to 235
						34	401 to 405
35.	Mr. Kailash Bhagwandas Gupta	R-6	G-Wing	Ground	125	43	211 to 215
						35	406 to 410
36.	Mr. Deepak Raghunath Mhaske (nominee member)	R-7	G-Wing	Ground	355	44	216 to 220
						36	411 to 415
37.	Dr. Shruti Anand Palaye	R-8	G-Wing	Ground	213	45	221 to 225
						37	416 to 420
38.	Mr. Louis Anthony Fernandes (nominee member)	S-1	H-Wing	Ground	298	1	001 to 005
						38	421 to 425
39.	Mr. Devaram Pragaji Chaudhary	S-2	H-Wing	Ground	133	2	006 to 010
						39	426 to 430
40.	Mr. Santosh Ramchandra Kudalkar (nominee member)	S-3	I-Wing	Ground	73	3	011 to 015
						40	431 to 435
41.	Mrs. Rekha Satish Bandivdekar & Mr. Satish Madhukar Bandivdekar (nominee member)	S-4	I-Wing	Ground	527	4	016 to 020
						41	436 to 440
42.	Dr. Shweta Laxmikant Mundaye alias Dr. Shweta Jaydeep Karmarkar & Ms. Tejaswini Laxmikant Mundaye	S-5	I-Wing	Ground	109	5	021 to 025
						42	441 to 445
43.	Mr. Shantilal Hastimal Jain	S-6	I-Wing	Ground	128	6	026 to 030
						43	446 to 450



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Date _____

44.	Mr. Prasanna Vasant Bandivdekar	S-7	A-Wing	Ground	231	7	031 to 035
						44	451 to 455
45.	Mr. Satish Madhukar Bandivdekar & Smt. Manisha Mohanrao Salunkhe	S-8,9,10	B-Wing	Ground	705	8	036 to 040
						45	456 to 460
46.	Mr. Prasad Satish Bandivdekar (nominee member)	S-11	B-Wing	Ground	328	48	041 to 045
						46	461 to 465
47.	Mrs. Apurva Anand Narkar	S-12	I-Wing	Ground	110	53	226 to 230
						47	466 to 470

For Vishwa Kutir Co-operative Housing Society Limited



Chairman



Secretary



MC Member



The Vishwa Kutir Co-op. Housing Society Ltd. (Regd.)

(Regn. No. BOM./WGN / HSG. (TC) 4874 OF 89-90)

Shanker Ghanekar Marg, Dadar,
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Ref. No. _____

Date 4th March 2026

"Annexure - H"

(Details of the Members New Flats, New Shops and New Offices)

This is to certify that the details of the members' existing premises, entitled Area, additional Area of new premises are as follows:

Sr. No.	Name of the Member(s)	Members' Old Flats/ Shops/Offices (proprata Built)				Area Details of Members' New Flats/Shops/Offices (accepted)			Members' New Flats/ Shops/ Offices (Allotment accepted)		
		Flat No./ Shop/ Office No.	R / NR	Existing Prorata Built-up Area (sq mtr.)	Existing Prorata Built-up Area (sq ft.)	Column 'A'	Column 'B'	Column 'C'	Flat No./ Shop/ Office No.	Floor (counting from Ground floor)	Carpet Area in sq ft
1.	Mr. Madhav Rajaram Deshpande	A-1	R	58.00	624.31	843	22	865	805	8th	774
2.	Mr. Sanjiv Sham Pandit	A-2	R	58.00	624.31	843	22	865	905	9th	774
3.	Mrs Jyoti Anand Kudalkar	A-3	R	58.00	624.31	843	22	865	1005	10th	774
4.	Mrs. Rekha Satish Bandivdekar	B-1	NR	71.61	770.81	1041	15	1056	NR 1	1st	949
5.	Mr. Vithoba Narayan Kalambe	B-2	R	71.61	770.81	1041	3	1044	1403	14th	970
6.	Mr. Satish Madhukar Bandivdekar	B-3	R	71.61	770.81	1041	3	1044	1603	16th	970
	Mr.Mehul Bakul Vaidya	B-4	R	50.91	548.00	740	176	915	1105	11th	828
8.	Mr. Paresh Dattatray Jayawant & Vaijayanti Aniruddha Sule	C-1	R	51.18	550.90	744	34	778	1004	10th	713
9.	Dr. Vijay Anant Shringarpure & Ms. Shashikala Shringarpure	C-2	R	51.18	550.90	744	34	778	1104	11th	713
10.	Mr. Diwakar Vishwanath Sawant	C-3	R	51.18	550.90	744	0	744	904	9th	677
11.	Mr. Diwakar Vishwanath Sawant	D-1	R	62.71	675.01	911	183	1094	1606	16th	1024
12.	Mrs. Janhavi Dilip Vaidya (nominee member)	D-2	R	62.71	675.01	911	49	960	1003	10th	888
13.	Mrs. Reshma Diwakar Sawant	D-3	R	62.71	675.01	911	163	1074	1605	16th	1000
14.	Mrs. Supriya Kaustubh Khanolkar Mr.	E-1	R	75.27	810.21	1094	0	1094	1206	12th	1024
15.	Mr. Anil Madhusudan Vaidya	E-2	R	75.27	810.21	1094	0	1094	1306	13th	1024
16.	Mr. Neelesh Prabhakar Valame	E-3	R	75.27	810.21	1094	0	1094	1506	15th	1024
17.	Mr. Sudarshan Arvind Patil & Mrs. Kalpana Sudarshan Patil	F-1	R	65.67	706.87	954	6	960	1103	11th	888
18.	Mr. Nitin Madhusudan Vaidya (deceased)	F-2	R	65.67	706.87	954	27	982	906	9th	902
19.	Mrs. Sonali Tapan Deshpande Mr & Tapan Sharad Deshpande	F-3	R	65.67	706.87	954	120	1074	1405	14th	1000
20.	Sonali Ajay Nagle & Sheetal Pradhan	G-1	R	66.54	716.24	967	15	982	806	8th	902
21.	Dr. Devendra Aroon Khandke	G-2	R	66.54	716.24	967	128	1094	1406	14th	1024
22.	Mr. Manojkumar Jayantilal Malde (nominee member) & Mrs. Narmadaben Jayantilal Malde	G-3	R	66.54	716.24	967	128	1094	1106	11th	1024

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Date _____

23.	Dr. Janak Kanthimathi Nathan & Dr. Shamin Janak Nathan	H-1	R	69.88	752.19	1015	17	1032	1006	10th	958
24.	Mr. Deodatta Vasant Bandiwadekar	H-2	R	69.88	752.19	1015	0	1015	1203	12th	941
25.	Mr. Deepak Narendra Thanekar	H-3	R	69.88	752.19	1015	28	1044	1303	13th	970
26.	Mr. Sharad Ramakant Aras	I-1	R	61.23	659.08	890	27	917	1205	12th	828
27.	Mrs. Rimal Vivek D'silva	I-2	R	61.23	659.08	890	0	890	903	9th	814
28.	Mrs. Aparna Deepak Thanekar	I-3	R	61.23	659.08	890	27	917	1305	13th	828
29.	Smt. Sushama Arvind Malgaonkar	R-1	NR	27.20	292.78	395	0	395	NR 102	1st	350
30.	Mrs. Rekha Satish Bandivdekar (nominee member)	R-2	NR	34.47	371.04	501	20	521	NR 103	1st	466
31.	Mr. Bakul Bharat Bhosale	R-3	R	18.39	197.95	267	39	306	801	8th	243
32.	Mrs. Medha Deodatta Bandiwadekar	R-4	R	29.24	314.74	425	19	444	901	9th	384
33.	Mr. Vikas Anant Pradhan (nominee member)	R-5	R	37.75	406.34	549	8	556	1102	11th	511
34.	Mr. Anil Madhusudan Vaidya & Mr. Anand Dilip Vaidya (nominee member)	R-5A	R	33.83	364.15	492	12	503	902	9th	452
35.	Mr. Kailash Bhagwandas Gupta	R-6	R	11.86	127.66	172	22	194	802	8th	143
36.	Mr. Deepak Raghunath Mhaske (nominee member)	R-7	R	37.91	408.06	551	0	551	1001	10th	502
37.	Dr. Shruti Anand Palaye	R-8	R	21.10	227.12	307	230	537	1101	11th	488
38.	Mr. Louis Anthony Fernandes (nominee member)	S-1	NR	29.37	316.14	427	0	427	Shop 4	Ground	386
39.	Mr. Devaram Pragaji Chaudhary	S-2	NR	14.05	151.23	204	0	204	Shop 2	Ground	180
40.	Mr. Santosh Ramchandra Kudalkar (nominee member)	S-3	NR	7.31	78.68	106	0	106	Shop 3	Ground	95
41.	Mrs. Rekha Satish Bandivdekar & Mr. Satish Madhukar Bandivdekar (nominee member)	S-4	NR	48.16	518.39	700	0	700	Shop 9	Ground	639
42.	Dr. Shweta Laxmikant Mundaye alias Dr. Shweta Jaydeep Karmarkar & Tejaswini Laxmikant Mundaye	S-5	NR	10.63	114.42	154	0	154	Shop 5	Ground	139
43.	Mr. Shantilal Hastimal Jain	S-6	NR	12.68	136.49	184	0	184	Shop 7	Ground	168
44.	Mr. Prasanna Vasant Bandivdekar	S-7	NR	22.65	243.80	329	0	329	Shop 6	Ground	300
45.	Mr. Satish Madhukar Bandivdekar & Smt. Manisha Mohanrao Salunkhe	S-8,9,10	NR	65.63	706.44	954	0	954	Shop 10	Ground	854
46.	Mr. Prasad Satish Bandivdekar (nominee member)	S-11	NR	31.15	335.30	453	0	453	Shop 8	Ground	418
47.	Mrs. Apurva Anand Narkar	S-12	NR	12.38	133.26	180	0	180	Shop 1	Ground	156
	total				2302.94						

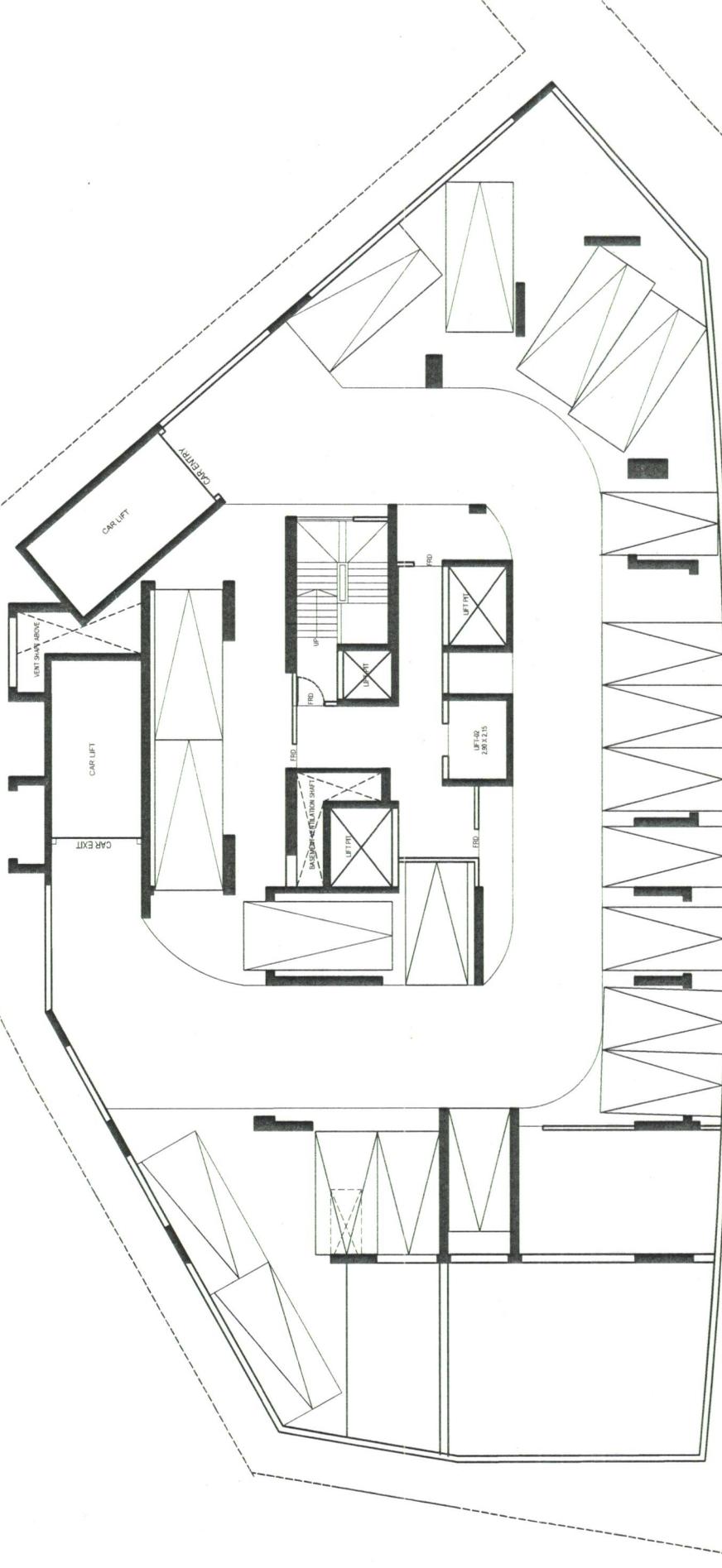
For Vishwa Kutir Co-operative Housing Society Limited

Chairman

Secretary

MC Member

ANNEXURE "I"



