

- ii. The Society in the Special General Meeting held on 17/04/2021 has approved the conceptual/provisional/tentative plans of the proposed new building/s. In the said meeting, the Society has also made allotment of flats/commercial unit to the existing 20 members.
- iii. In the premises, the allotted flats to be provided to the respective member with reduced or additional area (which flat is hereinafter referred to as the "opted flat") has been finalized and furnished to the Developers as per "Annexure-J-Revised" annexed hereto. The list of 20 members with their Flat Nos and floors of Opted Flat/commercial unit in the proposed new building/s, the carpet area of their opted flat/commercial unit, members entitled area, the extra area agreed to be purchased by members, the area surrendered to the Developers, the agreed consideration payable by the 17 members to the Developers and agreed amount received by 03 members from the Developers is given in the "Annexure I"-Revised" annexed hereto.
- iv. However, it is agreed that proportionate stamp duty, registration charges and any other applicable taxes (GST, etc.) payable in respect of the said extra area or additional area purchased by the members shall be borne and paid by such member respectively and such charges, duty, taxes shall be paid along with payment of consideration amount. It is agreed that



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such members will not be allowed to back out from the demand of such additional carpet area and will be bound to make the payment to the Developers as mutually agreed by and between the said members and the Developers as provided hereinafter. It is further agreed that the Developers will not entertain any further request / demand by the Society and/or its members for the purchase of additional area over and above the carpet area of the opted flat mentioned in "Annexure 'I'-Revised".

- v. However if any member/s negotiate with the Developers for shifting to an alternate flat of his/her choice and the Developers and the said member on their mutually consented terms and conditions recorded in writing, agree for allotment of an alternate flat instead of the flat allotted by the Society, then the Society and its other members will not raise any objections against such allotment of alternate flat and the Society hereby grants its consent for the same subject to the condition that the redevelopment project of the Society's property does not get delayed or hindered. It is clarified that negotiating members shall not on any grounds whatsoever even on pretext that he/she is negotiating with the developers delay or deny any process or requirements of redevelopment viz. handing over of vacant possession of his/her/their flat along with the other members to the Society/Developers, giving affidavits/undertakings/



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letters to the society/the developers/planning authorities.

g) **Clause 16 of the Development Agreement will be substituted and replaced by the following clause:**

- i. The amount payable by the members as mentioned in clause 15(A) herein above for the purchase of such extra carpet area shall be paid in the following manner

Particulars	Amount in %
On or before Execution of Development Agreement	10%
On the IOD being issued	25%
On Plinth	10%
On casting of R.C.C. Slabs (Pro - rata slab wise)	50%
On or before handing over the possession of flat in new Building	5%
Total	100%

- ii. The Payment payable by Mr. Narendra K. Sodhi shall be as per the agreed terms and conditions as mentioned in **Annexure- "K"**
- iii. The amount payable by the Developers to the members who have surrendered their certain area/s to the Developers as mentioned in clause no. 15(a)

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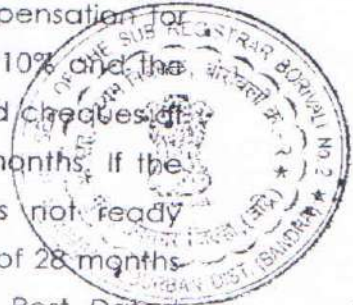
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herein above, has already been paid before the execution of this agreement.

- h) **Clause 18 of the Development Agreement will be substituted and replaced by the following clause:**

The Developers during the period of redevelopment will pay each of the members, a monthly compensation @ Rs 50/- per sq. ft on their existing carpet area towards temporary alternate accommodation (whether the said temporary alternate accommodation is rented, owned or otherwise) till the new Permanent Alternate Accommodation is handed over to the existing members and/or Society or the Developers give intimation to the Society that the Permanent Alternate Accommodation is ready for Occupying whichever is earlier. The said Amount will be paid in advance for the first 12 months when the Society will give to the Developers entire vacant possession of the Society's Building and the said property. The compensation for the next 18 months will be increased by 10% and the same will be paid by issuing 18 post dated cheques at the end of 10th month of the initial 12 months. If the permanent alternate accommodation is not ready within said 30 months, then before expiry of 28 months the Developers, shall also handover 12 Post Dated Cheques for a further period of 12 months to all the members and thereafter till such date the permanent alternate accommodation is ready. The members shall



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return the remaining post dated cheques to the Developers as the members are entitled to compensation only till the Permanent Alternate Accommodation is handed over to the existing members and/or Society or the Developers give intimation to the Society that the Permanent Alternate Accommodation is ready for occupying whichever is earlier. The Developers will also give one month's compensation as brokerage amount towards the procurement of temporary alternate accommodation at the time of handing over vacant possession of the flat to the Developer. The Developers shall also pay to the members as one time charge of Rs.15,000/- towards the shifting and re-shifting costs to temporary alternate accommodation and back to the permanent alternate accommodation. The Flat-wise calculation in respect of the amount to be paid under this clause is set out in **Annexure "G"-Revised** annexed hereto.

- i) In view of REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016 (RERA), it is mutually agreed by the Society and the Developers that there is no need for the provisions of Bank Guarantee by the Developer. Hence Clause 20 of the Development Agreement hereby stands deleted.
- ii) **Clause 21 of the Development Agreement will be substituted and replaced by the following clause:**

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The Developers shall give 20 car parking to the Society for allotment to its existing 20 members and the Developers shall be entitled to the remaining parkings.

- k) **Clause 23 of the Development Agreement will be substituted and replaced by the following clause:**

On Society giving vacant and peaceful possession of the said property, the structure and all the flats and upon the Developers being put in vacant possession, the Developers shall be entitled to demolish the existing building and obtain Commencement Certificate and commence the work. The Developers shall procure and load TDR within 3 months from the date of obtaining Commencement Certificate.

- l) **Add following Paragraph at the end of Clause 31 of the Development Agreement**

The Society hereby irrevocably allot and grant exclusive irrevocable permanent ownership right and use of the terrace on 17th floor admeasuring 288.00 Sq. feet adjoining flat no. 1701 to Mrs Bhavana Nitin Chitalia and Mr. Nitin Kantilal Chitalia and or their nominees, assigns/transferees.

The Society and/or its members (whether existing or newly admitted additional members) and the members nominees, assignees and/or transferees shall not be entitled to challenge the above arrangement and/or resolution passed in the SGBM on this behalf on any grounds and shall not raise any objection or vary



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the terms of exclusive right of use of the terrace on 17th floor on any grounds whatsoever.

- m) It is agreed that the building shall be completed within a period of 30 months with a grace period of 12 months from the date of Commencement Certificate and for completion period mentioned in clause 46 and 49 or anywhere in the Development Agreement, it shall be read as 30 months with a grace period of 12 months as provided hereinabove.

Further, it is clarified that as no Bank Guarantee is to be given, the reference made in respect of Bank Guarantee in the said Development Agreement shall be deleted and/or ignored

In Clause 49 of the Development Agreement the words "(including loading TDR and Fungible FSI)" are hereby deleted.

- o) In Clause 56 of the Development Agreement, wherever the words 'any other applicable taxes' appear, the same shall be read together with the words 'GST'.

3. It is further clarified and the Society has agreed and confirmed the following

- a) There shall be "Common Amenities" and the "Restricted Amenities" in the proposed Building to be constructed as per the Conceptual Plans submitted to the Society. The Lift, Staircase and common space



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