

DRAFT FOR DISCUSSION RESIDENTIAL

19.10.2024

**AGREEMENT FOR PERMANENT ALTERNATE
ACCOMMODATION**

THIS AGREEMENT is made and entered into at Mumbai on this
___ day of _____, 20__.

BETWEEN:

GURUKRUPA REALCON INFRABUILD LLP, a Limited Liability Partnership, duly incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its Registered Address at C-106, Vashi Plaza, Sector-17, Vashi, Navi Mumbai 400 703 and Corporate Office at Building 45, First Floor, Pant Nagar, Ghatkopar (East), Mumbai 400 075 by the hands of its Partners, (1) **Mr. Mahesh Lira Verat** and (2) **Mrs. Urmilla**

Mahesh Verat, hereinafter referred to as “**Developer**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors-in-title) of the **ONE PART**;

AND

OSHIWARA RIDDHI SIDDHI CO-OPERATIVE HOUSING SOCIETY LTD., a Society registered under the Co-operative Societies Act, 1960 under No. MUM/TNA/MHADB /HSG /TC /13066 dated 25.07.2011 having office at 976, Adarsh Nagar, MHADA Scheme Code No. 34, Adarsha Nagar, New Link Road, Oshiwara, Jogeshwari (West), Mumbai-400 102, through the hands of **(1) MR. BHALEKAR MADHUSUDAN RUKMAJI - the Chairman and (2) MR. ANSARI KABIR AHMED - the Hon. Secretary (3) MR. SURVE RAMESH GANPAT - the Hon. Treasurer**, Authorized under Resolution dated ____ day of _____ 2024 passed by the Special General Body of the Society, hereinafter referred to as “**THE SOCIETY**” which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors-in-title and assigns) of the **SECOND PART**;

AND

_____, adult, age years, Indian Inhabitant, original holder of tenement No. _ on Plot No. of the **OSHIWARA RIDDHI SIDDHI CO- OPERATIVE HOUSING SOCIETY LIMITED** situate at

Adarsh Nagar, MHADA Scheme Code No. 034, New Link Road, Oshiwara, Jogeshwari (West), Mumbai 400 102, hereinafter referred to as **“the Allottee/ Member”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **THIRD PART**.

The Developer, the Society and the Member/s are hereinafter individually referred to as **“a Party”** and collectively as **“the Parties”**.

WHEREAS:

- A.** Maharashtra Housing and Area Development Board was seized and possessed of plot of land bearing cluster Plot No. 921 to 1018, Survey No. 41 (part), CTS No. 1(part), Village Oshiwara, Taluka Andheri, Mumbai Suburban District, tenements admeasuring 4092.96 sq. mtrs., situate at Adarsha Nagar, Oshiwara, Mumbai-400 102, hereinafter referred to as the said property which is more particularly described in the schedule hereunder written.
- B.** the said land being cluster plots 921 to 1018 at Adarsha Nagar, Oshiwara, Mumbai-400 102 developed plots admeasuring 4092.96 sq. mtrs. carpet area 25 sq. mtrs. each under EWS scheme has been provided infrastructure common facilities and amenities and after constructing a building MHADA has allotted the flats /

shops to the prospective occupiers who in turn formed a society under the MHADA policy which is the party of the Second Part herein and the said Society is registered under No. MUM /TNA/MHADDB/ HSG/TC/13066 dated 25.07.2011.

- C.** By an Indenture of Lease dated 1st April, 2024 registered with the office of the Sub-Registrar of Assurances at Bandra under Sr. No. BDR-15/5787 of 2024 on 2nd April, 2024 executed between Maharashtra Housing & Area Development Authority therein referred to as the Authority and the Party of the Second Part herein i.e. Oshiwara Riddhi & Siddhi Co.op. Housing Society Ltd., a society registered under Registration No. MUM/TNA/MHADDB/ /TC/13066 dated 25.07.2011 therein referred to as the Society; the Authority therein demised unto the Society therein the land bearing plot No. 921 to 1018, Survey No. 41 (part), CTS No. 1 (part), Village Oshiwara, Taluka Andheri, Mumbai Suburban District admeasuring 4092.96 sq. mtrs. or thereabout situate at Adarsh Nagar, Oshiwara, Jogeshwari (West), Mumbai-400 102 which is more particularly described in the Schedule there under written which is the same as set out in the schedule hereunder written on payment of premium and reserved rent and on the terms and conditions mentioned therein.

