

MEMBER'S CONSENT LETTER

I/We, (1) **Mr/Mrs/Ms [•]**; and (2) **Mr/Mrs/Ms [•]**, both of Mumbai, Indian Inhabitant/s, having our address at [•], Mumbai 400 0[•] (hereinafter referred to as the “**Deponents**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include our respective heirs, administrators, executors, successors and assigns), do jointly solemnly affirm and state as follows:

1. I/We am/are registered member/s and shareholder/s of **KUMARI JETHI T SIPAHIMALANI CO-OPERATIVE HOUSING SOCIETY LIMITED**, a co-operative housing society registered under the provisions of the Maharashtra Co-operative Societies Act, 1961 as a housing society, under Registration No BOM/(WD)HSG/(TC)367/84-85 of 1984, having its registered office at Jethiben Colony, F.P.No-565,Mori Road, Mahim,Mumbai-400016 (“**Society**”), owning [•] fully paid-up shares thereof, bearing Distinctive Nos [•] to [•] (both inclusive), represented by original Share Certificate No [•], dated [•] (“**Shares**”), and as such I/we am/are absolutely and exclusively entitled to hold, possess, use, occupy and enjoy an old residential Flat bearing No [•], admeasuring approximately [•] square feet (carpet area), [•] square feet (built up area), on the [•] floor of the building known as [•] (“**Existing Flat**”) constructed on all that piece and parcel of land bearing C.S. No 1/1231, C.S. No 1/1230 and 2/1230 and Final Plot No 565 of Town Planning Scheme III of Mahim Division, admeasuring 14,600.45 square meters, situate, lying and being at Mahim, junction of MMC Road No 2 and Mori Road, District Mumbai City, Mumbai – 400 016 (“**Land**”). A certified true copy of the Share Certificate is annexed hereto as **Annexure A**.

2. By and under a Re-Development Agreement dated _____ executed between the Society (therein referred to as ‘the Society’) and Ten X Realty West Limited (therein and hereinafter referred to as “**the Developer**” and registered with the office of the Sub-Registrar of Assurances at [•] under Registration No _____ (“**Re-Development Agreement**”), the Society has granted the development rights in respect of the Land along with 20 (twenty) residential buildings comprising of ground + 3 (three) upper floors divided into 32 (thirty-two) wings standing on the Land (“**Buildings**”) consisting of 16 (sixteen) commercial shops (including 1 (one) post office), 1 (one)

library hall, 1 (one) society office and 12 (twelve) covered garages (collectively referred to as “**Existing Premises**”) in favour of the Developer for redevelopment of the Property (as defined hereinafter) in the manner more particularly set out therein. The Land and the Buildings are hereinafter collectively referred to as “**the Property**”.

3. Pursuant to the aforesaid Re-Development Agreement, the Society also executed a Power of Attorney dated _____, registered with the office of the Sub-Registrar of Assurances under Registration No _____ (“**POA**”) in favour of the Developer to do all acts, deeds and things in respect of redevelopment of the Property on the terms and conditions set out therein.
4. The Re-Development Agreement and the POA shall hereinafter collectively be referred to as the “**Development Documents**”.
5. I/We hereby confirm, agree and declare that I / we am/are/ have been fully aware of the process of redevelopment of the Property and appointment of the Developer in accordance with the provisions of Section 79(A) of the Maharashtra Cooperative Societies Act, 1960 and has/have freely without any force and pressure from the Society, voted in favour of and/or consented to the resolutions passed by the General Body of the Society from time to time as aforesaid in respect of: (i) the re-development of the Property, *inter alia*, by demolishing the Buildings (including the Existing Premises) and constructing thereon a new building, the utilization of the Development Potential (*as defined under the Re-development Agreement*); (ii) the appointment of Ten X Realty West Limited, (CIN: **U41000MH2024PLC416599**), a company incorporated under the Companies Act, 1956, existing under the Companies Act, 2013, having its registered office at Pokharan Road, Jekegram, Thane – 400 606, to fully undertake the re-development of the Property; and (iii) approving in toto (a) the drafts of the Development Documents executed and registered by and between the Society and the Developer, the writings to be executed by the Society, each of the aggregate members respectively and the Developer in respect of the member’s proposed new flats in the re-developed Property (hereinafter referred to as the “**Members’ Flat Writings / Agreement**”), the draft of this Member’s Consent Letter; and (b) authorizing (A) Capt. M .S.Virdi (Hon Chairman); (B) Mr. Kumar Darira (Hon Secretary) and (C) Dr. Rajesh Gokani (Hon Treasurer) / _____

(member of the managing committee), for and on behalf of the Society to do all such acts, deeds, matters and things as may be required including execution and registration of this Member's Consent Letter, Development Documents and/or other incidental documents.

6. I/We am/are aware that the final, composite and complete terms, conditions and provisions arrived at between the Society (for itself and for and on behalf of all its members, including myself/ourselves) and the Developer, in respect of the captioned transaction have been duly and fully recorded in the Development Documents, which have since been executed and registered.

