

GRH NO. MN012556985202/22M - 2/02/22
 Deful No. 0006088806202/22 sub. 2/2/22

Certificate s/a. 32 (1) of the Bombay Stamp Act, 1958

Office of the Collector of stamps, Kurla
 ADJ No. 1100901/65/221F/99/22
 Date 03/02/2022



Received from shri M/S. Raghav Realty Developers

Residing at _____
 Stamp duty of Rs. (81,98,000/-) Eighty one lakh
 Ninety Eight thousand only

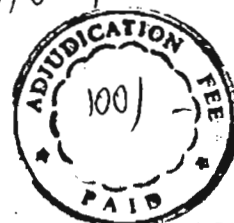
Vide challan No. _____ Dated 02/02/2022

Certified under Section 32 (f) (b) of the Bombay Stamp Act, 1958 that the full duty Of Rs. (81,97,915/-) Eighty one lakh Ninety seven thousand Nine Hundred fifteen only With which this instrument is chargeable Has been paid w/article No. 5(9-9), 54

Of Schedules
 This Certificate is subject to the provisions Of section 53A of Bombay Stamp Act, 1958
 Place Kurla
 Date 03/02/2022

m.v = 16,26,30,000/-
 security flat Rs. 1,32,83,000/-
 Area - 867.53 sq. mtrs

Collector of Stamps Kurla



RE-DEVELOPMENT AGREEMENT

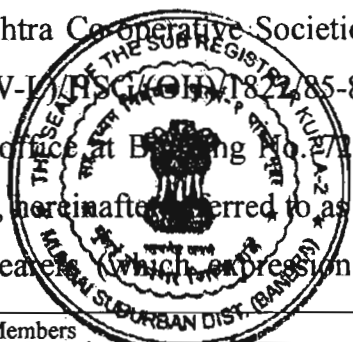


THIS AGREEMENT FOR DEVELOPMENT ('Agreement') is made and executed at Mumbai on this 4th day of Feb. 2022 (hereinafter referred to as the "Agreement").

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NEHRU NAGAR OM CO-OP. HOUSING SOCIETY LTD. a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act 1960 bearing Registration No. BOM/(W-L)/HSC(OH)/1822/85-86 dated 06 May 1986 and having its Society office at Building No. 272, Nehru Nagar, Kurla (E), Mumbai - 400 024, hereinafter referred to as the "Society" through the hands of its office bearers (which expression shall unless it be repugnant to the

हे प्रमाणपत्र 'मुंबई मुद्रांक अधिनियम १९५८' अन्वये. अंतर्गतच्या नियमावलीनुसार निम्नलिखित क्षेत्रात आहे. यानुसार वसूल होणारे मुद्रांक नोंदणी अधिका-यांसमोर द्याव्यात. नोंदणी अधिनियम १९०८ च्या अधिनियमातील तरतुदी नुसार नोंदणी अधिका-री वसूल करायची कार्यवाही करावी.



Initials of Members

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Initials of Developer: [Signature]



context or meaning thereof be deemed to mean and include its, present and future members, its representatives and its successor-in-assign or successors-in-office and permitted assigns) of the **FIRST PART**;

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 2022

AND

M/s. RAGHAV REALTY DEVELOPERS, a partnership formed under the provisions of Indian Partnership Act, 1932, holding PAN no. ABEFR2586H and having its registered office at A-710, Crystal Plaza, Opp. Infinity Mall, New Link Road, Andheri West, Mumbai – 400053, through its authorized representative - Mr. Sudhanshu Ramavtar Agarwal, hereinafter referred to as the “Developer” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present and future Partners,



Designated Partners, their successor and permitted assigns) of the **SECOND PART**;

AND

Members of the Society as follows:-

1.	GOVIND ARJUN SOLANKI	2421
2.	SHIVAJI EKNATH SUTAR	2422
3.	SURESH BABU KANNA	2423
4.	DURGESH MOHAN RATHOD / MOHAN THIRIBHUVAN RATHOD	2424

Initials of Members

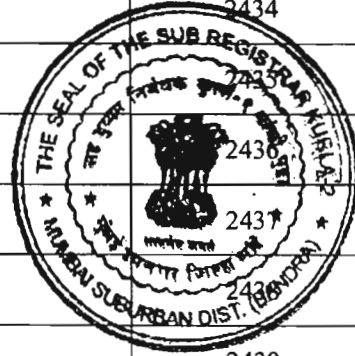
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Initials of Developer: S



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5.	RAMESH RAKHMAJI SONAWANE	2425
6.	SHREEPRASAD SHALIGRAM DUSANE	2426
7.	SAMIR CHANDRAKANT RANE	2427
8.	RAZIYABI AYYUB SHAIKH	2428
9.	DEEPAK MADHUKAR KHAIRNAR / PRAMILA DEEPAK KHAIRNAR	2429
10.	VIBHAVARI NARAHARI BORKAR	2430
11.	VIRENDRA MOTIRAM GAIDHANE	2431
12.	NISAR AHMAD MOHD SIDDIQUI ANSARI	2432
13.	GURUNATH DHUNDBHAT JOSHI	2433
14.	ARCHANA ASHOK VENGURLEKAR	2434
15.	AJAY PANDURANG DESAI	2435
16.	JAWANARAM JORAJI ROTONGAN	2436
17.	JAYSHREE LAXMAN PITALE	2437
18.	ASHWINI VITTHAL UDAVANT	2438
19.	SWAPNIL VISHNU KHARADE	2439
20.	KIRAN VASU HEJMADI / NIKITA KIRAN HEJMADI	2440
21.	SMEETA CHETAN DIGHE	2441
22.	CHETAN PADMAKAR DIGHE	2442
23.	NITIN SOPAN PARKHE	2443
24.	JYOTI SHRIRANG GORE	2444
25.	RAMESH RAMDULARE GUPTA	2445



Initials of Members

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17. ✓	18. ✓	19. ✓	20. ✓	21. ✓	22. ✓	23. S.V.K.	24. V.N.B.
25. ✓	26. ✓	27. ✓	28. ✓	29. ✓	30. ✓	31. ✓	32. ✓
33. ✓	34. ✓	35. ✓	36. ✓	37. ✓	38. ✓	39. ✓	40. ✓

Initials of Developer: *[Signature]*



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	SUSHILA SHANTARAM BELGAONKAR	2446
	NEENA ARVIND CHOUDHARY	2447
28.	SADANAND NAMDEV MITHBAWKAR	2448
29.	SANJAY PANDURANG DESAI	2449
30.	RAJAN BHAGWAN MASURKAR	2450
31.	KANAKMAL GANESHLAL JAIN	2451
32.	RAJU ASHOK BANAWALKAR	2452
33.	MUKESH JIVRAJ VORA	2453
34.	VIJAY PANDURANG DESAI	2454
	MANOJ MANGALDAS MASURKAR	2455
	MORESHWAR ARJUN SAWANT	2456
37.	SHWETA MANOJ DHURI / MANOJ MADHUKAR DHURI	2457
	YADI GOVIND SOLANKI	2458
	FEHMINAA RIZWAAN KADRI	2459
40.	SALIM NOORMOHAMED SHAH	2460



hereinafter be referred to as the “**Confirming Members**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, successors, executors, and permitted assigns) of the **THIRD PART**.

WHEREAS:

A. The Maharashtra Housing and Area Development Authority (hereinafter called “**MHADA**”) is the owner of a larger property

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situated at Nehru Nagar, Kurla (E), Mumbai ~~२४००२४~~, bearing Survey no. 229 and 267 (pt.), C.T.S. No. 12 (pt.) of village Kurla-East, District Mumbai Suburban, within Greater Mumbai (hereinafter referred to as the said "Larger Property").

B. The MHADA prepared a layout of the said Larger Property and constructed thereon several Multi-storied buildings in or about the year 1972 and allotted various tenements therein to individual/s allottees of the lower income group on ownership basis under various letters of allotment and placed the various allottees in possession of their respective tenements. The flats were allotted to members as they had paid total consideration of the flat at the time of possession of their respective flat.



C. The allottees of tenements in Building No. 72 consisting of ground plus four upper floors housing 40 residential tenements (hereinafter called the "Old Building") came together and formed a Co-Operative Society namely Nehru Nagar Om Co-operative Housing Society Ltd. (the "Society") which is duly registered under provisions of Maharashtra Co-Operative Society Act, 1960 bearing Registration No. BOM/(W-L)/HSG/(OH)/ 1822/85-86 dated 06 May, 1986. The allottees were thereupon admitted as members of the Society & issued 05 fully paid equity shares each of the Society.

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Initials of Developer: ✓



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The Society is the lessee of the land and as such well and sufficiently entitled to the plot admeasuring about 804.76 sq. meters, situated at Survey No. 229 and 267 (pt.) bearing CTS No.

12 (pt.), located Nehru Nagar, Kurla (East), Mumbai – 400 024 (hereinafter referred to as the said “Plot of Land”) and the owner of the said Old Building situated and lying at Survey No. 229 and 267 (pt.) bearing having CTS No. 12 (pt.), Nehru Nagar, Kurla (East), Mumbai– 400 024, which Plot of Land and Old Building



are more particularly described in the **Schedule** hereunder written and delineated in red colour boundary line, on the plan annexed hereto (hereinafter collectively referred to as the said “Property”) and marked as **Annexure A**.

The members of the Society are in occupation of the flats in the said Old Building. The list of 40 tenements/members who are holding various flats in the said Old Building is set out in **Annexure B** annexed hereto. The carpet area of each flat is about 243.59 sq. ft. of all the members. The said members are hereinafter collectively referred to as “**Existing Members**”.

F. Under an indenture of lease dated 20 August 2015 (registered under sr. KRL1-8813-2015) “**Indenture of Lease**” entered into at Mumbai by and between MHADA referred to as the Lessor therein and the Society herein referred to as the Lessee therein, the said MHADA in its capacity as the owner of the Plot of Land demised in favour of the Society the said Plot of Land on lease for a period

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of 60 years with effect from 01 January 1968 as per the terms and conditions set out therein. A copy of the Registered Indenture of Lease executed by the Society and the said MHADA is annexed to this Indenture at Annexure C.

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G. By and under an indenture of sale dated 20 August 2015 (registered under sr. no. KRL1-8813-2015 "Indenture of Sale" entered into at Mumbai by and between MHADA referred to as the owner therein and the Society herein referred to as the Purchaser therein, the said MHADA sold, transferred and conveyed the said Old Building i.e. Building No. 72 to the said Society as per the terms and conditions set out therein. A copy of the Registered Indenture of Sale executed by the Society and the said MHADA is annexed to this Indenture at Annexure D.



H. The said Old Building was constructed in or about the year 1972 and at present is in a dilapidated condition and requires heavy repairs and is also eligible for additional FSI and/or TDR as per the norms and policies of the Government, Municipal Corporation of Greater Mumbai (M.C.G.M) and MHADA and such other concerned statutory and Municipal Authority.

I. As it is not considered viable to repair the said Old Building and the said Society has decided to utilize the development potential of the said Plot of Land to redevelop the entire Plot of Land inter alia by demolishing the Old Building and constructing a new building/s

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on the said Plot of Land. However, Society being unable to raise funds required for such redevelopment and also lacking the expertise and skill in carrying out the work of redevelopment, the Society decided to appoint SVS Gharkul Infraheights Pvt. Ltd by Development Agreement dated 28th March, 2016 bearing registration No.KRL4-4276-2016 ("Old Developer"). The Society had also executed a Power of Attorney in favor of the said Old Developer dated 5th May 2016 duly registered with the Sub-Registrar of Assurances dated 5th May 2016 under Serial KRL4-4277-2016. The said Old Developer did not proceed with the development work and as such, the Society issued a termination letter dated 4th March, 2021 and also issued a public notice in the free Press Journal Mumbai on 15th March, 2021 and Navshakti (Marathi) on 15th March, 2021, terminating the said Old Developer as the Developers from the development of the said Property of the Society. The copy of Public Notice and the termination letter are annexed hereto as **Annexure E (colly)**.



J. Pursuant to the above, the Society invited offers from interested parties for redevelopment of the said Property of the said Society by public notice dated 19th March 2020 and received several offers including the Developer herein, all of which were duly considered in the Managing Committee Meetings and also in the General Body meetings of the said Society.

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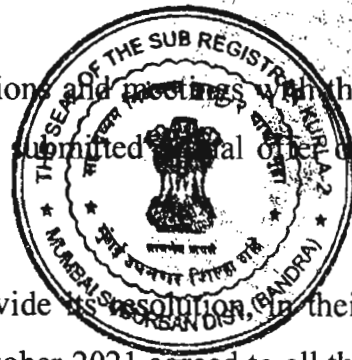
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K. Under Development Control & Promotion Regulations 2034 ("DCPR"), further FSI is available to be utilized on the said Plot of Land in the form of balance zonal FSI, potential balance layout FSI, FSI in the form of Transfer of Development Rights (TDR) either of roads, Garden and /or plots under Reservations and /or of Slum, and fungible FSI. Accordingly, the Society and the Existing Members have in the Special General Body Meeting of the Society held on 31st October 2021 unanimously agreed to call for offers from prospective developers with a view to get the best offer under DCPR 33(5) as amended up to date and further from time to time.

L. Thereafter, pursuant to various negotiations and meetings with the Developer herein, the Developer herein submitted a final offer on 18th October, 2021.



M. The Existing Members of the Society vide its resolution in their Special General Meeting held on 31 October 2021 agreed to all the terms and conditions as set out in the said final offer letter dated 18th October 2021 read with 24 October 2021 and unanimously decided to appoint the Developer herein as the developer to redevelop the said Property of the Society. A copy of the Society's resolution dated 31 October 2021 is hereby marked and annexed at **Annexure F**. The Developer accepted its appointment as the developer, vide its confirmation letter dated 6th November 2021.



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N. The Society has duly complied with the requisite procedure prescribed for appointment of the developer as is laid down under section 79A of Maharashtra Co-operative Societies Act, 1960 read with directives of Government of Maharashtra vide its General Resolution published in the Gazette on 3rd January 2009 regarding Redevelopment of Buildings of Co-operative Housing Societies and revised guidelines dated 4th July, 2019. A copy of NOC dated 28/12/2021 issued by Dy. Registrar, MHADA for the appointment of the Developer by the Society is annexed at Annexure G.



O. Pursuant to the proposal and the scheme proposed by the Developer herein, the Developer intends to develop the said Property under the applicable provisions of the Regulations of the DCPR including Regulation No. 33(5) thereof as the Developer deem fit and proper.



P. The Society has agreed to enter into an agreement for development for the said Property by way of this Agreement and has also to execute a Power of Attorney of even date in favour of the Developer herein to enable the Developer herein *inter-alia* to take all necessary steps with respect to the development of the said Property.

Q. Pursuant to the above, the Developer has caused MHADA to issue a offer letter bearing no. CO/MP/REE/NOC/F1362/3205/ 2021 dated 29th December, 2021 (“Offer Letter”). On the basis of the

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Initials of Developer: [Handwritten Signature]



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said Offer Letter, the Developer has on behalf of the Society has paid a sum of Rs. 1,00,000/- towards water charges and a further sum of Rs. 4,11,43,956.88 towards FSI premium, scrutiny fee, debris removal fee and lay out approval fee under the cover of receipt no. 808539 and 808538 respectively both dated 31st December 2021. Copies of the said Offer Letter and the said receipts are annexed hereto and collectively marked as **Annexure H & I** respectively.

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

- RECITALS TO FORM PART OF THE AGREEMENT.**
The Recitals, Schedules, and Annexures of this Agreement shall form an integral part hereof.
- DECLARATION REPRESENTATIONS & WARRANTIES OF THE SOCIETY:**



- The statements contained in the Recitals hereto are true and correct.
- The Existing Members enlisted in Annexure B hereto are bonafide members of the Society either being the original allottees of the tenements by MHADA and/or as bonafide

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transferees and that the transfers in their favour have been approved by MHADA as per the applicable rules and regulations. It is clarified that the said transfers shall be got ratified and regularized by the concerned occupant from MHADA within a period of 1 (one) month from the date of execution of these presents.

- c. None of the Existing Members has received any notice of show cause or eviction notice from MHADA, except Notice dated 03 May 2012 received from MCGM in the name of Society for vacating the building due to its dilapidated condition.



Existing Members and area of respective tenements enlisted in Annexure 'B' hereto is true and correct as per the records of the Society.



- e. That the Society or the Existing Members have not sold or agreed to sell the unutilized FSI if any, of the said Property and/or benefit of using and consuming TDR on the said Property, at any time, to any one and shall not sell or agree to sell the unutilized FSI and/or the benefit of using and consuming TDR and Fungible FSI as per the prevailing rules and regulations on the said Property or any part thereof during the subsistence of this Agreement.

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9. [Signature]	10. [Signature]	11. [Signature]	12. [Signature]	13. [Signature]	14. [Signature]	15. [Signature]	16. [Signature]
17. [Signature]	18. [Signature]	19. R.K. Bhalerao	20. [Signature]	21. [Signature]	22. [Signature]	23. S.V.K.	24. V.N.B.
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Initials of Developer: [Signature]



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f. Society and the Exiting Members have paid to M.C.G.M. and all other authorities concerned all the dues, taxes, charges and other outgoings including municipal taxes payable in respect of the said Property. The Society hereby declares that the said Property is free from any reservation, encumbrance or requisition or acquisition of any nature whatsoever.

g. That save and except what has been recited above the Society has not granted or agreed to grant to any person any right to carry out any development/additional construction work on the said Property or any part thereof.

h. That there is no outstanding, encumbrance, mortgage charge, lien, notice of requisition, acquisition, setback or outstanding interest or claim by any person/s or charge in respect of the said Property or the respective flats of the Existing Members and shall not do to so in future, till this Agreement is in existence and/or in force and also the said Property is not the subject matter of any pending suit, litigation or attachment either before or after Judgment save and except Suit (L) No.14250 of 2021 filed before the Hon'ble Bombay High Court by the said SVS Gharkul Infraheights Pvt. Ltd. against the Society for specific performance of the terminated Development Agreement dated 28th March, 2016 ("Pending Litigation"). There is no adverse order of the Hon'ble Bombay High Court restraining the Society to execute the



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25. SSB	26. [Signature]	27. K	28. [Signature]	29. [Signature]	30. [Signature]	31. [Signature]	32. [Signature]
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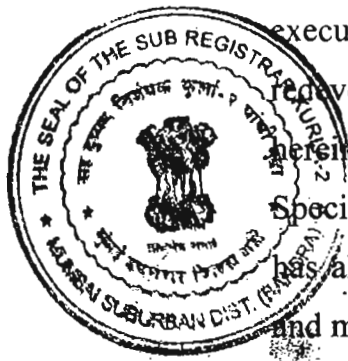


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करल-२		
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present Development Agreement and/or redevelopment of the said Property by the Developer herein. The Existing Members of the Society shall also make out clear and marketable title of their respective flats free from all encumbrances.

i. The General Body of the Society has by a resolution authorized the Managing Committee of the Society to proceed with the project of redevelopment of the said Property and execute necessary agreements, deeds and documents for redevelopment of the said Property in favour of the Developer herein. The Society further declares that the Society in its Special General Body in its meeting dated 23 January 2021 has also confirmed draft of this Agreement. Annexed hereto and marked as **Annexure J** is a copy of the said resolution.



j. The Society and all of its Existing Members jointly and severally further declare that they shall allow uninterrupted and unobstructed development of the said Property by the Developer herein and the Society hereby undertakes to procure consent and co-operation from the Existing Members as may be required for the project of re-development of the said Property by the Developer.

k. The Society hereby agrees and covenants that after execution of this Agreement, the Existing Members shall not sell or transfer or mortgage, or let out or give on leave and license or

Initials of Members

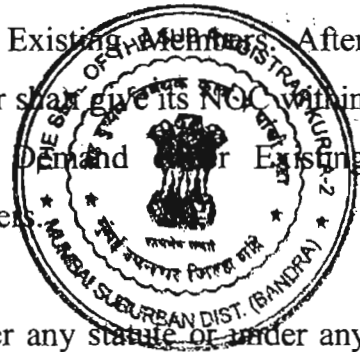
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9. R	10. MR	11. S. S. S.	12. S. S. S.	13. S. S. S.	14. S. S. S.	15. R	16. S. S. S.
17. S. S. S.	18. S. S. S.	19. R. H. S. S. S.	20. S. S. S.	21. S. S. S.	22. S. S. S.	23. S. V. R.	24. V. N. B.
25. S. S. S.	26. S. S. S.	27. S. S. S.	28. S. S. S.	29. S. S. S.	30. S. S. S.	31. S. S. S.	32. S. S. S.
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Initials of Developer: S. S. S.