- D.** The society herein is seized and possessed of the plot of land bearing Plot No. 921 to 1018, Survey No. 41 (part), CTS No. 1(part), Village Oshiwara, Taluka Andheri, Mumbai Suburban District, tenements admeasuring 4092.96 sq. mtrs., situate at Adarsha Nagar, Oshiwara, Mumbai-400 102 alongwith the structure standing thereon, hereinafter referred to as the said property which is more particularly described in the schedule hereunder written.
- E.** By and under a registered Development Agreement dated 22.07.2024 (“the said Development Agreement”) made between the Developer, therein referred to as the Developer of the First Part and the Oshiwara Riddhi Siddhi Co-Operative Housing Society Limited, therein referred to as the Society of the Second Part and registered with the Office of Sub-Registrar of Assurances Andheri -3 under Serial No. BDR-9/12376 of 024 on 29.07.2024, the said society has granted irrevocable development rights in respect of the piece and parcel of land/Cluster plot bearing Nos. 921 to 1018 (both inclusive) admeasuring 4092.96 Square meters bearing Survey No. 41 (Part), CTS No.1 (Part), lying and situates at Adarsh Nagar, Oshiwara, Jogeshwari (West), Mumbai 400 102, in the Registration Sub District of Andheri, Mumbai Suburban District,

which is more particularly described in the **First Schedule** therein (“the said Property), including right to sell, transfer, assign, let, lease the free sale building / sale building(s) premises to be constructed by the Developer on the said Land at or for the consideration and on the terms and conditions contained therein.

- F.** By and under an Power of Attorney dated 24.07.2024 executed by said society i.e. the Oshiwara Riddhi Siddhi Co-Operative Housing Society Limited in favour of the Developer and registered with the Sub-Registrar of Assurances at Andheri – 3 under Serial No. _____ of 2024, the said Society has conferred certain powers in favour of the Developer to do various acts, deeds and things relating to the redevelopment of the said Property and to enter into Sale Agreements for flats / apartments / units to be constructed on the said Property from the sale component area or any part thereof, in the manner specified therein.
- G.** The society herein also executed Supplementary Development Agreement dated 06.08.2024 registered under No. BDR-15/14133 of 2024 and the existing remaining members confirm and grant development rights to developer herein.
- H.** The Member/s is/are one of the member/s of **Oshiwara Riddhi Siddhi Co-Operative Housing Society Limited**

("the Society") and be virtue thereof hold/s five (5) shares of Rs. 50/- each, bearing distinctive Nos. ____to____ comprised in Share Certificate No. __ issued by the Society (hereinafter referred to as "**the said Shares**" and "**the said Share Certificate**" respectively) and incidental to such membership of the Society, the Member/sis/are entitled to existing Flat No. ____ admeasuring about 25 square mtrs. (hereinafter referred to as "**the Existing Flat**") in the existing building belonging to the Society which building is known as "Oshiwara Riddhi Siddhi", standing on all that piece and parcel of land bearing plot bearing Nos. 921 to 1018 (both inclusive) admeasuring 4092.96 Square meters bearing Survey No. 41 (Part), CTS No.1 (Part), lying and situates at Adarsh Nagar, Oshiwara, Jogeshwari (West), Mumbai 400 102, in the Registration Sub District of Andheri, Mumbai Suburban District.

- I. In pursuance of the said Development Agreement, the Member/s has/have agreed to surrender the physical possession of his/her/their Existing Flat to the Developer within 30 (thirty) days of issuance of Vacation Notice by the Developer in lieu of the Developer providing to the Member/s, a permanent alternate accommodation being a new residential flat admeasuring ____ sq.ft./RERA carpet area (actual

carpet area including internal walls) ___ sq.ft. in the Proposed Building as defined in the said Development Agreement dated 22.07.2024, hereinafter referred to as the new flat;

- J.** As per terms and conditions of the said Development Agreement the Member/s is/are also entitled to one parking space to be provided free of cost on any one of the three podium floor of the proposed new building by the Developer;
- K.** As per terms and conditions of the Development Agreement, the meaning/definitions connoted to the above said Carpet Areas of the Existing Flat/Shop, Entitlement, Extra Area and New Flat/Shop are as per the Development Control Regulations 1991;
- L.** As required under the Real Estate Regulation and Control Act, 2016 (hereinafter referred to as “**RERA**” or the said “**Act**”) and rules, regulations formed thereunder as applicable in the state of Maharashtra (hereinafter referred to as “**MahaRERA**” or the said “**Maha RERA Rules**”) Carpet Area of the said New Flat / Shop / Permanent Alternate Accommodation is to be separately recorded wherever necessary;
- M.** The Developer has appointed his Architect (“**Developer’s Architect**”), Engineer/s (“**Developer’s Engineer**”) and other necessary consultants and shall

solely bear and pay their professional fees for the work done by them;

- N.** In accordance with the said Development Agreement, the Developer had submitted an application to the MCGM for sanction of plans for construction of the Proposed Building on a portion of the said Land.
- O.** The Developers have entered into a standard agreement with Architects **MR.** _____ a registered firm **M/s.** _____ as R.C.C. Consultants and the Developers have appointed the said Architects and structural engineers for the purpose of preparation of structural design and drawings of new building also known as **“Oshiwara Riddhi Siddhi”** and the Society known as **“OSHIWARA RIDDHI SIDDHI CO-OPERATIVE HOUSING SOCIETY LTD.”**, consisting of Stilt + _____ upper floors to be constructed by the Developers on the said property which is more particularly described in the **FIRST SCHEDULE** hereunder written and Developers have accepted the professional supervision of the said Architects and structural engineers till the completion of the proposed building on the said property described in the First schedule hereunder written.
- P.** The Developer obtained No Objection Certificate (NOC) from MHADA on _____ under reference No. _____.
- Q.** In pursuance of such application made by the

