

## **Simla House CHSL**

Development Agreement "OPEN POINTS" – 10<sup>th</sup> Nov 2025, as received from society appointed DSK Legal

Sr. No.	Clause No.	Particular	DSK Comments	Remark
1.	Recital G, H and I	These are recital recording the encroachments and grant of right of way to Acerock.	<p>We had suggested that this Agreement has no bearing to redevelopment of the Society.</p> <p>At LOI stage the Developer had suggested that out of total encroachment, they need to clear encroachment of 5 encroachers at its own costs.</p> <p>The Developer is now suggesting that the Society needs to clear all encroachment by itself or through Acerock. The Developer is now not agreeing to remove the 5 encroachers, which is not agreed position by the Society.</p>	
2.		<p>Removal of reference of 33 (9) of DCPR</p> <p>During the meeting the Society had suggested that the redevelopment would be under regulation 33 (9) and if any other applicable provisions needs to be recorded then the same to be recorded in Supplemental Writing.</p>	The Developer has removed the reference of 33 (9) of DCPR from the Agreement and suggested that the redevelopment can happen under any applicable provisions of DCPR.	
3.	-	Definition of New Building:	The right to consume additional FSI would be granted to the	

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		This includes the building constructed by utilising Additional FSI	Developer as and when generated and with the consent of the society. Thus, the new building definition should not include Additional FSI.	
4.	Clause 4.	Grant of Development rights:	<p>This clause includes with the consent of all the members. Which would not be factual position. At max majority of members.</p> <p>The grant also includes grant of Additional FSI. This is contradictory to the agreed positions. Please see LOI. As and when the Additional FSI is generated and the Society agrees to give the development rights of the same, the Society and the Developer to sign a supplemental agreement.</p>	
5.	Clause 4 (iv)	<p>Additional FSI</p> <p>The Developer is entitled to use Additional FSI in consultation with the Society.</p>	The agreed positions is the Developer to use the Additional FSI with prior written consent of the Society. The Developer won't get automatic right.	

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6.	Clause 4 (vii)	If any constructed area is required to be provided to MHADA, then all benefits derived from the same shall be shared between the Society and the Developer.	This to be discussed	
7.	Clause 4 (viii)	Clause for construction and maintenance of 12 mtrs. road deleted.	This is part of agreed position in LOI.  The Developer has deleted this clause and kept the same open.	
8.	Clause 5 (A) (ii)	The members flats shall be located and scattered across all wings/towers and floors of the New Buildings	This is deleted and to be discussed in generate body meeting.	
9.	Clause 5 (B) (i)	The location of the Members Car Parking Spaces shall be mutually decided between the Society and the Developer	This is deleted and to be discussed in generate body meeting.	
10.	Clause 5 (B) (iii)	The Society shall be entitled to deal with and dispose of the Society Car Parking is deleted	As per the Developer, the Society can only allot and not dispose of. This to be discussed with the Developer.	
11.	Clause 5 (B) (vi)	Clause for designated place for two wheeler and bicycle parking space.	This is deleted. This to be discussed with the Developer.	
12.	Clause 5 (C)	Monthly Displacement Compensation:	The MC had suggested that the vacation will happen post mid of 2026, thus, the monthly displacement compensation should not start with Rs.270/- per sq. ft. but Rs.283.50 per sq. ft.	

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			This is not agreeable to the Developer.	
13.	Hardship Allowance	The Society to revert of distribution of sinking fund and corpus lying with Society.	This to be decided post consultation with tax consultant.  All GST and other charges on the same to be borne by the Society. This to be discussed.	
14.		Money kept with society	This should be the Society holding in trust for the members and not for the developer. This is global change across the document.	
15.	Clause H	Handover of the premises	This clause needs to be discussed:  The Developer has deleted " <i>with the intent to disrupt and/or stop and/or delay the redevelopment of the Property</i> " in our view this to be reinstated.	
16.	Clause 6 (iii)	Mechanism for return of Refundable Deposit	The Society suggested to retain certain amount for defect liability period.  Not agreeable to the Developer.	
17.	Clause 7 (i)	Additional Area purchase by Existing Members.	The member purchasing the additional area should be	

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			entitled to purchaser additional car parking too. This is not agreeable to the Developer.	
18.	Clause 7 (ii)	<p>Stamp duty obligation on PAAA</p> <p>If any Existing Member/s has not paid the requisite stamp duty on their respective title document of their respective Existing Members Premises, due to which the stamp duty liability arises on the PAAA, such deficient stamp duty will be borne and paid by the concerned Existing Member/s.</p> <p>The Developer has suggested that if the concerned members fails to pay the stamp duty, then the Developer will be entitled to withhold any amounts payable to such concerned Member the Developer shall also not execute the PAAA until such Member pays the deficient stamp duty</p>	We are ok with non-execution of PAAA. The Developer should not withhold any payment.	
19.	Clause 8(ii)	In the event there is a deficit stamp duty on the chain title document of the existing members and any stamp duty liability arises on the PAAA, then the Developer will make payment of such stamp duty and the member shall be liable to return such amount with interest. If the member fails to return such amount then the Developer shall deduct and adjust such amount from the hardship allowance, shifting charges and other money payable by such member.	Payment of interest is not agreeable.	

