

[To be executed on a stamp paper of Rs. 500/- and thereafter to be notarized]

VACATION UNDERTAKING

I, [●], having PAN [●] and Indian resident residing at Flat No. [●], Building No. [●] and being a member of the Simla House Co-operative Housing Society Limited (“**the said Society**”) (hereinafter referred to as “**the Deponent**” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include my heirs, executors, administrators and assigns) do hereby solemnly state and declare as under:

1. I refer to the Development Agreement dated [●] (“**Development Agreement**”) executed between the said Society, for itself and for and on behalf of its Existing Members and Keystone Realtors Limited (“**Developer**”) and registered with the office of Sub-registrar of Assurance under Serial No. [●], whereby the Society with the consent and confirmation of its Existing Members have granted the development rights in favour of the Developer in respect of the Property, details of which are more particularly as set-out in **FIRST SCHEDULE** hereto, in the manner and on the terms and conditions recorded thereunder.
2. Capitalized terms used herein but not defined shall have the same meaning ascribed to such terms under the said Development Agreement.
3. I, the Deponent, am an Existing Member of the Society and I am holding 10 (Ten) fully paid-up shares of the Society of the face value of Rs. 50/- (fifty) each bearing distinctive nos. [●] to [●] (both inclusive) comprised in Share Certificate bearing No. [●] dated [●] issued by the Society.
4. As an Existing Member of the Society, I am entitled to what is popularly known as “ownership basis” to the Flat No. [●] in Building No. [●], forming part of the Existing Buildings (as defined in the Development Agreement), admeasuring [●]

square feet (equivalent to [●] square meters) of carpet area (“**the Existing Premises**”).

5. I am executing this undertaking in terms of Clause ‘[●]’ of the Development Agreement and I hereby undertake to hand over quiet, vacant and peaceful possession of the Existing Premises to the Society upon issuance of the Notice to Vacate (as defined in the Development Agreement), in order to enable you to demolish the Existing Buildings and commence the construction of the Members New Premises.
6. I further undertake to execute and register the Permanent Alternate Accommodation Agreement in terms of the Development Agreement.
7. I am aware that failure to vacate and hand over the Existing Premises as per the prescribed timelines as set-out in the Development Agreement and as maybe set-out in the Notice to Vacate, will attract consequences/penalty as per terms agreed in the Development Agreement. Therefore, I undertake to comply with this undertaking along with the terms of the Development Agreement and shall not cause any hindrance or obstruction of any nature whatsoever in the Redevelopment of the Project.
8. This undertaking given by me is unconditional and binding upon me and is subject to receipt of payment of Monthly Displacement Compensation, Hardship Allowance, Brokerage, Relocation Charges and such other payments (if any) due and payable under the terms of the Development Agreement.

Thanking you

[●] (details of the members)

FIRST SCHEDULE

(Description of the Property)

All that piece and parcel of land being a part of the larger land bearing Cadastral Survey Nos. 442, 443 and 444 of Malabar and Cumballa Hill Division, and identified as Plot 'B', admeasuring 11,850 square yards equivalent to 9,908.14 square meters or thereabouts (as per Indenture dated May 2, 1972) and admeasuring 9,371.70 square meters or thereabouts and bearing Cadastral Survey No. 444 (part) (as per physical site verification) together with 5 (five) buildings, each consist of ground plus 6 (six) upper floors accommodating 248 (two hundred and forty-eight) residential flats, 85 (eighty-five) Garages and 2 (two) shops standing thereon, situate, lying and being at 51/B Laxmibai Jag Mohandas Marg, Mumbai - 400026 in the registration district and sub district of Mumbai City.