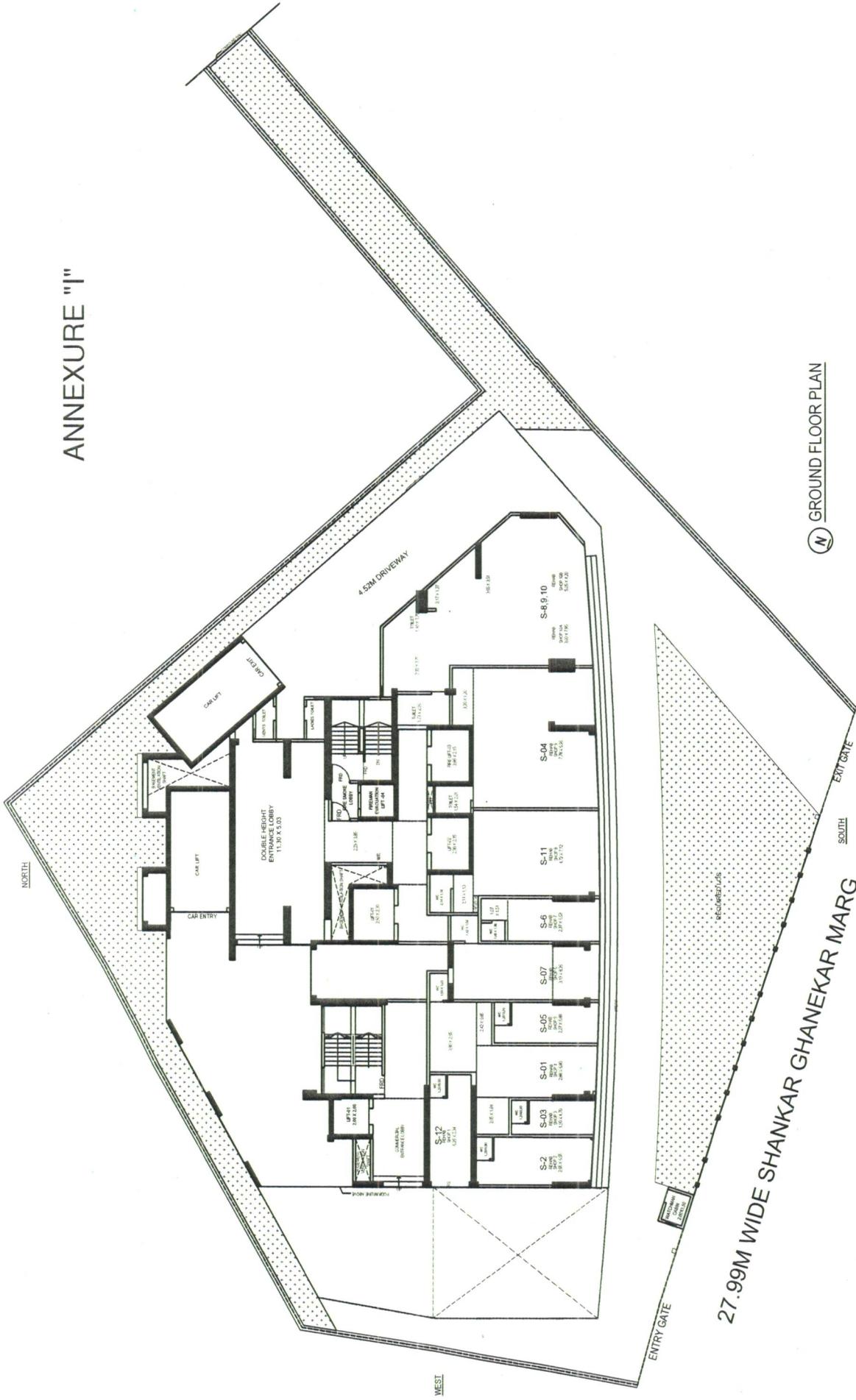
 **BASEMENT PLAN**
SCALE 1:100

NORTH



BASEMENT FLOOR PLAN

ANNEXURE "I"



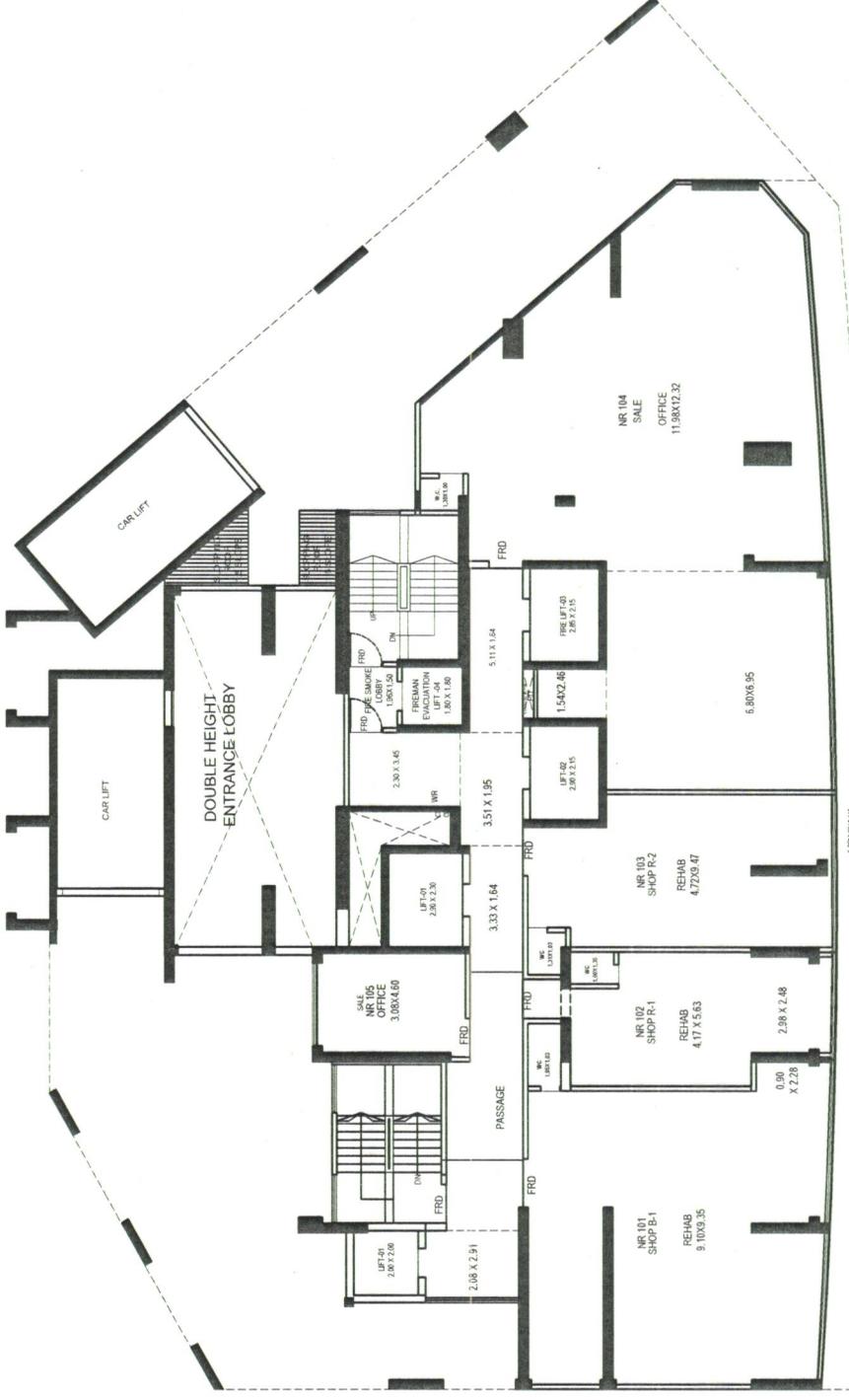
(N) GROUND FLOOR PLAN

NORTH



GROUND FLOOR PLAN

ANNEXURE "J"



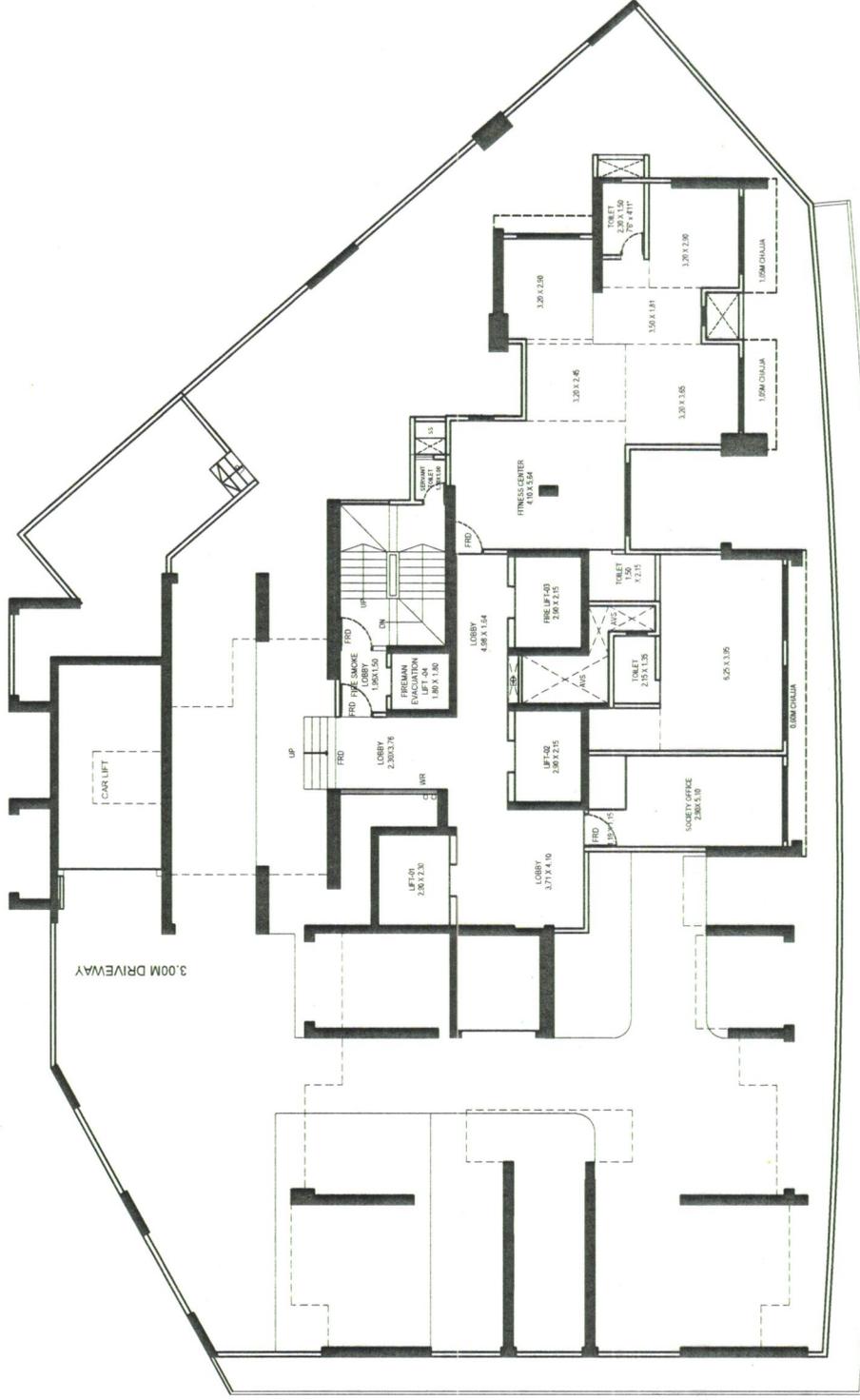
1ST FLOOR PLAN
SCALE 1:100



NORTH

FIRST FLOOR PLAN

ANNEXURE "J"



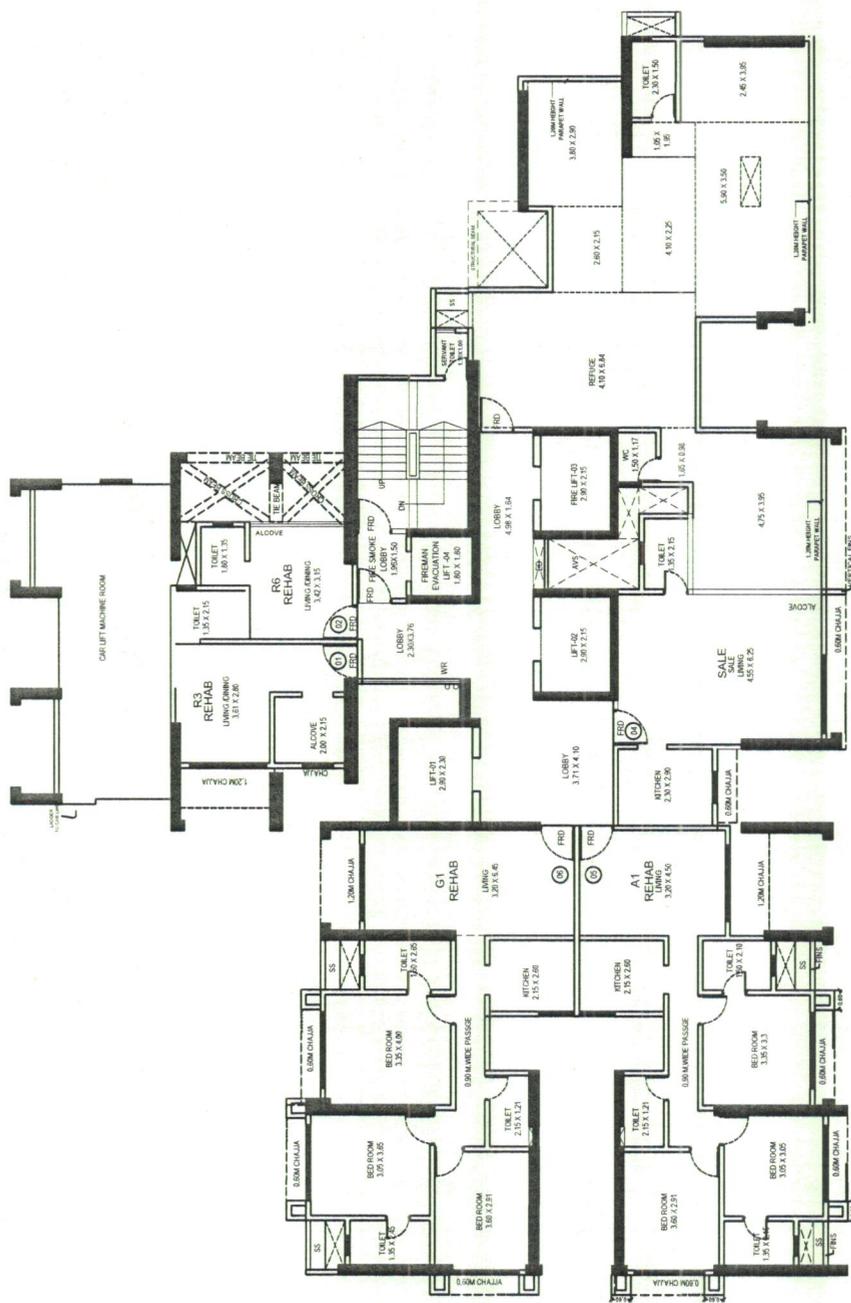
7TH PODIUM FLOOR PLAN

NORTH



7TH FLOOR PLAN

ANNEXURE "I"