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assign the flats to anyone without taking an undertaking from their prospective purchasers/licensees that he/she will be bound by this Agreement and Society shall not transfer the flats and share certificate in favor of any such prospective purchasers without obtaining an N.O.C. from the Developer herein and also an undertaking from such prospective purchasers/licensees that the terms of this Agreement shall be binding upon them. Only after the prospective purchasers/licensees give consent to the process of redevelopment, the Society shall issue NOC for sale or transfer or mortgage or let out on leave and license of the individual flats of the respective Existing Members. After intimation in writing, the Developer shall give its NOC within 15 days without any monetary Demand for Existing Members and/or prospective members.



- There is no prohibitory order under any statute or under any act or otherwise and/or restricting the rights of the Society and the Existing Members to enter into this Agreement and/or redevelopment of the said Property by the Developer herein.

3. DEFINITIONS

3.1. For the purpose of this Agreement, the following expressions shall have the meaning as given below:

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9. ✓	10. ✓	11. ✓	12. ✓	13. ✓	14. ✓	15. ✓	16. ✓
17. ✓	18. ✓	19. ✓	20. ✓	21. ✓	22. ✓	23. ✓	24. ✓
25. ✓	26. ✓	27. ✓	28. ✓	29. ✓	30. ✓	31. ✓	32. ✓
33. ✓	34. ✓	35. ✓	36. ✓	37. ✓	38. ✓	39. ✓	40. ✓

Initials of Developer: ✓



करल-२a. 'Development Potential' means:- the entire development potential in respect of the said Property including right to utilize FSI, TDR, MHADA FSI, premium FSI and/or fungible FSI or such other compensatory or incentive FSI as may be sanctioned and/or granted on the said Property by MHADA and the concerned sanctioning local and statutory Municipal Authorities under the present rules and regulation including under Regulation 33(5) of the DCR.

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'Developer's Sale Area' means:- Additional flats excluding 40 new flats to be allotted to the Existing Members & additional parking spaces after allotting parking spaces to the Society.

'Existing Members' means:- the members occupying the Old Building standing on the said Property and mentioned in Annexure 'B' hereto and include their respective heirs, executors, administrators and/or permitted assigns.



- d. 'Existing Members Area':- meaning as ascribed in Clause 7.1.a of this Agreement.
- e. 'FSI' means:- 'Floor Space Index' and includes FSI that can be availed of by payment of premium and which is free of FSI i.e. area of balcony, common passage etc. and shall also include the fungible FSI if applicable and/or available on the said Property as per the present rules and regulations and shall

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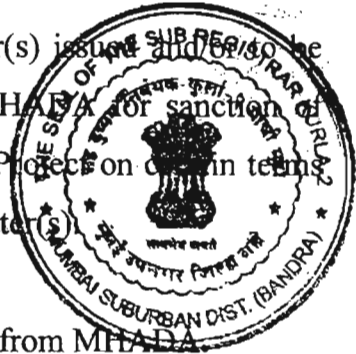
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also include the incentive FSI or compensatory FSI available under any schemes permissible under the building regulations and rules framed by MHADA from time to time and at any time hereafter.

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- f. 'I.O.A' means:- Intimation of Approval from MHADA.
- g. 'M.C.G.M.' means:- Municipal Corporation of Greater Mumbai and all its departments.
- h. 'MHADA' means:- Maharashtra Housing and Area Development Authority and its various departments.
- i. 'MHADA Offer Letter' means:- letter(s) issued and/or to be issued by competent authority i.e. MHADA for sanction of Project and offer for grant of FSI for Project on certain terms and conditions as enumerated in the letter(s).
- j. 'O.C.' means:- Occupation Certificate from MHADA.
- k. 'Premium/incentive FSI' means:- the additional built up area available against payment of prescribed premium to the concerned statutory authorities and also includes FSI that may be available as an incentive as per Municipal rules and regulations.



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'Project' means:- the project of redevelopment of the said Property by constructing thereon new residential building/s ('New Building') having basement, podium, stilt plus 19 upper floors by utilizing entire present and future Development Potential of the said Property & thereafter sell the Developer's Sale Area constructed thereon to third parties excluding 40 new flats to be allotted to the Existing Members.



'Property' means:- the property described in the Schedule hereunder written.

'State' means:- State of Maharashtra and its various departments.

'TDR' means:- Transferable Development Rights and/or additional built up area or FSI as may be allowed to be used by of MHADA/M.C.G.M. by charging a premium or fees or otherwise as per their rules and policy. (Both these expressions, that is TDR and FSI will have the same meaning assigned to them under as per Municipal Laws Rules and regulations for the time being in force).



3.2. It is clarified that in this Agreement, unless the context otherwise requires:

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1. YPD	2. W	3. APO	4. H	5. L	6. M	7. P	8. S
9. R	10. NP	11. S	12. S	13. S	14. S	15. R	16. S
17. S	18. S	19. S	20. S	21. S	22. S	23. S.V.R	24. V.N.B
25. S.S.B	26. S	27. S	28. S	29. S	30. S	31. S	32. S
33. S	34. S	35. S	36. S	37. S	38. S	39. S	40. S

Initials of Developer: SAD



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- a. Headings and under linings are for convenience only and do not form part of this Agreement ~~2000~~ affect the interpretation or meaning of this Agreement;
- b. Words importing the singular include the plural and vice versa;
- c. Words importing a gender include any gender;
- d. An expression importing a natural person, company, partnership, association, corporation or other body corporate;
- e. A reference to anything includes a part of that thing;
- f. A reference to statutes or ordinance shall include any statutes or ordinances amending consolidating or replacing the same;
- g. A reference to a party to a document includes that party's successors and permitted assigns;
- h. Where the day on or by which any thing is to be done is not a business day, that thing must be done on or by the subsequent business day; and



1. VPD	2. H	3. APD	4. H	5. H	6.	7. DAB	8. H
9. H	10. H	11. H	12. H	13. H	14. H	15. H	16. H
17. H	18. H	19. H	20. H	21. H	22. H	23. S.N.I.K	24. V.N.B
25. SSB	26. H	27. H	28. H	29. H	30.	31.	32.
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Preambles, exhibits, schedules, addenda and annexures attached to this Agreement are by reference made a part of this Agreement.

4. TITLE OF THE PROPERTY:

4.1. Save and except what is stated herein above, the Society confirms and declares that the Society has a clear and marketable title to the said Property, free from all encumbrances and shall at their own cost get cleared all outstanding estates and clear all defects in title such as claims by way of sale, exchange, mortgage, gift, trust, inheritance, possession, lien or lease or otherwise and deduce a clear and marketable title to the said Property (if any) found after the execution of these presents. The Society shall for the purpose aforesaid hand over to the Developer and/or its advocates copies of all the original documents of title and the documents set out in the recitals of this Agreement and shall give them inspection of the originals to enable them to investigate the original Society's title to the said Property.



4.2. The Existing Members and each one of them shall at their own respective cost get cleared all defects in title, if any, such as claims by way of sale, exchange, mortgage, gift, trust, inheritance, possession, lien or lease or otherwise and deduce a clear and marketable title of their respective flats after the execution of these

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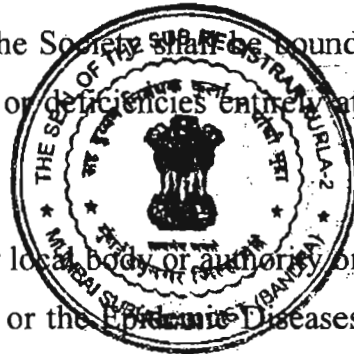


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presents. It is clarified that in the event that any mortgage or any other third party right/claim subsist, the same shall continue qua the new flat of the Existing Member concerned.

4.3. The Developer shall also be entitled to investigate the title of the Society under the development agreement by taking searches, raising requisitions and by publishing newspapers advertisements inviting claims if any. If any encumbrances or defects or deficiencies or claims are found in the course of result of such searches and investigation of title then the Society shall be bound to remove or settle such claims, defects or deficiencies entirely at their costs and expenses.



4.4. No notice from Government or any other local body or authority or under the Maharashtra Municipality Act or the Epidemic Diseases Act or Land Acquisition Act or Bombay Land Requisition Act or Town Planning Act, the Defense of India Act or under any other legislative enactment, Government Ordinance Order or Notification (including any notice for acquisition or requisition of the said Property) has been received or served upon the Society or on any person interested in the said Property or any part thereof.

4.5. The Society has not created any easement or license over or in respect of the said Property.

4.6. The Developer hereby declare that:-

Initials of Members							
1. VPD	2. <i>On</i>	3. APD	4. <i>H</i>	5. <i>Love</i>	6. <i>MSB</i>	7. <i>CPB</i>	8. <i>JOB</i>
9. <i>R</i>	10. <i>JP</i>	11. <i>AA</i>	12. <i>no</i>	13. <i>st. d.</i>	14. <i>no</i>	15. <i>or</i>	16. <i>FO</i>
17. <i>OL</i>	18. <i>R</i>	19. <i>A. B. B.</i>	20. <i>S. D.</i>	21. <i>K</i>	22. <i>no</i>	23. <i>S. V. K.</i>	24. <i>V. J. B.</i>
25. <i>S. S. B.</i>	26. <i>K. G.</i>	27.	28.	29.	30.	31.	32.
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Initials of Developer: *SAG*



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a) The Developer has verified the Society Registration Certificate. The Developer has visited the site of the said Property for re-development and is aware of the present physical condition of the site.

b) The Developer shall for and on behalf of the Society and in the name of the Society be entitled to submit to the concerned Municipal Corporation (Building Department) and all other concerned authorities Plan for getting the said Property re-developed and get the same sanctioned. The Developer shall also at all times be entitled to reasonably alter and or modify the building Plans as they may desire and as permitted in accordance with the applicable provisions but without in any manner affecting the area of the Existing Members to be allotted them.



c) The Society has approved the tentative floor plan and unit plan provided by the Developer. In case of any reduction in area of existing member's flat, Developer shall obtain the approval of the Society for the same and the Society shall give its approval within 7 days of providing the plans to the Society subject to further extension for a period of time not exceeding 5 days in the event that the said approval is not received within the aforesaid time frame, the Developer shall be entitled to proceed with the plans submitted to the Society as if the same carry an approval of the Society. A tentative unit and floor plan which are approved by the Society are attached herewith and marked as **Annexure-K (colly)**.



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d) The Developer shall before the commencement of the construction work submit to the Society for its record a true copy of the said approved Plans, IOA (Intimation of Approval, Commencement Certificate (CC), amendments/modifications and all other permissions, approvals, orders, correspondence, etc., in respect of the said New Building. In case the Developer is required to alter the Plans by the authorities, prior approval/ intimation to the Society is mandatory. In case of alteration in area of the Existing Members, the Society's consent/approval shall be taken for the amendments/alteration/modification of the earlier Plans and a set of the true copies of the approved amended/modified/ altered plans shall be submitted by the Developer to the Society from time to time.



e) It is hereby declared and agreed that the subject matter of this Agreement is confined to the re-development of the said Property as is herein contemplated, that such redevelopment is to be carried out by demolition of the said Old Building and construction of New Building as may be permitted by MCGM or any other competent government authority on the said Plot of Land by full exploitation of the Development Potential.

5. GRANT OF REDEVELOPMENT RIGHTS:

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Initials of Developer: [Signature]



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करके - The Society doth hereby grant, entrust and assign unto and in
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favour of the Developer herein the exclusive and irrevocable development rights free from all encumbrances of any nature whatsoever in respect of the said Property being and comprising of right to exploit the entire Development Potential thereof.

5.2. It is hereby agreed that the presently permissible FSI in respect of the said Plot of Land is 3.00. Besides, Developer shall be entitled to entire remaining Development Potential including layout FSI, Fungible FSI or any other FSI that the Developer will be able to utilize and which is permissible under Regulation 33(5) of the Development Control & Promotion Regulation, 2034. It is clarified that any further FSI inuring to the said Property, during the redevelopment period of 18 months plus 6 months grace period i.e. from the date of commencement certificate to the procurement of occupation/completion certificate, beyond the presently permissible FSI by virtue of any regulatory change shall belong to the Society and the Developer equally and the costs related to same shall also be paid and borne equally. It is also clarified that any increase in FSI after the receipt of occupation/completion certificate shall solely belong to the Society and the Developer will not be entitle to the same.



5.3. The Developer, in order to make the proposal viable, shall be entitled to purchase and utilize TDR also other premium FSI as may be permissible. The Developer shall purchase and acquire the

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said TDR and premium FSI in the name of the Society entirely at the Developer's costs, efforts and expenses.

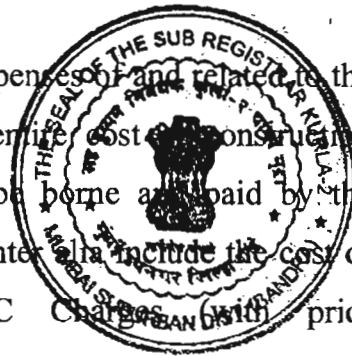
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5.4. The Developer shall be entitled to display its name board/s on the said Property immediately after the execution of these presents.

5.5. The Developer shall be entitled to create third party rights in relation to the sale/mortgage/ lien etc. on the Developer's Sale Area. The Society shall not restrain the Developer from entering into such arrangement.

5.6. It is hereby agreed that all costs and expenses of and related to the redevelopment Project including the entire cost of construction which may be incurred herein shall be borne and paid by the Developer alone. The said costs shall include the cost of construction, architects' fees, PMC Charges (with prior confirmation with the Developer), Legal Advisor Charges (with prior confirmation with the Developer), municipal charges and Taxes for redevelopment period, cost of purchase of FSI/ TDR or otherwise whatsoever or taxes payable to the concerned municipal and statutory authorities or otherwise whatsoever from the date of vacating the entire Plot of Land till obtaining Occupation Certificate of the New Building.



5.7. The Developer shall be entitled to develop the said Property as per the approved plans as may be approved/revised by the concerned

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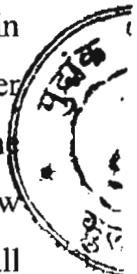


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planning authority and under any scheme prescribed under the Development Control & Promotion Regulation for Greater Mumbai, 2034 including in accordance with the D.C. Regulation 33(5) as amended up to date or under any other housing scheme formulated under any statute by consuming/ exploiting the maximum FSI of any nature whatsoever which shall be available in respect of the said Property as per the provisions of law, as per the present norms and rules, provided that the area of flat agreed to be given to the Existing Members shall not be reduced.



The Developer shall, at its own costs and responsibility, obtain all necessary NOCs, permissions, sanctions and extensions etc. and shall also be entitled to apply for modifications or variations in such sanctions/permissions from the M.C.G.M., and/or any other concerned statutory and municipal authority or authorities for the development of the said Property and construction of New Building/s. The Society shall provide consent and extend all necessary cooperation for obtaining the NOCs.



5.9. For development of the said Property, the Developer shall be entitled to make optimum utilization of the entire Development Potential of the said Property as per the present & future applicable law and for the purpose to avail all the benefits accorded under various statutes for the time being in force & in future.

Initials of Members							
1. YPD	2. [Signature]	3. APD	4. [Signature]	5. [Signature]	6. [Signature]	7. [Signature]	8. [Signature]
9. [Signature]	10. YLP	11. [Signature]	12. [Signature]	13. [Signature]	14. [Signature]	15. [Signature]	16. [Signature]
17. [Signature]	18. [Signature]	19. [Signature]	20. [Signature]	21. [Signature]	22. [Signature]	23. S.V.K	24. V.N.B
25. [Signature]	26. [Signature]	27. [Signature]	28. [Signature]	29. [Signature]	30. [Signature]	31. [Signature]	32. [Signature]
33. [Signature]	34. [Signature]	35. [Signature]	36. [Signature]	37. [Signature]	38. [Signature]	39. [Signature]	40. [Signature]

Initials of Developer: [Signature]

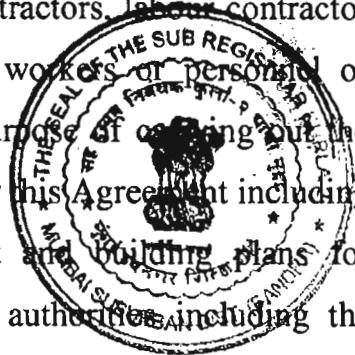


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5.10. The ownership of the New Building/s/structure shall vest in the Society alone. The prospective flat purchasers when admitted as member of the Society, will have right to use and occupy their respective flat as member of the Society and to hold the same under the provisions of the Maharashtra Co-operative Societies Act, 1960 (MAH.XXIV of 1961).

6. APPOINTMENT OF ARCHITECTS & CIVIL ENGINEERS & OTHER CONSULTANTS

The Developer shall at its cost be entitled to appoint architects and/or Civil Engineers and/or other contractors, labour contractor or sub-contractor or experts or other workers or professionals of their choice for the purpose of carrying out the Project of development contemplated by this Agreement including for preparing and submitting, lay-out and building plans for sanction of municipal and concerned authorities including the MHADA.



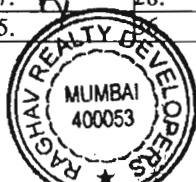
7. CONSIDERATION FOR GRANTING DEVELOPMENT RIGHTS:

7.1. PERMANENT ALTERNATIVE PREMISES:

a. As per the agreed terms, the Developer shall provide to Existing Members a new flats/ premises in the proposed New

Initials of Members							
1. VPD	2. L	3. APD	4. H	5. L	6. M	7. L	8. M
9. R	10. NP	11. S	12. S	13. S	14. S	15. R	16. S
17. S	18. S	19. S	20. S	21. S	22. S	23. S.V.K	24. S
25. S.S.K	26. S	27. S	28. S	29. S	30. S	31. S	32. S
33. S	34. S	35. S	36. S	37. S	38. S	39. S	40. S

Initials of Developer: S.A.



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Building each having 543 sq. ft. RERA carpet area (including exclusive balcony, verandah & terraces), as per Developer's letter dated 18th October 2021 read with letter dated 24 October 2021. The said area to be constructed by the Developer for the Existing Members of the said Society is hereinafter referred to as 'Existing Members' Premises'.

b. The Developer shall execute agreements for permanent alternate accommodation agreement with each member for their respective flats within a period of 30 days of receipt of the New Building. The Developer shall enter into deed of permanent alternative accommodation agreement, with the Existing Members of the said Society before handing over the new flat.