7. I/We have fully read, understood, approved and accepted the Development Documents and this writing. In particular I/we have fully agreed and accepted that (i) the new residential premises admeasuring [•] square feet Usable Carpet Area ("**New Flat**") and [•] covered car-parking space free of costs, in the [basement / stilt / podium] as per DCPR 2034 ("**New Car-parking Space/s**"); and (ii) the agreed monetary consideration, paid / to be provided and paid to me/us, under the Re-Development Agreement, are fair and reasonable consideration and compensation due to me/us in respect of my/our right and interest as a member of the Society and as owner/holder of the Shares and the Existing Flat. I/We also accept and confirm that (i) the re-development of the Property is for the benefit of the Society and all its members (including myself/ourselves); and (ii) the Re-Development Agreement supersedes all prior writings, tender documents, letters, correspondence and communications (written and oral), etc., issued and/or exchanged and/or executed by and between the Developer and the Society, in respect of the re-development including, but not limited to, the sealed offers invited in respect of the re-development and the final offer made by the Developer. Accordingly, the Development Documents, this writing, the other Members' Flat Writings / Agreements to be executed by all other members of the Society, and the approved draft formats of the letters / writings, are and shall be the only writings that shall record and govern the entire and composite agreement with respect to the captioned transaction. I/We accordingly agree and undertake with the Society and the Developer that I/we shall observe, perform and comply with the terms and conditions of the Development Documents (as applicable to me/us).

8. I/We now hereby specifically warrant, declare and represent to, and undertake with, the Society and the Developer as follows:

- (a) I / we are lawful member/s of the Society;
- (b) The Shares and the Existing Flat are my/our own separate property, and do not form a part of any joint family/coparcenary property, or any private or public trust, and no family member/s (including any minor/s) of mine/ours and/or any associate member/s (if any) and/or third parties, have any right, title, benefit, interest, claim or demand whatsoever to the Shares and/or the Existing Flat or any part thereof;
- (c) I/We have not agreed to sell, transfer or dispose of the Shares and the Existing Flat to any persons/parties, and I/we have not accepted any earnest money, deposit or other amounts in respect of the same from any persons/parties;
- (d) the Shares and the Existing Flat are not mortgaged, charged or encumbered, and no third-party rights in respect of the same are created, and my/our title thereto is clear, marketable, and free from all encumbrances, claims, demands, disputes and doubts;

OR

[Khaitan Comment: the alternate sub-clause (e) herein below is applicable where there is a subsisting mortgage affecting the Shares and the Existing Flat]

- (e) Save and except the mortgage ("**Mortgage**") created by myself/ourselves over the Shares and the Existing Flat in favour of [•] ("**Mortgagee**"), as security for repayment of a [•] loan availed of by myself/ourselves ("**Loan**"), the Shares and the Existing Flat are not further mortgaged, charged or encumbered, and no third-party rights in respect of the same are created, and accordingly my/our title thereto is (subject to the Mortgage) clear, marketable, and free from all encumbrances, claims, demands, disputes and doubts. In respect of the Loan and Mortgage, I/we hereby specifically

warrant, declare and represent to, and undertake with, the Society and the Developer that I/we shall make payment of the Loan and all other amounts due to the Mortgagee, and also obtain the release of the Mortgage by causing the Mortgagee to enter into and execute a Deed of Release and other writings, no later than [•] days prior to I/we vacating the Existing Flat and handing over quiet, vacant and peaceful possession thereof to the Society.

- (f) The Shares and the Existing Flat are not the subject matter of any notices, claims, demands, suits, actions, litigations, proceedings (civil, criminal, revenue, or quasi-judicial), legal process, or any attachment before or after judgement;
- (g) There is no lease, tenancy, sub-tenancy, leave and license, or any other rights of use or occupancy, created and/or subsisting in respect of the Existing Flat or any part thereof, and no persons/parties, other than myself/ourselves and my/our immediate family members, are in the possession, occupation, use and enjoyment of the Existing Flat;

OR

[Khaitan Comment: the alternate sub-clause (h) hereinbelow is applicable where there is a license created and/or subsisting in respect of the Existing Flat or any part thereof.]

- (h) Save and except for a leave and license to use the Existing Flat (“**License**”) granted by myself/ourselves to [•] (“**Licensee**”) by and under the Agreement of Leave and License dated [•], executed by and between myself/ourselves (therein referred to as ‘the Licensor’) and the [•] (therein referred to as ‘the Licensee’), there is no lease, tenancy, sub-tenancy, leave and license, or any other rights of use, occupancy, created and/or subsisting in respect of the Existing Flat, or any part thereof, and no persons/parties, other than myself/ourselves and my/our immediate family members, are in the possession, occupation, use and enjoyment of the Existing Flat. In respect of the aforesaid license, I/we hereby specifically warrant, declare and represent to, and undertake with, the Society and the Developer that I/We

shall ensure that the aforesaid license is terminated, and that the Licensee vacates the Existing Flat within [•] days prior to I/we handing over quiet, vacant and peaceful possession thereof to the Society;