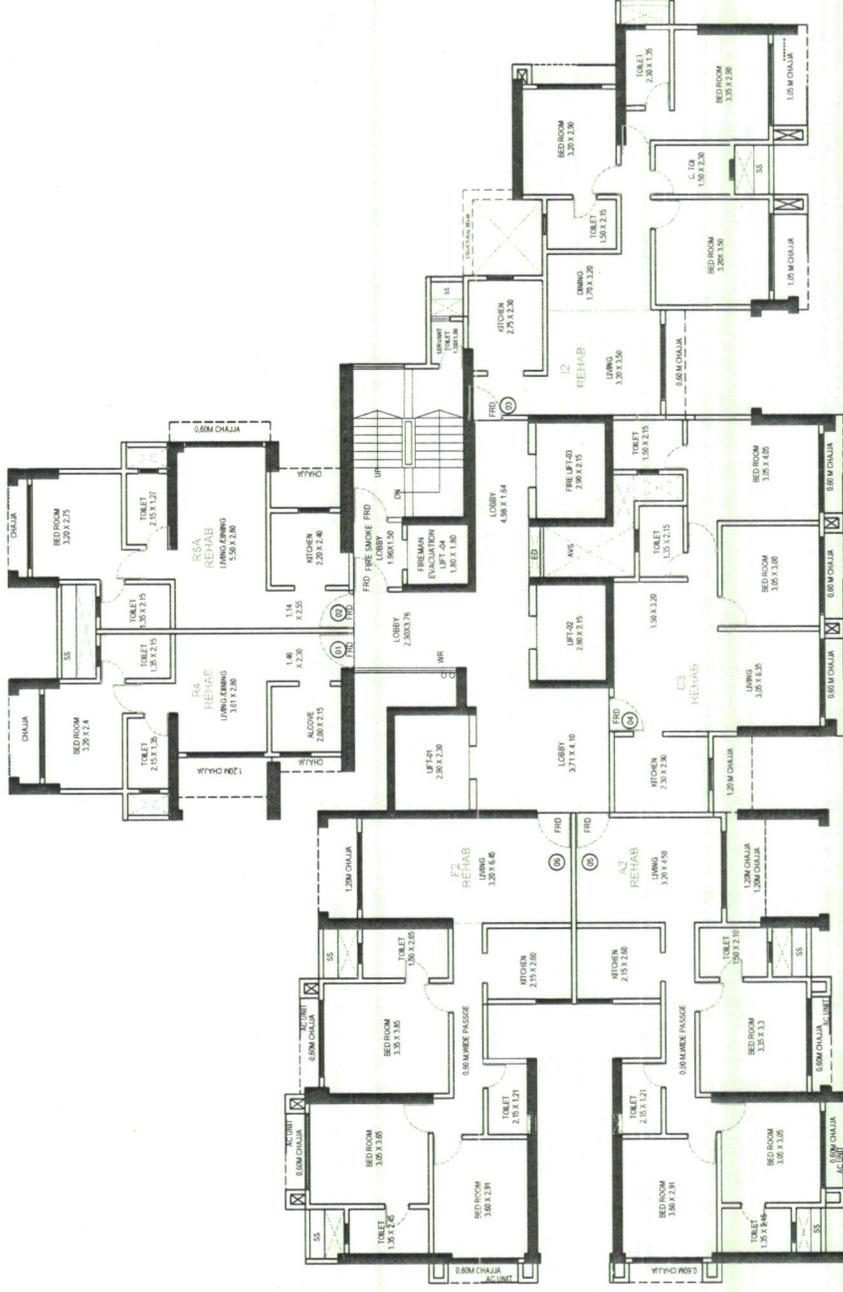
8TH FLOOR PLAN

NORTH



8TH FLOOR PLAN

ANNEXURE "I"



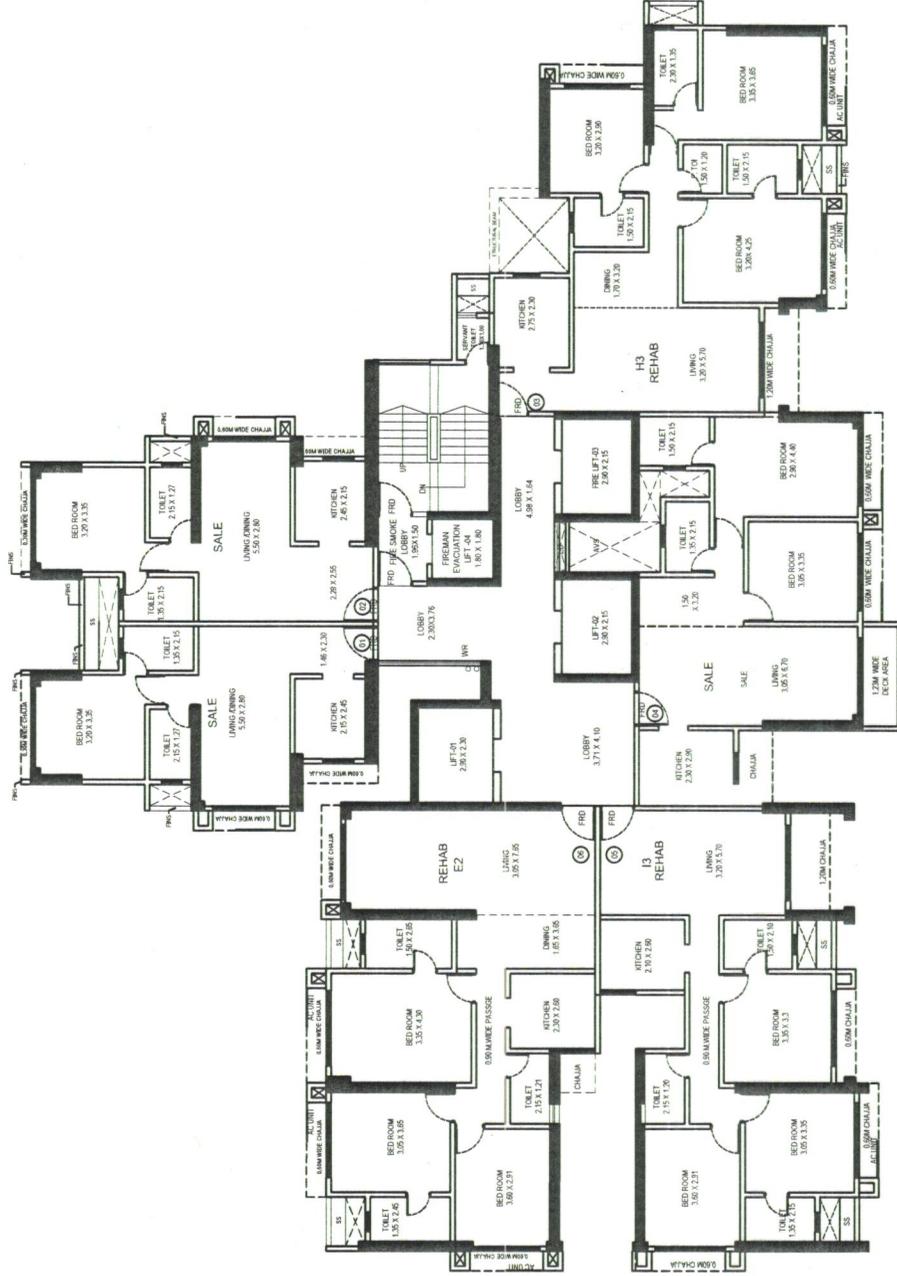
9TH FLOOR PLAN

NORTH



9TH FLOOR PLAN

ANNEXURE "I"



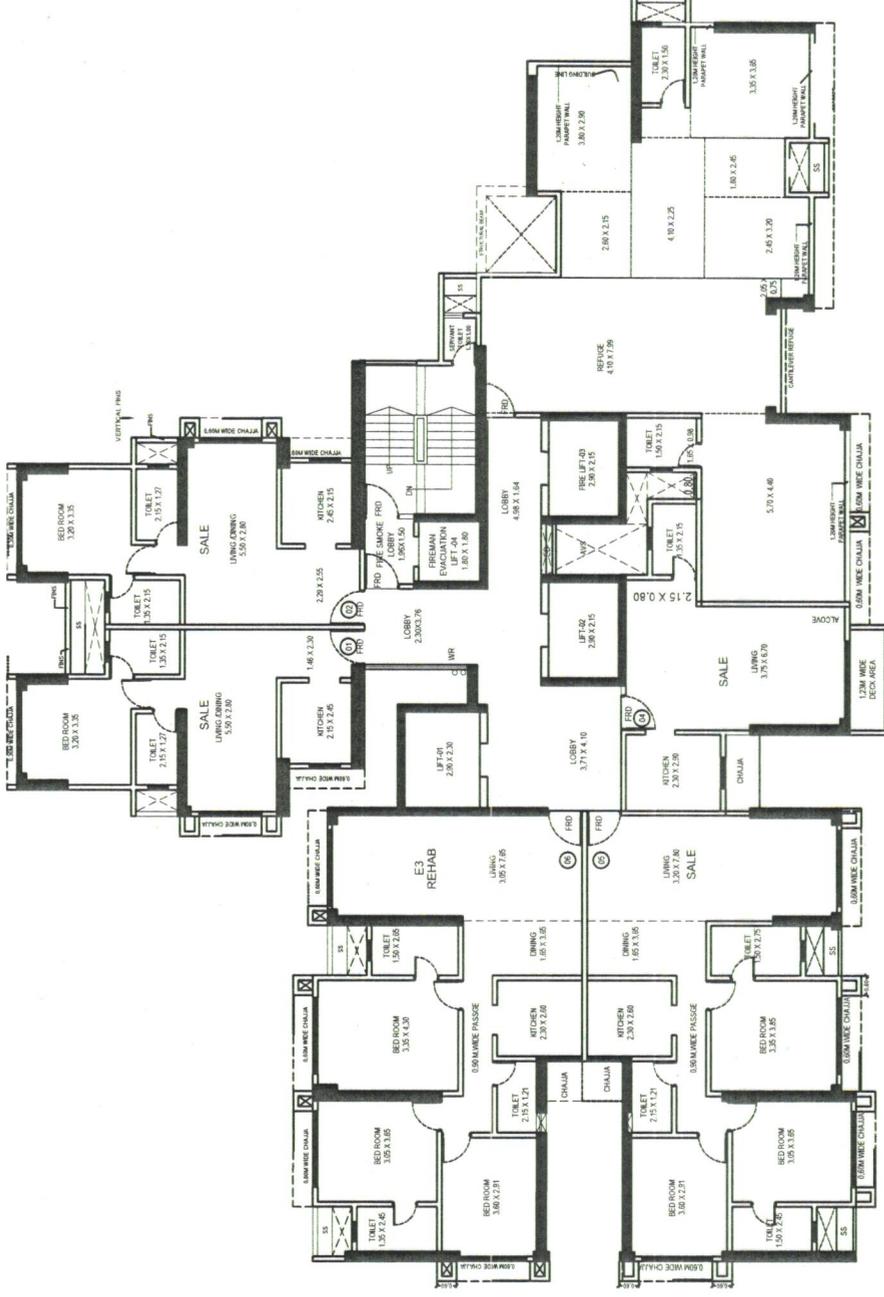
13TH FLOOR PLAN



NORTH

13TH FLOOR PLAN

ANNEXURE "I"



15TH FLOOR PLAN

NORTH



15TH FLOOR PLAN

ANNEXURE "J"

PART -1

Internal Amenities in Members' New Flats

- **Structure:**
RCC Framed structure.
- **Masonry & Plaster:**
The External Masonry Walls shall be brick/ concrete/ light weight blocks of 6" thick.
Internal Partition Wall shall be brick/ concrete/ light weight blocks of 4" thickness.
Internal Gypsum plaster in flats.
- **Flooring/Tiling:**
Vitrified tile in entire flats (Kajaria/ Simpolo/Johnson or equivalent)
Matching skirting.
Granite Kitchen platform with steel sink with glazing. (Nirali, Aristo, Neelkanth or equivalent).
Main platform and service platform (L shaped / Parallel)
- **Door / Window:**
Main entrance door to be of good quality teak wood solid flush door with Veneer finish with brass fitting.
Safety door with locking arrangement.
Laminated Bedroom doors flush / paneled with mortise lock
Water Resistant Flush/ panelled door for toilets
Marble / Granite framing with Anodised Aluminium sliding windows (Jindal, Hindalco or equivalent)
One panel of mosquito net.
- **Internal Plumbing:**
Concealed plumbing for internal water supply works with PVC pipes. (Astral, Supreme Prince or equivalent).
Good quality C. P. fittings in toilets for shower, taps. (Jaguar or equivalent).
Wash basin to be provided in bathrooms/toilet blocks. (Parryware, Hindware or equivalent)
Storage Geyser in each Bathroom. (Racold)
Wall mounted EWC with flushing system. (Parryware, Hindware or equivalent).
- **Paints:**
The internal paints shall Plastic Emulsion / Luster paint over Gypsum finish in wall ceilings. (Berger/Asian/Nerolac or equivalent)
- **Electricity**
Single / Three phase electric connection as per BEST standard.
Cable connection points, Intercom facility and internet connection points to be provided.
Concealed copper wiring (Finolex, Polycab, Relicab, RR or equivalent) and reputed brand switches (Legrand, Gold medal, GM, Anchor or equivalent).
Adequate number of Light and Fan points to be provided.
Sufficient utility electrical points.
Video door phone to each flat.
- **Piped Gas Connection**
Mahanagar piped gas connection for each flat.

ANNEXURE J

PART -2

Internal Amenities in Members' New Shops

- **Structure:**
RCC Framed structure.
- **Masonry & Plaster:**
The External Masonry Walls shall be brick/ concrete/ light weight blocks of 6" thick.
Internal Partition Wall shall be brick/ concrete/ light weight blocks of 4" thickness.
Internal Gypsum plaster.
- **Flooring/Tiling:**
Vitrified tile with Matching skirting.
- **Door / Window:**
Main shutter / doors with locking arrangement
Water Resistant Flush/ panelled door for toilets
- **Internal Plumbing:**
Concealed plumbing for internal water supply works with PVC pipes.
Good quality C. P. fittings in toilets.
Wash basin and Floor/ Wall mounted EWC with flushing system in toilet.
- **Paints:**
The internal paints shall Plastic Emulsion / Luster paint over Gypsum finish in wall ceilings.
- **Electricity**
Electric connection with single/ three phase meter as per BEST standards
Concealed copper wiring and reputed brand switches.
Adequate number of Light and Fan points to be provided.
Sufficient utility electrical points.

ANNEXURE J

PART -3

Internal Amenities in Members' New Offices

- **Structure:**
RCC Framed structure.
- **Masonry & Plaster:**
The External Masonry Walls shall be brick/ concrete/ light weight blocks of 6" thick.
Internal Partition Wall shall be brick/ concrete/ light weight blocks of 4" thickness.
Internal Gypsum plaster.
- **Flooring/Tiling:**
Vitrified tile with Matching skirting.
- **Door / Window:**
Main shutter / doors with locking arrangement
Water Resistant Flush/ panelled door for toilets
Aluminum window with marble / granite frame as per CFO requirement and elevation of the building
- **Internal Plumbing:**
Concealed plumbing for internal water supply works with PVC pipes.
Good quality C. P. fittings in toilets.
Wash basin and Floor/ Wall mounted EWC with flushing system in toilet.
- **Paints:**
The internal paints shall Plastic Emulsion / Luster paint over Gypsum finish in wall ceilings.
- **Electricity**
Electric connection with single/ three phase meter as per BEST standards
Concealed copper wiring and reputed brand switches.
Adequate number of Light and Fan points to be provided.
Sufficient utility electrical points.