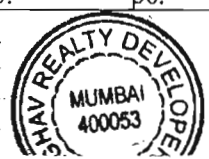
c. In addition to the Existing Member's Premises, the Developer shall also provide the said Society's office at a suitable place in the New Building as per approved plans.



d. The Developer will ensure that all the norms of the construction of New Building as per all the approvals in this regard shall be strictly followed including the permissible height of building including the overhead water tank and Lift engine room. The height of each flat between floors shall be as per the D.C. Rules and approved plans.

Initials of Members							
1. V.R.D	2. S	3. A.P.D	4. H	5. S	6. M	7. P.P.O	8. S
9. S	10. S	11. S	12. S	13. S	14. S	15. S	16. S
17. S	18. S	19. S	20. S	21. S	22. S	23. S.V.K	24. S
25. S.S.B	26. S	27. S	28. S	29. S	30. S	31. S	32. S
33. S	34. S	35. S	36. S	37. S	38. S	39. S	40. S

Initials of Developer: S.M.



7.2. CAR PARKING SPACES

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a. It is agreed that the Developer shall provide Car Parking area (covered/ stack/stilt/ basement/ pit/ puzzle) in the proposed New Building (without consuming FSI) as per DC Rules & approved plans. The Car Parking corresponding to Existing Members' Premises shall be handed over by the Developer to the Society for the purpose of distribution among the eligible members thereof.

b. The Developer shall allot car parking spaces as per the Society.



c. Allotment of approved Car Parking Spaces (covered/stilt/stack/ basement/pit/ puzzle) to any prospective flat purchaser in the Developer's Sale Area shall be right/entitlement/prerogative of the Developer. The Developer shall be entitled to sell and/ or allot Car Parks to its prospective customers at sole discretion of Developer and the Society agrees and shall be bound to honour the same. The Society agrees and assures that Society shall not cancel/allot/re-allot the allotted parking spaces to the prospective customers under any circumstances. It is clarified that the entire approved Car Parking spaces excluding the Car Parking spaces belonging to the Existing Members shall belong to the Developer.



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9. [Signature]	10. [Signature]	11. [Signature]	12. [Signature]	13. [Signature]	14. [Signature]	15. [Signature]	16. [Signature]
17. [Signature]	18. [Signature]	19. [Signature]	20. [Signature]	21. [Signature]	22. [Signature]	23. [Signature]	24. [Signature]
25. [Signature]	26. [Signature]	27. [Signature]	28.	29.	30.	31.	32.
33.	34.	35.	36.	37.	38.	39.	40.

Initials of Developer: [Signature]



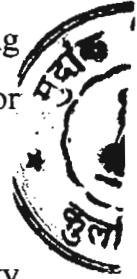
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 २०२२
 FINANCE ARRANGEMENT – Corpus, Transit Rent, Brokerage & Shifting

7.3. CORPUS

a. Developer shall pay to each of the Existing Members of the Society, a corpus fund of Rs. 4,50,000/- (Rupees Four Lakhs and Fifty Thousand Only) as follows:



Rs.2,00,000/- (Rs. Two Lakhs Only) shall be paid to each Existing Members upon vacating his/her flat and handing over possession of his/her flat to the Developer for demolition.



- Balance Rs.2,50,000/- (Rs. Two Lakhs and Fifty Thousand Only) shall be paid to each Existing Members at the time of handing over possession of their respective new flat(s).

b. Any amount recoverable from the individual members for Society dues, charges etc., or any amount paid by/dues towards the Developer on behalf of the members or Society

Initials of Members							
1. VPD	2. V	3. APD	4. M	5. D. S. D.	6. S. V. K.	7. D. P. D.	8. N. S.
9. J.	10. N. P.	11. S.	12. S. D.	13. S. D.	14. S. D.	15. S. D.	16. S. D.
17. S. D.	18. S.	19. S. D.	20. S. D.	21. S. D.	22. S. D.	23. S. V. K.	24. V. N. D.
25. S. S. D.	26. S.	27. S.	28.	29.	30.	31.	32.
33.	34.	35.	36.	37.	38.	39.	40.

Initials of Developer: S. D.

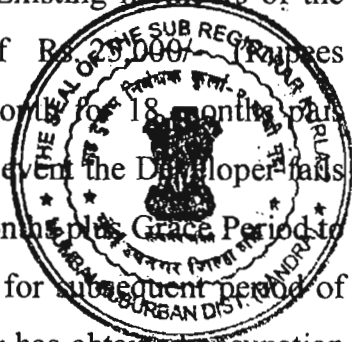


shall be reimbursed by the Society after the valid bills/proofs are submitted to the Society by the Developer.

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7.4. TRANSIT RENT

- a. The Society shall ensure and procure that all its Existing Members vacate their existing structures and co-operate with the Developer to enable the Developer to demolish the Old Building and construct New Building. To enable Existing Members to arrange for temporary alternative accommodation during the period of redevelopment of the said Property, the Developer shall pay to each of the Existing Members of the Society monthly compensation of Rs. 27,500/- (Rupees Twenty-Five Thousand Only) per month for 18 months plus Grace Period (defined below). In the event the Developer fails to provide the new flats within 18 months plus Grace Period to the Existing Members, then the rent for subsequent period of time until such time as the Developer has obtained occupation certificate and offers the Existing Members' Premises complete in every respect to the Existing Members shall be Rs. 27,500/- (Rupees Twenty-Seven Thousand and Five Hundred Only) per month.



- b. The Developer agrees to make rental payments, by issuing advance cheques to each of the Existing Members of the said Society initially for a block of 6 (six) months at the time of

Initials of Members							
1. VPD	2. SN	3. APD	4. W	5. G	6. D	7. R	8. M
9. J	10. D	11. R	12. S	13. S	14. S	15. R	16. S
17. S	18. S	19. R	20. S	21. S	22. S	23. S.V.K	24. V.N.B
25. SSB	26. S	27. R	28. S	29. S	30. S	31. S	32. S
33. S	34. S	35. S	36. S	37. S	38. S	39. S	40. S

Initials of Developer: S.A.D.



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handing over of quiet, vacant, and peaceful possession of the respective existing flats of the Existing Members to the Developer. Cheques for following block(s) of 6 months shall be handed over by the Developer to the Existing Members at least 15 days before the completion of the preceding block of 6 months.

c. Transit rent shall be per member for his/her/ their existing structures from the date of the vacation and till handing over the possession of Existing Members' Premises in the New Building complete in every respect after obtaining Occupation Certificate in respect thereof. If the member fails or neglect to take possession of his new flat within a period of 7 days of such notice, the liability of the Developer to pay the transit compensation shall forthwith thereafter come to an end.



d. It is clarified that on receipt of I.O.A., the Developer shall intimate the members of the Society to vacate their flats peacefully within a period of 30 days from the issue of such intimation.

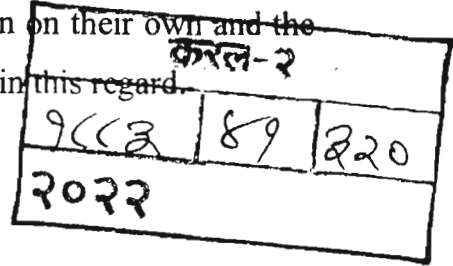
e. The Developer shall obtain all necessary NOC of all concerned authorities and provide copies thereof to the Society.

Initials of Members							
1. VPD	2. M	3. APD	4. H	5. K	6. M	7. P	8. W
9. J	10. P	11. S	12. S	13. S	14. S	15. S	16. S
17. S	18. S	19. S	20. S	21. S	22. S	23. S	24. S
25. SSB	26. S	27. S	28. S	29. S	30. S	31. S	32. S
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Initials of Developer: *[Signature]*



- f. It will be the sole responsibility of each Existing Members to find temporary alternate accommodation on their own and the Developer has no liability or obligation in this regard.



7.5. BROKERAGE & SHIFTING

- a. The Developer shall pay one-time payment to each of the Existing members a lump sum amount of Rs.5,000/- (Rupees Five Thousand Only) towards shifting charges for shifting their belongings from the existing flats to their temporary alternate accommodation.

- b. The Developer shall pay a sum of Rs.5,000/- (Rupees Five Thousand Only) at the time of handover of new flats towards re-shifting charges for shifting house holding in temporary accommodation to the new flats in the newly constructed building.



- c. It is further agreed by the Developer to pay to the each of the Existing Members a one-time amount equivalent to Rs. 25,000/- (Rupees Twenty-Five Thousand Only) as brokerage at the time of the Existing Members handing over vacant and peaceful possession of his/her respective existing flat to the Developer.

8. LICENSE TO ENTER THE PROPERTY

Initials of Members							
1. VPD	2. V	3. APD	4. V	5. P.P.P.	6. M.S.	7. P.P.P.	8. J.S.
9. J.R.	10. J.P.	11. J.P.	12. S.S.	13. S.P.	14. J.P.	15. S.V.K.	16. J.S.
17. S.S.B.	18. J.P.	19. J.P.	20. S.P.	21. J.P.	22. J.P.	23. S.V.K.	24. J.S.
25. S.S.B.	26. J.P.	27. J.P.	28. S.P.	29. J.P.	30. J.P.	31. S.V.K.	32. J.S.
33.	34.	35.	36.	37.	38.	39.	40.

Initials of Developer: S.A.D.



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On execution of this Agreement, the Society has with the consent, concurrence and confirmation of the Existing Members granted exclusive and irrevocable license to the Developer to enter upon the said Property and remain there in inter alia to take all the necessary steps for commencing development of the said Property as stipulated in this Agreement until the completion of the Project. It is clarified that even after completion of the Project, the Developer shall be entitled for exclusive possession of the Developer's Sale Area.



ENTITLEMENTS OF DEVELOPER

The Developer shall immediately upon receipt of the necessary permission or sanction, be entitled to commence the construction of New Building entirely at its own costs and expenses, and for that purpose shall inter alia be entitled to do all the following acts, deeds, matters and things:



- a. Purchase and acquire maximum permissible FSI and/or TDR fungible FSI, any other FSI allowed under as set out in the DC Rules including Regulation 33(5) of D.C.P. Regulation and get the same loaded or annexed to the said Property and obtain sanction for the purpose of re-development of the said Property on the basis thereof.

Initials of Members							
1. VRD	2. [Signature]	3. APD	4. [Signature]	5. [Signature]	6. [Signature]	7. [Signature]	8. [Signature]
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17. [Signature]	18. [Signature]	19. [Signature]	20. [Signature]	21. [Signature]	22. [Signature]	23. S.V.K.	24. N.N.B.
25. SSB	26. [Signature]	27. [Signature]	28. [Signature]	29. [Signature]	30. [Signature]	31. [Signature]	32. [Signature]
33. [Signature]	34. [Signature]	35. [Signature]	36. [Signature]	37. [Signature]	38. [Signature]	39. [Signature]	40. [Signature]

Initials of Developer: [Signature]



b. Apply for premium/ incentive/compensatory FSI available or permissible by payment of premium to the concerned statutory authorities including Municipal Corporation of Greater Mumbai, MHADA, for development of the said Property, as per the applicable provisions of the law and as per any future modifications and or amendments thereof.

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c. Submit necessary building plans to the concerned authorities including Municipal Corporation of Greater Mumbai, MHADA, and other concerned authorities for redevelopment of the said Property.

d. The Society and the Existing Members have given their irrevocable consent in writing, to the Developer entitling to modify, alter or amend the plans as and when required with prior sanction of the concerned authority till the completion of the construction, provided that that in case there is reduction in area of the members, it can be done only after approval of Society in writing.



e. That the Developer shall take written approval of the Managing Committee of the Society for approval of the building plans as proved herein above. If any changes and/or amendments are required to be carried out as per the directions of authorities, such changes shall always be informed to the Society without delay.

Initials of Members							
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9. [Signature]	10. [Signature]	11. [Signature]	12. [Signature]	13. [Signature]	14. [Signature]	15. [Signature]	16. [Signature]
17. [Signature]	18. [Signature]	19. [Signature]	20. [Signature]	21. [Signature]	22. [Signature]	23. S.V.K	24. V.N.B.
25. [Signature]	26. [Signature]	27. [Signature]	28. [Signature]	29. [Signature]	30. [Signature]	31. [Signature]	32. [Signature]
33. [Signature]	34. [Signature]	35. [Signature]	36. [Signature]	37. [Signature]	38. [Signature]	39. [Signature]	40. [Signature]

Initials of Developer: [Signature]



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The Developer with prior permission of the Society shall be entitled to club the said Property with any adjacent plots/property for the purpose of the redevelopment.

g. Appoint at its cost, own architect, construction contractor, labor contractor, workers, purchase building material and shall carry out entire work of construction of the said building/s.

h. The Developer shall have authority and powers to carry on the said Project and the Society shall execute a necessary comprehensive and irrevocable power of attorney to enable the Developer to carry out the development work of the New Building.



In carrying out the work of redevelopment, the Developer shall be entitled to utilize as stated hereinabove the entire Development Potential in the form of existing FSI and/or TDR/pro-rata FSI and all such other rights as hereafter may be granted and/or allowed to be utilized and/or used on the said Property for constructing of New Building/s and sell or transfer or dispose of the Developer's Sale Area as the Developer may deem fit and proper.



j. It is agreed that the Developer herein will be entitled to the benefit and use of all the orders, permissions and exemptions, which the various authorities may grant in the course of the

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25. S.S.B.	26. [Handwritten]	27. [Handwritten]	28. [Handwritten]	29. [Handwritten]	30. [Handwritten]	31. [Handwritten]	32. [Handwritten]
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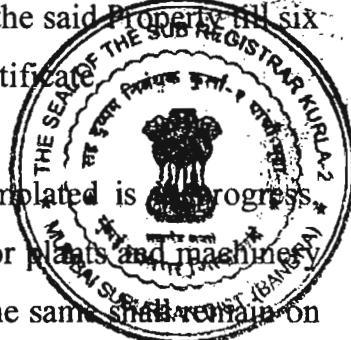
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development of the said Property as also the building plans or amendments thereto as may be sanctioned from ~~any~~ time subject to the terms of this Agreement.

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k. It is agreed that the Developer shall be entitled to put up its hoardings and/or advertisement boards on the said Property and print brochures, letters, advertisement's or issue advertisements in newspapers, with a view to advertise sale/disposal of the flats/ units in the proposed New Building to be constructed by the Developer on the said Property till six months from obtaining Occupation Certificate.



l. While the construction hereby contemplated is in progress such construction as also all material or plants and machinery used or to be used in construction of the same shall remain on the said Property or any part thereof. The Developer shall, with a view inter alia to protect all such material and/or plants and machinery, be entitled to put up on the said Property, but at the costs of the Developer alone necessary shed/s and/or cabin/s for accommodating workmen and/or security-personnel and/or for site office of the Developer. The Developer shall obtain necessary permissions from all the concerned authorities for that purpose.



m. Developer shall ensure that the workers working on the said Property during the course of the development of the

Initials of Members							
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9. R	10. A 212	11. S	12. S	13. S	14. S	15. R	16. J
17. S	18. A	19. R.H. Bank	20. S D	21. R	22. S	23. S.V.K	24. N.M.S
25. SSB	26. A	27. K	28. S	29. S	30. S	31. S	32. S
33. S	34. S	35. S	36. S	37. S	38. S	39. S	40. S

Initials of Developer: SAJ

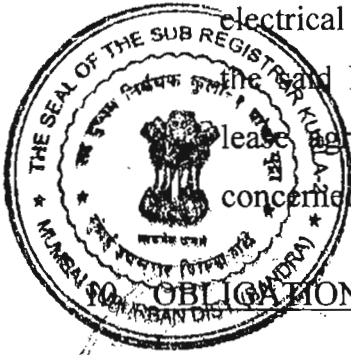


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building/s are covered by a comprehensive insurance policy which shall remain in force during the period of construction of the New Building on the said Property.

n. The Agreement shall remain in force till the Developer complete the Project in every sense. The Developer is also authorized to decide and to provide required space for electrical substation if insisted by power Supply Company in the said Property and Society shall subsequently enter into lease agreement of the said portion of the land with the concerned power supply company.



OBLIGATIONS OF DEVELOPERS

10.1. In carrying out the said work of re-development of the said Property by constructing New Building on the said Property, the Developer shall comply with the provisions of all the acts, rules bye laws, for the time being in force and shall obtain all the necessary sanctions of concerned authorities in respect of or for the proposed re-development of the said Property and shall carry out the construction work in conformity with the plans approved for that purpose. The Developer shall not start any work of development on the said Property unless the IOA and NOCs from concerned authority, such as MHADA, M.C.G.M. etc. in respect of proposed New Building, the Developer shall indemnify the Society from and against all and any demand, claim arising out of any



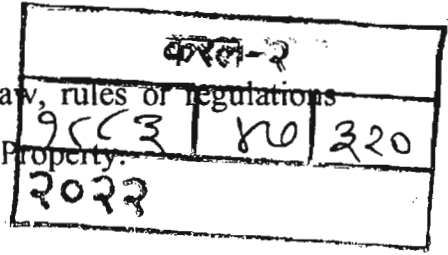
Initials of Members

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25. S.S.B	26. [Signature]	27. [Signature]	28. [Signature]	29. [Signature]	30. [Signature]	31. [Signature]	32. [Signature]
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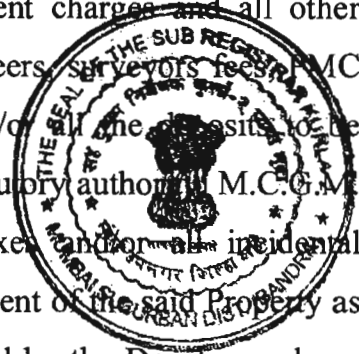


violation or breach of any provision of law, rules or regulations connected with re-development of the said Property.



10.2. The Developer shall pay all future deposits, premiums, fees and/or charges to the Municipal Corporation of Greater Mumbai or other authorities for obtaining approval and sanction to plans submitted by the Developer and for the aforesaid purpose shall be entitled to give all writings, affidavits or undertakings as may be required.

10.3. It is agreed by and between the Parties hereto that all charges and expenses including the construction costs, IOA, C.C, Occupation charges, betterment charges, development charges and all other charges or fees i.e. all architects, engineers, Surveyors fees, MC charges, legal advisor charges etc. and/or all the deposits to be made or to be paid to the concerned statutory authority M.C.G.M. or any other Government Charges/taxes and/or all incidental expenses for the purpose of re-development of the said Property as may be incurred shall be borne and paid by the Developer alone. The Developer shall at its costs and expenses comply with the prevailing norms and rules and regulations relating to rain water harvesting, which are required to be followed as per new building regulations. The Developer shall indemnify and keep indemnified the Society against any claim which may be made by anyone as a result of the Developer committing any breach of the provisions of any law or terms of any agreement entered into by the Developer for carrying out the said development/construction work.



Initials of Members							
1. VPD	2. Y	3. APD	4. W	5. P	6. M	7. L	8. M
9. R	10. P	11. A	12. S	13. S	14. S	15. R	16. S
17. S	18. M	19. K	20. S	21. V	22. S	23. S.V.K	24. S
25. S.S.B	26. S	27. K	28.	29.	30.	31.	32.
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Initials of Developer: S.M.



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 २०२२ 10.4. The Developer shall in the course of construction and completion

of New Building, do all lawful acts and things required by and perform the works in conformity, in all respects, with the provisions of the applicable law and with bye-laws and the rules and regulations of the concerned authorities, M.C.G.M., or any public body or local authority or authorities having jurisdiction to regulate the same and shall throughout save harmless and keep the Society indemnified of, from and against all claims for the fees, charges, fines and other payment whatsoever, which during the progress of the work may become payable or be demanded by the said authorities or for anytime done or caused to be done or omitted to be done under the authority herein contained.