Developer to the MHADA, the MHADA has issued an Intimation of Approval (hereinafter referred to as “**the IOA**”) bearing No. MH/EE/(B.P.)/GM/MHADA-113/1624/2024 dated 10.10.2024 to the Developer in that behalf and has sanctioned the plans for construction of the Proposed Building. The Developer has served upon the Society Vacation Notice dated 15.10.2024 in accordance with provisions of the said Development Agreement and also furnished copy of the IOA and sanctioned plans of the Proposed Building to the Society along with the said Vacation Notice. The Society has satisfied itself that all flats/shops belonging to Society’s Area are duly approved under the said IOA. The Developer has, together with the said Vacation Notice, also furnished to the Society, a letter/certificate from Developer’s Architect stating that the Developer has complied with all conditions set out in the said IOA for grant of Plinth C.C. save and except the conditions that required the Developer to demolish the Existing Building.

- R.** The Developer, the Society and the Member/s agree and accept that all common areas in the proposed building such as common staircase/s, lifts, shafts, terrace/s, passage/s, ducts, entrance lobby/ies, open spaces, common toilets, driveways, fitness center, Society

Office, stilt/s, water tank/s, pump room/s, layout open space, et. al., if any, shall remain common for all occupants of the proposed building and neither party shall have any exclusive rights over the same and further that neither party shall sell or allot any such common areas to anyone;

S. As per development agreement dated 22.07.2024 registered under No. BDR-9/12376 of 2024 on 29.07.2024, the member is entitled to the premises at front side first floor admeasuring about ____ as classified in clause (5) (d) and ____ premises is allotted as per the plan to the members.

T. Under the Development Agreement, it is agreed that the Developer shall execute an Agreement of Permanent Alternate Accommodation with each of the existing members of the Society thereby confirming the allotment of the new flats/shops/parking spaces to them and accordingly, the Parties hereto are executing this Agreement. This Agreement is thus incidental to the Development Agreement and is an incidental document within the meaning of Section 4 of the Maharashtra Stamp Act, 1958.

U. In addition to providing the New Flat in the Proposed Building, the Developer shall continue to pay the Allowance for Transit Accommodation, Transit

Accommodation Security Deposit, brokerage, shifting costs and all such other payments as agreed by the Developer to be paid to the Member/s under the Development Agreement.

- V.** The Developer, during the course of carrying out the construction of the said Proposed building, shall submit further revised and/or amended plans, if any for approval to the competent authority. The Developer shall complete construction of the Proposed Building and/or such other alteration in the structure of said proposed new building and shall utilize under such further revised and amended plans, all further available and balance development potentiality of the said Property to its fullest extent. The Developer is hereby permitted under these presents for carrying out amendment and revision to the layout of the plans as and when required without adversely affecting units and/or parking spaces from the Society's Area as described in the said Development Agreement and as sanctioned under the said IOA and this shall be considered as informed consent by the Member/s to the Developer, as contemplated under RERA Act and Rules made thereunder. Thus, the Members are fully aware of the Developer's right of making amendment and revision to the layout plan and of making additions and

alterations in the structure of the building.

- W.** In the circumstances aforesaid, the Parties hereto are entering into this Agreement for Permanent Alternate Accommodation on the terms and conditions as appearing hereinafter and the Society is executing this Agreement in confirmation of the same.

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

1. The Recitals above form an integral part and parcel of this Agreement and are not repeated in the operative part only for the sake of brevity and should be deemed to be incorporated in the operative part also as if the same were set out hereunder and reproduced verbatim. All capitalized terms referred to and not defined in this Agreement shall carry the meaning as defined in the Development Agreement(*defined hereinabove*).The terms and conditions of the Development Agreement executed on 22.07.2024 and registered with the Sub-Registrar of Assurances at Andheri - 3 under Serial No. BDR-9/12376 of 2024 on 29.07.2024 shall be an integral part of this Agreement.
2. The Parties hereby acknowledge and confirm that the terms and conditions of the Development Agreement are valid, binding and subsisting between the Parties hereto.

The Member/s is/are a signatory to the Development Agreement.

3. The Member/s hereby declare/s and confirm/s that the Member/s is/are fully aware of the Resolution passed at the meetings of the general body of the Society held on [_____], on [_____] and on [_____]; and that the Society has approved and consented to the execution of the said Development Agreement and other incidental documents executed by the Society in favour of the Developer for enabling the Developer to undertake the redevelopment of the said Property including *inter alia* the Irrevocable Power of Attorney dated 24.07.2024 and registered with the Sub-Registrar of Assurances under Serial No. _____ of 2024 (hereinafter collectively referred to as “**the Redevelopment Documents**”).
4. The Member/s confirm/s that he/she/they is/are aware of and has/have understood the terms and conditions Redevelopment Documents and the Member/s agree/s and undertake/s to extend his/her/their full cooperation, support, concurrence, consent and approval in the course of performance by the Society and its other existing members of the obligations of the Society under the Redevelopment Documents.