ANNEXURE J

PART -4

Common Amenities

- **Structure:**
 - RCC Framed structure.
 - External Brick/ Block Masonary
 - External Plaster in two coats
 - Single coat cement mortar plaster in staircase and lobby

- **Waterproofing:**
 - All the open wet areas viz. Terrace, Lift Machine Room Top, Mumty Room Top, to be water-proofed with brick bat coba and I.P.S.
 - All the closed wet areas viz Bathroom, W.C. and Kitchen sinks to be done in chemical waterproofing as well as brick bat coba finished with cement mortar

- **External Plumbing:**
 - Vertical Drainage pipes and fittings shall be of C.I. material up to 1st floor and then PVC pipes above 1st floor. (Neco or equivalent).
 - The water down take shall be of G.I. pipes/ PVC pipes. (Prince, Supreme or equivalent)
 - Water connection for domestic/flushing as per MCGM norms.
 - Water storage tanks as per MCGM/CFO norms subject to height available from civil aviation.

- **External Painting:**
 - The external surface of the building will be painted with Acrylic / Texture Paint.(Asian, Nerolac or equivalent)

- **Common Facilities**
 - Designer entrance lobby with reception area and fancy nameplate, letter boxes.
 - Security cabin, Society office, Fitness center, servant toilets as per MCGM rules
 - Submersible pump with control panel at suitable location. (Kirloskar or equivalent).
 - Lift of required capacity of reputed brand as per CFO requirement. (Schindler, Otis, Hitachi, Kone or equivalent).
 - Car lifts for car parking movement to basement and podium
 - Chequered tiles / Interlocking Paver blocks.
 - Adequate lighting facility in compound.
 - Provision for storm water drains and drive ways.
 - Firefighting, rain water harvesting as per norms
 - Recreation garden.
 - CC T.V. Camera in compound
 - Decorative main gates with watchman cabin.

ANNEXURE "K"

PERMANENT ALTERNATE ACCOMMODATION AGREEMENT

THIS PERMANENT ALTERNATE ACCOMMODATION AGREEMENT (hereinafter referred to as "this PAAA") made and executed at Mumbai this [●] day of [●] 2026, **BY AND BETWEEN**

VISHWA KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED, a society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. BOM/ WGN/ HSG (TC) 4874 of 1989-90 dated 10.05.1990, having its registered address at Plot No. 892, Shankar Ghanekar Marg, Gokhale Road (South), Dadar (West), Mumbai 400 028, represented herein by its (1) Chairman, [●], (2) Secretary, [●], and (3) MC Member, [●], hereinafter referred to as the "Society" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **FIRST PART**;

M/S. MAYFAIR HOUSING, a partnership firm registered under the provisions of Indian Partnership Act, 1932 with the Registrar of Firms, Mumbai (Maharashtra) under No. BA – 104751; and having its registered address at 1, Mayfair Meridian, Near St. Blaise Church, Caesar Road, Andheri (West), Mumbai 400 058, hereinafter referred to as the "Developer" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the partner/s for the time being or from time to time constituting the firm, their survivors and the heirs, executors, administrators and assigns of the last surviving partner) of the **SECOND PART, AND**

[●], Indian Inhabitant(s), having his/her/their address at [●], hereinafter referred to as 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 permitted assigns) of the **THIRD PART**.

- Herein, where required, the Society, the Developer and the Member(s) shall collectively be referred to as "Parties".

WHEREAS:

A. By and under the Development Agreement dated [●] made and executed by and between the Society of the One Part and the Developer of the Other Part, registered with Sub-Registrar of Assurances under Serial No.[●] dated [●] (hereinafter referred to as the "Development Agreement"), development rights were granted to the Developer in respect of the Society's freehold plot of land bearing Final Plot No. 892 of Town Planning Scheme Mahim No. IV of Mahim Division, Cadastral Survey No. 1261 of Lower Parel Division, admeasuring 1,672.54 square metres, situated at Shankar Ghanekar Marg, Gokhale Road (South), Dadar (West), Mumbai 400 028 (hereinafter referred to as the "Plot"), with (i) the building named "Vishwa Kutir" standing thereon comprising of a ground floor plus three upper floors and part of the fourth floor, with a total of 37 (thirty-seven) residential flats [of which (a) 34 flats are used for residential purposes and 3 are used as offices] and 12 (twelve) commercial units therein (hereinafter referred to as the "Old Building"), (ii) ancillary structures such as common toilets, pump-room standing on the Plot.

- Herein, where required, the Plot with the Old Building and ancillary structures standing are collectively referred to as the "Property".

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<i>For Vishwa Kutir Co-operative Housing Society Limited</i>	<i>For M/s. Mayfair Housing</i>
Chairman Secretary M.C. Member	Auth. Signatory/Partner

- B. The Developer submitted to the concerned Authorities plans in respect of the development on the Plot and obtained LOI/ concession approvals of the new building proposed to be constructed on the Plot (hereinafter referred to as the “**New Building**”) along with the Intimation of Disapproval/ Intimation of Approval No. [●] dated [●]. The Developer shall construct the New Building on the Plot in accordance with the plans sanctioned by the Authorities.
- C. In terms of the Development Agreement, the members of the Society are entitled to new and larger premises in the New Building as detailed in the Development Agreement, while the balance of the premises belong to the Developer with absolute rights to sell or otherwise deal with at the Developer’s discretion. The members of the Society had finalised the allocation of the new flats/shops/offices amongst themselves in the New Building. Annexure-H to the Development Agreement records the areas of the new premises to be allotted to the members.
- D. The Member(s) herein is/are member(s) of the Society holding 5 shares of Rs.50/- each of the Society bearing Distinctive Nos. [●] to [●] (both inclusive) represented by Share Certificate No. [●] and 5 shares of Rs.50/- each of the Society bearing Distinctive Nos. [●] to [●] (both inclusive) represented by Share Certificate No. [●] (collectively referred to as the “**Shares**” and “**Share Certificates**”).
- E. The Member(s) herein represents that he/she/they is/are the allottee(s) of Flat/Shop/Office No. [●] admeasuring [●] square feet carpet area equivalent to [●] square feet built-up area on the [●] floor of the Old Building (the “**Old Flat/Shop/Office**”).
- F. As per the terms of the Development Agreement, the Member(s) herein is/are entitled to [●] square feet Carpet Area (*‘Carpet Area’ as defined in the Development Agreement*) free of costs (the “**Free Area Entitlement**”) by way of a flat/shop/office in the New Building, besides which [●] square feet Carpet Area (*‘Carpet Area’ as defined in the Development Agreement*) has been allotted to the Member(s) herein as per the Development Agreement and added to his new premises (the “**Additional Area**”). In terms of the Development Agreement, the new premises to be allotted to the Member(s) herein (inclusive of the Free Area Entitlement and Additional Area) is [●] square feet Carpet Area (*‘Carpet Area’ as defined in the Development Agreement*).
- G. In terms of the Development Agreement, Flat/Shop/Office No. [●] on the [●] floor (counting from the ground floor of the New Building and admeasuring [●] square feet Carpet Area (inclusive of Free Area Entitlement and Additional Area) (*‘Carpet Area’ as defined in the Development Agreement*) stands allotted to the Member(s) herein (the “**New Flat/Shop/Office**”).
- H. In terms of the Development Agreement, the Society, the Developer and the Member(s) herein are required to execute separate writings (*termed in the Development Agreement, and herein, as ‘Permanent Alternate Accommodation Agreement’*) to confirm the allotment of the new premises of each of the members as per the Development Agreement.
- I. The Parties are accordingly executing this PAAA to confirm the allocation of the New Flat/Shop/Office to the Member(s) herein.

NOW THIS PAAA WITNESSETH AS UNDER: -

1. Besides the capitalized terms specifically defined in this PAAA, other capitalized terms in this PAAA shall have the same meaning ascribed to them in the Development Agreement where applicable.
2. The Parties hereto confirm that the Developer is entitled to develop the Plot in the manner set out in the Development Agreement. The Developer shall be constructing the New Building on

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For M/s. Mayfair Housing

Chairman

Secretary

M.C. Member

Auth. Signatory/Partner

the Plot as per the plans approved by the Planning Authorities or as may be amended from time-to-time and in accordance with the Development Agreement.

3. The Member(s) ratify(ies) all processes for redevelopment that the Society has hitherto undertaken as also all decisions taken and all resolutions passed by the General Body and by the Managing Committee of the Society with regard to the Redevelopment Project, and confirm(s) that the same are binding on the Member(s). The Member(s) confirm(s) all terms and conditions of the Development Agreement including all schedules and annexures thereto and record(s) that the same, as also all decisions that will be taken by the Society (whether by the general body or the managing committee) are/ shall be binding, to all intents and purposes, on the Member(s). The Member(s) also agree(s) and undertake(s) to extend all co-operation so as to ensure that the Project is completed without any obstruction.
4. The Parties confirm that the Member(s) herein has/have been allotted the New Flat/Shop/Office, namely, Flat/Shop/Office No. [●] admeasuring [●] square feet Carpet Area (*as defined in the Development Agreement*) (inclusive of the Free Area Entitlement and Additional Area) on the [●] floor (*counting from the ground level*) of the New Building(s) that the Developer is constructing on the Plot. The New Flat/Shop/Office is more particularly described in the **Second Schedule** hereto. A floor plan of the New Flat/Shop/Office of the Member(s) herein is annexed hereto (and marked "**Annexure-2**"). In terms of the Development Agreement, the New Flat/Shop/Office has been allotted to the Member(s) herein in lieu of the Old Flat/Shop/Office.
5. The Member(s) confirm(s) the provisions pertaining to the Additional Area as contained in the Development Agreement *inter alia* in Clauses 8.3. of in the Development Agreement (including the payment rate pertaining to the Additional Area). The Member(s) confirm(s) that the Member(s) are required to pay the Developer an aggregate amount Rs. [●](Rupees [●]) ("**Consideration**") towards Additional Area, and the same shall be paid by the Member(s) to the Developer as per instalments as mutually agreed between them, and recorded in "**Annexure-3**" hereto. Any delay in the payments of the amounts the Member(s) shall attract interest at the rate of 12% per annum, without prejudice to any other rights and remedies available to the Society and/or the Members.
6. The internal amenities that will be provided in the new flats/shop/office of the Member(s) are listed in Annexure-J, 'Part-1/ Part-2/ Part-3' to the Development Agreement.
7. The Society states that the Member(s) hold(s) and shall continue to hold the Shares bearing Serial Nos. [●] to [●] and [●] to [●] represented by Share Certificate No. [●] and [●] respectively unless otherwise changed by the Society.
8. The Member(s) herein for himself/herself/themselves and with the intention to bind all persons into whose hands the New Flat/Shop/Office may come, represent(s), declare(s), covenant(s) and undertake(s) (as the case may be) as follows:

8.1. To maintain and keep the New Flat/Shop/Office at the Member(s)' costs in good condition from the date the possession thereof is offered by the Developers and shall not change/ alter or make addition in or to the New Building) or the New Flat/Shop/Office itself or any part thereof and shall not do or suffer to be done anything in or to the New Building (including the staircase, elevators, lobbies, passages, compound or other common areas) which may be against the rules, regulations or bye-laws of the Society and/or the Planning Authorities or other authorities. Any interior works that the Member(s) may carry out in the New Flat/Shop/Office shall be done through proper agencies and with the utmost caution so as not to cause any damage to the New Flat/Shop/Office or the premises

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For M/s. Mayfair Housing

Chairman

Secretary

M.C. Member

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next to/above/ below the New Flat/Shop/Office or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound. The Member(s) shall not damage or remove the fire alarms/ sprinklers installed within the New Flat/Shop/Office. Any damage caused to any premises below/ next to/ above the New Flat/Shop/Office or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound on account of any movement of material/ equipment to/from the New Flat/Shop/Office or on account of any work carried out therein shall be made good / rec-tified by the Member(s) at his/her/their own costs.

- 8.2. Not to make any internal changes to the New Flat/Shop/Office that will be in deviation of the building plans sanctioned by the Planning Authorities and/ or which may affect the Occupation Certificate that will be issued by the Planning Authorities or lead to any action being taken by the Planning Authorities against the Society or the Developer or other members/ unit-owners.
- 8.3. Not to cause any damage to the staircase, elevators, common passages or any other struc-tures of the New Building and in case any damage is caused to the New Building or the New Flat/Shop/Office or any other premises in the New Building on account of carrying/ shifting of any heavy/ oversized articles or on account of negligence or default of the Member or the workmen/ personnel engaged by them, the Member(s) shall be required to remedy the damage at his/her/their costs.
- 8.4. To carry out at his/her/their own cost all internal repairs to the New Flat/Shop/Office and maintain the New Flat/Shop/Office in the same condition, state and order in which it will be delivered by the Developer and not to do or suffer to be done anything in or to the New Building or the New Flat/Shop/Office which may be forbidden by the rules and authority or other public authority.
- 8.5. Not to demolish or cause to be demolished the New Flat/Shop/Office or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the New Building and to keep the sewers, drains, pipes and fittings in the New Flat/Shop/Office in good repair and condition.
- 8.6. Not to lay any claims to the Developer's Car-Parking Spaces (*as defined and detailed in the Development Agreement*), it being clearly understood and agreed that the Developer has absolute rights and discretion to allot the same amongst the purchasers/ allottees of the Developer's Premises.
- 8.7. To observe and perform all the bye-laws, rules & regulations of the Society and the amendments thereof that may be made from time to time.
- 8.8. To extend all co-operation so as to ensure that the re-development project is completed without any obstruction.
- 8.9. Not to affix box grills in the New Flat/Shop/Office and not to carry out any changes which alters the external elevational features of the New Building;
- 8.10. Not to carry out any alteration to the size or location or plumbing lines of the kitchen, bathrooms/ toilets of the New Flat/Shop/Office.
- 8.11. To abide by all rules and regulations as may be framed on completion of the New Build-ing with regard to interior works, house-keeping/ maintenance of the New Building and

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to contribute towards the general maintenance and upkeep of the New Building and the equipment provided including payment towards annual maintenance contracts.

8.12. In the event the Member(s) has/have been admitted as nominee(s) or heir(s) of a deceased member, he/she/ they confirm that he/ she/ they are holding the Shares and the New Flat/Shop/Office in the New Building for and on behalf of all heirs, and it is the responsibility of the Member(s) to deal with the other heirs and the title to the Shares/ New Flat/Shop/Office.

8.13. In the event any person(s) put forward any claims to the Old Flat/Shop/Office and/or the New Flat/Shop/Office and/or the Shares at any time in future whether by way of succession, inheritance, mortgage, sale, tenancy, occupancy, lease, license, charge, lien or otherwise howsoever, the same shall be the responsibility of the Member(s) alone and the Member(s) shall deal with all such claims at his/her/their own costs and shall reimburse the Society and the Developer of all costs incurred to deal with such claims, and the Member(s) hereby (jointly and severally) indemnify and keep indemnified and saved harmless the Developer and the Society against any loss suffered by the Developer and/or the Society as a result of claims made by third-parties.