10.2. The Developer shall bear all the taxes, duties, dues and outgoings, from obtaining Commencement Certificate till completion of work of construction of the New Building. It is agreed that Developer shall be responsible to pay all the land under construction (LUC) taxes in respect of the proposed development of the said Property. After the development work as contemplated under this Agreement is completed by the Developer, the Developer shall not be liable to pay the municipal taxes and other outgoings, N.A. Taxes, etc. in respect of the said Plot of Land and the said New Building once the construction of the said New Building is completed and the responsibility of the taxes and/or other outgoings in respect of the New Building shall be of the Society and its members. The

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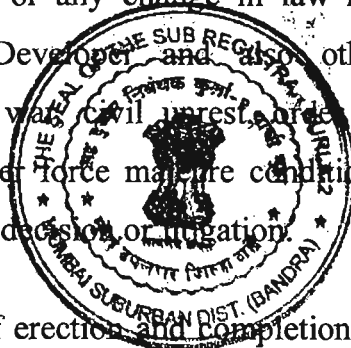
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Developer also agrees and undertakes to incorporate in agreement with new members about their liability of taxes.

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10.6. It is agreed that the Developer shall complete the entire development to be undertaken by them within a period of 18 months, with grace period of 6 months ("Grace Period") from the date of Commencement Certificate. However the Developer shall not be responsible for delay in construction and completion on account of reasons beyond the Developer's control, such as acts of God, earthquake, flood, lightning or any litigations or stay orders by any court or statutory authorities or any change in law not arising from the default of the Developer and also other circumstances like strike, pandemic, war, civil unrest, or notification of the government or other force majeure conditions but not limited to any change in policy decision or litigation.



10.7. The Developer shall in the course of erection and completion of the said New Building do all lawful acts and things required by and perform the acts in conformity in all respects with the provisions of the statutes applicable thereto and with the byelaws and Development Control Regulations of the Municipal Corporation, Development Control Rules and Regulations of other public body or local authority or authorities which have jurisdiction to regulate the same and shall throughout save harmless and keep the said Society and corporation indemnify and keep indemnified from and against all claims, fees, charges, fines

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and other payments whatsoever which during the progress of the work may become payable or be demanded by the said authorities in respect of the said work or anything done or caused to be done or omitted to be done under the authority herein contained and shall generally and from time to time discharge and pay as from the date of possession all claims, easements, outgoing, rents, Municipal taxes and other dues imposition and burden at any time hereafter chargeable against the Society or occupiers in respect of new tenements proposed to be occupied and enjoyed by the new members of the society or otherwise relating to the said land and building or any building thereon and when they shall become due and/or payable and shall keep the said Society indemnified from and against the payment thereof.



10.8. The Developers shall not at any time cause or permit any public or private nuisance in or upon the said Property or do anything which shall cause unnecessary annoyance, inconveniences suffering hardship or disturbance to the Owner or to the occupants of the neighboring properties.

10.9. It is agreed that all costs, charges and expenses in relation to the demolition of the Old Building on the said Property shall be borne and paid by the Developer alone, whereas before vacating their respective flat/premises, the members can take their fixtures and the Developer shall entitled to receive all that stuff left by the members which include iron, doors, windows, wood, bricks, grills,

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17. P. S.	18. P. S.	19. P. S.	20. S. D.	21. P. S.	22. P. S.	23. S. V. K.	24. P. S.
25. S. S. D.	26. P. S.	27. P. S.	28. P. S.	29. P. S.	30. P. S.	31. P. S.	32. P. S.
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Initials of Developer: P. S.

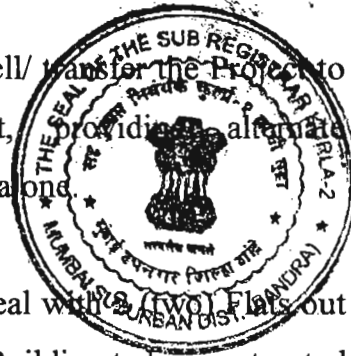


taps etc. The Developer shall be entitled to sell and to retain the process thereof for the purposes of the benefits of the Developer including the debris of the Old Building.

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10.10. The Developer shall obtain all the necessary approvals/permissions for redevelopment of the said work and shall fulfill all the conditions stipulated in such approval/permissions before handing over the possession of flats to Existing Members after obtaining occupation certificate from the MCGM. Any lapses on this shall be the sole responsibility of the Developer.

10.11. The Developer shall not be entitled to sell/transfer the Property to anyone. The responsibility of rent, providing alternate accommodation shall be of the Developer alone.



10.12. The Developer shall not be entitled to deal with two Flats out of the Developer's Sale Area in the New Building to be constructed (hereinafter referred to as the "Security Premises"). One of the said flat shall continue to be Security Premises until possession of the Existing Members Premises, have been delivered by the Developer to the members in accordance with this Agreement. The Developer shall ensure that the Security Premises comprising the said flat remains available to the Society until part occupation certificate/completion certificate is obtained and all Existing Members are offered possession of their respective new Flats as provided herein and thereafter, the Developer shall be free to deal

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with the said Security Premises in any manner whatsoever. The other flat comprising the Security Premises shall stand released from security once the Developer has constructed New Building upto 10th habitable floor thereof.

11. QUALITY OF WORK

11.1. The work shall be carried out by the Developer in good workmanship manner. The standard and quality of work of construction and the material used for construction will be in conformity to ISI standards.



11.2. The structure so constructed by the Developer shall be earthquake resistance as recommended by RCC consultant. The concrete mixture shall be used as per the RCC Consultants recommendations for earthquake resistant designs. Quality of construction of entire project shall be certified by Architect.



11.3. The Developer shall complete the construction work within the agreed period as per this Agreement.

11.4. The common amenities to be provided in the New Building to be constructed on the said Plot of Land shall be as per the offer letter provided by the Developer.

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17. [Signature]	18. [Signature]	19. H. B. Bhowell	20. S. D.	21. [Signature]	22. [Signature]	23. S. V. K.	24. Y. N. B.
25. SS13	26. [Signature]	27. [Signature]	28. [Signature]	29. [Signature]	30. [Signature]	31. [Signature]	32. [Signature]
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12. EARMARKING OF AREA AND SALE OF FLATS:

12.1. Immediately after approval of all plans of the New Building and issuance of I.O.A. and C.C., the Parties shall forthwith earmark the Existing Members' Premises and Developer's Sale Area.

12.2. The Developer shall on its own account be entitled to sell or allot on ownership basis or otherwise various residential flats/premises to be constructed by them in New Building/s on the said Property coming to their share (i.e. save and except the 40 flats present for the Existing Members of the said Society) with parking spaces and Developer shall be entitled to appropriate and receive consideration of sale from such prospective purchasers and for the purpose shall be entitled, to enter into agreement or arrangement in their own name in such manner as they may deem fit and proper. Such agreement mentioned in this clause shall be on 'principal to principal' basis and shall not be as agent or representative of the said Society. Such agreements shall be in consonance with and in keeping with other terms of this Agreement.

12.3. It is expressly agreed and understood that the Developer herein shall be entitled to sell units coming to its shares in its own name (except 40 flats of Existing Members) in such a manner as they may deems fit and proper and also entitled to seek and avail of

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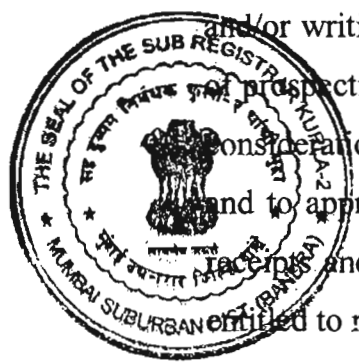
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financial facilities from banks and/or financial institutions by creating charges or mortgage in respect of the Developer's Sale Area in such a manner as they may deem fit and proper without putting any financial liability on the existing Society and will keep the Society indemnified from such deeds.

12.4. It is agreed that for the purpose of giving effect to this clause Developer shall be entitled to sign and execute necessary agreements, letter of allotment, memorandum of understanding and/or writings for transfer, sale or allotment of the units in favour of prospective purchasers or buyers including to receive and accept consideration amount from the prospective buyers and purchasers and to appropriate the same for their own benefits and give valid receipts and discharges for the same. The Developer shall also be entitled to register such documents with registering authorities.



12.5. The Society has agreed and undertakes to admit new prospective flat purchasers as members of the Society and such new members shall be liable to deposit with the Society a sum of Rs. 500/- each towards the cost of five shares and Rs. 100/- towards application for membership of the Society and deposit for payment of premium to State of Maharashtra for change of user. The new members will be required to pay their share equivalent to the balance money of the Society available at the time of occupation of New Building on a pro-rata basis. This equivalent sum of new members will be collected by Developer and handed over to Society at the time

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9. S. S. S.	10. S. S. S.	11. S. S. S.	12. S. S. S.	13. S. S. S.	14. S. S. S.	15. S. S. S.	16. S. S. S.
17. S. S. S.	18. S. S. S.	19. S. S. S.	20. S. S. S.	21. S. S. S.	22. S. S. S.	23. S. S. S.	24. S. S. S.
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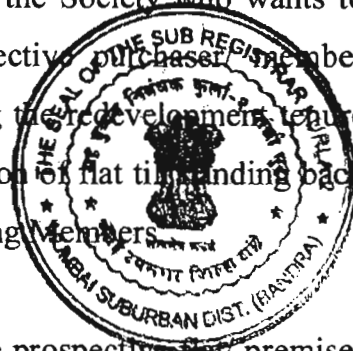
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these members are admitted as new members of the Society. The Society shall not charge any premium or donation or any other consideration of any nature whatsoever from such Applicants for new membership.

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12.6. The Society hereby agrees and undertakes that the Society shall hereafter not transfer shares of any Existing Member directly or indirectly and without written consent of the Developer herein and admit any new person or persons as members of the Society other than those nominated and/or authorized by the Developer to the Society in respect of new flat/ premises. The Developer shall give it's NOC to such Existing Members of the Society who wants to sale/transf. his/her flat to any prospective member without any charges, penalty etc. during the redevelopment tenure i.e. from handing over physical possession of flat till handing back the physical possession of flats to Existing Members.



12.7. The Developer is entitled to bring in the prospective flat/ premises purchases, as new members of the Society and thereafter the Society agrees and undertakes to allot the membership of the Society to the approved members/allottees. All the costs, charges and expenses payable by such new additional members shall be borne and paid by such new prospective members to the Developer directly except share capital, admission fee, deposits on account of premium payable to the Government for change of user.

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२०२२	13 BRANDING AND NAME OF THE NEW BUILDING.	

13.1. It is agreed between the Parties that the entire branding of the said Project shall be undertaken by the Developer under its name and the Developer shall be entitled to put up its hoardings and/or advertisement boards on the said Property and print brochures, advertisements or issue advertisements in newspapers, with a view to advertise sale/ disposal of the premises/ units in the proposed New Building to be constructed by the Developer on the said Property till the last flat is sold by the Developer.



13.2 The Developer shall have the right to name the building and the Society agrees to retain the name. The Society agrees that it will not change/ alter the name of building without prior written permission of the Developer even after the New Building is handed over to the Society.



13.3. The Developer agrees that the Society's name shall be retained and the name of the Society shall not be changed.

14. FURTHER ASSURANCES:

The Society and the Existing Members hereby agree and undertake from time to time and at all times hereafter at the request and cost

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9. R	10. RUP	11. A	12. S	13. S.P.	14. S	15. R	16. S
17. P	18. P	19. K.A.	20. S.P.	21. V	22. S	23. S.V.K.	24. V.N.B.
25. SSB	26. A	27. H	28.	29.	30.	31.	32.
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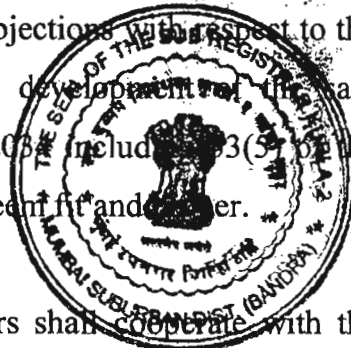


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of the Developer to do and execute all documents and such deeds and writings and/or powers and authorities, declaration, and consent whatsoever for the development of the said Property by the Developer as per the terms of this Agreement.

15. REPRESENTATION MADE BY THE SOCIETY AND THE EXISTING MEMBERS

15.1. The Society and all Existing Members hereby agree not to create any hurdle or hindrances or raise any objections with respect to the Developer taking necessary steps for development of the said Property under the prevailing DCPR 2034 (including 3(9) of the DC Regulation as the Developer may deem fit and proper.



15.2. The Society and the Existing Members shall cooperate with the Developer and ensure that all the Existing Members vacate their respective structures and cooperate with the Developer for enabling the Developer to demolish the Old Building and construct New Building on the said Plot of Land. If any of the Existing Members refuses to hand over the vacant and peaceful possession of their respective flats and the said Old Building to the Developer for the redevelopment of the said Property within the stipulated period of time and/or if the Developer and/or the Society have to adopt legal proceedings against such dissenting member/s then in that event such member shall be required to pay a penalty of Rs. 10,000/- (Rupees Ten Thousand Only) per day as liquidated damages and

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17. S	18. S	19. S	20. S	21. S	22. S	23. S.V.K	24. S
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also the actual costs of the legal proceedings as may be incurred by the Developer and the Developer shall be liable to deduct the same from the Corpus of the respective member/s giving such late possession and such penalty shall continue till the default continues. The Society shall assist and /or shall initiate legal proceedings against such obstructionist, dissenting members. It is also agreed by the Existing Members and the Society that in the event any or some of the members do not vacate their flats within 15 days of intimation to vacate the existing flats; Developer shall be entitled to recover Rent payable to members vacating their premises from the members who have not vacated.



NEGATIVE CONVENANT AND ORIGINAL DOCUMENTS

16.1. It is agreed that Society shall not sell, transfer, mortgage, alienate and/or enter into an agreement or arrangements, joint ventures or create any third-party rights in respect of the said Property or any part thereof during the subsistence of this Agreement.

16.2. It is agreed that if construction is carried as per approved plans & agreed material grade by both Parties, the Society and its Members shall not in any way cause any obstruction or interruption in the construction and re-development work carried out by the Developer and shall not do or omit to do any acts, matters or thing whereby the Developer shall be prevented from carrying out the development of the said Property.

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17. S. S.	18. S. S.	19. S. S.	20. S. S.	21. S. S.	22. S. S.	23. S. V. K.	24. V. N. B.
25. S. S. B.	26. S. S.	27. S. S.	28. S. S.	29. S. S.	30. S. S.	31. S. S.	32. S. S.
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16.3. It is agreed that the Developer shall also be entitled for creation of mortgage/s in respect of entire right title and interest inuring to the Developer as per this Agreement including flats/units comprising Developer's Sale Area. In case any financial institution/s require express consent/N.O.C. of the Society for creation of any such mortgage/s, the Society hereby expressly agrees, declares and undertakes to give requisite consent/N.O.C. without any financial liability arising out of the same.

17. PARTIES TO ATTEND OFFICE OF SUB-REGISTRAR:

The Parties hereto agree to register this Agreement and such other documents in consonance with this Agreement in the office of the concerned Joint Sub-Registrar of Assurances as may be required by Developer.



18. SPECIFIC PERFORMANCE

18.1. The Society shall be entitled to terminate this Agreement only in the event that there is a fundamental default/failure/breach of terms of this Agreement due to reasons attributable to the Developer at any time during the development period. The said termination shall be preceded by a notice of default giving 30 days' time to the Developer to cure the default ("Cure Notice/Period"). Only upon failure and neglect on the part of the

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Developer to cure the default, shall the Society be at liberty to terminate this Agreement by giving 30 days' notice to this effect.

It is clarified that any third-party rights which might have been created by the Developer till that stage shall continue to remain in force without any impairment of any nature whatsoever. Provided always that the right of termination shall abate once the Developer has constructed New Building up to 12th habitable floor thereof.



If any of the Parties to this Agreement commits any default of the terms and conditions of this Agreement, in that event either Party shall be entitled to seek and enforce specific performance of this Agreement.

18.5. It is specifically agreed and confirmed by the Society that right and interest is created by the Society in favour of the Developer in respect of the said Property and that this Agreement is not and cannot be construed merely as a construction contract and the Developer is entitled to seek specific performance of this Agreement in case of any default or breach by the Society of their obligations under this Agreement and mere damages or monetary compensation shall not be fair or adequate reliefs or compensation to the Developer.



Initials of Members

1. VPD	2. a	3. APD	4. V	5. K	6. W	7. M	8. P
9. R	10. RRP	11. S	12. S	13. S	14. S	15. R	16. S
17. S	18. S	19. S	20. S	21. S	22. S	23. S.V.K	24. V.N.B.
25. S.S.B	26. S	27. S	28. S	29. S	30. S	31. S	32. S
33. S	34. S	35. S	36. S	37. S	38. S	39. S	40. S

Initials of Developer: S

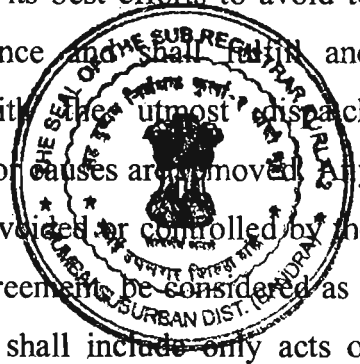


18.4. In the event of termination of this Agreement as provided herein, the Developer shall be entitled for all remedies available in law as well as under this Agreement.

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19. FORCE-MAJEURE:

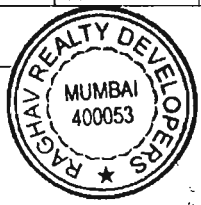
Subject to the provisions of the articles, the Parties to this Agreement shall not be liable for any failure or delay on their part in performing any of their obligations under this Agreement by reason of failure or delay, if such failure or delay shall be the result of or arising out of force majeure conditions and provided that the party claiming force majeure shall use its best efforts to avoid to remove such cause of non-performance and shall continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed. Any extra-ordinary event which cannot be avoided or controlled by the parties shall for the purpose of this Agreement be considered as a force majeure event. The said events shall include only acts of God, flood, pandemic, storm, earthquake, fire, war, riot, insurrection, acts of public, acts of the enemy, sabotage, invasion, terrorism, statutory or government or municipal restrictions or amendments or litigation.



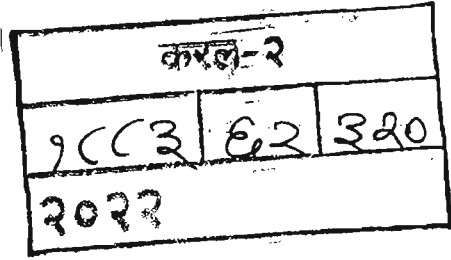
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17. S	18. S	19. S	20. S	21. S	22. S	23. S	24. S
25. S	26. S	27. S	28. S	29. S	30. S	31. S	32. S
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Initials of Developer: S



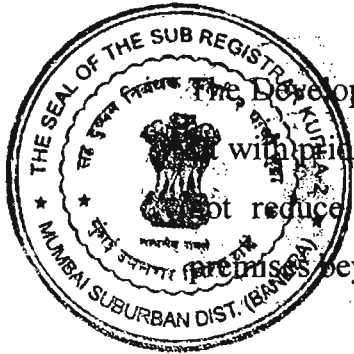
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20. NO PARTNERSHIP, JOINT VENTURE OR AGENCY

It is agreed that this Agreement shall not be construed or does not amount to partnership or joint venture between the Parties hereto nor does it amount to creation of any relationship of agency.

21. AMENDMENT OF BUILDING PLANS:



The Developer is entitled to amend the building plans as they deem fit with prior written consent of the Society however that they shall not reduce the size, floor and location of the members' new premises beyond a maximum variation of 3%.