5. The Developer shall construct the Proposed Building on the said Land as per the plans and specifications approved by MHADA / MCGM under the said I.O.A.
6. The developer further declare that the plans have already been sanction and IOA bearing No. MH/EE/(B.P.)/GM / MHADA-113/1624/2024 dated 10.10.2024 and they have complied the further requisition under the said permission.
7. The Member/s accept that they have taken inspection of the said IOA and full set of plans therewith furnished by the Developer to the Society. The Member/s further agree, accept and undertake that they shall not hold the Developer or MCGM responsible for deficient open space, if any, as well as for inadequate maneuvering space for cars, if any and that they shall not object to neighbourhood development with deficient open space.
8. In discharge of the Developer's obligations under the said Development Agreement and as per the sanctioned plan and IOA bearing No. MH/EE/(B.P.)/GM / MHADA-113/1624/2024 dated 10.10.2024 which will be revised time to time if necessary without reducing the entitlement of member / occupier the Developer hereby agrees and undertakes to construct, provide and handover to the Member/s shop/flat bearing number _____ on the _____

floor of the Proposed Building (hereinafter referred to as “**the said New Flat**”) as Permanent Alternate Accommodation on ownership basis. The New Flat is shown as marked in ____ colour boundary on the plan of the _____ floor of the Proposed Building annexed hereto as “**Annexure ____**”. The said New Flat admeasures ____ sq.ft./RERA carpet area (actual carpet area including internal walls) ____ sq.ft. as defined in Development Control Regulations 1991 which Carpet Area is the sum total of the Member/s’ Entitlement under provisions of the Development Agreement as well as Extra Area that the Member/s is/are desirous of acquiring / purchasing from the Developer. Along with the said New Flat the Developer shall also allot to the Member/s for his/her/their exclusive use car parking space bearing number ____ on the _____ [first/second/third] podium floor of the Proposed Building (hereinafter referred to as “**the Car Parking Space**”). The said Car Parking Space is shown delineated by a ____ colour boundary in the plan of the _____ [first/second/third] podium floor of the Proposed Building annexed hereto as “**Annexure ____**”. The said New Flat and the said Car Parking Space are hereinafter collectively referred to as “**the New Premises**”. Carpet area of the said New Flat as defined under RERA and as sanctioned by MHADA under the said IOA is ____

sq.ft./RERA carpet area (actual carpet area including internal walls) ___ sq.ft. as define in Development Agreement dated 22.07.2024.

9. The Society consents and confirms allotment of the said New Premises to the Member/s on ownership basis.
10. The Member/s unconditionally agree/s to accept the said New Premises as Permanent Alternate Accommodation inclusive of his/her/their Entitlement and Extra Area he/she/they desire to acquire / purchase from the Developer and the said Car Parking Space for his/her/their exclusive use without any dispute and/or demur and in discharge of the Developer's obligations under the said Development Agreement to the extent of providing Alternate Accommodation to the members alongwith amenities.
11. The Developer hereby agree/s and undertake/s that the Developer shall provide in the New Flat such internal amenities and in the Proposed Building such fixtures and common facilities and specifications as set out in **Annexure '___'** of the said Development Agreement. The Member/s hereby agree and undertake/s and the Society hereby confirms that the Developer is not obligated to provide any fixtures, amenities or specifications over and

above what is set out in the said **Annexure ‘ ’** of the said Development Agreement.

12. The Developer shall construct the Proposed Building as per the plans and specifications sanctioned by the MHADA/MCGM, in accordance with the terms and conditions of the Development Agreement and within the timeframe as provided therein. The Developer shall complete the construction of the rehabilitation portion of the Proposed Building in all respects, procure the full Occupation Certificate in respect thereof and shall offer the vacant and peaceful possession of the New Flat to the Member/s, in the manner as provided in the Development Agreement, within a period of 30 (Thirty) from the date of the obtaining the Commencement Certificate.

13. Upon receiving full Occupancy Certificate of the said New Premises, the Developer shall issue Possession Notice in writing to the Member/s in accordance with terms and conditions of the Development Agreement (hereinafter referred to as “**the Possession Notice**”). The said Possession Notice shall be considered to be delivered, if sent by registered post to the address of the Member/s and/or by email specified in clause hereinabove. Within seven (7) days from issuance of the said Possession Notice the Member/s shall be under obligation to first clear dues if any to the Developer from the Members and then accept

and to take over possession of the said New Premises from the Developer.

14. From the date of grant of Occupancy Certificate, the Member/s shall be liable to bear and pay the following:
 - i. Common maintenance charges, electricity & water charges, etc. in respect of the Proposed Building as may be attributable to the said New Premises on proportionate area basis by paying the same to the Society as may be applicable;
 - ii. Property tax and/or assessment levied on the said New Premises by paying the same to the Society or the authorities as may be applicable;
 - iii. Charges for utilities such as cooking gas, telephone, internet, et. al. on the basis of actual consumption by paying the same to the service providers in respect of the said utilities.

