

509/467

पावती

Original/Duplicate

Tuesday, January 09, 2024

नोंदणी क्र. :39म

7:13 PM

Regn.:39M

पावती क्र.: 498 दिनांक: 09/01/2024

गावाचे नाव: माझगाव

दस्तऐवजाचा अनुक्रमांक: बबई5-467-2024

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: तनाम नेविल्ले दारुवाला

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

DELIVERED

बाजार मुल्य: रु.7683870.647 /-

मोबदला रु.11954956/-

भरलेले मुद्रांक शुल्क : रु. 717300/-

सह. दुय्यम निबंधक, मुंबई-5

सह. दुय्यम निबंधक

मुंबई शहर क्र. 4

1) देयकाचा प्रकार: DHC रकम: रु.2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0124093402039 दिनांक: 09/01/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH013688221202324E दिनांक: 09/01/2024

बँकेचे नाव व पत्ता:

DELIVERED

TNDaruwalla



09/01/2024

गावाचे नाव : माझगाव

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	11954956
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	7683870.647
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: 1202, माळा नं: 12 वा मजला, इमारतीचे नाव: रुपारेल विवांझा,ए विंग, ब्लॉक नं: डी.पी.वाडी,घोडपदेव,मुंबई - 400 027, रोड : केशवराव लक्ष्मण बोरकर व हरीश पालव मार्ग, इतर माहिती: रेरा कार्पेट एरिया 424 चौ. फूट कार्पेट,इतर माहिती दस्तात नमूद केल्या प्रमाणे. सी.टी.एस नं 1D/716.((C.T.S. Number : 1D/716 ;))
(5) क्षेत्रफळ	1) 43.35 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-आर. आर. बिल्डर्स चे भागीदार व अधिकृत हस्ताक्षरकर्ता अमित महेंद्र रुपारेल यांच्या वतीने कुलमुखत्यार समीर अशोक छाडे वय:-42; पत्ता:-प्लॉट नं: ऑफिस , माळा नं: 14 वा मजला, इमारतीचे नाव: रुपारेल आयरिस, ब्लॉक नं: माटुंगा रोड पश्चिम , मुंबई , रोड नं: प्लॉट नं . 273, सेनापती बापट मार्ग , महाराष्ट्र, मुम्बई. पिन कोड:-400016 पॅन नं:-AAAFR8678K
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-तनाभ नेविल्ले दारूवाला वय:-59; पत्ता:-प्लॉट नं: 5, माळा नं: -, इमारतीचे नाव: वाडिया बिल्डींग, ब्लॉक नं: आग्नीपाडा, मुंबई , रोड नं: मुराझबान कॉलनी, डॉ ए नायर रोड, महाराष्ट्र, मुम्बई. पिन कोड:-400011 पॅन नं:-AGNPD1659H
(9) दस्तऐवज करून दिल्याचा दिनांक	09/01/2024
(10)दस्त नोंदणी केल्याचा दिनांक	09/01/2024
(11)अनुक्रमांक,खंड व पृष्ठ	467/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	717300
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

खरी प्रत

सह दुय्यम निबंधक मुंबई ५

AGREEMENT FOR SALE

BETWEEN

M/S. R. R. BUILDERS

AND

MS. TANAZ NEVILLE DARUWALLA

FLAT NO. 1202 WING "A" ON 12th FLOOR RUPAREL VIVANZA

Pre-Registration summary(नोंदणी पूर्व गोषवारा)

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202401096395			09 January 2024,03:25:33 PM	
मूल्यांकनाचे वर्ष	2023				
जिल्हा	मुंबई(वेग)				
मूल्य विभाग	10-माझगाव डिव्हिजन				
उप मूल्य विभाग	अंभाग पूर्वस विभाग हद्द (हार्बर रेल्वे लाईन व जी टी आर्बेकर मार्गीचा भाग),पश्चिमेस मध्य रेल्वे लाईन, विभाग हद्द,उत्तरेस विभाग हद्द दत्ताराम लाड मार्ग,दक्षिणेस संत सावतामाळी मार्ग				
सर्व्हे नंबर न अ क्रमांक	सि टी एस नंबर#716				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर क.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
	65660	153480	176500	191850	153480
मोजमापनाचे एकक:	चौरस मीटर				
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	43.35चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्ष	बांधकामाचा दर -	Rs 30250/-
उद्वहन सुविधा-	आहे	मजला -	11th floor To 20th floor		
रस्ता तन्मुख -	Sale Type - First Sale				
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ	= 110% apply to rate= Rs. 168828/-				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) =(((168828-65660) * (100 / 100))+65660) = Rs 168828/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 168828 * 43.35 = Rs 7318693.8/-				
Applicable Rules	= ,10,4				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 7318693.8 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 =Rs 7318693.8/-				