- (i) There are no proceedings pending against me/us under the Income Tax Act, 1961, and no notice under the Income Tax Act, 1961 has been issued to me/us, whereby my/our right, title, benefit or interest in respect of the Shares and the Existing Flat are, can, or may be prejudiced in any manner, and the Shares and the Existing Flat are not subject to any income-tax attachment;
- (j) I / We are not restrained under Income Tax Act, 1961 or any other statute / law from selling or transferring or dealing with the Existing Flat;
- (k) I / we have paid all my / our outgoings, duties and dues of and relating to the Existing Flat and there are no arrears in this regard;
- (l) I/We will sell / transfer the Existing Flat, Shares, the New Flat and the New Car-parking Space/s only in accordance with: (i) the Development Documents and this writing; and (ii) all my/our obligations, duties and liabilities under the Members' Flat Writings / Agreement and this writing. In such an event, prior to the completion of the sale and transfer, I/we shall furnish drafts of the proposed sale and transfer documents to the Society for its and Developer's prior approval and obtain from the said third-party prospective purchaser / transferee, and deliver to the Society, a writing similar to this writing and in terms of the draft prepared by the Developer and approved by the Society. I/We shall also comply with the applicable provisions of law, including the provisions of the Maharashtra Co-operative Societies Act, 1960, in respect of such proposed sale and transfer;
- (m) My/Our family members, employees, staff and servants (as the case may be) and I/we shall fully vacate the Existing Flat and remove all our articles, chattels, goods and things therefrom, and deliver quiet, vacant and peaceful possession thereof, as and when we are required to do so and strictly in accordance with the terms and provisions of the Re-Development Agreement. If I/we fail, refuse or neglect to vacate the Existing Flat and

deliver quiet, vacant and peaceful possession thereof as aforesaid, and/or if my/our family members, employees, staff etc. and/or myself and/or any persons claiming from, through or under us or any of us, hinder/s, interfere/s with, obstruct/s or restrict/s, in any manner, the re-development of the Property, which results in a delay or stoppage of construction work and/or the re-development process and activities, I/we shall be personally liable, and shall bear and pay, to the Developer the damages and compensation as referred to in the Re-Development Agreement, and the Society and/or the Developer shall be fully entitled and at liberty to recover the same from me as provided therein, without prejudice to all the rights and remedies available to the Society and/or the Developer under the Re-Development Agreement, this writing, and in law in respect of the aforesaid breach and default. Upon and after delivery of possession of the Existing Flat to the Developer, it shall be fully and freely entitled to demolish the same as provided in the Re-Development Agreement;

- (n) I/We shall take possession of the New Flat and the New Car-parking Space/s as and when I/we am/are required to do so, and strictly in accordance with the terms and provisions of the Re-Development Agreement;
- (o) I/We shall have no independent cause of action against the Developer with regards to the Development Documents and any issues on the re-development of the Property, and the Society alone shall have an independent cause of action against the Developer in respect of the re-development of the Property and/or under the Re-Development Agreement, and consequently, if any issue, dispute or difference arises in respect of the re-development of the Property and/or the Re-Development Agreement, which involves me/us, the same shall be dealt with and resolved by the Society on my/our behalf in accordance with the Re-Development Agreement;
- (p) I/We shall not do or omit to be done anything whereby the re-development of the Property by the Developer and/or the exercise by it of its rights, entitlements, powers and authorities under the Development Documents, is/are hindered, obstructed, prejudiced or affected. In this regard, I/we

agree, acknowledge and accept that any such act or omission on my/our part may adversely or prejudicially affect all the other members of the Society, the Society itself, and the Developer, the consequences of which I/we shall be solely liable for;

(q) No petition or proceedings for insolvency has been filed or initiated before any court of law or other competent authority by or against me/us by any creditors or any other person or persons; and

(r) I/We shall sign and execute and register, any further and other documents or writings in respect of the re-development of the Property, within such time that I/we am/are called upon to do so by the Society and/or the Developer.

9. I/We am/are aware that on the basis of this writing, and the warranties, declarations, representations and undertakings made/given herein by me/us, the Society and the Developer will implement the re-development of the Property in accordance with the Re-Development Agreement.

10. This writing has been executed by me/us out of my/our free will and accord, without any force, duress and/or pressure being practiced or subjected upon me/us, and is and shall be binding upon myself/ourselves and my/our heirs, executors, administrators, representatives, assigns and family members, throughout the period of the re-development and until full completion of all transactions, things and matters recorded in the Development Documents. This writing is executed for the benefit of the Developer i.e., Ten X Realty West Limited.

Solemnly Affirmed at Mumbai)
this [•] day of [•], 2024,)
by the withinnamed Deponents,)
(1) **Mr/Mrs/Ms [•]**, and)
(2) **Mr/Mrs/Ms [•]**)
in the presence of ...)

I/We confirm:

Mr [•]

(Associate Member)

Identified by me:

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Dated this [•] day of [•] 2024
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Mr/Mrs/Ms [•] & Ors.

To

Ten X Realty West Limited

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MEMBER'S CONSENT LETTER
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