15. Further, the Member/s shall be under obligation to reimburse to the Developer any Deposits paid by the Developer for procuring electricity, cooking gas connections, installation of meters etc. in the said New Premises within seven (7) days of issuance of the said Possession Notice by the Developer and in any case before taking over possession of the said new Premises.

16. The Member/s shall also be liable to pay the full amount of consideration for acquiring / purchasing Extra Area as well as any GST thereon together with any interest accrued on delay in payment of the same to the Developer from the Member/s within seven (7) days from issuance of the said Possession Notice and before taking over possession of the said new Premises.

17. During the Construction Period subject to force majeure (Construction Period and force majeure are defined in the Development Agreement) the Developer has agreed to pay to the Member/s the following:
 - i. The Developer shall pay to each of the 98 members of the Society a sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) as and by way of hardship compensation. Out of the said sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) shall be paid at the time vacating existing structure by each of the said member and handing over the possession of the same to the Developer. The balance sum of Rs. 5,00,000/- (Rupees Five Lakhs only) shall be paid at the time of handing over possession of newly constructed premises to each of the member as per the terms and conditions set out in the Development Agreement dated 22.07.2024

registered under No. BDR/9-12376 of 2024 on 29.07.2024.

- ii. A one-time fixed sum of Rs. 1,20,000/- (rupees One Lakh Twenty Thousand only) as brokerage charges;
- iii. The Developer shall pay a sum of Rs. 25,000/- to each of the 98 members of the Society at the time of vacating his/her existing structure and handing over the possession of the same to the Developer towards shifting charges and the Developer shall pay a sum of Rs. 25,000/- to each of the 98 members of the Society at the time of handing over newly constructed premises to him/her towards shifting back to the new premises.
- iv. a fixed allowance for meeting the rent and other outgoings of the transit accommodation being a sum of Rs. _____ /- (Rupees _____ only) per month during the first twelve months of the Construction Period as per clause 5.3 (h) of Development Agreement dated 22.07.2024;
- v. a fixed allowance for meeting the rent and other outgoings of the transit accommodation being a sum of Rs. _____ /- (Rupees _____ only) per month during the next twelve months of the Construction Period as per clause 5.3 (h) of Development Agreement dated 22.07.2024;

- vi. If Construction Period extends beyond twenty four (30) months plus ___ (__) months grace period barring any extension/s thereto due to reason of force majeure the fixed allowance mentioned in clause ___ (iii) above shall be paid for such delayed period with proportionate enhancement every twelve (12) months until the date on which Occupancy Certificate is granted by the authorities for the Proposed Building.

The Developer shall pay the above mentioned fixed allowance for meeting rent and other outgoings for Transit Accommodation mentioned hereinabove to the Member/s by post-dated cheques or by electronic transfer. The Developer undertakes to honour the cheques when deposited by the Member/s within the cheque validity period. In the event such cheques when deposited during the validity period, are dishonoured for insufficiency of funds the Developer shall be liable to pay the said amount together with interest at the rate of two per cent (2%) per annum more than the prevalent Marginal Cost Lending Rate of State Bank of India prevailing on the date on which the amount becomes due.

18. Subject to the due performance and fulfillment of the Developer's obligations herein contained and more particularly set out in the Redevelopment Documents and the payments under Clause __ above, the Member/s

hereby agree and undertake to vacate and hand over the quiet, vacant and peaceful possession of the Existing Flat within 30 (thirty) days from _____ i.e. the day on which the Developer has served upon the Society the Vacation Notice for the purpose of demolishing the same and for constructing and developing the Proposed Building. The Member/s undertake/s to sign applications / forms / documents for disconnecting his/her/their utility connections and/or meters such as viz. electricity, water, cooking gas, telephone, internet, etc. on or before vacating and handing over possession of his/her/their Existing Flat as per provisions of the Development Agreement.

19. Further, the Member/s confirm/s and agree/s that all sums, levies, deposits, amounts, cess, duties, and/or taxes (direct or indirect taxes), (prospective or retrospective in nature), taxes on income, revenue assessment, municipal or other local taxes, capital tax, TDS, imposition, surcharge, fees, ground rent, premium and/or assignments and/or charges of any nature whatsoever (present or future), including but not limited to local body tax, labour welfare cess, fire cess, imposed levied or recovered by Central and/or State Government or by any other Concerned Authorities as per the laws in force today or those may become enforceable and payable at any time in future (prospective or retrospective) as are

or may be applicable and/or payable hereunder or in respect of the said New Premises shall be solely and exclusively borne and paid by the Developer and shall be exclusively of and in addition to the said Consideration.