Home Print



बबई - ५
९/१००
२०२४



CHALLAN
MTR Form Number-6



GRN	MH013688221202324E	BARCODE			Date	09/01/2024-12:52:32	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)	AAAFR8678K			
Office Name	BBE3_JT SUB REGISTRA MUMBAI CITY 3			Full Name	R R BUILDERS			
Location	MUMBAI			Flat/Block No.	Flat No 1202,12th Floor,A Wing,Ruparel Vivanza			
Year	2023-2024 One Time			Premises/Building	Hanish Arjun Palav Marg, New Patra Chawl, Dhaku Prabhuchi Wadi, Byculla East			
Account Head Details		Amount In Rs.		Road/Street	Mumbai			
0030045501	Stamp Duty	717300.00		Area/Locality	Mumbai			
0030063301	Registration Fee	30000.00		Town/City/District	Mumbai			
				PIN	4 0 0 0 2 7			
				Remarks (If Any)	SecondPartyName=Tanaz Neville Daruwalla-			
				Amount In	Seven Lakh Forty Seven Thousand Three Hundred Rupe			
Total			7,47,300.00	Words	es Only			
Payment Details				FOR USE IN RECEIVING BANK				
IDBI BANK				Bank CIN	Ref. No.	69103332024010911825	736625943	
Cheque-DD Details				Bank Date	RBI Date	09/01/2024-12:53:20	Not Verified with RBI	
Cheque/DD No.				Bank-Branch		IDBI BANK		
Name of Bank				Scroll No. , Date		Not Verified with Scroll		
Name of Branch								

Department ID :

Mobile No : 0000000000

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दृश्य निवाक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.



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बवई - ५	
२५२	२/१००
२०२४	

Print Date: 09/01/2024 12:53:33



CHALLAN
MTR Form Number-6



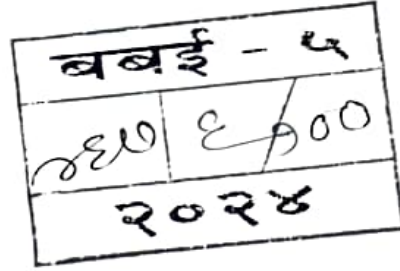
GRN	MH013688221202324E	BARCODE			Date	09/01/2024-12:52:32	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty	Registration Fee		TAX ID / TAN (If Any)				
Office Name	BBE3_JT SUB REGISTRA MUMBAI CITY 3			PAN No.(If Applicable)	AAAFR8678K			
Location	MUMBAI			Full Name	R R BUILDERS			
Year	2023-2024 One Time			Flat/Block No.	Flat No 1202,12th Floor,A Wing,Ruparel Vivanza			
Account Head Details		Amount In Rs.		Premises/Building				
0030045501	Stamp Duty	717300.00		Road/Street	Harish Arjun Palav Marg, New Patra Chawl, Dhaku Prabhuchi Wadi, Byculla East			
0030063301	Registration Fee	30000.00		Area/Locality	Mumbai			
				Town/City/District				
				PIN	4 0 0 0 2 7			
				Remarks (If Any)	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>बिल नं - 4</p> <p>१२०३/१००</p> <p>२०२४</p> </div>			
				SecondPartyName=	R R BUILDERS			
				Amount In	Seven Lakh Forty Seven Thousand Three Hundred Rupe			
				Words	es Only			
Payment Details		IDBI BANK		FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	Ref. No.	69103332024010911825	736625943	
Cheque/DD No.				Bank Date	RBI Date	09/01/2024-12:53:20	Not Verified with RBI	
Name of Bank				Bank-Branch	IDBI BANK			
Name of Branch				Scroll No. , Date	Not Verified with Scribble			



Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सधर चलेन केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी केलावयाच्या दस्तासाठी चलेन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-509-467	0007235265202324	09/01/2024-19:13:29	IGR550	30000.00
2	(IS)-509-467	0007235265202324	09/01/2024-19:13:29	IGR550	717300.00
Total Defacement Amount					7,47,300.00



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this 9th day of AMR
January, 2024.

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BETWEEN

M/S. R. R. BUILDERS, a Partnership firm, having its office address at Ruparel IRIS, 14th Floor, Plot No. 273, Senapati Bapat Marg, Matunga Road (West), Mumbai 400016; 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 the partner or partners for the time and from time to time constituting the firm and the survivor or survivors of them and their heirs, executors and administrators of the last survivor of them and his/her/their assigns) of the **FIRST PART**;

AND

MS. TANAZ NEVILLE DARUWALLA, having his/her/their address at **Neville Daruwala, 5, Wadia Building, Murazban Colony, Dr. A Nair Road, Agripada, Mumbai-400011.**, 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 in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**.

The "**Promoter**" and the "**Allottee/s**" are hereinafter collectively referred to as "**the Parties**" and individually as "**the Party**", as the context may require.

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WHEREAS.

A. The Governor of Maharashtra (as per Property Card) is the Owner/Lessor of and/or otherwise well and sufficiently entitled to all that piece and parcel of land bearing admeasuring 9,197.43 square meters or thereabouts bearing New C.S. No. 1D/716 of Mazgaon Division, lying and being situate at Keshavrao Laxman Borkar & Harish Palav Marg, known as "Chunilal Mehta Compound", D.P. Wadi, E Ward, Ghodapdeo, Mumbai 400027 in the Registration District and Sub-district of Bombay City (hereinafter referred to as said "Property").