9. As regards the car-parking spaces in the Project-

9.1. the Member(s) herein confirm all provisions pertaining to the same as provided in the Development Agreement, including the following (copied verbatim and in italics)-

- *“8.12. **Members’ New Car-Parking Spaces-** Out of the car-parking spaces earmarked on site, the Developer shall allot and make available to the Society, for the benefit of the Members listed in the Annexure-G hereto (or to persons claiming through such Members), 49 car-parking spaces (the **“Members’ New Parking Spaces”**) as detailed below-*

8.12.1. The Members’ New Car-Parking Spaces for the Members’ New Flats, Members’ New Shops and Members’ New Offices shall be provided by the Developer to the Society and the Society shall allocate the same to the Members herein as internally agreed in the Society.

8.12.2. The block of the Members’ New Car-Parking Spaces shall be identified by the Developer on or before the completion of the car-parking floors of the New Building.

8.12.3. The Members’ New Car-Parking Spaces shall be handed over to the Society and the Society shall be responsible to allot the same to the Members. The Developer shall not be concerned with, involved in, or responsible for the allocation and distribution of the Members’ New Car-Parking Spaces amongst the Members.”

- *“10.2. **Developer’s Car-Parking Spaces.** The balance of the car-parking spaces available in the Project (over and above Members’ New Car-Parking Spaces as per this Agreement) and as earmarked on site by the Developer [including those in the stilts, podium(s), basement(s), open spaces and whether stand-alone non-mechanized parking spaces or whether with-in or as part of any mechanized stack parking systems that may be installed by the Developer] are the Developer’s Car-Parking Spaces and the Developer is fully, freely and exclusively entitled to allocate the same amongst the Developer’s Flats & Developer’s Commercial Units*

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and/or to allot the same to the purchasers/ allottees thereof as the Developer deems fit (including more than two spaces or all spaces comprised in a podium/ basement for a single unit) whereupon the same shall be deemed to have been allotted to such allottees and purchasers by the Society, and the Society and the Members undertake not to challenge or change the same. The Society and the Members irrevocably and unequivocally agree and covenant that the shop/ office/ flat-purchasers to whom the Developer allots the Developer's Car-Parking Spaces shall be exclusively entitled to use the same for the parking of their vehicles to the exclusion of the other shop/office/ flat-holders in the New Building and that the location, number of spaces allotted by the Developer and sizes thereof shall not be challenged by the Society or the members or sought to be changed/ reduced.. The amounts agreed to be paid by the Developer to the Society and to the Members as per this Agreement is also towards the rights of the Developer (and the allottees thereof) in respect of the Developer's Car-Parking Spaces. The Society is bound and liable to recognize such allottees and purchasers as holders of the car-parking spaces allotted to them by the Developer. The Society undertakes to execute all such writings in conformity with the above, as may be required or whenever called for by the Developer."

9.2. The Member(s) herein confirm(s) that the Developer has the absolute discretion to allot the Developer's Car-Parking Spaces to the purchasers/ allottees/ users of the Developer's Flats and/or the Developer's Commercial Units and confirm(s) and covenant(s) not to lay claim to any of the Developer's Car-Parking Spaces, and that the allottees thereof shall be entitled to hold and the utilize the same for car-parking purposes to the exclusion of all other members, and that such right is transferrable and heritable. The aforesaid covenant shall bind all persons claiming through the Member(s) and shall be deemed to form part of any agreement/ deed or document by which rights of the Member(s) to his/her/ their New Flat/Shop/Office or Shares or in the Society shall stand transferred/ transmitted, and shall be deemed to bind the heirs, executors, administrators, assigns and all persons claiming through the Member(s).

10. As regards the terraces in the New Building-

10.1. the Member(s) herein confirm(s) all provisions pertaining to the same as provided in the Development Agreement, including the following (copied verbatim from the Development Agreement).

- **“7.4. Terraces –**

7.4.1. The terrace above the topmost habitable floor of the New Building shall be a common area and facility for the benefit of the owners / occupants of all the premises in the New Building and the same will be located above the uppermost habitable floor (the “Society's Common Terrace”). All other terraces or parts thereof in the New Building (which are abutting the Developer's Flats/ Developer's Commercial Units, whether included in FSI or free of FSI) shall belong to the Developer (the “Private Terraces”). It is hereby clearly understood and agreed that the Private Terraces are available to the Developer to attach to the Developer's Flats and/or the Developer's Commercial Units and/or to grant exclusive rights and user thereof to the purchasers/allottees of the Developer's Flats or the Developer's Commercial Units as the Developer shall decide at its discretion without

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any additional amount payable to the Society, and that the Society and/or the Members or any persons claiming through the Members shall not object to the same at any time. The Society and the Members irrevocably and unequivocally agree and covenant that the Private Terraces shall be married to and appurtenant to the Developer's Flats or the Developer's Commercial Units, as decided by the Developer, and such shop/office/flat-purchasers/allottees shall be exclusively entitled to use, enjoy and occupy such Private Terraces to the exclusion of any other shop/office/flat-holders in the New Building. Such Private Terraces shall be treated as a part of such flats/offices/shops as decided by the Developer for all rights and obligations and are specifically excluded from the general/common areas of the Society. The Society and the Members agree and confirm that such rights to the Private Terraces shall be transferred and/or inherited along with the transfer of such premises. The owners/occupiers of such premises shall be liable to maintain and carry out repairs/make good any damage caused to any of the Member's new premises or to the Society's common areas by reasons of the use or occupation of such Private Terraces at their own costs and expenses and bear the taxes of the same. Such shop/office/flat-purchasers/allottees to whom the Private Terraces have been allotted shall also be liable to pay to the Society maintenance charges of the Private Terraces, as decided by the Society, and the Developer shall incorporate all of the above and such other necessary terms in the agreement(s) to be executed with such purchasers/allottees. The Society shall also, at the Developer's cost and expense, execute such writings/pass such resolutions as may be required by the Developer in conformity with the above."

- 10.2. The Member(s) herein accordingly confirm(s) and covenant(s) that Private Terraces appurtenant to the Developer's Flats and/or the Developer's Commercial Units in the New Building form part of and shall be allotted for the exclusive use by the purchaser(s) of such flats/commercial units, and to the exclusion of other members and such rights are transferable and heritable, and the Member(s) shall not lay any claim to any of the Private Terraces attached to any of the Developer's Flats and/or the Developer's Commercial Units in the New Building, and such covenant shall bind all persons claiming through the Member(s) and shall be deemed to form part of any agreement/ deed or document by which rights of the Member(s) to the New Flat/Shop/Office or Shares or in the Society shall stand transferred/ transmitted, and shall be deemed to bind the heirs, executors, administrators, assigns and all persons claiming through the Member(s).
11. All obligations to be complied by the Society and its members and all representations and undertakings of the Society and its members as stated in the Development Agreement shall continue to bind the Society and the Member(s) herein and shall be treated as forming an operative part of this PAAA and shall be read and construed accordingly.
12. Stamp duty, registration charges and Goods and Service Tax (GST), and all incidental costs, if any, on this PAAA in respect to the Free Area Entitlement of the Member(s) shall be borne by the Developer, whereas the Stamp duty and Goods and Service Tax (GST), and all incidental costs, if any, on this PAAA is respect to the Additional Area shall be borne by the Member(s) as per the Development Agreement.

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Chairman	Secretary	M.C. Member	Auth. Signatory/Partner

13. Taxes under the Income Tax Act 1961 (whether currently applicable or as may be amended) are the liability of the Member(s) alone.

14. The Permanent Account Numbers (PAN) of the Parties are as follows: -

The Society : [●]
 The Developer: [●]
 The Member(s): [●]

THE FIRST SCHEDULE

(Description of the Plot)

Freehold plot of land of bearing Final Plot No. 892, T.P.S IV of Mahim Division, Cadastral Survey No.1261 of Lower Parel Division admeasuring 2072 square yards equivalent to 1,672.54 square meters, situated at Shankar Ghanekar Marg, Dadar (West), Mumbai 400 028.

THE SECOND SCHEDULE

[Description of the New Flat/Shop/Offices of the Member(s)]

Flat/Shop/Office bearing No. [●], admeasuring [●] square feet Carpet Area (as defined in the Development Agreement) equivalent to [●] square meters or thereabouts on the [●] floor (counting from the ground level) of the New Building to be constructed on the Plot described in the First Schedule above written, i.e., Freehold plot of land of bearing Final Plot No. 892, T.P.S IV of Mahim Division, Cadastral Survey No.1261 of Lower Parel Division, situated at Shankar Ghanekar Marg, Dadar (West), Mumbai 400 028.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

	<i>Signatures</i>	<i>Thumb Impressions</i>	<i>Photographs</i>
The Common Seal of the within named " Society " VISHWA KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED has hereunto been affixed pursuant to the resolution passed at its Special General Body Meeting held on [●] in the presence of)		
1) [●], <i>Chairman</i>)		
2) [●], <i>Secretary</i>)		
3) [●], <i>MC Member</i>)		
who, in token thereof, have hereunto set and subscribed their respective hands in the presence of the witnesses mentioned below-)		

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Initials of the Parties

<p><i>For Vishwa Kutir Co-operative Housing Society Limited</i></p> <p><i>Chairman Secretary M.C. Member</i></p>	<p><i>For M/s. Mayfair Housing</i></p> <p><i>Auth. Signatory/Partner</i></p>
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SIGNED SEALED AND DELIVERED by the)
 within named “**Member(s)**”)
 _____)
 in the presence of the witnesses)
 mentioned below-)

Signature(s)

*Thumb
Impression(s)*

Photograph(s)

SIGNED SEALED AND DELIVERED by)
 the within named “**Developer**”)
M/S. MAYFAIR HOUSING by the hands of)
 its Partner, [●])
 in the presence of the witnesses)
 mentioned below-)

Signature

*Thumb Impres-
sion*

Photograph

WITNESSES: -

1. _____

2. _____

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<i>For Vishwa Kutir Co-operative Housing Society Limited</i>			<i>For M/s. Mayfair Housing</i>
<i>Chairman</i>	<i>Secretary</i>	<i>M.C. Member</i>	<i>Auth. Signatory/Partner</i>

ANNEXURE-3

**ADDITIONAL AREA DETAILS AND AGREED INSTALLMENTS OF PAYMENTS FOR AD-
DITIONAL AREA**

1.	Additional Area of the Member(s)	_____ square feet Carpet Area
2.	Amount agreed to be paid for the Additional Area	Rs. _____/- (Rupees _____) per square foot Carpet Area
3.	Total amount payable to the Developer for Additional Area	Rs. _____ (Rupees _____)
4.	Agreed Installments of payment for Additional Area by the Member(s) to the Developer-	
	a) ___% of the agreed amount on execution of the Permanent Alternate Accommodation Agreement;	Rs. _____ (Rupees _____)
	b) ___% of the agreed amount on the Appointed Date;	Rs. _____ (Rupees _____)
	c) ___% of the agreed amount to be paid-	
	• in case of Members' New Offices or Members' New Shops, in equal quarterly installments starting from the end of 3 months from the Appointed Date but in any event within seven days of the Developer issuing the applicable Notice-to-Occupy Commercial Premises;	Rs. _____ (Rupees _____)
	• in case of Members' New Flats, the same shall be spread between the number of floors of the New Building, and accordingly each installment shall be paid on casting of each slab of the New Building;	Rs. _____ (Rupees _____)
	d) balance ___% of the agreed amount shall be payable within seven days of the Developer issuing the applicable Notice-to-Occupy, and in any event before the possession of the concerned Members' New Premises are handed over to them.	Rs. _____ (Rupees _____)
5.	As per the Development Agreement, the Member(s) shall also bear and pay the stamp duty, registration charges, GST and all incidental charges/duties on the Additional Area, and shall also pay interest @ 12% per annum for delayed payment of the above installments.	

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Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited

For M/s. Mayfair Housing

Chairman

Secretary

M.C. Member

Auth. Signatory/Partner

(Details of the Hardship Compensation and Displacement Compensation payable to each of the Members Old Flats)