20. The Society hereby represents to the Developer and confirms that in so far as the Society is aware and concerned, all the representations made by the Member/s herein are true and accurate.
21. Subject to the Developer observing and performing the terms and conditions under the Development Agreement, the Member/s undertake/s extend full co-operation to the Society and the Developer and shall sign and deliver to the Society and/or the Developer on demand, all necessary applications, indemnities, writings and any other documents as and when required by the MCGM or any other local authorities for sanctioning layout, plan, approvals, sanctions for redevelopment of the building on the said Land by the Developer.
22. Before the Member/s is/are offered possession of the New Flat, the Society jointly with the Developer shall be entitled to take final measurement of the same alongwith all the other shop/s and flat/s belonging to the Society's Area in the Proposed Building, for ascertaining the agreed carpet area of the New Flat. The Society may also obtain a

certification from its PMC/consultants upon the joint measurement. The Developer's Architect shall certify the final area of the Proposed Building and the New Flats in the Proposed Building and the same shall be binding on the Society and the Existing Members including the Member/s herein. The Society and/or the Member/s shall not raise any objection whatsoever to the final area of the New Flat pursuant to the above said joint measurement and certification thereof by the Developer's Architect.

23. The Developer shall have right to make amendment and revision in the layout plan and/or addition and alterations in the structure of the building as stated hereinabove without adversely affecting units and parking spaces belonging to the Society's Area as described in the said Development Agreement and as sanctioned under the said IOA. The Developer while exercising the said right shall not cause any alteration and/or reduction in the agreed area and the location of the said New Flat of the Member/s except that on account of working tolerance limits of the proposed constructions of the buildings.
24. The Developer shall be responsible for the quality of construction of the New Building. To this effect, the Developer shall ensure that there is no structural defect in the New Building including firefighting system, lift shafts, plumbing, drainage system, waterproofing, etc over a

period of five (5) years from the date of receipt of the full Occupancy Certificate.

In the event any construction / structural defect in the same is brought to the notice of the Developer within a period of five (5) years from the date of receipt of the full Occupancy Certificate, then and in such an event the defect/s wherever possible, be rectified by the Developer free of cost PROVIDED that the Developer shall not be held responsible, if in the opinion of the Developer's Architect, such a defect is caused due to an act or neglect of any person other than the Developer or its agents, contractors, employees, etc. It is clarified that in the event if any unauthorized or unapproved changes are made in the flats premises comprised in the New building, the Developer shall not be liable under this clause for rectification of such defect/s.

The Developer shall also ensure that there are no manufacturing defect/s in installations such as lifts, firefighting system, CCTV, building management system / EPABX, water pumps, etc. and the same are fully functional/operational without such manufacturing defects, on the date of receipt of full Occupancy Certificate and to also ensure that standard warranties if any from manufacturers or suppliers have been availed on such installations. In the event any such manufacturing

defect/s in the said installations are brought to the notice of the Developer within the said standard warranty period/s as many be applicable, then the Developer shall be responsible to have the said defect/s rectified from manufacturer, supplier, service agency, at the Developer's cost. It is clarified that the Society at its own cost shall be responsible for regular upkeep, minor repairs, servicing, obtaining and/or renewing maintenance contracts, replacement of consumables, etc. in respect of the above installations from the date of receipt of full Occupancy Certificate and that the Developer shall not be held responsible for rectifying any defects that may arise as a result of the Society's failure to do so and/or as a result of regular wear and tear.

The Allottee/s shall not carry out any alterations of whatsoever nature in the said New Flat and in specific the structure of the said New Flat which shall include but not be limited to columns, beams, walls, RCC members, etc. or in fittings therein, in particular. It is hereby agreed that the Member/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water, if any of such works are carried out without the written consent of the Developer, the Developer's defect liability shall automatically become Nil.

The word defect here means only the manufacturing and workmanship defect(s) caused on account of willful neglect on the part of the Developer and shall not mean defect(s) caused by normal wear and tear and by negligent use of New Flat by the Member/s, vagaries of nature, etc. It shall be the responsibility of the Member/s to maintain his/her/their premises in a proper manner and take all due care of the said New Premises to prevent water seepage. Further, the Member/s shall ensure that the Society renews the warranties, where the manufacturer/supplier warranty as shown by the Developer to the Member/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/wing. In the event the annual maintenance contracts are not done/renewed by the Society / Member/s, the Developer shall not be responsible for any defects occurring due to the same. The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the New Flats and the common project amenities wherever applicable. That the Member/s has/have been made aware and that the Member/s expressly agree/s that the regular wear and tear of

unit/building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰ c do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the Member/s, it shall be necessary to appoint a licensed architect or engineer who shall then submit a report to state the defects in materials used, in the structure built of the New Flat /building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

25. The Member/s shall use the New Flat for residential purpose only strictly as approved in sanctioned plans of the New Building and the said exclusive Car Parking Space shall be used for parking of vehicles only and for no other purpose. The New Flat and the Car Parking Space shall not be used for any purpose/activity which may or is likely to cause nuisance or annoyance to the occupants of the other shops/flats in the Proposed Building or for any illegal or immoral purposes. The Member/s has/have represented to the Developer and doth/do hereby for himself/herself/themselves reiterate/s, declare/s and covenant/s with the Developer as follows:

(a) The Member/s has/have a good and marketable title to the Existing Flat and the said Shares, free from all encumbrances claims and demands of any nature whatsoever and howsoever arising and no other person/s has/have any right, title, interest, share, benefit, claim or demand of any nature whatsoever and howsoever arising in to or upon the Existing Flat or the said Shares or any part thereof;