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20.	Clause 10	Identification of Reserved Area, swapping any time as per requirement of the Developer and execution of non-disposal undertaking.	<p>Identification should happen on proposed plan. Upon plan being sanctioned, same should be earmark and the Developer to record the same while registering the project under RERA.</p> <p>Swapping should be with prior written consent of the Society and not by mere intimation and replacement should be similar area or high value of flat.</p> <p>Earmarking should be basis the reserved area agreed by the Society.</p>	
21.	Clause 11 (iii)	The Developer shall be entitled to provide such amenities to the purchasers of the Developer Flats as the Developer may deem fit and proper.	<p>These provisions should not compromise and/or reduce the amenities to be provided in Members New Premises.</p> <p>The aforementioned is deleted by the Developer.</p>	
22.	Clause 11 (iv)	In case any developer flat remains unsold for a period of 24 months after receipt of OC, the Developer shall become a member of the Society and pay all the municipal charges and taxes at actuals and	The Developer to pay municipal tax and maintenance in respect of all unsold premises as what is charged to all the	

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		maintenance of Rs.5,000/- per unit for initial 12 months and thereafter all the outgoings as per actuals.	members/occupier of the new building.	
23.	Clause 12	Bank Guarantee  The Developer shall be entitled to swap the bank guarantee of nationalised bank with any other lender/bank/financial institution.	At first instant, swopping should not be permitted. If swopping is permitted then it should be with guarantee of nationalised/scheduled bank and not of any lender/bank/financial institution.	
24.	Clause 13 (i)	Negotiation with Occupants  The Developer shall start negotiating the with the occupants on and from signing of DA.	In the last meeting it was suggested that the Developer to commence the negotiation on and from the signing and not wait for registration.  This is deviated.	
25.	Clause 13 (ii)	On receipt of approved plan the society and the developer shall identify and demarcate the Members New Premises etc.	This is deleted. This needs to be reinstated.	
26.	13 (vii)	Notice to Vacate and Scheduled Vacation Date	This needs to be discussed with the developer.	
27.	Clause 14 (ii)	Minimum floor to ceiling height	The Developer is not committing to confirm minimum height of flat.	
28.	Clause 16 (ii)	The Developer shall not stop the payment of rent for the society office under any circumstances.	This is deleted. Not agreeable.	

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29.	Clause 17	<p>Plan provided by the Developer to the Society is subject to approval and certification of existing carpet area</p> <p>Initial Approval, time line for obtaining initial approval, termination and consequences.</p>	<p>Subject to measurement is existing carpet area is fine. But the Developer should give approvable plans and it cannot be subject to approval. Otherwise under this head the Developer can modify the plan as it may deem fit and proper.</p> <p>This clause is deleted. This needs to come back</p>	
30.	Clause 17 (ii)	<p>Time period for completion of project – 36 Months + 12 months and part OC</p> <p>We had suggested that the Developer to complete the construction of Members New Premises along with 2 upper floor above floor.</p>	<p>Grace period of 12 month is captured in side letter.</p> <p>The Developer has suggested that instead of complete work of 2 above floors, then only finish RCC of above two floor. The change is language to be discussed.</p>	
31.	Clause 19 (ii)	<p>Defect liability and Deposit</p> <p>The Developer has agreed to keep Rs.2Cr as deposit for defect liability with escrow agent</p>	<p>This money should be kept with the Society and not the escrow agent.</p> <p>The quantum of amount to be agreed between the Society and the Developer.</p>	

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32.	19 (vii)	Execution of Deed of Conveyance of new buildings in favour of the society.	Timeline to be agreed between the Developer and the Society.	
33.	Clause 20 (iv)	The Developer to put signage on the property on and from registration of DA.	We had suggested on and from Vacation Date. This to be discussed with the Society.	
34.	Clause 20(xvi) and Clause 22 (xvii)	Ability of the Developer to raise finance	Only after the Developer has obtained Initial Approval or the Members have vacated the building.  This is not agreeable to the developer.	
35.	Clause 20 (xviii)	The Developer shall be entitled to put site office, show-flat and a sales gallery of the Developer's Flat, prior to the Vacation Date.	We had suggested this to start from Vacation Date and not prior to that.  This to be discussed with the Society.	
36.	Clause 20 (xxvii)	The Developer shall be entitled to undertake the Redevelopment of the Property, along with the properties belonging to the neighbouring societies on such terms and conditions as may be mutually agreed between the Society and the Developer.	This is new clause and not agreeable.	
37.	Clause 21	Date for completion of Common Area and Amenities	This to be discussed between the Society and the Developer	

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38.	Clause 27	<p>Admission of New Member: The Developer has added the below mentioned at the end of clause</p> <p><i>"It is further agreed that Purchaser/s shall not be required to pay any proportionate amount to match the existing corpus funds of the Society"</i></p> <p>Admission of purchaser as the member to be forthwith</p>	<p>This addition to be discussed</p> <p>This would not be possible as to add the purchaser as the member the Society is require to call for SGBM. We had suggested 60 days.</p>	
39.	Clause 28	Event of Default and consequences	<p>The addition by us, which includes Step in right is deleted by the Developer.</p> <p>To be discussed separately after closure of all open points.</p>	

Notes:

Developer to provide a Board Resolution approving all side letters and supplemental agreements.