Sr.No.	Name of Members	Column A		Column B				Column C				Col. C4 Temporary Accommodation Exp. Comp. acc. exp. @Rs.250/- pcf. of Members' Old Flats (Rs.)	
		Member Old flats		Hardship Compensation				Rental Compensation					
		Flat No	Existing Area Sq.ft.	Col. B1 1st Tranche payable on execution and registration of the agreement (10% of total amount)	Col. B2 2nd Tranche payable on Ap-pointed date (20% of total amount)	Col. B3 3rd Tranche payable on Repossession (70% of total amount)	Total (B1 + B2 + B3 Rs.)	Col. C1 for 12 months from Appointed Date (Rs.125/- pcf.) By way of monthly PDCs	Col. C2 from 13th month to 24th month from, Appointed Date (Rs.131/- pcf) By way of monthly PDCs	Col. C3 from 25st month to 36th month from Appointed Date (Rs.137/- pcf) By way of monthly PDCs	Col. C4 From 37th month to 42th month from Appointed Date (Rs.144/- pcf) by issuing cheques on a monthly basis		
1	Mr. Madhav Rajaram Deshpande	A-01	603.00	120,600	241,200	844,200	1,206,000	904,500	947,916	991,332	1,041,984	150,750	40,000
2	Mr. Sanjiv Sham Pandit	A-02	603.00	120,600	241,200	844,200	1,206,000	904,500	947,916	991,332	1,041,984	150,750	40,000
3	Mrs Jyoti Anand Kudalkar	A-03	603.00	120,600	241,200	844,200	1,206,000	904,500	947,916	991,332	1,041,984	150,750	40,000
4	Mr. Vithoba Narayan Kalambe	B-02	743.00	148,600	297,200	1,040,200	1,486,000	1,114,500	1,167,996	1,221,492	1,283,904	185,750	40,000
5	Mr. Satish Madhukar Bandivdekar	B-03	743.00	148,600	297,200	1,040,200	1,486,000	1,114,500	1,167,996	1,221,492	1,283,904	185,750	40,000
6	Mr. Mehul Bakul Vaidya	B-04	495.00	99,000	198,000	693,000	990,000	742,500	778,140	813,780	855,360	123,750	40,000
7	Mr. Paresb Dattatray Jayawant & Vijayanti Aniruddha Sule	C-01	519.00	103,800	207,600	726,600	1,038,000	778,500	815,868	853,236	896,832	129,750	40,000
8	Dr. Vijay Anant Shringarpure & Ms. Shashikala Shringarpure	C-02	519.00	103,800	207,600	726,600	1,038,000	778,500	815,868	853,236	896,832	129,750	40,000
9	Mr. Diwaker Vishwanath Sawant	C-03	519.00	103,800	207,600	726,600	1,038,000	778,500	815,868	853,236	896,832	129,750	40,000
10	Mr. Diwaker Vishwanath Sawant	D-01	652.00	130,400	260,800	912,800	1,304,000	978,000	1,024,944	1,071,888	1,126,656	163,000	40,000
11	Mrs. Janhavi Dilip Vaidya	D-02	652.00	130,400	260,800	912,800	1,304,000	978,000	1,024,944	1,071,888	1,126,656	163,000	40,000
12	Mrs. Reshma Diwaker Sawant	D-03	652.00	130,400	260,800	912,800	1,304,000	978,000	1,024,944	1,071,888	1,126,656	163,000	40,000
13	Mrs. Supriya Kaustubh Khanolkar & Mr. Kaustubh Anand Khanolkar	E-01	751.00	150,200	300,400	1,051,400	1,502,000	1,126,500	1,180,572	1,234,644	1,297,728	187,750	40,000
14	Mr. Anil Madhusudan Vaidya	E-02	751.00	150,200	300,400	1,051,400	1,502,000	1,126,500	1,180,572	1,234,644	1,297,728	187,750	40,000
15	Mr. Neelesh Prabhakar Valame	E-03	751.00	150,200	300,400	1,051,400	1,502,000	1,126,500	1,180,572	1,234,644	1,297,728	187,750	40,000
16	Mr. Sudarshan Arvind Patil & Mrs. Kalpana Sudarshan Patil	F-01	637.00	127,400	254,800	891,800	1,274,000	955,500	1,001,364	1,047,228	1,100,736	159,250	40,000
17	Mr. Nitin Madhusudan Vaidya (deceased)	F-02	637.00	127,400	254,800	891,800	1,274,000	955,500	1,001,364	1,047,228	1,100,736	159,250	40,000
18	Mrs. Sonali Tapan Deshpande & Mr. Tapan Sharad Deshpande	F-03	637.00	127,400	254,800	891,800	1,274,000	955,500	1,001,364	1,047,228	1,100,736	159,250	40,000
19	Sonali Ajay Nagle & Sheetal Pradhan	G-01	646.00	129,200	258,400	904,400	1,292,000	969,000	1,015,512	1,062,024	1,116,288	161,500	40,000
20	Dr. Devendra Aroon Khandke	G-02	646.00	129,200	258,400	904,400	1,292,000	969,000	1,015,512	1,062,024	1,116,288	161,500	40,000
21	Mr. Manojkumar Jayantilal Malde (nominee member) & Mrs. Narmadaben Jayantilal Malde	G-03	646.00	129,200	258,400	904,400	1,292,000	969,000	1,015,512	1,062,024	1,116,288	161,500	40,000
22	Dr. Janak Kanthimathi Nathan & Dr. Shamin Janak Nathan	H-01	699.00	139,800	279,600	978,600	1,398,000	1,048,500	1,098,828	1,149,156	1,207,872	174,750	40,000
23	Mr. Deodatta Vasant Bandiwadekar	H-02	699.00	139,800	279,600	978,600	1,398,000	1,048,500	1,098,828	1,149,156	1,207,872	174,750	40,000
24	Mr. Deepak Narendra Thanekar	H-03	699.00	139,800	279,600	978,600	1,398,000	1,048,500	1,098,828	1,149,156	1,207,872	174,750	40,000
25	Mr. Sharad Ramakant Aras	I-01	576.00	115,200	230,400	806,400	1,152,000	864,000	905,472	946,944	995,328	144,000	40,000
26	Mrs. Rimal Vivek D'silva	I-02	576.00	115,200	230,400	806,400	1,152,000	864,000	905,472	946,944	995,328	144,000	40,000
27	Mrs. Aparna Deepak Thanekar	I-03	576.00	115,200	230,400	806,400	1,152,000	864,000	905,472	946,944	995,328	144,000	40,000
28	Mr. Bakul Bharat Bhosale	R-03	167.00	33,400	66,800	233,800	334,000	250,500	262,524	274,548	288,576	41,750	40,000
29	Mrs. Medha Deodatta Bandiwadekar	R-04	334.00	66,800	133,600	467,600	668,000	501,000	525,048	549,096	577,152	83,500	40,000
30	Mr. Vikas Anant Pradhan (nominee member)	R-05	346.00	69,200	138,400	484,400	692,000	519,000	543,912	568,824	597,888	86,500	40,000
31	Mr. Anil Madhusudan Vaidya & Mr. Anand Dilip Vaidya (nominee member)	R-A5	314.00	62,800	125,600	439,600	628,000	471,000	493,608	516,216	542,592	78,500	40,000
32	Mr. Kailash Bhagwandas Gupta	R-06	125.00	25,000	50,000	175,000	250,000	187,500	196,500	205,500	216,000	31,250	40,000
33	Mr. Deepak Raghunath Mhaske (nominee member)	R-07	355.00	71,000	142,000	497,000	710,000	532,500	558,060	583,620	613,440	88,750	40,000
34	Dr. Shruti Anand Palaye	R-08	213.00	42,600	85,200	298,200	426,000	319,500	334,836	350,172	368,064	53,250	40,000
			19084	3,816,800	7,633,600	26,717,600	38,168,000	28,626,000	30,000,048	31,374,096	32,977,152	4,771,000	40,000

Annexure - "L"

(Details of the Hardship Compensation and Displacement Compensation payable to each of the Members Old offices)

Sr.No.	Name of Members	Column A		Column B			Rental Compensation	Column C	
		Office Number	Existing Area	Col. B1 1st Tranche payable on execution and registration of the agreement (10% of total amount)	Col. B2 2nd Tranche payable on Appointed date (20% of total amount)	Col. B3 3rd Tranche payable on Reposes-sion (70% of total amount)		Col. B1 Total (B1 + B2+B3) (Rs.)	Col. C1 Compensation for 12 months from Appointed Date (Rs.125/- psf.) By way of monthly PDCs
1	Mrs. Rekha Satish Bandivdekar	B-01	743.00	148,600	297,200	1,040,200	1,114,500	185,750	40,000
2	Smt. Sushama Arvind Malgaonkar	R-01	285.00	57,000	114,000	399,000	427,500	71,250	40,000
3	Mrs. Rekha Satish Bandivdekar (nominee member)	R-02	367.00	73,400	146,800	513,800	550,500	91,750	40,000
			1395.00	279,000	558,000	1,953,000	2,092,500	348,750	120,000

Annexure - "L"

(Details of the Hardship Compensation and Displacement Compensation payable to each of the Members Old Shops)

Sr.No.	Name of Members	Office Number	Existing Area	Column B Hardship Compensation			Total (B1 + B2+B3) (Rs.)	Rental Compensation Col. C1 for 12 months from Appointed Date (Rs.250/- psf.) By way of monthly PDCs	Column C	
				Col. B1 1st Tranche payable on execution and registration of the agreement (10% of total amount)	Col. B2 2nd Tranche payable on Appointed date (20% of total amount)	Col. B3 3rd Tranche payable on Repossession (70% of total amount)			Temporary Accommodation Comp. to meet temp. acc. exp. @Rs.500 /- psf. of Members' Old Flats (Rs.)	Col. C4 Packing & Moving /Transportatio n Expenses Rs.
1	Mr. Louis Anthony Fernandes (nominee member)	S-01	298.00	59,600	119,200	417,200	596,000	894,000	149,000	40,000
2	Mr. Devaram Pragaji Chaudhary	S-02	133.00	26,600	53,200	186,200	266,000	399,000	66,500	40,000
3	Mr. Santosh Ramchandra Kudalkar (nominee member)	S-03	73.00	14,600	29,200	102,200	146,000	219,000	36,500	40,000
4	Mrs. Rekha Satish Bandivdekar & Mr. Satish Madhukar Bandivdekar (nominee member)	S-04	527.00	105,400	210,800	737,800	1,054,000	1,581,000	263,500	40,000
5	Dr. Shweta Laxmikant Mundaye alias Dr. Shweta Jaydeep Karmarkar & Ms. Tejaswini Laxmikant Mundaye	S-05	109.00	21,800	43,600	152,600	218,000	327,000	54,500	40,000
6	Mr. Shantilal Hastimal Jain	S-06	128.00	25,600	51,200	179,200	256,000	384,000	64,000	40,000
7	Mr. Prasanna Vasant Bandivdekar	S-07	231.00	46,200	92,400	323,400	462,000	693,000	115,500	40,000
8	Mr. Satish Madhukar Bandivdekar & Smt. Manisha Mohanrao Salunkhe	S-08,S-09,	705.00	141,000	282,000	987,000	1,410,000	2,115,000	352,500	40000 + 40000+40000
9	Mr. Prasad Satish Bandivdekar (nominee member)	S-11	328.00	65,600	131,200	459,200	656,000	984,000	164,000	40,000
10	Mrs. Apurva Anand Narkar	S-12	110.00	22,000	44,000	154,000	220,000	330,000	55,000	40,000
			2642.00	528,400	1,056,800	3,698,800	5,284,000	7,926,000	1,321,000	



ANNEXURE "M"

(Draft Specimen of the Deed of Adherence)

DEED OF ADHERENCE

THIS DEED OF ADHERENCE (hereinafter referred to as "**this Deed**") made and executed at Mumbai this [●] day of [●] in the year [●] **BY AND BETWEEN**

[●], Indian Inhabitant(s), residing at [●], hereinafter referred to as the "**Outgoing 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 permitted assigns) of the **FIRST PART**;

[●], Indian Inhabitant(s), residing at [●], hereinafter referred to as the "**Incoming 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 permitted assigns) of the **SECOND PART**;

VISHWA KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED, a society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under No. BOM/WGN/HSG (TC) 4874 of 1989-90 dated 10.05.1990, having its registered address at Plot No. 892, Shankar Ghanekar Marg, Gokhale Road (South), Dadar (West), Mumbai 400 028, represented herein by its (1) [●], Chairman, (2) [●], Secretary, and (3) [●], MC Member, hereinafter referred to as the "**Society**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors) of the **THIRD PART, AND**

M/S. MAYFAIR HOUSING, a partnership firm registered under the provisions of Indian Partnership Act, 1932 with the Registrar of Firms, Mumbai (Maharashtra) under No. BA – 104751; and having its registered address at 1, Mayfair Meridian, Near St. Blaise Church, Caesar Road, Andheri (West), Mumbai 400 058, hereinafter referred to as the "**Developer**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the partner/s for the time being or from time to time constituting the firm, their survivors and the heirs, executors, administrators and assigns of the last surviving partner) of the **FOURTH PART**.

WHEREAS:

- A. By and under the Development Agreement dated [●] made and executed by and between the Society of the One Part and the Developer of the Other Part, and which is registered with the Sub-Registrar of Assurances at [●] under Serial No. [●] dated [●] (the "**Development Agreement**"), development rights have been granted to the Developer in respect of the freehold plot of land of the Society bearing Final Plot No. 892 of Town Planning Scheme No. IV Mahim Division, Cadastral Survey No. 1261 of Lower Parel Division, admeasuring 1,672.54 square meters, situated at Shankar Ghanekar Marg, Dadar (West), Mumbai 400 028 (hereinafter referred to as the "**Plot**"), with the building named, "Vishwa Kutir" comprising of a ground floor, three upper floors and part of the fourth floor (hereinafter referred to as the "**Old Building**") and ancillary structures such as common toilets, pump-room standing thereon. Herein, where required, the Plot and the Old Building and the ancillary structures thereon are collectively referred to as the "**Property**". In terms of the Development Agreement, the Developer is constructing new building on the Plot (the "**New Building**") which will comprise of inter alia the new flats for the members of the Society, and flats that will belong to the Developer with full rights to sell/ deal with the same.

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Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited			For M/s. Mayfair Housing	
Chairman	Secretary	M.C. Member	Auth. Signatory/Partner	

- B. The Outgoing Member(s) herein is/ are member(s) of the Society, holding Five fully paid-up shares of Rs.50/- each of the Society bearing Distinctive Nos. [●] to [●] (both inclusive) represented by Share Certificate No. [●] and Five fully paid-up shares of Rs.50/- each of the Society bearing Distinctive Nos. [●] to [●] (both inclusive) represented by Share Certificate No. [●].
- Herein, where required, the said 5 (Five) Shares of Rs. 50/- (Rupees Fifty) each, bearing distinctive Nos. [●] to [●] (both inclusive) held under Share Certificate No. [●] dated [●] and the said 5 (Five) Shares of Rs. 50/- (Rupees Fifty) each, bearing distinctive Nos. [●] to [●] (both inclusive) held under Share Certificate No. [●] dated [●], are collectively referred to as the “**Shares**”;
 - Herein, where required, the said Share Certificate No. [●] and Share Certificate No. [●], are collectively referred to as the “**Share Certificates**”.
- C. The Outgoing Member(s) herein is/ was the owner(s)/ allottee(s) of Flat/Shop/Office No. [●] admeasuring [●] square feet carpet area equivalent to [●] square feet built-up area on the [●] floor of the Old Building (the “**Old Flat/Shop/Office**”). In terms of the Development Agreement, Flat/Shop/Office No. [●] admeasuring [●] square feet Carpet Area (*‘Carpet Area as defined in the Development Agreement’*) on the [●] floor (counting from the first residential floor/ ground floor) of the New Building to be constructed on the Property (the “**New Flat/Shop/Office**”), stands allotted to the Outgoing Member(s) herein. The New Flat/Shop/Office is described in the Schedule hereto;
- D. The Outgoing Member(s) and Incoming Member(s) are entering into an agreement for the sale and transfer of the said Old Flat/Shop/Office / New Flat/Shop/Office together with the said Shares.
- E. As per the terms of the Development Agreement, the Outgoing Member(s) and the Incoming Member(s) are required to execute a Deed of Adherence; hence this Deed.

NOW THIS DEED WITNESSETH AS FOLLOWS: -

1. The Incoming Member(s) is/ are aware of the redevelopment of the said Property by the Society through the Developer and hereby acknowledge(s) and confirm(s) having also gone through the Development Agreement all the documents with respect to the redevelopment of the said Property and having fully understood the intent, purpose and content thereof. The Incoming Member(s) ratify(ies) all decisions taken and all resolutions passed by the General Body and by the Managing Committee of the Society with regard to the redevelopment of the Property and confirm(s) that the same are binding on the Incoming Member(s) on his/ her/ their admission to the membership of the Society. The Incoming Member(s) also agree(s) and undertake(s) to extend all co-operation so as to ensure that the said project is completed without any obstruction. The Incoming Member(s) hereby expressly agree(s) to adhere to the decisions of the majority of the General Body Meeting of the Society during the entire redevelopment process and undertakes not to create any hindrances to the redevelopment process in any manner whatsoever.
2. The Incoming Member(s) represent(s), covenant(s), undertake(s) and agree(s) to be bound by the duties and obligations of Outgoing Member(s) and shall assume, keep, observe and perform, duly and punctually, all the terms, covenants, undertakings, agreements, provisions and conditions forming part of such redevelopment process as agreed to and recorded in the Development Agreement and any other documents executed by the Society in pursuance thereof.

Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited			For M/s. Mayfair Housing
Chairman	Secretary	M.C. Member	Auth. Signatory/Partner

3. On completion of the sale of the Old Flat/Shop/Office / New Flat/Shop/Office and the Shares by the Outgoing Member(s) to the Incoming Member(s), the Development Agreement and any other documents executed by the Society in pursuance thereof shall bind the Incoming Member(s) to all intents and purposes, the Incoming Member(s) alone shall be entitled to the New Flat/Shop/Office and to the other benefits as per the Development Agreement or the balance thereof subsequent to the sale of the flat/, and the Outgoing Member(s) shall cease to have any rights to the Old Flat/Shop/Office / New Flat/Shop/Office or to receive any monies or benefits under the Development Agreement.
4. The Incoming Member(s) agree(s) and undertake that, in the event any amounts are payable by the Outgoing Member(s) to the Developer under the terms of the Development Agreement, the PAAA, or any other writings executed between the Outgoing Member(s) and the Developer, the Incoming Member(s) shall be liable to make such payments to the Developer, as and when they become due and payable.
5. Any stamp duty and registration fees/ charges on the PAAA to be executed by the Developer in respect of the New Flat/Shop/Office in favour of the Incoming Member(s) shall be borne and paid by the Incoming Member(s) alone.
6. The Incoming Member(s) agree(s) to indemnify and keep the Society and the Developer saved, indemnified and harmless from or against any claim, demand, loss, damage, costs and expenses incurred or other consequences suffered by the Society and/ or the Outgoing Member(s) and/ or the Developer by reason of any breach of the conditions mentioned in this Deed.

THE SCHEDULE ABOVE REFERRED TO.

New Flat/Shop/Office No. [●], admeasuring [●] square feet Carpet Area ('Carpet Area as defined in the Development Agreement') equivalent to [●] square meters or thereabouts on the [●] floor (counting from the first residential floor/ ground floor) of the New Building (in lieu of the Old Flat/Shop/Office described above), being constructed on the freehold plot of land of the Society bearing Final Plot No. 892, T.P.S IV of Mahim Division, Cadastral Survey No.1261 of Lower Parel Division, admeasuring 2072 square yards equivalent to 1,672.54 square meters, situated at Shankar Ghanekar Marg, Dadar (West), Mumbai 400 028, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, along with Five fully paid-up shares of Rs.50/- each of the Society bearing Distinctive Nos. [●] to [●] represented by Share Certificate No. [●] and Five fully paid-up shares of Rs.50/- each of the Society bearing Distinctive Nos. [●] to [●] represented by Share Certificate No. [●].

IN WITNESSES WHEREOF this Deed has been executed by the parties on the day month and year first above written.

SIGNED SEALED AND DELIVERED by) the within named "Outgoing Member(s)") [●]) in the presence of) the following witnesses-)	<i>Signatures</i>	<i>Thumb Impressions</i>	<i>Photographs</i>
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SIGNED SEALED AND DELIVERED by)	<i>Signatures</i>	<i>Thumb</i>	<i>Photographs</i>
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Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited	For M/s. Mayfair Housing
Chairman Secretary M.C. Member	Auth. Signatory/Partner

the within named **"Incoming Member(s)"**)
 [●])
 in the presence of)
 the following witnesses-)

Impres-
sions

The Common Seal of)
 the within named **"Society"**)
VISHWA KUTIR CO-OPERATIVE)
HOUSING SOCIETY LIMITED has)
 hereunto been affixed pursuant to the reso-)
 lution passed at its Special General Body)
 Meeting held on [●])
 in the presence of)

Signatures

Thumb
Impres-
sions

Photographs

1) [●], *Chairman*)

2) [●], *Secretary*)

3) [●], *MC Member*)

who, in token thereof, have)
 hereunto set and subscribed)
 their respective hands)
 in the presence of)
 the following witnesses-)

SIGNED SEALED AND DELIVERED by)
 the within named **"Developer"**)
M/S. MAYFAIR HOUSING by the hands)
 of its Partner, [●])
 in the presence of)
 the following witnesses-)

Signatures

Thumb
Impres-
sions

Photographs

WITNESSES

1. _____

2. _____

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Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited

For M/s. Mayfair Housing

Chairman

Secretary

M.C. Member

Auth. Signatory/Partner

“ANNEXURE -N”
Permanent Account Numbers (PAN) of the Parties

S. No.	Flat/Shop/Office No.	Names of the Members	Permanent Account Number
1.	A-1	Mr. Madhav Rajaram Deshpande	AADPD3310R
2.	A-2	Mr. Sanjiv Sham Pandit	AACPP8340E
3.	A-3	Mrs Jyoti Anand Kudalkar	AAMPK1373L
4.	B-1	Mrs. Rekha Satish Bandivdekar	AAIPB6207C
5.	B-2	Mr. Vithoba Narayan Kalambe	AHWPK0198G
6.	B-3	Mr. Satish Madhukar Bandivdekar	AAOPB5980A
7.	B-4	Mr. Mehul Bakul Vaidya	AAKPV9087C
8.	C-1	Mr. Paresh Dattatray Jayawant & Vaijayanti Aniruddha Sule	ABCPJ3167E AHTPS7838J
9.	C-2	Dr. Vijay Anant Shringarpure & Ms. Shashikala Shringarpure	AAFPS5110E BEFPS7484Q
10.	C-3	Mr. Diwakar Vishwanath Sawant	AMOPS4637H
11.	D-1	Mr. Diwakar Vishwanath Sawant	AMOPS4637H
12.	D-2	Mrs. Janhavi Dilip Vaidya (nominee member)	AEVPV9818G
13.	D-3	Mrs. Reshma Diwakar Sawant	AAZPS8665C
14.	E-1	Mrs. Supriya Kaustubh Khanolkar & Mr. Kaustubh Anand Khanolkar	AFIPK3211Q AFKPK4899J
15.	E-2	Mr. Anil Madhusudan Vaidya	AACPV0320Q
16.	E-3	Mr. Neelesh Prabhakar Valame	AEQPV3712A
17.	F-1	Mr. Sudarshan Arvind Patil Mrs. Kalpana Sudarshan Patil	AKFPP6740H AIEPP7329R
18.	F-2	Mr. Nitin Madhusudan Vaidya (deceased)	BGSPV5251M
19.	F-3	Mrs. Sonali Tapan Deshpande & Mr. Tapan Sharad Deshpande	AGWPD6231E ADDPD0258M
20.	G-1	Sonali Ajay Nagle & Sheetal Pradhan	AABPN6841P AKDPP9667R
21.	G-2	Dr. Devendra Aroon Khandke	ADRPK3299D
22.	G-3	Mr. Manojkumar Jayantilal Malde (nominee member) & Mrs. Narmadaben Jayantilal Malde	ABPPM2662Q ABLPM5766H
23.	H-1	Dr. Janak Kanthimathi Nathan & Dr. Shamin Janak Nathan	AAJPN2131Q ABZPN9548A
24.	H-2	Mr. Deodatta Vasant Bandiwadekar	AFDPB0695J
25.	H-3	Mr. Deepak Narendra Thanekar	AABPT5609B
26.	I-1	Mr. Sharad Ramakant Aras	AAMPA5087B
27.	I-2	Mrs. Rimal Vivek D'silva	AEMPC2955E
28.	I-3	Mrs. Aparna Deepak Thanekar	AADPT7041D
29.	R-1	Smt. Sushama Arvind Malgaonkar	AFTPM5501N
30.	R-2	Mrs. Rekha Satish Bandivdekar (nominee member)	AAIPB6207C
31.	R-3	Mr. Bakul Bharat Bhosale	AUFPPB9480N
32.	R-4	Mrs. Medha Deodatta Bandiwadekar	AFEPB1647R
33.	R-5	Mr. Vikas Anant Pradhan (nominee member)	AUQPP1708G
34.	R-5A	Mr. Anil Madhusudan Vaidya & Mr. Anand Dilip Vaidya (nominee member)	AACPV0320Q ASCPV7215N
35.	R-6	Mr. Kailash Bhagwandas Gupta	BMBPG5504M

Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited

For M/s. Mayfair Housing

Chairman

Secretary

M.C. Member

Auth. Signatory/Partner

36.	R-7	Mr. Deepak Raghunath Mhaske (nominee member)	ALXPM4087H
37.	R-8	Dr. Shruti Anand Palaye	ASHPP2406J
38.	S-1	Mr. Louis Anthony Fernandes (nominee member)	AAMPF8410F
39.	S-2	Mr. Devaram Pragaji Chaudhary	AACPC1356K
40.	S-3	Mr. Santosh Ramchandra Kudalkar (nominee member)	APHPK0178H
41.	S-4	Mrs. Rekha Satish Bandivdekar & Mr. Satish Madhukar Bandivdekar (nominee member)	AAIPB6207C AAOPB5980A
42.	S-5	Dr. Shweta Laxmikant Mundaye alias Dr. Shweta Jaydeep Karmarkar & Tejaswini Laxmikant Mundaye	APMPM4895A AYIPM3744R
43.	S-6	Mr. Shantilal Hastimal Jain	AAEPJ9672M
44.	S-7	Mr. Prasanna Vasant Bandivdekar	AAHPB7302F
45.	S-8,9,10	Mr. Satish Madhukar Bandivdekar & Smt. Manisha Mohanrao Salunkhe	AAOPB5980A DQOPS4279E
46.	S-11	Mr. Prasad Satish Bandivdekar (nominee member)	AATPB7338M
47.	S-12	Mrs. Apurva Anand Narkar	AGXPN9095K
VISHWA KUTIR CO-OPERATIVE HOUSING SOCIETY LIMITED			
M/S. MAYFAIR HOUSING			AAHFM7843A

Initials of the Parties

For Vishwa Kutir Co-operative Housing Society Limited			For M/s. Mayfair Housing
Chairman	Secretary	M.C. Member	Auth. Signatory/Partner

IRREVOCABLE CONSENT-CUM-DECLARATION-CUM INDEMNITY

I, MR./ MRS./ MS. [●] holding PAN Card No. [●], adult, Indian Inhabitant, residing at [●], solemnly declare/ affirm as under: -

1. I am a member of the Vishwa Kutir Co-operative Housing Society Limited, having its registered address at Plot No. 892, Shankar Ghanekar Marg, Gokhale Road (South), Dadar (West), Mumbai 400 028 ("**Society**"). The Society is the owner/ title-holder of plot of land bearing Final Plot No. 892 of Town Planning Scheme Mahim No. IV of Mahim Division, Cadastral Survey No. 1261 of Lower Parel Division, admeasuring 1,672.54 square meters, situated at Shankar Ghanekar Marg, Gokhale Road (South), Dadar (West), Mumbai 400 028 (hereinafter referred to as the "**Plot**"), with (i) the building named, "Vishwa Kutir", comprising of ground floor plus three upper floors and part of the fourth floor (hereinafter referred to as the "**Old Building**"), and ancillary structures such as common toilets, pump-room, standing on the Plot. The Old Building comprises of a total of 37 (thirty-seven) residential flats (of which 34 (thirty-four) flats are used for residential purposes and 3 (three) are used as offices) and 12 (twelve) commercial units. Herein, where required, the Plot with the Old Building and ancillary structures standing are collectively referred to as the "**Property**". The Property is more particularly described in the **Schedule** hereunder written.
2. The Society currently comprises of 42 (forty-two) members (including me) (the "**Members**"). The Members hold shares of the Society and hold/are the owners/ allottees of their respective premises in the Old Building (holding the same either as owners thereof or as nominees/heirs of deceased members/ holding the same under Section 154B-4 read with section 154B-13 of the Maharashtra Cooperative Societies Act 1960).
3. As a member of the Society, I am the owner/ allottee of-
 - 3.1. Five fully paid-up shares of Rs.50/- each of the Society bearing Distinctive Nos. [●] to [●] (both inclusive) represented by Share Certificate No. [●] and Five fully paid-up shares of Rs.50/- each of the Society bearing Distinctive Nos. [●] to [●] (both inclusive) represented by Share Certificate No. [●] (collectively referred to as the "**Shares**" and the "**Share Certificates**").
 - 3.2. Flat/Shop/Office No. [●] admeasuring [●] square feet carpet area (as per Assessment records) and [●] square feet pro rata built-up area (agreed by me as per approved plans) on the [●] floor of the Old Building ("**Old Flat/Shop/Office**").
4. By a Development Agreement dated [●] ("**Development Agreement**"), the Society has granted development rights to M/s. Mayfair Housing (having its registered office at 1, Mayfair Meridian, Near St. Blaise Church, Caesar Road, Andheri (West), Mumbai 400058) ("**Developer**") to redevelop the Property by demolishing the Old Building and ancillary structures thereon and by constructing new building on the Plot ("**New Building**"). The Society (for itself and on behalf of all the members including me) has made several representations, warranties and undertakings in the Development Agreement.
5. I hereby unequivocally confirm, consent and ratify all processes adopted by the Managing Committee/ Society for the redevelopment project and all decisions taken/ resolutions passed at the various managing committee/ general body meetings of the Society including without limitation the selection/ appointment of the Developer, the terms of re-development agreed to with the Developer, all of which are binding on me. I confirm that the redevelopment of the Property is for the benefit of the Society and all the Members.
6. The final draft of the Development Agreement, Power of Attorney executed in favour of the Developer, and other related documents (which I am aware have been drafted/ discussed/ amended and settled by and amongst the Managing Committee, the Advocates of the Society and of the Developer over several meetings) has been deliberated on in detail and, at the Special General Body Meeting of the Society held on 14th December 2025, the documents have been approved and accepted by the Society and agreed to be executed. The Development Agreement records exhaustively (in the body of the document and in the various annexures thereto) all details of the redevelopment project including the details of the new flats/shops/offices in

the New Building to be provided to the Members, the hardship compensation payable to the Members, compensation payable to the Members to obtain temporary accommodation elsewhere during the period of construction. I say that I have perused the Development Agreement in detail and I am aware of and have accepted the terms and conditions mentioned therein.