(b) The Member/s is/are solely, exclusively and absolutely entitled to the Existing Flat and the said Shares and is/are entitled to be in exclusive use, occupation, possession, enjoyment and control of the Existing Flat and no other person/s has/have any right, title, interest, share, claim or demand of any nature whatsoever and howsoever arising in to or upon the same;

(c) The Member/s, has/have not in any way encumbered or agreed to encumber by way of mortgage, charge, lien, trust, sale, pledge, lease, leave and license, easements or otherwise howsoever in any other manner, his/her/their right, title and interest in the Existing Flat and the said Shares or any part thereof and that the Existing Flat and the said Shares are free from all encumbrances and that the Member/s

has/have a clear and marketable title to the Existing Flat and the said Shares;

(d) The Member/s is/are the registered member/s of the Society and the said Share Certificate stands in the name of the Member/s;

(e) The said Shares have not been surrendered to or forfeited by the Society;

(f) No demand notice or acquisition or requisition notice has been received in respect of the Existing Flat or the said Shares;

(g) The Member/s has/have not done any act, deed, matter or thing whereby the Member/s is/are prevented from and there is no attachment or prohibitory order issued by any Court or Tax Authorities or by any other authority prohibiting the Member/s from dealing with the Existing Flat and the said Shares or entering into this Agreement and consummating the transaction contemplated hereby;

(h) The Existing Flat and the said Shares are not subject to any lispendens;

(i) The Member/s shall fully co-operate with the Developer for registration of this agreement as well as any further procedure to be carried out under various laws, acts,

rules and regulations including registration under the said RERA Act as well as the Rules formed thereunder;

- (j) The Society and the Member/s shall unconditionally accept allotment of Developer's Free Sale Area including Flats and Car Parking Spaces therein as it is made by the Developer in such manner as the Developer deems fit and shall not raise any objection to the same and also not make any claims to the Flats or Car Parking Spaces belonging to Developer's Free Sale Area;
- (k) The Society and the Member/s shall treat all acquirers / purchasers of Developer's Free Sale Area at par with existing members of the Society and shall not discriminate against them for any reason whatsoever, subject to the said acquirers / purchasers abiding by Byelaws adopted by the Society and provisions of Development Agreement by way of acceptance of the same in their respective Agreement for Sale.
- (l) The member/s shall maintain the New Premises at his/her/their own costs in good tenantable repair and condition from the date the possession of the New Flat is taken over by the Member/s as per provisions of the Redevelopment Documents;

- (m) The member/s shall not do or suffer to be done anything in or to the Proposed Building which may be against the rules, regulations or bye-laws of concerned local or any other authority;
- (n) In the event of the Member/s committing any act in contravention of any of the above provisions or covenants, the Member/s shall be solely responsible and liable for the consequences thereof;
- (o) The member shall bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority;
- (p) The Member/s shall observe and perform all the rules and regulations which the Society has adopted at its inception and any addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Proposed Building and the flats therein and for the observance and performance of the Building Rules, regulations and bye-laws for the time being of the concerned Local Authority and of Government and other Public Bodies. The Member/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said New Premises and shall pay and contribute regularly and

punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

26. The Developer shall construct the proposed new building for residential / commercial purpose as mentioned in IOA. The Developer doth hereby covenant/s with the Member/s as follows:

(a) To complete construction of the New Building within Thirty (30) months plus _____ (_____) months' Grace Period excluding any additions thereto due to reasons of force majeure as per provisions of the said Redevelopment Documents;

(b) To offer possession of the New Premises to the Member/s before offering the same to acquirers/purchasers of units from Developer's Free Sale Area subject to Member/s making clearing all dues and observing all obligations under provisions of the Redevelopment Documents;

(c) To adhere to all applicable laws, rules, regulations including but not limited to RERA, MahaRERA, MOFA, etc. throughout the Construction Period.

27. The Member/s agree and accept that the Developer shall hand over all important documents in respect of the

redevelopment of the said Property (true copies or originals or Printed hard copies of approved documents bearing digital signatures as may be applicable) such as IOA, CC, subsequent amendment/s (if any), OC with sanctioned plans, RCC drawing/s, NOC/completion certificate (in letter form) issued by the CFO, etc. to the Society against full discharge of the Developer's obligations under the Redevelopment Documents. The members agree and accept that no such documents (true copies or original) shall be handed over to them or to any other member/s or purchasers of units from the Developer's Free Sale Area individually. The members agree and accept that they shall cooperate with the Society at all times in order to preserve and maintain the said documents in good order in the future.

28. The Member/s hereby declare/s that this Agreement shall be binding on the heirs, executors, administrators, assigns, legal representatives, transferee/s as well as nominee/s of the Member/s in all respects.
29. Contact details of the Member/s for any communication with the Society and/or the Developer:

Shri/Smt. _____

Address: _____

Email Address: _____

Contact details of the Developer for any communication with the Member/s and/or the Society:

GURUKRUPA REALCON INFRABUILD LLP,

Address: C-106, Vashi Plaza, Sector-17, Vashi, Navi Mumbai 400 703 and Corporate Office at Building 45, First Floor, Pant Nagar, Ghatkopar (East), Mumbai 400 075

Email Address:

Contact details of the Society for any communication with the Member/s and/or the Developer:

Oshiwara Riddhi Siddhi Cooperative Housing Society Limited

Address: Adarsh Nagar, MHADA Scheme Code No. 034, New Link Road, Oshiwara, Jogeshwari (West), Mumbai 400 102

Email Address: _____

Any notice and/or intimation to be given under this Agreement shall be addressed by the party issuing such notice and/or intimation to the above postal address/es and the above email address/es of the other party/ies.