22. STAMP DUTY AND REGISTRATION CHARGES:

The Parties hereto have agreed to treat this Agreement as the principal document under Section 4 of the Maharashtra Stamp Act, 1958 (as amended). The stamp duty and registration charges relating only to this document shall be borne and paid by the Developer. Stamp Duty, Registration Charges etc. on individual agreements for members not signatory to these presents shall be paid and borne by the respective members.

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17. [Signature]	18. [Signature]	19. [Signature]	20. [Signature]	21. [Signature]	22. [Signature]	23. S.V.K.	24. [Signature]
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Initials of Developer: [Signature]



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23. TAXES AND OTHER OUTGOINGS:

23.1. Assessment taxes, water charges, extra water charges, Electricity Bill, N.A Taxes, property taxes and all other tax shall be borne and paid by Developer from the date of last Existing Members vacates her/his premises till physical possession of new premises are offered to Existing Members after obtaining occupation certificate of the New Building from competent authority.

23.2. GST, if applicable on providing new flats to the Existing Members shall be paid by the Developer.

23.3. It is agreed that the Parties hereto shall bear the liability arising from their respective Income Tax.

23.4. It is agreed that all taxes or any other type of levies, imposition, outgoing in respect of consideration received by and under these presents or arising out of the matter connected with the said Property or this Agreement, shall be borne and paid exclusively by the person receiving such consideration.

23.5. The Developer shall pay all fees for the agencies such as Architect/ L.S. and Legal advisor appointed by the Society (with prior

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Initials of Developer: *[Handwritten]*



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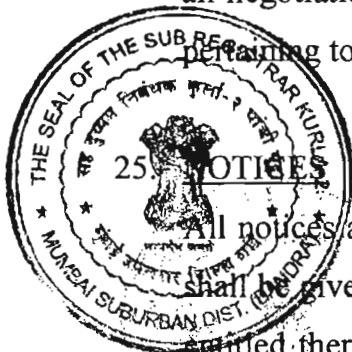
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confirmation of the Developer) for the work of redevelopment as per the terms agreed in the tender document where in the charges are based on the entire project cost of the redeveloped building.

24. ENTIRE AGREEMENT:

This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes all negotiations, commitments and writing prior to the date hereof

pertaining to the subject matter of this Agreement.



All notices and other communication in respect of this Agreement shall be given in English by email, or by hand delivery to the party entitled thereto at its address set forth in the name Clause of this

Agreement. Notice shall be deemed to have been received and shall be effective 4(four) days from the date of mailing:

Society:

Email id: omchskurlaeast@gmail.com

Address: B-902, Sai Sadan CHSL, Building No. 41, Nehru Nagar, Kurla (East), Mumba - 400024

Developer:

Email id: vinay.sharma@raghavgroup.in,

accounts@raghavgroup.in

Address: as per agreement

Initials of Members							
1. VPD	2. [Signature]	3. APD	4. [Signature]	5. [Signature]	6. [Signature]	7. [Signature]	8. [Signature]
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17. [Signature]	18. [Signature]	19. [Signature]	20. [Signature]	21. [Signature]	22. [Signature]	23. S.V.K	24. V.N.B
25. SSB	26. [Signature]	27. [Signature]	28. [Signature]	29. [Signature]	30. [Signature]	31. [Signature]	32. [Signature]
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Initials of Developer: [Signature]



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26. ARBITRATION:

26.1 In the event of there being any dispute in any matter relating to or arising out of this Agreement, the same shall be resolved by conciliation between the Parties.

26.2 In the event that the said conciliation does not yield any resolution within a period of 30 days of the date of the dispute having been referred for conciliation, the dispute shall be referred to arbitration by a sole arbitrator as per the provisions of Arbitration & Conciliation Act, 1996 as amended up to date as on the date of time.



26.3 The language of the Arbitration shall be English. The place and seat of Arbitration shall be at Mumbai. The award of the sole arbitrator shall be final and binding on the parties.

27. MISCELLANEOUS:

27.1. The headings to various clauses of this Agreement are given for the purpose of convenience and do not form part of this Agreement and shall not control or affect meanings of the said clauses.

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1. VPD	2. <i>Ch</i>	3. APD	4. <i>W</i>	5. <i>Ch</i>	6. <i>Ch</i>	7. <i>Ch</i>	8. <i>Ch</i>
9. <i>F</i>	10. <i>NP</i>	11. <i>Ch</i>	12. <i>Ch</i>	13. <i>Ch</i>	14. <i>Ch</i>	15. <i>TR</i>	16. <i>Ch</i>
17. <i>Ch</i>	18. <i>Ch</i>	19. <i>Ch</i>	20. <i>Ch</i>	21. <i>Ch</i>	22. <i>Ch</i>	23. S.V.K	24. V.N.B
25. <i>SSB</i>	26. <i>Ch</i>	27. <i>Ch</i>	28.	29.	30.	31.	32.
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Initials of Developer: *SAJ*



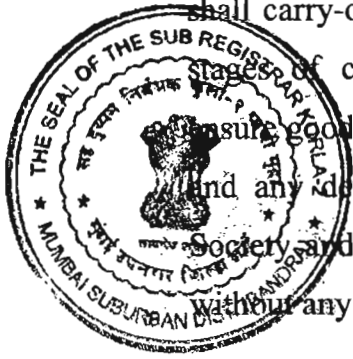
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This Agreement is executed in duplicate and each copy would be considered as original. The registered copy to be kept with the Developer.

27.3. This Agreement shall not be varied or modified except by an instrument in writing signed by all the Parties.

27.4. The Developer shall complete the construction of the building within 18 months plus grace period and ensure that the Developer shall carry-out all the necessary quality test and checks during all stages of construction of New Building. The Developer shall ensure good quality of the work as per the existing standard norms, and any deviation from the same shall not be accepted by the Society and shall be corrected by the Developer at its own cost without any delay and demure.



27.5. The Society shall organize Monthly progress review meetings with the PMC to discuss the progress of the work and to carry out routine inspection of the site and work. The proceedings of such meetings and the decision taken in these meeting shall be minuted and given to all the attendees of such meeting.

27.6. The Developer shall obtain the necessary Occupation Certificate form the Competent Authority of the New Building before handing over the possession to the Existing Members as well as new members. The Developer will pay the monthly rent for the

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9. NP	10. NP	11. NP	12. NP	13. NP	14. NP	15. NP	16. NP
17. NP	18. NP	19. NP	20. NP	21. NP	22. NP	23. NP	24. NP
25. NP	26. NP	27. NP	28. NP	29. NP	30. NP	31. NP	32. NP
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Initials of Developer: NP

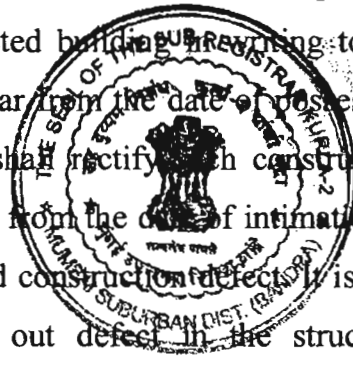


Existing Members till Occupation Certificate for the New Building is received.

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27.7. In normal circumstances, the Developer will complete the construction of New Building with the period of 18 months from the date of vacant possession of the Society land with additional Grace Period of 6 months without giving any penalty to Society. The rent of Existing Members shall continue during this delay period.

27.8. The Existing Members shall point out the defect in respect of construction for the newly constructed building ^{submitting to the} Developer within the period of 1 year from the date of possession of room/premises. The Developer shall rectify such construction defect within a period of one month from the date of intimation to the Developer in writing for the said construction defect. It is also agreed that, if the Society point out defect in the structural construction work & external plaster work of new building within 5 year from the date of possession of the newly constructed flat, the same shall be set right by the Developer at its own cost. However, it is agreed that in the case of leakage the said period shall be 10 years provided that the same is resulting from a structural deficiency. It is also further made clear that, the Developer shall not be held responsible for the leakage/s to the New Building, if any member/s make alteration/ modification/ addition to the structural changes in the new flats after taking possession.



Initials of Members

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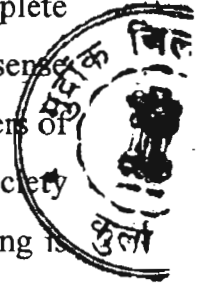


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27.9 Immediately on completion of the 24 months or O.C. whichever is earlier subject to force majeure period, the Developer shall at its costs and consequences remove the workers, security and other persons, the toilet/s, workers quarters, site office, temporary office space to the Society and other temporary construction so put up, after completing cleaning, removing derbies and painting/finishing the affected area. Provided that in the event that any work in respect of the Developer's Sale Area is pending, the Developer shall be at full liberty to complete the same without any let or hinder from the Society or its Existing Members.

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This Agreement shall remain in force till the Developer complete the work of construction of the New Building in every sense including obtaining of occupation certificate and new purchasers of the Developer's Sale Area are inducted as members of the Society completing of all the legal formalities and the New Building is handed over to the Society.



27.11. RERA registration – The Developer undertakes to get the Project registered under MAHA-RERA. All rules and regulations of MAHA-RERA shall be applicable and binding on the Developer.

THE SCHEDULE ABOVE REFERRED TO

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1. VPD	2. on	3. APD	4. N	5. [Signature]	6. [Signature]	7. [Signature]	8. [Signature]
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25. SSB	26. [Signature]	27. [Signature]	28. [Signature]	29. [Signature]	30. [Signature]	31. [Signature]	32. [Signature]
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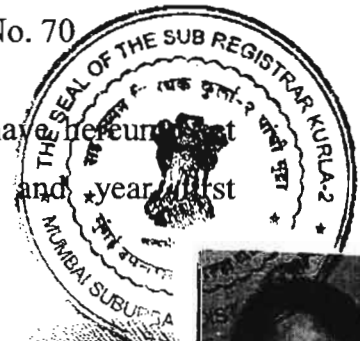
Initials of Developer: [Signature]



All that piece or parcel of land or admeasuring about 804.76 sq. meters, situated at Survey no. 229 and 267 (pt.), bearing CTS No. 12 (pt.), along with the building thereon housing 40 tenements, known as Nehru Nagar Om Co-Operative Housing Society Limited together with piece or parcel of land admeasuring 62.77 sq. mtrs. known as **File 220** Bit land adjacent to the property, situated, lying **Plot No. 70** Building No. 72, Nehru Nagar, Kurla (East), Mumbai - 400 024 and bounded as follows:

- On and towards the North by Building No. 73
- On and towards the South by 12.20 mt. wide road
- On and towards the East by Building No. 74
- On and towards the West by Building No. 70

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereabove written.



SIGNED, SEALED AND DELIVERED)
 by the within named Nehru Nagar Om Co-Operative)
 Housing Society Limited,)
 Through its office bearers)
 1) Ranjit M Sawant)



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Initials of Developer: [Signature]



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करल-२ (Chairman)		
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2) Mukesh J. Vora
(Secretary)

3) Vijay P Desai
(Treasurer)

who have been Authorized by Special General Meeting of the Society Held on 31st October, 2021

In the presence of...

1. Ramakant Thorwal
2. Deepak Khowe

SIGNED, SEALED AND DELIVERED

by the within named "DEVELOPER"

M/s. Ragahv Realty Developers

Through one of its authorised representative

Mr. Sudhanshu R. Agarwal

who has been Authorized by Partners Meeting

of held on 10 January 2022

In the presence of...

1. [Signature]
2. [Signature]

SIGNED SEALED AND DELIVERED

Initials of Members

1. VPD	2. [Signature]	3. APD	4. [Signature]	5. [Signature]	6. [Signature]	7. [Signature]	8. [Signature]
9. [Signature]	10. [Signature]	11. [Signature]	12. [Signature]	13. [Signature]	14. [Signature]	15. [Signature]	16. [Signature]
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25. JSB	26. [Signature]	27. [Signature]	28. [Signature]	29. [Signature]	30. [Signature]	31. [Signature]	32. [Signature]
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Initials of Developer: _____

AGREEMENT FOR SALE

THIS AGREEMENT (“**Agreement**”) is made and executed at Mumbai on this _____ day of _____ in the Christian Year Two Thousand Twenty Three (2023)

BY AND BETWEEN

M/S. RAGHAV REALTY DEVELOPERS, a partnership formed under the provisions of Indian Partnership Act, 1932, holding PAN no.ABEFR2586H and having its registered office at A-710, Crystal Plaza, Opp. Infinity Mall, New Link Road, Andheri West, Mumbai 400 053, through its authorized representative - Mr. Sudhanshu Ramavatar Agarwal, hereinafter referred to as the “**PROMOTER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present and future Partners, Designated Partners, their successor and permitted assigns) of **ONE PART**;

AND

[Person(s) and his/her/its details mentioned in the **SECOND SCHEDULE** hereto], hereinafter referred to as the “**ALLOTTEE/S**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, (i) in case of individual purchaser/s, his/her/their respective heirs, successors, executors, administrators and permitted assigns; (ii) in case of HUF, the members and coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, successors, executors and administrators of such last surviving member; (iii) in case of partnership firm, the partners for the time constituting the said firm, the survivors or survivor of them and their/his/her heirs, successors, executors and administrators; and (iv) in the case of a Company or an LLP, its successors in title and permitted assigns) of the **OTHER PART**;

[The Promoter and Allottee/s shall hereinafter individually be referred to as the “**Party**” and shall collectively be referred to as the “**Parties**”]

Initials of the Promoter

Initials of the Allottees

WHEREAS:

- A. Maharashtra Housing and Area Development Authority (hereinafter referred to as “MHADA”) being duly constituted with effect from 5th Day of December, 1977 under the Government Notification in the Public works and Housing Department No. ARD-1077 (1)/Desk-44 dated 5 December, 1977, the Maharashtra Housing Board, the earlier statutory Corporation established under the Bombay Housing Board Act, 1948 (“Board”) stood dissolved by the operation of Section 15 of the said Act;
- B. Under clause (a) and (b) of Section 189 of the Maharashtra Housing and Area Development Act, 1976, all the property rights, assets, liabilities and obligations of the said dissolved board including that arising under any agreement or contract have become the assets, properties, rights, liabilities and obligations of MHADA;
- C. The Board was *inter alia* seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring about 804.76 sq. meters, situated at Survey No. 229 and 267 (nt.) bearing CTS No. 12 (pt.), located Nehru Nagar, Kurla (East), Mumbai – 400 024 within the registration district and sub district of Mumbai Suburban being a part of the Nehru Nagar MHADA Layout (“Plot”);
- D. The Board constructed a building bearing Building No. 72 comprising of ground plus four upper floors comprising a total of 40 tenements on the said Plot (“Building No. 72”) to be allotted to the members of the lower income group for their residential purpose as per the low income housing scheme (“Scheme”) and accordingly, the Board allotted the same to individual persons as per provisions of the said Scheme;
- E. The 40 Allottee/s of the tenements in the said Building No.72 formed themselves into a Co-operative Housing Society known as “Nehru Nagar Om Co-operative Housing Society Ltd” which was duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/(W-L)/HSG/(OH)/1822/85-86 dated 06 May, 1986 (“Society”). The said Society has its Society office at Building No. 72, Nehru

Initials of the Promoter

Initials of the Allottee/s

Nagar, Kurla (E), Mumbai – 400 024. Each of the said 40 Allottee/s became the members of the said Society and are hereinafter individually referred to as the “**Existing Member**” and collectively as the “**Existing Members**”;

- F. By and under an Indenture of Lease dated 20th August 2015 executed by and between MHADA, therein referred to as “the Authority” of One Part and the Society herein, therein referred to as “the Society” of the Other Part (“**Deed of Lease**”), the said MHADA/Authority granted leasehold rights in respect of the said Plot to the said Society for a period of 60 years with effect from 1st January, 1968 and on other terms and conditions therein contained. The said Deed of Lease is duly registered with the Office of Sub Registrar of Assurances under No. KRL1/8853/2015;
- G. By and under a Deed of Sale dated 20th August 2015 executed by and between MHADA, therein referred to as “the Authority” of One Part and the said Society herein, therein referred to as “the Society” of the Other Part (“**Deed of Sale**”), the said MHADA sold, transferred and conveyed the said Building No. 72 constructed on the said Plot unto and in favour of the said Society for the consideration and on the terms and conditions as stated in the said Deed of Sale. The said Deed of Sale is duly registered with the office of the Sub Registrar of Assurances under registration no. KRL1/8854/2015;
- H. In terms of what is stated hereinabove, the said Society is seized and possessed of and is well and sufficiently entitled to the leasehold right, title and interest in the said Plot and ownership of the said Building No. 72 more particularly described in the **FIRST SCHEDULE** written hereunder. A copy of the Property Register Card of the said Plot is annexed hereto and marked as **Annexure “1”**. A copy of the layout plan showing the said Plot is annexed hereto and marked as **Annexure “2”**;
- I. In view of the age and condition of the said Building No. 72, the said Society deemed it desirable that the said Building No. 72 be demolished and a new building/s be constructed in place thereof by utilization of its optimum development potential inter alia to provide permanent alternate accommodation to the Existing Members free of cost on “Ownership Basis” subject to permission of the MHADA and all concerned statutory authorities and

Initials of the Promoter

Initials of the Allottee/s

compliance with the directive of the Ministry of Co-Operation, Marketing and Textiles, Government of Maharashtra vide circular No. CHS 2007/CR554/14-C dated 3 January 2009 issued under Section 79 (A) of the Maharashtra Co-Operative Societies Act 1960 and or any other applicable provisions of law;

- J. It was not considered viable to repair the said Building No. 72 and the Society decided to utilize the development potential of the said Plot to redevelop the entire Plot *inter-alia* by demolishing the said Building No. 72 and constructing a new building/s on the said Plot. However, Society being unable to raise funds required for such redevelopment and also lacking the expertise and skill for carrying out the work of redevelopment, the Society decided to appoint one SVS Gharkul Infraheights Pvt. Ltd and entered into a Development Agreement dated 28th March, 2016 (registered under sr. no.KRL4/4276/2016) (“Old Developer”). Power of Attorney dated 5th May, 2016 (registered under sr. no.KRL4/4277/2016) was also granted in favour of the Od Developer;
- K. The said Old Developer did not proceed with the development work and as such, the Society issued a termination letter dated 4th March, 2021 and also issued a public notice in the Free Press Journal Mumbai on 15th March, 2021 and Navshakti (Marathi) on 15th March, 2021, terminating the said Development Agreement dated 28th March, 2016 & Power of Attorney dated 5th May, 2016 ;
- L. The said Society in its Special General Meeting dated 31st October, 2021, in the presence of the authorized officer of the Dy. Registrar of Co-operative Societies, MHADA, Mumbai unanimously voted in favor of the Promoter herein and granted the rights to redevelop the said Building No. 72 *inter alia* by demolishing the said Building No. 72 and constructing a new building on the said Plot under Regulation 33 (5) of new DCPR Rules amended on 8 October, 2013 read with MHADA and MCGM rules and regulations as amended up to date. A copy of minutes of the said meeting dated 31st October, 2021 is annexed hereto and marked as **Annexure“3”**;
- M. The Deputy Registrar of Co-operative Societies, MHADA, Mumbai, by letter dated 28th December, 2021 confirmed that the Promoter was duly elected and appointed as the developer by the said Society and that the said Society had complied with all the terms and conditions under the guidelines dated 3rd

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January, 2009 for redeveloping the said Building No. 72. A copy of the said letter dated 28th December, 2021 is annexed hereto and marked as **Annexure “4”**;