7. I confirm that as per terms of the Development Agreement I am entitled to [●] square feet built up area equivalent to [●] square feet Carpet Area ('Carpet Area' as defined in the Development Agreement) free of costs ('Free Area Entitlement') by way of a flat/shop/office in the New Building ("New Flat/Shop/Office").
8. [OR, IN THE CASE OF ADDITIONAL AREA BEING ACQUIRED, THE FOLLOWING WILL REPLACE THE FIRST SENTENCE-] I confirm that as per terms of the Development Agreement I am entitled to [●] square feet built up area free of costs ('Free Area Entitlement') by way of a flat/shop/office in the New Building. I further confirm, besides the aforesaid, over and above my Free Area Entitlement, [●] square feet built up area ('Additional Area') is added to my new flat/shop/office – thus the new flat/shop/office to be allotted to me in the New Building (inclusive of the both Free Area Entitlement and Additional Area) will measure [●] square feet built up area equivalent to [●] square feet Carpet Area ('Carpet Area' as defined in the Development Agreement) ("New Flat/Shop/Office"). I confirm that I have agreed to pay for the Additional Area at the rate mentioned in Clause [●] of the Development Agreement. I also confirm that, over and above the amounts payable for the Additional Area, as stated herein and in the Development Agreement, I shall also bear and pay the applicable stamp duty, registration charges, GST, and all other incidental charges thereto as per Clause [●] of the Development Agreement].
9. I confirm that I have agreed to the allocation of the Members' New Flats/Shops/Offices in the New Building amongst the Members and details of the Members' New Flats/Shops/Offices as recorded in Annexure-[●] to the Development Agreement, and have also agreed to the payment (and manner of payment) of the various amounts by the Developer to the Society and to the Members as recorded in the Development Agreement, and I have no objections to the same. In terms of the Development Agreement, I am entitled to the New Flat/Shops/Offices in the New Building. I confirm that the Development Agreement contains the final, composite and complete terms, conditions and provisions arrived at between the Society (for itself and for and on behalf of all the Members) and the Developer in respect of the redevelopment of the Property, and confirm that the Development Agreement shall supersede all prior writings, letters, correspondence and communications (written and oral), including tender, offers, revised offers, etc. issued and/ or exchanged and/ or executed by and between the Developer and the Society. I agree and accept that the Chairman/ Secretary/ MC Member of the Society have executed, on behalf of the Society and all its members, the Development Agreement, Powers of Attorney, etc., and will hereafter be executing document/s, application/s etc., as necessary for the execution and implementation of the proposed redevelopment scheme, and the same binds/ shall bind me to all intents and purposes.
10. I further state, declare and solemnly affirm as under: -
 - 10.1. I am resident Indians as defined by the Income Tax Act 1961. <<< Note: This Clause will be modified in case of NRI's >>>
 - 10.2. There are no notices issued, attachment/ restraining orders passed, or proceedings pending against me under the Income Tax Act, 1961 or any other law whereby I am restrained from dealing with the Old Flat/Shop/Offices and/ or the Shares. There are no suits/ proceedings filed/ pending in respect of the Old Flat/Shop/Office and/ or the Shares in any court of law or before any authority and no claim/ dispute has been raised by any person/s in relation to the Old Flat/Shop/Office; No action for vacating the Old Flat/Shop/Office has been initiated against me by any authority/ person/ the said Society/ court of law;
 - 10.3. If the rights to the Old Flat/Shop/Office and Shares (and consequently my entitlement to the New Flat/Shop/Office and the benefits under the Development Agreement) have vested in me as nominee/ heir of an erstwhile deceased member, I shall be deemed to hold the New Flat/Shop/Office and the

payments made to me in a representative capacity and I alone am and continue to be responsible to any claimants.

- 10.4. The title to the Old Flat/Shop/Office and the Shares is clear from all encumbrances/ third party claims/ attachments, etc. No third-party has any rights, title, interest or claim of any nature whatsoever over or to the Shares or the Old Flat/Shop/Office or any part thereof by way of sale, mortgage, exchange, lease, inheritance, bequest, succession, gift, trust, tenancy, charge, lien, or otherwise howsoever. In the event any third party puts any claim in respect of the Old Flat/Shop/Office and/ or the Shares thereby obstructing the Developer in carrying out the development work of the Property, I alone shall be responsible to expeditiously deal with/ clear the same at my own costs and without any liability to the Society/other members/ Developer. The payments made to me or handing over of the New Flat/Shop/ Office as per the terms of the Development Agreement shall be in discharge of the Developer's obligations and without Developer being liable in any manner whatsoever to any other third party.
- 10.5. The Old Flat/Shop/Office is occupied by me and my immediate family members, and is not occupied by any licensees, paying guests, tenants or any third party. <<< Note: this clause will be modified for flats/shops/offices which are given on leave and license >>>
- 10.6. I have not entered into any agreement, arrangement or understanding for the sale or transfer in any manner of the Old Flat/Shop/Office and/ or Shares or to let-out, license, mortgage the Old Flat/Shop/Office, nor have I taken any loans or stood as guarantor or otherwise created any third party right, claim, charge or encumbrance (whether registered or unregistered) whereby my rights to the Old Flat/Shop/Office and/ or Shares are affected. <<< Note: this clause will be modified for flats/shops/ offices which are mortgaged, and the members concerned will have to obtain the lenders' NOC >>>
- 10.7. I have paid all outgoing, duties, dues and taxes of and relating to the Old Flat/Shop/Office and/ or Shares (including proportionate share of common taxes/ duties/ dues/ expenses of the Property), and if any amounts are payable for the period upto the Property being handed over to the Developer, I shall bear and pay the same without any demur or delay failing which the same shall be recoverable from the payments due to me;
11. I agree to hand over the quiet, vacant and peaceful possession of the Old Flat/Shop/Office to the Developer for the purposes of the redevelopment of the Property as per the Development Agreement, and without any demur or delay. I or any of my family members shall not do or omit to be done anything whereby the redevelopment of the Property by the Developer and/ or the exercise by it of its rights, entitlements, powers and authorities under the Development Agreement are hindered, obstructed or affected. I shall take possession of the new premises so allotted to me as and when I am required to do so and shall bear and pay the outgoing, dues and taxes thereof as per the Development Agreement. I shall sign and execute, and get registered any further documents or writings as and when called upon to do so by the Society and the Developer to facilitate the redevelopment project. If I or any of my family member fails, refuses or neglects to vacate the Old Flat/Shop/Office and hand over the same to the Developer as per the Development Agreement, and/ or if I or any family members and/ or any persons claiming from, through or under me or a previous member, interfere with or in any manner obstruct the development of the Property which results in a delay or stoppage of construction work and/ or the re-development process and activities, I shall be personally liable to and shall bear and pay to the Developer damages so suffered by them, and the Society and/ or the Developer shall be fully entitled and at liberty to recover the same from me which shall be without prejudice to all the rights and remedies available to the Society and/ or the Developer.
12. Till the completion of the project, I shall not transfer the Old Flat/Shop/Office and/ or Shares or my rights to the New Flat/Shop/Office under any agreement, arrangement or understanding whatsoever unless and until I have followed the processes stated in the Development Agreement, and unless and until the transferee(s) thereof first give(s) an undertaking in writing that he/ she/ they shall abide and comply with all the applicable obligations under the Development Agreement without any demur, and unless and until the Society grants

written consent for such intended transfer. Any writings required to secure the rights of the Society and/ or the Developer shall be given by me and/or by the transferee(s) without any demur. On transfer of my rights, I shall cease to have any rights or claims to the New Flat/Shop/Office or to such part of the amount(s) that are due to me or to any benefits under the Development Agreement, and the transferee(s) alone shall be entitled to the same.

13. I shall file my nomination with the Society (if not previously done) (as to meet the relevant provisions of the Development Agreement which provides that in the event of the death of any of the Members, the Developer shall hand over the possession of the New Flat/Shop/Office of such deceased member and pay the agreed amounts- or balance thereof- that were due to the deceased member, to the nominee as will be indicated by the Society and without being liable in any manner whatsoever to any other heirs of the deceased member).
14. I also accept that in case of any dispute, the Developer is entitled to hand over the keys and the possession of the New Flat/Shop/Office to the Society and the Society shall be liable to resolve the dispute and hand over the possession of the New Flat/Shop/Office without the Developer being responsible in any manner.
15. If I have been admitted to the Society's membership as nominee or heir of a deceased member or otherwise, I shall hold the Shares, the Old Flat/Shop/Office/ the New Flat/Shop/Office for and on behalf of all heirs/ claimants and it shall be my responsibility to deal with the other heirs/ claimants and generally with regard to the title to the Shares, the Old Flat/Shop/Office / the New Flat/Shop/Office, and all payments made by the Developer to me.
16. As regards the terraces in the New Building-
 - 16.1. I confirm all provisions pertaining to the same as provided in the Development Agreement, including the following (copied verbatim from the Development Agreement)-

"7.4. Terraces-

*7.4.1. The terrace above the topmost habitable floor of the New Building shall be a common area and facility for the benefit of the owners / occupants of all the premises in the New Building and the same will be located above the uppermost habitable floor (the "**Society's Common Terrace**"). All other terraces or parts thereof in the New Building (which are abutting the Developer's Flats/ Developer's Commercial Units, whether included in FSI or free of FSI) shall belong to the Developer (the "**Private Terraces**"). It is hereby clearly understood and agreed that the Private Terraces are available to the Developer to attach to the Developer's Flats and/or the Developer's Commercial Units and/or to grant exclusive rights and user thereof to the purchasers/allottees of the Developer's Flats or the Developer's Commercial Units as the Developer shall decide at its discretion without any additional amount payable to the Society, and that the Society and/or the Members or any persons claiming through the Members shall not object to the same at any time. The Society and the Members irrevocably and unequivocally agree and covenant that the Private Terraces shall be married to and appurtenant to the Developer's Flats or the Developer's Commercial Units, as decided by the Developer, and such shop/office/ flat-purchasers/ allottees shall be exclusively entitled to use, enjoy and occupy such Private Terraces to the exclusion of any other shop/office/flat-holders in the New Building. Such Private Terraces shall be treated as a part of such flats/ offices/ shops as decided by the Developer for all rights and obligations and are specifically excluded from the general/ common areas of the Society. The Society and the Members agree and confirm that such rights to the Private Terraces shall be transferred and/or inherited along with the transfer of such premises. The owners/ occupiers of such premises shall be liable to maintain and carry out repairs/ make good any damage caused to any of the Member's new premises or to the Society's common areas by reasons of the use or occupation of such Private Terraces at their own costs and expenses and bear the taxes of the same. Such shop/ of-*

ficie/flat-purchasers/allottees to whom the Private Terraces have been allotted shall also be liable to pay to the Society maintenance charges of the Private Terraces, as decided by the Society, and the Developer shall incorporate all of the above and such other necessary terms in the agreement(s) to be executed with such purchasers/allottees. The Society shall also, at the Developer's cost and expense, execute such writings/pass such resolutions as may be required by the Developer in conformity with the above."

17. I accordingly confirm and covenant that, I shall not lay any claim to any Private Terraces, and such covenant shall bind all persons claiming through me and shall be deemed to form part of any agreement/ deed or document by which my rights to the New Flat/Shop/Office or Shares or in the Society shall stand transferred/transmitted, and shall be deemed to bind the heirs, executors, administrators, assigns and all persons claiming through me.

18. As regards the car-parking spaces in the Project-

18.1. I confirm all provisions pertaining to the same as provided in the Development Agreement, including the following (copied verbatim from the Development Agreement)-

"8.12. Members' New Car-Parking Spaces- *Out of the car-parking spaces earmarked on site, the Developer shall allot and make available to the Society, for the benefit of the Members listed in the Annexure-G hereto (or to persons claiming through such Members), 49 car-parking spaces (the "Members' New Parking Spaces") as detailed below-*

8.12.1. *The Members' New Car-Parking Spaces for the Members' New Flats, Members' New Shops and Members' New Offices shall be provided by the Developer to the Society and the Society shall allocate the same to the Members herein as internally agreed in the Society.*

8.12.2. *The block of the Members' New Car-Parking Spaces shall be identified by the Developer on or before the completion of the car-parking floors of the New Building.*

8.12.3. *The Members' New Car-Parking Spaces shall be handed over to the Society and the Society shall be responsible to allot the same to the Members. The Developer shall not be concerned with, involved in, or responsible for the allocation and distribution of the Members' New Car-Parking Spaces amongst the Members.*

"10.2 Developer's Car-Parking Spaces. *The balance of the car-parking spaces available in the Project (over and above Members' New Car-Parking Spaces as per this Agreement) and as earmarked on site by the Developer [including those in the stilts, podium(s), basement(s), open spaces and whether standalone non-mechanized parking spaces or whether within or as part of any mechanized stack parking systems that may be installed by the Developer] are the Developer's Car-Parking Spaces and the Developer is fully, freely and exclusively entitled to allocate the same amongst the Developer's Flats & Developer's Commercial Units and/or to allot the same to the purchasers/ allottees thereof as the Developer deems fit (including more than two spaces or all spaces comprised in a podium/ basement for a single unit) whereupon the same shall be deemed to have been allotted to such allottees and purchasers by the Society, and the Society and the Members undertake not to challenge or change the same. The Society and the Members irrevocably and unequivocally agree and covenant that the shop/ office/ flat-purchasers to whom the Developer allots the Developer's Car-Parking Spaces shall be exclusively entitled to use the same for the parking of their vehicles to the exclusion of the other shop/office/ flat-holders in the New Building and that the location, number of spaces allotted by the Developer and sizes thereof shall not be challenged by the Society or the members or sought to be changed/ reduced. The amounts agreed to be paid by the Developer to*

the Society and to the Members as per this Agreement is also towards the rights of the Developer (and the allottees thereof) in respect of the Developer's Car-Parking Spaces. The Society is bound and liable to recognize such allottees and purchasers as holders of the car-parking spaces allotted to them by the Developer. The Society undertakes to execute all such writings in conformity with the above, as may be required or whenever called for by the Developer."

- 8.13. I accordingly confirm and covenant not to lay claim to any of the Developer's Car-Parking Spaces, and the allottees thereof shall be entitled to exclusively hold and utilize the same for car-parking purposes to the exclusion of all other members/ flat/shop/office-owners, and that such right is transferrable and heritable. The aforesaid covenant shall bind all persons claiming through me and shall be deemed to form part of any agreement/ deed or document by which rights of the Members to the New Flat/Shop/Office or Shares or in the Society shall stand transferred/ transmitted, and shall be deemed to bind the heirs, executors, administrators, assigns and all persons claiming through me.
- 9. I declare that the Developer, the Society, the BMC/SRA/MHADA and all other Authorities are entitled to consider this writing as my consent/ no-objection to the Re-development of the Property by the Developer and on the terms and conditions stated in the Development Agreement, and are entitled to sanction the building plans and grant all approvals for the Re-development Project.
- 10. I am aware that on the basis of this writing, and the warranties, declarations, representations and undertakings made/ given herein by me in the Development Agreement and in this Declaration, the Society and the Developer will implement the Re-development of the Property in accordance with the Development Agreement. Accordingly, I agree to indemnify and keep indemnified at all times, the Society and the Developer against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings and penalties, that they may sustain, incur or suffer, or to which it may be subjected, in the event: (i) any of the statements, declarations, representations, made/ given by me herein, are false, untrue and/ or misleading in any manner, and/ or, (ii) I fail, refuse or neglect to comply with and perform any of my undertakings and obligations made, given or recorded herein, and/ or the applicable terms and provisions of the Development Agreement, and/ or, (iii) I or any of my family members or any persons claiming rights to the Old Flat/Shop/Office and/or the Shares hinder, interfere with, or restrict the redevelopment of the Property in any manner whatsoever in contravention of the provisions of the Development Agreement.
- 11. I hereby declare that this irrevocable consent/ writing shall be binding on my legal heirs, executors and successors or whoever derives rights to the Old Flat/Shop/Office Shares and/ or to the New Flat/Shop/Office.

Solemnly affirmed at Mumbai)
this [●] day of [●] 2026)

Explained, interpreted & identified by me,

Before me: -