In case of change/s to the said postal / email addresses, it shall be the responsibility of the party whose postal / email address has changed to inform the other parties of

such change by a written notice at their above postal addresses.

In case of failure by any Party to duly notify the other Parties of change/s to the said postal / email addresses, other Parties shall not be responsible for any notice/s and/or intimation/s not being served upon the Party whose postal / email addresses have changed.

30. All notices and/or intimation under this Agreement shall be in writing and shall be delivered either by hand delivery, registered post or courier services and shall be deemed to be delivered in case of (i) service by hand delivery on the date on which the same has been delivered and acknowledged by the Party on whom it is served and (ii) if sent by registered post or courier, within seven days of the same having been posted.
31. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of Promotion, Construction, Sale, Management and Transfer) Act. 1963 and the Rules made there under, as amended from time to time.
32. Upon the project being registered under the Real Estate Regulation and Control Act, 2016 ("RERA"), this Agreement shall be subject to the provisions of RERA and

the Rules made thereunder, as amended from time to time.

33. In accordance with Government Resolution No. Ch.E./D.P./21546/Gen. dated 05.03.2021 the stamp duty and registration charges payable on this Agreement shall be borne and paid by the Developer alone and the Member/s shall not in any manner be liable or responsible for the payment of the same or any part thereof.
34. Each Party shall bear its respective Advocates' / Attorneys' fees, costs and expenses.
35. Notwithstanding anything mentioned herein in this agreement, the terms and conditions mentioned in the Redevelopment Agreement dated _____ registered under No. _____ shall stand supreme.

FIRST SCHEDULE HEREINABOVE REFERRED TO:

(Description of the "said Property")

All that piece or parcel of land or ground or plot situated and lying underneath and appurtenant to cluster plot Nos. 921 to 1018 (both inclusive) together admeasuring 4092.96 sq.mtrs. or thereabouts bearing Survey No.41 (Part), CTS No.1 (Part), Adarsh Nagar, Oshiwara, Mumbai 400 102 being part of the MHADA land situate at Oshiwara, Jogeshwari West, in the

Registration Sub-District of Andheri, Mumbai Suburban District
and bounded as follows, that is to say: -

On or towards the North by: Plot No. R-17

On or towards the South by: 9.15 mtrs. wide Layout Road

On or towards the West by: 36.60 mtrs. wide Road

On or towards the East by: 9.15 mtrs. wide Layout Road

:SECOND SCHEDULE OF PROPERTY ABOVE REFERRED TO:
(Description of the existing flat of the Member)

Flat bearing No.____, area admeasuring 25 sq. mtrs., in the Building known as Oshiwara Riddhi Siddhi Co-Operative Housing Society Limited situated at Adarsh Nagar, MHADA Scheme Code No. 034, New Link Road, Oshiwara, Jogeshwari (West), Mumbai 400 102.

:THIRD SCHEDULE OF PROPERTY ABOVE REFERRED TO:
(Description of the new flat)

Flat No. _____ on _____ floor _____ side admeasuring _____ sq.ft./RERA carpet area (actual carpet area including internal walls) _____ sq.ft. granted free of cost in lieu of Existing Carpet Area in the Existing Building original flat as per the Development Agreement dated 22.07.2024 alongwith the amenities and shown on the floor plan annexed as **Annexure “_”** along with one Car Parking space operated by mechanical system in stilt /compound/Pit free of cost in the Proposed Building known as OSHIWARA RIDDI SIDDHI CO-OPERATIVE HOUSING SOCIETY LTD. to be constructed on the property

which is more particularly described in the First Schedule hereinabove written.

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

SIGNED AND DELIVERED)

by the withinnamed "DEVELOPER")

GURUKRUPA REALCON INFRABUILD LLP)

through its authorized Representative)

Mr. _____)

in the presence of)

1.....)

2.....)

The Common Seal Of the withinnamed)

"Society" Oshiwara Riddhi Siddhi)

Co-Operative Housing Society Limited)

has been Hereunto affixed pursuant to the)

Resolution passed by the Members)

at its Special General Body Meeting)

held on _____ authorizing)

Shri Madhusudan Rukmaji Bhalekar)

Hon. Chairman)

Mr. Ansari Kabir Ahmed)

Hon. Secretary

Mr. Ramesh Ganpat Surve)

Hon. Treasurer

to execute these presents, who have)

signed these presents in the presence of)

.....)

1.

2.

SIGNED AND DELIVERED)

by the withinnamed the member)

Shri./Smt. _____)

_____)

In the presence of)

1.

2.