- N. By Redevelopment Agreement dated 4th February 2022 executed by and between the said Society of the First Part, the Promoter herein (“Developer” therein) of the Second Part and Existing Members of the said Society of the Third Part (“**Development Agreement**”), the said Society granted development rights in respect of the said Plot to the Promoter with the permission to enter upon the said Plot, demolish the said Building No. 72 and construct a new building/s (“**New Building**”) thereon on the terms and conditions as contained in the said Development Agreement. The said Development Agreement is duly registered with the Joint Sub Registrar of Assurances at Kurla under Serial No. KRL2-1883-2022 on 4th February 2022;
- O. By virtue of the said Development Agreement, each of the said 40 Existing Members became entitled to a new apartment each in the said New Building and the Promoter became entitled to sell the balance Apartments and premises in the said New Building to third parties, who would be admitted as members of the said Society;
- P. MHADA has, vide its Offer Letter dated 29th December 2021 bearing Ref. No. CO/MB/REE/NOC/F-1362/3205/2021 READ WITH Revised Offer Letter dated 8th July, 2022 bearing Ref. No. CO/MB/REE/NOC/F-1362/696/2022 sanctioned the additional FSI permitted under Rule 33 (5) of the DCR as stated therein;
- Q. Vide No Objection Certificate dated 29th August, 2022 bearing Ref. No. CO/MB/REE/NOC/F-1362/2134/2022, MHADA granted its NOC and permission for the proposed redevelopment of the said Building No. 72 through utilization of FSI on the terms stated therein;
- R. Vide Intimation of Approval dated 30th August, 2022 bearing Ref. No. MH/EE/BP Cell/GM/MHADA-22/1164/2022, MHADA granted its approval for construction on the said Plot. A copy of Intimation of Approval (as amended till date, if any) is annexed hereto and marked as **Annexure “5”**;

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- S. MHADA has issued Commencement Certificate (“CC”) dated 1st March, 2023 bearing Ref. No. MH/EE/(BP)/GM/MHADA-22/1164/2023/CC/1/New (as amended till date) allowing the Promoter to commence construction of the said New Building on the said Plot. A copy of the said Commencement Certificate (as endorsed up to date) is annexed hereto and marked as **Annexure “6”**;
- T. The development/redevelopment undertaken by the Promoter in the manner aforesaid *inter alia* by demolishing the Building No. 72 standing on the said Plot and constructing thereon the said New Building is hereinafter referred to as the said “**Project**”. The term the said “**Project**”, wherever the same appears hereinafter, shall include without limitation, the entire project of construction of the said New Building and the other structures and the entire development of the said Plot;
- U. The re-development of the said Building No. 72, as contemplated by the said Development Agreement *inter alia* includes:
- (i) demolition of the said Building No. 72;
 - (ii) construction of the said New Building *inter alia* including the Existing Members’ apartments’, the Promoter’s apartments and Promoter’s car parking spaces by utilization of the Promoter area;
 - (iii) allotment and sale of the Promoter’s apartments’ and the Promoter’s car parking spaces on “Ownership Basis” for valuable consideration under the applicable provisions of law from time to time, and/or grant of leases, tenancies, licenses, and/or any other alienation or dispose of such Promoter’s apartments and Promoter’s parking spaces as the Promoter deems fit, at its sole discretion; and
 - (iv) admission, by the said Society, of the Allottees/Purchasers of Promoter’s apartments and Promoter’s car parking spaces, as members of the said Society.
- V. The Promoter presently proposes to construct on the said Plot the said New Building being one building having basement + stilt/ground + 19 (nineteen) upper floors to be named “**RAGHAV PARIJAT**”;
- W. The Promoter has obtained requisite approvals from the concerned local

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authority(ies) for the plans, specifications, elevations, sections and of the said New Building and shall obtain the balance approvals from various authorities from time to time, so as to obtain the occupancy certificate for the said New Building;

- X. While sanctioning the plans, approvals and permissions as referred to hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Plot and the said New Building and upon due observance and performance of which only, the occupation certificate in respect of the said New Building shall be granted by the competent authority;
- Y. The Promoter has entered into a standard agreement with Licensed Surveyor **Mr. Mehul Vaghela** registered with MCGM. The Promoter has appointed a structural engineer **Mr. Rupesh Choudhary** for the preparation of the structural design and drawings of the said New Building and the Promoter accepts the professional supervision of the Licensed Surveyor and the structural engineer till the completion of the said New Building;
- Z. The Promoter has obtained the Title Certificate dated 10th November, 2022 from M/s. Mukesh Jain & Associates, Advocates. The said Title Certificate is annexed hereto and marked as **Annexure "7"**;
- AA. The Promoter has applied for registration of the Project under the provision of the Real Estate (Regulation and Development) Act, 2016 ("**Act/RERA**") with the Real Estate Regulatory Authority; authenticated copy of the application is attached and marked **Annexure "8"** hereto ("**Real Estate Project**");
- BB. The Allottee/s has/have approached and applied to the Promoter for allotment of an apartment (out of the Promoter's Apartments) to the Allottee/s ("**Apartment**") along with covered (i.e. stilt/basement/ podium/ mechanically operated/stack) car park space ("**Car Park Space**") ('as applicable') (the Apartment and the Car Park Space shall as the context may permit hereinafter be collectively referred to as "**Allotted Premises**") and is more particularly described in **SECOND SCHEDULE** hereto. The "carpet area" means the net usable floor area of an apartment, and shall include exclusive balcony area,

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verandah area and exclusive open terrace (EBVT), if any and shall exclude the area covered by the external walls, areas under services shafts, , but includes the area covered by the internal partition walls of the Apartment. In this regard, the Allottee/s has/have, prior to the date hereof, demanded from the Promoter and the Promoter has given to the Allottee/s inspection of the documents and records relating to the said Project as well as plans, approvals and other documents as specified under RERA as required to be disclosed. The Allottee/s has/have satisfied himself/themselves/itself in respect thereof, including the title of the said Society to the said Plot and the Promoter's right to re-develop the said Building No. 72 and sell the Promoter's share of Apartments;

- CC. The total consideration payable by the Allottee/s to the Promoter for the said Allotted Premises is more particularly specified in Second Schedule hereto ("**Sale Consideration**"). Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum more particularly described in the **SECOND SCHEDULE** hereto as advance payment application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) for the Allotted Premises to be sold by the Promoter to the Allottee/s and the Allottee/s has/have agreed to pay to the Promoter, the balance of the Sale Consideration in the manner provided in the Second Schedule hereto;
- DD. As per Section 13 of the Real Estate (Regulation and Development) Act 2016, the Promoter is required to execute an Agreement for Sale of the Apartment with the Allottee/s, being in fact these presents and also to register the said Agreement for Sale under the Registration Act, 1908. The Stamp Duty and registration fees payable on this Agreement shall be borne and paid by the Promoter. All other costs, charges and payments if any shall be borne and paid by the Promoter and the Allottee/s shall take all necessary steps and co-operate with the Promoter in respect thereof failing which the Promoter shall not be responsible; and
- EE. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. **RECITALS TO FORM AN INTEGRAL PART OF THIS AGREEMENT:**

The Recitals, Schedules and Annexures contained herein shall form an integral and operative part of this Agreement and shall be deemed to be incorporated in the operative part as if the same are set out and incorporated herein verbatim.

2. **PROJECT DESCRIPTION:**

The Promoter is constructing the said New Building known as **RAGHAV PARIJAT**, presently comprising of basement + stilt/ground + 19 (nineteen) upper floors on the said Plot in accordance with plans, designs and sanctions as approved by MHADA as per IOA and CC annexed hereto subject to amendments made therein from time to time. **PROVIDED THAT** the Promoter shall have to obtain prior consent in writing of the Allottee/s as may be required by law, in respect of any variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities, or, due to change in law and/or as per any disclosure made to the Allottee/s by the Promoter.

3. **ALLOTMENT AND SALE CONSIDERATION:**

- 3.1. The Allottee/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agree(s) to sell to the Allottee/s, the Allotted Premises as per detailed particulars appearing in the **SECOND SCHEDULE** which is inclusive of the proportionate price of common areas and facilities appurtenant to the Allotted Premises in said New Building. A copy of tentative Typical Floor Plan showing the said Apartment is annexed hereto and marked as **Annexure "9"**. The Project Common Areas and Amenities that may be usable by the Allottee/s are listed in the **Third Schedule** hereto.

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- 3.2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered car park space bearing no..... situated at _____ stilt/basement/podium/mechanically operated/stack being constructed in the layout (“Car Park Space”).
- 3.3. The Apartment and the Car Park Space shall as the context may permit hereinafter be collectively referred to as “Allotted Premises” and is more particularly described in SECOND SCHEDULE hereto.
- 3.4. The Allottee/s has/have paid a sum as per **Second Schedule** (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) to the Promoter prior to the execution of this Agreement as advance/application fee towards purchase of the Allotted Premises and hereby agree(s) to pay to the Promoter, the balance amount of the Sale Consideration as per the payment schedule more particularly mentioned in the Second Schedule hereto.
- 3.5. It is clarified that the Sale Consideration shall be payable by the Allottee/s in the **Bank Account No.....** maintained with the **Bank, Branch (“Account”)**.
- 3.6. The Promoter shall intimate the Allottee/s of the completion of the construction of each stage in writing. The Allottee/s agree/s and confirm/s that the payment of instalments shall be made to the Promoter within a period 07 (seven) working days from the date of receipt of the aforesaid written intimation, without any delay or default, in terms of this Agreement, time for payment being of the essence of contract. The Promoter shall send such letter/notice demanding payment under certificate of posting, courier or email, which shall be sufficient for the Promoter to discharge its obligations under this clause. If the Allottee/s fails to make payment of any amounts in terms of this Agreement within the time as specified herein, the Promoter shall be entitled to recover and the Allottee/s shall be liable pay the same to the Promoter along with interest at the interest rate to be computed as provided in Clause 5.1 of this Agreement, on all delayed payments, for the period of delay. “Period of Delay” shall mean the date from which the amount became due till the date such amounts are fully and finally paid together with the interest thereon, if any. The Allottee/s hereby

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explicitly agree/s and confirm/s to pay to the Promoter, interest on all amounts which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement. All payments made by the Allottee/s shall first be adjusted against the outstanding interest amount, if any, then towards the principal amount and then towards Statutory Charges, if any. In addition to the Allottee's liability to pay interest on outstanding dues, the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee/s any dues whatsoever payable by the Allottee/s under this Agreement. The Allottee/s explicitly agree/s and confirm/s that the Allottee/s shall not be given physical possession of the Allotted Premises and that no right, title, interest and/or claim of the Allottee/s in the Allotted Premises shall pass to the Allottee/s until the entire Sale Consideration along with interest, if any, and all the amounts due under this Agreement are fully paid by the Allottee/s to the complete satisfaction of the Promoter.

- 3.7. Total Price above excludes Taxes (consisting of tax paid or payable by way of goods and services tax (GST), Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Apartment, under the provisions of the applicable law or any amendments thereto pertaining or relating to any amount payable under this Agreement and/or in respect of the Sale Consideration or any part thereof and/or on the transaction contemplated herein and/or in relation to sale of the Allotted Premises ("**Statutory Charges**") shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

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- 3.8. The payment of the Sale Consideration and the installments related thereto shall be subject to the deduction of tax ("TDS") as applicable from time to time. The Allottee/s shall deduct tax at source ("TDS") from the Sale Consideration as required under the Income Tax Act, 1961 and deposit the same with the Income Tax Authorities without any delay or demur. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee/s and the Allottee/s shall indemnify and keep the Promoter indemnified in respect thereof. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to deposit TDS as above, then, such loss shall be recovered by the Promoter from the Allottee/s. Provided that at the time of handing over the possession of the said Apartment, if any TDS certificate / challan is not produced, the Allottee shall pay equivalent amount as interest-free refundable deposit with the Promoter, which shall be refunded by the Promoter on the Allottee/s producing such challan/ certificate within 2 (two) months of possession. Provided further that in case the Allottee/s fails to produce such challan/ certificate within the stipulated period of 2 (two) months, the Promoter shall be entitled to appropriate the said deposit against the receivables from the Allottee/s.
- 3.9. The Sale Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation/demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 3.10. The Promoter may allow, in its sole discretion, at the request of the Allottee a rebate for early payment of installments payable by the Allottee/s by discounting such early payments. It is clarified that the Promoter, though,

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not liable to do, but may provide a rebate for early payments and the same may be decided by the Promoter on a case to case basis for the period for which the respective installment has been preponed.

- 3.11. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said New Building is complete and the Occupation Certificate is granted by MHADA, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s towards the Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the Apartment. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause, shall be made at the same rate per square feet as agreed hereinabove.
- 3.12. The Allottee/s authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertake(s) not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.
- 3.13. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

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- 3.14. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Project and handing over the Allotted Premises to the Allottee/s and the common areas to the said Society after receiving the occupancy certificate. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her/it and meeting the other obligations under this Agreement as per "**Payment Plan**" which is more particularly stipulated in the **Second Schedule** hereto subject to the simultaneous completion of construction by the Promoter as provided herein above.
4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project is **7693** sq. mtrs. square meters only and Promoter has planned to utilize Floor Space Index of **7693** sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of **7693** sq mtrs square meters as proposed to be utilized by them on the Plot in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 5.1 If the Promoter fails to abide by the time schedule for completing the Project and handing over the Apartment to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

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5.2 Without prejudice to the right of Promoter to charge interest in terms of sub-clause 5.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at their own option, may terminate this Agreement: Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and/or mail at the e-mail address provided by the Allottee, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of 10% of Sale Consideration as liquidated damages which shall be payable to Promoter) within a period of 30 (thirty) days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5.3 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the Allotted Premises are set out in **Annexure '10'**, annexed hereto.

5.4 The Promoter currently envisages that the New Building including Amenities shall be provided in the layout. Whilst undertaking the development of the Project to its full and maximal potential, there may be certain additions/modifications to the Project including amenities and/or relocations/realignments/re-designations/ changes, and the Allottee/s hereby consents and agrees to the same.

5.5 All materials including marble, granite, timber etc., contain veins and grains with tonality differences and though the Promoter shall pre-select such

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natural materials for installation in the Real Estate Project, their non-conformity, natural discoloration or tonal differences at the time of installation is unavoidable and the Promoter shall not be responsible and/or liable for the same and the Allottee/s shall not raise any claim(s) against the Promoter in this regard.

6. The Promoter shall give possession of the Apartment to the Allottee on or before If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 5.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of:

- (i) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7.1 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the Agreement shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agrees to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in

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writing within 7 (seven) days of receiving the occupancy certificate of the Project.

- 7.2 The Allottee shall take possession of the Apartment within 15 (fifteen) days of the written notice from the Promoter to the Allottee intimating that the said Apartment is ready for use and occupancy.
- 7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 8.1, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 If within a period of 5 (five) years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the Building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the parking space only for purpose of keeping or parking vehicle.
- 9.1 **Membership of the Society:**
- i. The Promoter hereby agrees, covenants, represents and declares that the Society has clear and marketable title to the said Plot and said Building No.72 mentioned in the First Schedule hereunder and the Promoter has power and authority to admit the prospective purchaser(s) of the Apartment as a new member/s of the said Society provided that the new member shall

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not have right to the corpus fund paid by the Promoter to the Existing Members and that the said Society shall, for the purpose of bringing parity of the new members with the Existing Members shall be entitled to demand pro-rata contribution of the Allottee towards the corpus which the Allottee shall be bound to pay.

- ii. The Promoter shall cause to submit application for membership of the Allottees to the 'Nehru Nagar Om Co-operative Housing Society Ltd.', being the existing co-operative housing society and request the said Society to induct the Allottee/s herein as member of the said Society as per the terms of the Development Agreement dated 4th February, 2022 executed between the said Society and the Promoter, whereby the said Society has given its consent and confirmation, for the Promoter right to construct a building on the said Plot and has agreed to admit and induct the third party flat/apartment purchasers as their member/s.
- iii. The Allottee/s agrees to sign and execute within 7 (seven) days all the necessary applications, forms, documents or deeds and/or papers and pay the membership fees as may be required for the purpose of becoming member of the said Society.
- iv. It is agreed that the Allottee/s shall be bound by the rules and bye-laws of the said Society which is already in existence. It is, however, expressly agreed that the right, title and interest of the Promoter in the Apartment shall be transferred, assigned in favor of the Allottee/s and the application for his membership of the said Society shall be submitted by the Promoter and only on condition that the Allottee/s and the other purchasers of the third party apartment purchasers strictly confirm to the terms and conditions of this Agreement and pay to the Promoter all the amounts due and payable under this Agreement.
- v. The Allottee is aware that it is a redevelopment project. The said Plot is owned by the Society and the Allottee shall be admitted as a member of the said Society as soon as it may become possible. The maintenance charges and other outgoings shall upon admission of the Allottee as member of the said Society shall be collected by the said Society on a pro rata basis which the Allottee shall be bound to pay.

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vi. The Allottee/s agrees and undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of every month in advance for that month and shall not withhold the same for any reason whatsoever. It is agreed that non-payment or default in payment of outgoings on time by the Allottee/s shall be regarded as a default on the part of the Allottee/s and shall entitle the Promoter to terminate and cancel this Agreement in accordance with the terms and conditions contained herein.

9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and Building/s. Until the Allottee is admitted as the member of the said Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs./- per month towards the outgoings.

10. The Allottee shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts:

- i. Rs..... /- (Rupees only) for share money application and Entrance fees of the Society);
- ii. Rs..... /- (Rupees only) for proportionate shares of taxes and other charges/levies in respect of the Society);
- iii. The Allottee/s shall, on or before delivery of possession of the Allotted Premises, pay to the Promoter such amounts as may have been paid by the Promoter towards any deposit for gas connection, electric, water meter and/or for any other purpose.

11. Representations and Warranties of the Promoter:

Initials of the Promoter

Initials of the Allottee/s

- i. The Promoter has clear and marketable title and has the requisite rights to carry out development upon the said Plot and also has actual, physical and legal possession of the said Plot for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- iii. There are no encumbrances upon the Plot;
- iv. There are no litigations pending before any court of law with respect to the Plot or the Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project and common areas;
- vi. The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Plot and the said Apartment, which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- ix. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent Authorities till the Occupation Certificate and thereupon shall be proportionately borne by the Society; and

Initials of the Promoter

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- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Plot) has been received or served upon the Promoter in respect of the said Plot and/or the Project.
12. The Allottee, with intention to bring all persons into whose hands the Apartment and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-
- i. to maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the New Building which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the New Building in which the said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities and Promoter;
 - ii. The Allottee/s agree(s) that he/she/it/they are aware that the Promoter is constructing the said Free Sale Building using "**Aluminum Form Technique**" and the Allottee/s shall not undertake any civil works, fit out works, repair or renovation of any nature whatsoever in the Allotted Premises which involves breaking of any walls, drilling of holes in walls, removal/installation of flooring or ceiling, bathroom works, kitchen works and/or any civil work not specifically mentioned herein without first submitting a detailed plan of the said works to be undertaken to the Promoter and obtaining its prior explicit written consent for the same;
 - iii. Availing a home loan facility is the sole discretion of the Allottee(s) herein, and the Developer shall facilitate to provide relevant document(s) in relation to the Project to enable him/her/them to avail such a loan. In the event of non-disbursal by such Bank/Non-Banking Financial Institution/any other financial institution, due to any reason whatsoever, the Allottee(s) hereby agree that he/she/they shall not delay in making payments against any demand raised by the Developer on such grounds against the booking of the flat. The Allottee(s) further agree that he/she/they shall not hold the Developer and/or any of its representatives

Initials of the Promoter

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responsible or accountable for delay of any nature/kind in disbursement by the Bank/NBFC/any other financial institution. The Allottees may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at their cost and responsibility. The Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottees will always remain bound to make payment of the Consideration, Statutory Charges and other amounts payable under the terms of this Agreement. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the Apartment on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottees shall not make such refusal/ delay an excuse for non-payment of any installments / dues to Promoter within stipulated time as per the Payment Schedule;

- iv. not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the New Building in which the said Apartment is situated, including entrances of the Building in which the said Apartment is situated and in case any damage is caused to the New Building in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
- v. to carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the New Building in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Apartment committing any act in contravention of the above provision, the

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Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

- vi. not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the New Building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the New Building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoter and/or the Society;
- vii. not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Plot and/or the New Building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- viii. not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Property in which the said Apartment is situated;
- ix. pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection in which the said Apartment is situated;
- x. bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or other Government and/or other public authority, on account of change of users of the said Apartment by the Allottee for any purpose other than for purpose for which it is sold;
- xi. The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up; and

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xii. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the said Apartment therein and for the observance and performance of the New Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

13. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and New Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Society.

15. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Apartment. Provided he Promoter shall be entitled to mortgage/securitize the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any

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persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated. Further provided that the Promoter shall be at full liberty to create mortgage on unsold units in favour of any lender without any recourse against the Allottee.

16. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement along with the payments due as stipulated herein, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever after deducting liquidated damages as per this Agreement.

17. ENTIRE AGREEMENT:

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

18. RIGHT TO AMEND:

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This Agreement may only be amended through written consent of the Parties.

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Building shall equally be applicable to and enforceable against any subsequent allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment, for all intents and purposes.

20. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

21. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.

22. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated

Initials of the Promoter

Initials of the Allottee/s

herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

23. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

24. The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

25. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Promoter: **M/s. RAGHAV REALTY DEVELOPERS**

Address: A-710, Crystal Plaza, Opp. Infinity Mall,
New Link Road, Andheri West, Mumbai – 400 053

Notified Email ID:

Name of Allottee:

Address:

Notified Email ID: _____

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the

Initials of the Promoter

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Allottee, as the case may be.

26. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

27. STAMP DUTY AND REGISTRATION:

The charges towards stamp duty and Registration of this Agreement shall be borne by the Promoter.

28. DISPUTE RESOLUTION:

Any dispute between Parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

29. GOVERNING LAW:

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts of Law in Mumbai will have the jurisdiction for this Agreement.

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FIRST SCHEDULE

All that piece or parcel of land or admeasuring about 804.76 sq. meters, situated at Survey no. 229 and 267 (pt.), bearing CTS No. 12 (pt.), along with the building thereon housing 40 tenements, known as Nehru Nagar Om Co-Operative Housing Society Limited together with piece or parcel of land admeasuring 62.77 sq. mtrs known as Tid-Bit land adjacent to the property, situated, lying and being Building No. 72, Nehru Nagar, Kurla (East), Mumbai - 400 024 and bounded as follows:

On and towards the North by	Building No. 73
On and towards the South by	12.20 mt. wide road
On and towards the East by	Building No. 74
On and towards the West by	Building No. 70

<<*This place is intentionally left blank*>>

Initials of the Promoter

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SECOND SCHEDULE

1. ALLOTTEES' PERSONAL DETAILS:

Name	
Constitution (individual/HUF/LLP/Company)	
Father's Name	
Nationality/Residential Status	
Age	
Address	
Email	
P.A. No.	
Aadhar Card No.	

2. DESCRIPTION OF ALLOTTED PREMISES:

Apartment details	
Apartment No.	
Floor No.	
Carpet Area (sq. mtrs.)	
Exclusive Balcony Carpet Area (sq. mtrs.)	
Parking space no.	

3. SALE CONSIDERATION FOR ALLOTTED PREMISES:

Rs. _____ /- (Rupees _____ only)

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4. SCHEDULE OF PAYMENT OF SALE CONSIDERATION:

Sr. No.	Stage of payment of Sale Consideration	Status	Amount (Rs.)	GST @ 5% (Rs.)	Total Amount (Rs.)
1.	Advance payment/ application fee				
2.	Casting of Plinth Slab				
3.	Casting of 1 st Slab				
4.	Casting of 5 th Slab				
5.	Casting of 9 th Slab				
6.	Casting of 13 th Slab				
7.	Casting of 17 th Slab				
8.	Within 7 days of offering possession.				
		TOTAL			

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THIRD SCHEDULE

List of Common Areas and Facilities

1. Society Office
2. Fitness Centre/Gym
3. Decorated Entrance Lobby
4. Recreation Area
5. Under Ground Water Tank
6. Elevators – 4 nos.
7. Common Terrace Area

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IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals to these presents the day and year first hereinabove written

SIGNED AND DELIVERED]

by the within named "PROMOTER"]

M/S. RAGHAV REALTY]

DEVELOPERS]

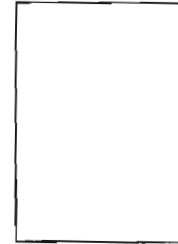
Through its Partner]

Mr. Sudhanshu Agarwal]

In the presence of:]

1.]

2.]



SIGNED AND DELIVERED]

By the within named ALLOTTEE/S]

_____]

_____]

In the presence of:]

1.]

2.]



Initials of the Promoter

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LIST OF ANNEXURES

ANNEXURE REFERENCE	PARTICULARS OF ANNEXURE
ANNEXURE "1"	Extract of the Property Register Card
ANNEXURE "2"	Layout plan of the said Plot
ANNEXURE "3"	Minutes of the SGM of Society dated 31 st October, 2021
ANNEXURE "4"	Letter of Dy. Registrar dated 28 th December, 2021
ANNEXURE "5"	Copy of Intimation of Approval (<i>as amended till date</i>)
ANNEXURE "6"	Copy of the said Commencement Certificate (<i>as endorsed up to date</i>)
ANNEXURE "7"	Copy of the Title Certificate
ANNEXURE "8"	Copy of MAHA RERA Certificate of Registration
ANNEXURE "9"	Tentative Apartment Floor Plan
ANNEXURE "10"	List of amenities in the Apartment

Initials of the Promoter

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Office of Deputy Chief Fire Officer (R-V)
Mumbai Fire Brigade
Mankhurd Command Center
Wadala Fire Station
Sector 7, Shaikh Mistry Dargah Road,
Antop Hill, Mumbai - 400 037

MUNICIPAL CORPORATION OF GREATER MUMBAI
MUMBAI FIRE BRIGADE

Office of the Dy. Chief Fire Officer -(R-V), Wadala Fire Station, Shaikh Mistry
Dargah Road, C.G.S. Colony, Opp. -MHADA Colony, Antop Hill, Wadala (East),
Mumbai -400 037.
Telephone No. 24132058, Fax No. 24153027.

No: FB/HR/RV/91

Date: 19/01/2022

Sub: Stipulating Fire-Protection measures & Fire-Fighting Safety requirements for the proposed construction of High-Rise Residential Building i.e. Re-development of Building No. 72, known as 'Priti Sagar C.H.S. Ltd.', bearing C.T.S. No. 12 (Pt.), of Village Kurla-3, situated as Nehru Nagar, Kurla (East), Mumbai -400 024, under regulation 33 (5), of D.C.P.R. 2034.

Ref: i) Online submitted by Mr. Mehul Vaghela, Licensed Surveyor for M/s. Creative Consultancy.
ii) Offline Submitted u/r. no. HR/RV/91 dated 07/01/2022.

Mr. Mehul Vaghela, L.S.
for M/s. Creative Consultancy,

This is Proposal for the Construction of High-Rise Residential Building, having Single Basement (-02.40 mtrs.) + Ground floor Part on stilt + 1st to 19th upper floors (19th Pt.), with a total height of 59.45 mtrs. measured from general ground level up to terrace level, as shown on enclosed plans.

➤ **The details of occupancy for the proposed High-Rise Residential Building, are as follows;**

Floors;	Occupancy per floor for Building;
Basement (-02.40 mtrs.)	For 01 Fire Pump room, 01 A.H.U. room, Underground water storage tank, Services & Utility area & Pit of Ground floor 03 Tier Stack car parking.
Ground floor part on stilt	For Entrance lobby with waiting area, 01 Electric meter rooms, 01 Space for Electric Sub-station, 01 D. G. Set, 01 Society office & Stilt for 03 Tier Stack car parking with pit (02 Above & 01 in Pit, -02.40 mtrs.)
1 st to 6 th , 8 th to 13 th & 15 th to 18 th floors.	For 08 nos. of Residential flats on each floor.
7 th & 14 th floor	For 06 nos. of Residential flats, Refuge area on each floor.
19 th floor (Pt.)	For 04 nos. of Residential flats, Fitness center & for Overhead water storage tank for firefighting.
Terrace.	Part terrace, open to sky.

[Handwritten signature]
15/01/2022

[Handwritten signature]
19/01/2022

The Proposed High-Rise Residential Building abuts on existing 12.20 mtrs. wide M. G. Road on South side.

➤ **The side open spaces around the High-Rise Residential Building, are as follows;**

Sides	From Building line to Plot Boundary at Ground Level.
North	03.60 mtrs. including Cantilever car parking.
South	03.00 mtrs. + 12.20 mtrs. wide existing M. G. Road.
East	06.00 mtrs.
West	03.60 mtrs. including Cantilever car parking.

➤ **Details of Staircase & Lifts for High-Rise Residential Building are as follows;**

Nos. of Staircase	Type of staircase	Staircase Width	Staircase Description
01	Enclosed (Naturally ventilated)	01.50 mtrs.	Leading from Basement level to Terrace level. (Terminated at Ground level).
Nos. of Lifts	Type of Lifts		Lift Description
04	02 Passenger Lifts	02 Fire Lifts	Leading from Ground level up to Top habitable floor level.
The staircase is externally located & adequately ventilated to the outside air, similarly, the lift lobbies / common passages are externally located & adequately naturally as well as mechanically ventilated with outside air			

➤ **The Refuge areas provided for proposed High-Rise Residential Building,**

Refuge Floor	Refuge area in sq. mtrs.		At the Height of Refuge area in mtrs.
	Required	Proposed	
7 th floor.	113.03 sq. mtrs.	114.54 sq. mtrs.	mtrs.
14 th floor.	91.06 sq. mtrs.	92.47 sq. mtrs.	mtrs.
In addition to that terrace of the building will be treated as refuge area. E.E.(S.R.A.) shall verify the refuge area calculation & Excess refuge area shall be counted in F.S.I.			

➤ **The proposal has been considered favorably in view of the facts that;**

1. The Proposed High-Rise Residential Building abuts on 12.20 mtrs. wide existing M. G. Road on South side, which is well accessible for firefighting in case of emergency.
2. This is Re-Development of existing tenant under 33(5) schemes of D.C.R. 1991.
3. 01-hour FRD for Flat entrance & Half an hour for Kitchen doors (if provided), & 02 hours fire resistance shall be provided for all Amenity room i.e. Electric meter rooms, Society office, Fitness center, Lift machine rooms, Pump room entrance doors, Staircase doors.
4. The fire resistance rating for staircase F.R.D., lift lobby / protected lobby &

the lift doors shall be as per N.B.C. Provisions.

5. Corridor passages & lift lobbies are naturally as well as mechanically ventilated.
6. A.V.S. shall be connected to an independent circuit.
7. Due to restrictions from Civil aviation NOC, Architect has proposed over-head water tank on 19th floor (pt.) floor.
8. The architect has provided 1.2 mtrs. parapet wall with security features.
9. The Automatic sprinkler system shall be provided in each habitable room of each flat, in Society office, Fitness centers, in lift lobby / common passage at each floor level, entire ground floor stilt car parking premises of the building.
10. Automatic smoke detection system shall be provided in Electric meter rooms, lift machine rooms, society office, fitness centers as well as in Electric shaft at every floor level with response indicator & same should be connected to main console panel on ground floor of the building, as per I.S. Specification.
11. In electrical shafts, shall be provided with electrical cables of low smoke hazard type & fire resistant. Automatic Smoke detection system incorporate with response indicator shall be installed in electric duct on each floor level & same shall be sealed with 02-hour fire rating vermiculate cement.
12. Feasible active & passive fire-protection & fire-fighting requirements or any additional fire recommendation / requirements if any for proposed building will be recommended in future from Mumbai Fire Brigade Officer before final occupation.

The Architect is requested to ensure & verify civil work, interior work & all other requirements pertaining to Civil Engineering side including open spaces, electric shaft & other ducts, common corridors, enclosed staircases, doors, windows, civil work of the entire building, emergency lighting, height & floor occupancy of the building etc., as per building plans.

In view of the above, as far as this Department is concerned, there would be no objection for the Construction of High-Rise Residential Building, having Single Basement (-02.40 mtrs.) + Ground floor Part on stilt + 1st to 19th upper floors (19th Pt.), with a total height of 59.45 mtrs. measured from general ground level up to terrace level, as shown on the submitted enclosed plans, signed in token of approval, subject to satisfactory compliance of the following requirements;

1. ACCESS:

- i. There shall be a compound wall on 12.20 mtrs. wide existing M. G. Road on South side of the building.
- ii. There shall not be any of the trees obstructing maneuvering of fire appliances.
- iii. All access & fire tender access should be free of encumbrances.

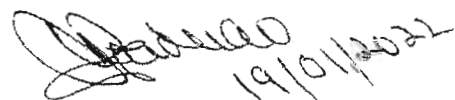
2. COURTYARDS:

- i. The available courtyards / open space, paved R.G. on all the sides of the building shall be paved, suitably to bear the load of fire engines with point load of 10 kgs. / sq. cms.
- ii. All the courtyards shall be in one plane & mandatory open space shall be clear of any obstructions including tree.
- iii. The courtyards shall be kept free from obstruction at all times.

3. STAIRCASE:

- i. The layout of the staircase shall be as shown in the plan throughout its height.


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- ii. The flight width of the staircase shall not be less than 01.50 mtrs. throughout its height.
- iii. Permanent vent at the top equal to 5% of the cross-sectional area of the staircase shall be provided.
- iv. Open able sashes or R.C.C. grills with clear opening of not less than 0.5 sq. mtrs. per landing on the external wall of the staircase shall be provided.
- v. Nothing shall be kept or stored in staircase / corridor / passage.

The staircase door at terrace shall be provided in the following manner:

- i. The top half portion of the doors shall be provided with louvers.
- ii. The latch-lock shall be installed from the terrace side at the height if not more than 01 mtrs.
- iii. The glass front of 6-inch diameter with the breakable glass shall be provided just above the latch lock, so as to open the latch in case of an emergency by breaking glass.
- iv. The door shall either be fitted with magnetic lock connected to console & detection system or shall be synchronized with fire detection & alarm system.

4. BASEMENT, (-02.40 mtrs.):

- i. The slab of the basement beyond the building line shall be designed to bear vehicular load of 48 metric tons & point load of 10 kgs/ cm².
- ii. The basement shall be used for designated purpose only. Vents with cross, sectional area (Aggregate) not less than 2.5 percent of the floor area shall be provided in the form of cut outs / grills or breakable stall boards lights or pavementlights or by way of shafts.
- iii. All the staircases of the basement shall be of enclosed type & entry to basement areas shall be through 02-hour fire resistance self-closing door provided in the enclosed wall of the staircase and through cut off lobby.
- iv. Exhaust duct shall be provided to draw out exhaust at ground level of the basement.
- v. Suitable signages shall be provided in the basement showing exit direction, way to exits etc.
- vi. The proposed wet risers shall be extended to the basement.
- vii. Automatic sprinkler system shall be provided in basement areas. These systems shall be installed as per the standard laid down by T.A.C & relevant I.S. specifications.
- viii. Access to these zones shall be by 02 hours fire resistant door with automatic closing device in case of fire.

5. CORRIDOR / LIFT LOBBY:

- i. The common corridor / lift lobby at each floor level shall be kept free from obstructions at all times.
- ii. Self glowing / fluorescent exit signs in green color shall be provided showing the means of escape for entire building.
- iii. Portable lights / instant lights shall be provided at strategic locations in the staircase as well as Common Corridors / Lift lobbies / Common Passages.

6. STAIRCASE AND CORRIDOR LIGHTINGS:

- i. The Common Corridors / Lift lobbies / Common Passages lighting shall be on separate circuits & shall be independently connected so that they could be operated by one switch installation on the ground floor control room easily

accessible to fire fighting staff at any time irrespective of the position of the individual control of the light points, if any.

- ii. Common Corridors / Lift lobbies / Common Passages lighting shall also be connected to alternate power supply.

7. ESCAPE ROUTE FROM FLAT, ROOM TO STAIRCASE:

- i. Corridor / lift lobby at each floor level shall be ventilated to the outside air as shown on the plan.
- ii. The common corridor / lift lobby at each floor level shall be kept free from obstructions at all times.
- iii. Permanent ventilation to corridor / lift lobby / staircase area shall not be bricked up or closed at any time in the future.

8. ENTRANCE DOORS:

- i. 01-hour FRD for Flat entrance & Half an hour for Kitchen doors (if provided), & 02 hours fire resistance shall be provided for all Amenity room i.e. Electric meter rooms, Society office, Fitness center, Lift machine rooms, Pump room entrance doors, Staircase doors.
- ii. The fire resistance rating for staircase F.R.D., lift lobby / protected lobby & the lift doors shall be as per N.B.C. Provisions.

9. ELECTRIC CABLE SHAFT / DUCT & METER ROOM:

- i. Electric cable shaft / duct shall be exclusively used for electric cables & should not open in staircase enclosure.
- ii. Inspection doors for shaft / duct shall have 02 hours fire resistance.
- iii. Electric shaft / duct shall be sealed at each floor level with non-combustible materials such as vermiculite concrete. No storage of any kind shall be done in electric shaft.
- iv. Electric wiring / cable shall be non-toxic, non-flammable, low smoke hazard having copper core / fire resistance for the entire building with provision of E.L.C.B. / M.C.B.
- v. Electric Meter Rooms shall be provided at ground floor & shall be adequately ventilated & easily accessible.
- vi. Low & medium voltage wiring running in shaft / duct & in false ceiling should run in separate shaft / duct.
- vii. Electric wiring shall be having copper core having the fire resistance & low smoke hazard cables for the entire building, with the provision of E.L.C.B. / M.C.B. Low & Medium voltage wiring running in shaft & in false ceiling should run in separate conduits.
- viii. Water mains, telephone lines, intercom lines, gas pipes or any other service line should not be laid in the shaft / duct for electrical cables, use of bus bar / solid rising mains instead of cables is preferred.
- ix. Automatic smoke detector system shall be provided in each electric shaft / duct on each floor along with response indicator which shall be connected to main console panel board on ground floor level & each floor level.
- x. Master switches controlling essential service circuits shall be clearly labeled.
- xi. Water mains, Telephone lines, Intercom lines, Gas pipes or any other service line should not be laid in the duct for electrical cables, use of bus bar / solid rising mains instead of cables is preferred.

10. ELECTRIC SUB-STATION (DRY TYPE):

- i. Only Dry Type Electric Sub-Station / Transformers shall be installed.

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- ii. Electric substation shall be enclosed with brick masonry wall having 04 hrs. fire resistance with provision of 2 hours fire resistance door & proper ventilation shall be made at upper level.
- iii. Entire Installation of electric Sub-Station including Switchgear Room, Capacitors, and Transformer etc. shall be conforming to the Indian Electrical Act. & Ruled framed there under.
- iv. Electric cables & wiring shall be of halon free fire-resistant type, low smoke, non-toxic & non-black smoke type with copper core for the entire substation with provision of E.L.C.B. / M.C.B.
- v. Adequate ventilation shall be provided for transformer. within the building.
- vi. The capacity of the Sub-station shall be as per BEST / ADANI's requirements.
- vii. The pipe/trench connecting the catch pit from each of the transformer shall be of non-combustible construction & shall be provided with flame arrestor.
- viii. Cable trenches shall be filled with sand, pebbles or similar non-flammable materials and covered with incombustible slabs. If a number of cables are taken in a trench, it is desirable that cables are taken on the racks. Electrical cable laid in the cable trenches shall be coated with fire retardant material.
- ix. Automatic built-in circuit breakers shall be provided in the transformers.
- x. Transformers shall be suitably insulated & shall be designed for continuous operation at rated K.V.A. at the secondary terminal under the prevailing service condition at a higher rated voltage.
- xi. All transformers shall have suitable isolating equipment on high & low / medium tension side.
- xii. The pipe / trench connecting the catch pit from each of the transformer shall be of non-combustible construction and shall be provided with flame arrestor.
- xiii. Electrical cable laid in the cable trenches shall be coated with fire retardant material.
- xiv. Protective screens made up of non-combustible material shall be installed around each transformer, which will come into operation automatically on actuation of fire detection system.
- xv. Overriding manual control should be incorporated while designing the system so that in case re-ignition occurs further charges can be released into the space as required.
- xvi. The Electric Sub-Station area shall be kept prohibited & no unauthorized person shall be allowed to enter in the area.

11. D.G. SET:

- i. D.G. Set with appropriate change over switch shall be provided for fire pumps, sprinkler pump, booster pump, staircase & corridor lighting circuits, manual fire alarm system & Fire lift.
- ii. Proposed D.G. Set room shall be provided with acoustic enclosure for safe operation.
- iii. Entire installation of D.G. Set shall be conforming to the Indian Electrical Act. / Rules & Practice.
- iv. A deep tray shall be kept under the fuel tank of the D.G. Set to collect the spillage & same shall be disposed-off daily without fail.
- v. Cable in the cable trenches shall be coated with fire retardant material.
- vi. Electrical wiring shall be having copper core having the fire resistant & low smoke hazards cables for the entire building with the provision of E.L.C.B. / M.C.B.

- vii. Adequate air & ventilation for switchgear room is essential to prevent condensation of moistures.
- viii. The capacity of the D.G. Set shall be 500 K.V.A. or as per project requirements.
- ix. D.G. Set shall be properly grounded.
- x. Exhaust of D.G. Set shall not be directed in to the Exit / Entrance of any adjoining structure.
- xi. Sand bed R.C.C. pedestal of 6 inches thickness shall be provided below D.G. Set.
- xii. Electrical cable of D.G. Set shall be F.R.L.S. type.
- xiii. Adequate quantity of diesel shall be stored in its original container near D.G. Set, away from electrical switches of source of ignition.
- xiv. Automatic built-in circuit breaker shall be provided to the D.G. Set.
- xv. Rubber pad shall be provided to the D.G. Set for absorbed vibrations if any.
- xvi. The D.G. Set area shall be kept prohibited & no un-authorized shall be allow to enter the area.
- xvii. Structural stability of the building regarding absorption of the vibration of D.G. Set shall be checked by Structural Engg. Before installation of the D.G. Set.
- xviii. 02 nos. of Foam type fire extinguisher of 09 ltrs. capacity each with I.S.I. Certification mark coupled with 04 nos. of sand buckets filled with dry, clean sand shall be kept at the entrance of the D.G. Set room / cabin premises.

12. LIFTS:

PASSENGER LIFT:

- i. Walls enclosing lift shaft shall have a fire resistance of not less than 02 hour.
- ii. Shafts shall have permanent vent of not less than 0.2 sq. mtrs in clear area immediately under the machine room.
- iii. Landing doors & lift car doors of the lifts shall be of steel shuttered with fire resistance of 01 hour. No collapsible shutter shall be permitted.
- iv. Fire lift shown in the plan shall be as per specifications laid down under the regulations, a toggle switch shall be provided to this lift for the use of Firemen.
- v. Threshold of non-combustible material shall be provided at the entrance of each landing door.
- vi. 02 nos. of lifts shall be converted in to Fire lifts.

FIRE LIFT:

- i. Walls enclosing lift shafts shall have 02 hours fire resistance.
- ii. The shafts shall have permanent vent equal 0.2 sq.mtr. clear area under the Lift Machine room.
- iii. Landing doors & lift car doors shall be of steel shuttered type with 01 hour fire resistance. No collapsible shutters shall be provided.
- iv. To enable fire services personnel to reach the upper floor with the minimum delay, one fire lift shall be provided & shall be available for the exclusive use of the firemen in an emergency & the directly accessible to every dwelling of each floor.
- v. The lift shall have a floor area of not less than 01.40 sq. mtrs. with a minimum dimension of 01.12 mtrs. It shall have loading capacity of not less than 545 k.g. (08 Persons lift) with automatic closing doors.

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- vi. There shall be an alternate electric supply of an adequate capacity apart from the normal electric supply the building & the cables run in a route safe from fire, i.e. within the lift shaft. In case of failure normal electric supply, it shall automatically trip over to alternate supply.
- vii. The operation of fire lift should be by a simple toggle or two button switch situated in glass-fronted box adjacent to the lift at the entrance level. When the switch is on, landing call points will become inoperative & the lift will be on car control only or on priority control device. When the switch is off, the lift will return to normal working. This lift can be used by the occupants in normal times.
- viii. The words '**Fire lift**' shall be conspicuously displayed in florescent paint on the lift landing door at each floor level & Threshold of non combustible material shall be provided at the entrance of each landing door.
- ix. 02 nos. of lifts shall be converted into Fire Lifts conforming to relevant regulations.

13. STACK CAR PARKING WITH PIT:

- i. Structural design: The SA-FAMCP shall be constructed of structural steel construction.
- ii. Vertical deck separation for SA-FAMCP having multi- car parking levels, vertical separation between upper & lower decks by using the non-perforated & non-combustible materials. (Structural steel plate) shall be provided. This is to minimize direct impingement of flame to the car in the upper deck & also to prevent dripping of any possible leaking fuel to the lower deck.
- iii. Stack car parking shall be protected with automatic sprinkler system.
- iv. Elements of the stacked car parking structure shall have 01-hour fire resistance.
- v. Parking area shall be accessible by trained staff when carrying out the maintenance work.
- vi. The parking system is to be ceased during the maintenance operation.

14. FALSE CEILING, (if provided):

False ceiling if provided in the building shall be of non-combustible material. Similarly, the suspenders of the false ceiling shall be of no combustible materials.

15. MATERIALS FOR INTERIOR DECORATION / FURNISHING, (if provided):

The use of materials which are combustible in nature & may spread toxic fume / gases should not be used for interior decoration / furnishing, etc.

16. FIRE-FIGHTING REQUIREMENTS:

a) Underground Water Storage Tank:

The Underground water storage tanks of 2,00,000 liters capacity for shall be as per the design specified in the rules with baffle wall & fire brigade collecting breaching. The layout of which shall be got approved from H.E.'s Department prior to erection. The tank shall be connected to sprinkler system. The tank shall be provided in such a manner that its manholes are accessible to fire appliances. The tank shall be flushed with the courtyards & the roof slab of the tank shall be reinforced suitably to bear the load of fire engines weighing up to 48 m. tones each with a point load of 10 kgs./sq. cms.

b) Overhead Water Storage Tank:

A tank of 30,000 liters capacity shall be provided at 19th part floor. The design & layout shall be got approved from H.E.'s Department prior to erection. This tank shall be connected to the wet riser through a booster pump through a non-return valve & gate valve.

c) Wet Riser-Cum-Down Comer:

Wet riser of internal diameter of 15 cms. of G.I. 'C' class pipe shall be provided with twin hydrant outlet & hose reel on each floor of the building & same shall be extended upto terracc level of the building as shown on the plan. Pressure reducing discs or orifices shall be provided at lower level so as not to exceed the pressure of 5.5 kgs/sq.cm. A fire service inlet on the static tank directly fronting courtyards shall be provided to connect the mobile pump of the fire service to wet riser & sprinkler system & same shall be extended to the basement level.

d) Fire Service Inlet:

- i. A fire service inlet on the external face of the building near the tank directly fronting the courtyards shall be provide to connect the mobile pump of the fire service to (a) The Wet riser (b) Sprinkler system.
- ii. Breeching connection inlet shall be provided to refill U.G. tank.
- iii. Operating switches of fire pumps shall be also provided in glass fronted boxes at ground floor.

e) Automatic Sprinkler System:

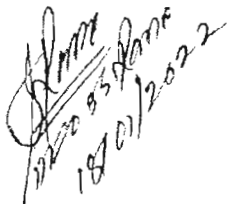
Automatic sprinkler system shall be provided in each habitable room of each flat, in Society office, Fitness centers, in lift lobby / common passage at each floor level, entire ground floor stilt car parking premises of the building, as per I.S. specification.

f) Automatic Smoke Detection System:

Automatic smoke detection system shall be provided Electric meter rooms, lift machine rooms, society office, fitness centers as well as in Electric shaft at every floor level, & at junction box of electric shaft at each floor level with response indicator & same should be connected to main consol panel on ground floor, as per I.S. specification.

g) Fire Pump, Booster Pump, Sprinkler Pump & Jockey Pump:

- i. Wet-riser cum down comer shall be connected to a fire pump at ground level of capacity of not less than 2400 liters / min. capable of giving a pressure of not less than 3.2 kgs. / sq. cms. at the top most hydrant.
- ii. Booster pump of 900 liters/min. capacity giving a pressure of not less than 3.2 kgs. / sq. cms. at the top most hydrant out let of the wet-riser shall be provided at the terrace level.
- iii. Sprinkler pump of suitable capacity along with jockey pump shall be provided for automatic sprinkler system.
- iv. Electric supply (normal) to these pumps shall be independent circuit.
- v. Operating switches for booster pumps shall be also provided in glass fronted boxes in lift lobbies on each floor at prominent place.


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- vi. Operating switches of fire pumps shall be also provided in glass fronted boxes at ground floor.
- vii. Only surface mounted pump or vertical turbine pumps shall be installed for fire-fighting installation with adequate size pump room. Operating switches for all pumps shall be also provided in glass fronted boxes in ground floor.

h) Courtyard / External Hydrants:

Courtyard / External Hydrants shall be provided at distance of 30.00 mtrs each within the confines of the site of the wet riser-cum-down comer. Hose box with two non-percolating I.S.I. marked hoses (length not less than 15.00 mtrs.) & branch shall be equally distributed at ground floor near the wet riser outlet.

i) Hose & Hose Boxes:

01 Hose Box, each with 02 non-percolating I.S.I. marked hoses (length not less than 15.00 mtrs. & dia. 63 mm.) & branch shall be equally distributed on ground floor, as well as on each floor near the hydrant outlet.

j) Alternate Source of Power Supply:

An alternate source of L.V. / H.V. supply from a separate sub-station or from a diesel generator with Auto / Manual changeover over switch shall be provided for Fire pumps, Booster pump Sprinkler pump, Jockey pump, Staircase & Corridor lighting circuits & Fire alarm system, Detection system, Public address system, etc. It shall be housed in separate cabin.

k) Portable Fire Extinguishers:

- i. 01 Nos. of Dry chemical powder type fire extinguishers of 09 Kgs. capacity having I.S. certification mark & 02 bucket filled with dry clean sand shall be kept nearby Electric Sub-station, Pump room as well as in Lift machine rooms.
- ii. 01 no. of Dry chemical powder (ABC Type) of 09 kgs. capacity having BIS certification mark & Automatic Modular type fire extinguisher of 05 kgs. capacity having BIS certification mark & 02 nos. of buckets filled with dry, clean sand shall be kept near Electric meter cabin premises.
- iii. 01 No. of Dry chemical powder type fire extinguishers of 09 Kgs. capacity having I.S. certification mark & 02 bucket filled with dry clean sand shall be kept at each 100.00 sq. mtrs. entire car parking premises of the building
- iv. 01 Nos. of Dry chemical powder type fire extinguishers of 09 Kgs. capacity having I.S. certification mark shall be kept at each 100.00 sq. mtrs. entire Society office, Fitness center premises of the building.
- v. 01 No. of Dry chemical powder type fire extinguishers of 09 Kgs. capacity having I.S. certification mark shall be kept at each 100.00 sq. mtrs. on each floor level.

L) Fire Fighting Requirements at The Construction Stage of Building:

Following fire protection arrangement shall be provided with the following fire protection measures shall be provided & same shall be maintained in good working condition at all the times.

- i. Dry riser of minimum 15 cm diameter pipe with hydrant outlets on the floor constructed with fire service inlet to boost the water in the dry riser & maintenance should be in accordance with good practice.

- ii. Drums of 2,000 liters capacity filled with water & two fire buckets shall be kept of each floor for every 100.00 sq. mtrs area.
- iii. Water storage tank of minimum 20,000 liters capacity shall be kept at site ready to use in case of emergency, which may be used for other construction purpose also.

m) Fire Alarm System:

The building shall be provided with manual fire alarm system with main control panel at ground floor level & pull-boxes & hooters at each upper floor level. The layout of fire alarm system shall be in accordance with I.S. specification.

n) Evacuation / Emergency Exit Route Plan:

Evacuation / Emergency exit route plan framed in glass shall be displayed in the common corridor, cross passages, staircase / lift lobbies of each floor level.

o) Public Address System:

Building shall be provided with the public address system in common areas with main control panel at ground floor reception area.

p) Fire Drills / Evacuation Drills:

Fire Drills / Evacuation Drills shall be conducted regularly in accordance with fire safety plan of building at least once in a three month in consultation with Mumbai Fire Brigade & log of the same shall be maintained.

q) Signages:

Self-glowing / fluorescent exit signs in Green color shall be provided showing the means of escape.

r) Trained Security Guards:

The Trained Fire / Security Supervisor along with trained staff having basic knowledge of fire-fighting & fix fire-fighting installation shall be provided / posted in the building.

s) Panel Board of Fire Fighting Requirements:

Fire alarm system, Automatic sprinkler system, Automatic smoke detection system, Public address system, alternate supply, etc. panels shall be installed on ground floor.

17. REFUGE AREA:

Refuge area provided as shown in plan & shall be conforming to the following requirements:

A. Manner of refuge area:

- i. The refuge area shall be so located that it shall preferably face the wider open space on the side of the building perpendicular to the main access road.
- ii. The refuge area shall be provided with railing / fire rated glass / parapet of 01.20 mtrs.

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- iii. The refuge area shall have a door which 'shall be painted or fixed with a sign in luminous paint mentioning "REFUGE AREA".
- iv. The lift/s shall not be permitted to open into the refuge areas.
- v. The refuge area provided within building line shall be accessible from common passage/ staircase.

B. Use of refuge area:

- i. The refuge area shall be earmarked exclusively for the use of occupants as temporary shelter and for the use of Fire Brigade Department or any other organization dealing with fire or other emergencies when occur in the building and also for exercises / drills if conducted by the Fire Brigade Department.
- ii. The refuge areas shall not be allowed to be used for any other purpose & it shall be the responsibility of the owner / occupier to maintain the same clean & free of encumbrances & encroachments at all times.
- iii. Adequate emergency lighting & drinking water facility shall be provided.

C. Terrace floor as a refuge floor:

- i. The necessary facilities such as emergency lighting, drinking water etc shall be provided.
- ii. The access door from the enclosed staircase's to the terrace floor shall have louvers at top half portion of the door. The entrance doors to the terrace shall be painted or fixed with sign painted in luminous paint mentioning "REFUGE AREA".

18. ELEVATION FEATURE:

As shown on plan, elevation feature / treatment shall be given as per the M.C.G.M. guidelines, D.C.P.R. -2034 & Circular u/r. no. Ch. Eng./D.P./30449/Gen. dated 03/01/2017 & Ch. Eng./D.P./110/Gen. dated 30/01/2020.

19. TREE CUTTING (If any):

Trees falling before entrance gates shall be cut, while trees falling within the compulsory open space/courtyard shall be either transplanted or to be cut as may be found feasible by the Supdt. of Garden.

➤ **Scrutiny Fees & Fire Service fees paid for said proposal as follows;**

C.F.C. / SAP Receipt Nos.	Challan/Receipt No.	Dated	Gross Built-up area	Scrutiny fees (Rs.)	Remark
1004246133	171477/78/79	17.01.2022	9270.86 sq. mtrs.	6,10,000	Paid.
C.F.C. / SAP Receipt Nos.	Challan No.	Dated	Gross Built-up area	Fire Service fees (Rs.)	Remark
1004245982	1714260/61/62	17.01.2022	9270.86 sq. mtrs.	1,39,500	Paid.

However, E.E. (MHADA) E.S. is requested to verify the total built-up area & inform this Department, if the same is found to be more for the purpose of levying additional Scrutiny fees, if required.

Notes:

1. The Fire-Fighting installation shall be carried out by Govt. of Maharashtra Approved Licensing Agency.
2. The width of abutting road & Open spaces is mentioned in plans as submitted by the Architect / Licensed Surveyor attached herewith & these parameters shall be certified by the Architect / Licensed Surveyor.
3. E.E. (MHADA) E.S. shall examine the proposal in context with the relevant Regulations of D.C.P.R. -2034.
4. The Schematic Drawings / Plans of Automatic sprinkler system, Automatic smoke detection system, Wet riser system, Manual fire alarm system shall be got approved from C.F.O.'s Department.
5. The area, size, etc. for the Sprinkler system, Detection system, Fire alarm system, Wet riser system, Fire duct, Electrical duct etc. to be verified & examined by M.E.P. Consultant.
6. Separate necessary permission for any Licensable Activity shall be obtained from Concerned Authorities of M.C.G.M. / C.F.O.'s Department, till then shall not be allowed to use.
7. Necessary permission shall be obtained from Ex. Eng. Traffic.
8. Necessary ventilation required to the basement shall be verified by MHADA before granting further permissions in context of DCPR-2034. Necessary permission shall be obtained from Ex. Eng. Traffic.
9. Necessary ventilation required to the basement shall be verified by MHADA before granting further permissions in context of DCPR-2034.
10. There shall be no any tree located in the compulsory open spaces or in the access way near the entrance gates.
11. This recommendation letter is issued only from Fire- application from Architect / Licensed Surveyor. If any matter pertaining to authenticity or legality shall be cleared by concerned Owner / Occupier / Developer / Architect / Licensed Surveyor etc.
12. The plans approved along with this approval are issued from Fire Risk & Life Safety point of view only. Approval of these plans does not mean in any way of allowing construction of the building. It is Architect / Licensed Surveyor / Developers responsibility to take necessary prior approval from all concerned competent authorities for the proposed construction of the building.
13. As per Section 3 of Maharashtra Fire Prevention & Life Safety Measures Act. 2006, it is the liability of Owner / Occupier to provide the Fixed Fire-Fighting installations & shall be maintained in good working order & in efficient condition all the time, in accordance with the provisions of Maharashtra Fire Prevention & Life Safety Measures Act. or the Rules.
14. Architect / Licensed Surveyor has directly submitted document & plans to this Department for obtaining Recommendation letter of Fire Safety measures but all the documents & plans should be scrutinized by E.E. (MHADA) E.S. & get it conformed, if anything wrong, refer back to this Department & Actual width of Access Road in plot / layout shall be scrutinized.
15. The Architect has shown 12.20 mtrs. wide existing M. G. Road on South side, as shown on plan, if at the time of fire safety compliance, the said road is not constructed on site, then fire safety compliance shall not be issued.

16. This approval is issued without prejudice to legal matters pending in court of law, if any.



Scrutinized & Proposed by
Div. Fire Officer.



Verified & Approved by
Dy. Chief Fire Officer.

Copy To: Executive Engineer (MHADA) E.S.