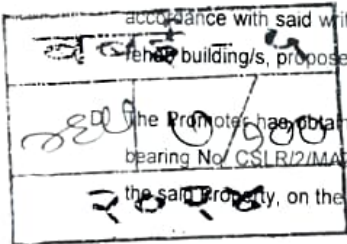
B. By a Registered Consent Decree dated 09.04.1984 passed by the High Court Bombay in Suit No. 1403 of 1982 duly registered with the Sub-Registrar of Assurances under sr. no. 1874/84 through which the Promoter is a lessee and is seized and possessed of and/or otherwise well and sufficiently entitled to the leasehold right, title and interest in respect of all that piece and parcel of Collector Land admeasuring 9,197.43 square meters or thereabouts situated at Ghodapdeo along with the structures standing thereon, bearing New C.S. No. 1D/716 of Mazgaon Division in the Registration District and Sub-district of Bombay City and more particularly described in the **FIRST SCHEDULE** hereunder written and shown delineated with RED Color boundary line on the plan of the said Property, annexed hereto and marked as **Annexure "A"**.

C. The said Property is fully occupied by 226 Tenants (Two Hundred and Twenty-Six) viz; 206 (two hundred and six) residential tenants, 2 (two) commercial units, and 18 (eighteen) retail units (collectively as "Tenants"), who are eligible to be rehabilitated under the provisions of the Development Control and Promotion Regulations 2034 ("DCPR-2034"). The said Tenants have formed 2 (two) proposed Societies namely (i) Shilpakar Sahakari Grihanirman Sanstha (Prop.), & (ii) Navdeep Sahakari Grihanirman Sanstha (Prop.) (hereinafter referred to as the said "Societies"). The Promoter through separate writings entered into with the Tenants and in accordance with said writings the Promoter shall allot permanent alternate accommodation, in the form of building/s, proposed to be constructed on the said Property.

D. The Promoter has obtained No Objection from the Collector of Mumbai vide No Objection Letter bearing No. CSLR/2/MAZGAON/CS/1/716/09/999, dated 5th October 2009, for the development of the said Property, on the terms and conditions contained therein.

E. Furthermore, the Promoter is entitled to develop the said property *inter alia* under the No Objection dated 30th August 2011, bearing reference no. R/NOC/F-1962/4415/MBRRB-11 issued by the Mumbai Building Repairs and Reconstruction Board ("MBRRB"), on the terms and conditions stipulated therein ("MBRRB NOC"). Further Revised No Objection Certificate dated 1st December 2012, bearing reference no. R/NOC/F-1962/9056/MBRRB-2022 issued by the MBRRB ("Revised NOC"), a copy whereof is hereto annexed and marked as **Annexure "B"**.

F. By and under a Development Management Agreement dated 9th April 2012 (herein referred to as the "DMA") with the First Supplemental Agreement dated 3rd October 2013, Second Supplemental Agreement dated 29th June 2015, and Third Supplemental Agreement dated 23rd March 2015, made and entered into by and between the Promoter herein (therein referred to as "R.R. Builders/Owner/Lessee") and Godrej Projects Development Limited ("GPDPL") (a wholly owned subsidiary of Godrej Properties Limited) (formerly known as Godrej Projects Development Private Limited) (therein referred to as the "GPDPL/Development Manager"), the Promoter herein appointed the said GPDPL for managing, facilitating, assisting and supervising through the contractors, the construction and development of the said Property which construction and development shall be undertaken by such contractors and availing of GPDPL's considerable skill and expertise in the business of design, conceptualisation and planning of redevelopment of the



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said Property and being also desirous of having the GPDL's brand name associated with the development of the said Property, at or for the consideration and upon the terms and conditions mentioned thereunder. Pursuant to a Consent Terms dated 2nd November 2022 ("**Consent Terms**"), filed before the Hon'ble High Court in Commercial Execution Application (L) No. 8570 of 2022, the Promoter herein and said GPDL mutually resolved all the disputes and differences, for the terms and conditions recorded therein and said Consent Terms are admitted and taken on record by the Hon'ble High Court vide its Order dated 18th November 2022.

- G. The Promoter for the purpose of carrying out the redevelopment of the said property has obtained from the Executive Engineer (Building Proposals), Mumbai Municipal Corporation of Greater Mumbai (**MCGM**), Intimation of Disapproval ("**IOD's**") dated 7th September 2013, which was further amended on 8th December 2022, for proposed Tenant Building No. 1 and Sale Building No. 2 ("**Amended IOD**"), a copy is hereto annexed and marked as **Annexure "C"** and have also issued a Commencement Certificate ("**CC**") dated 26th November 2015 further amended on 15th February 2023, under the aegis of DCPR-2034, a copy of the amended CC is hereto annexed and marked as **Annexure "D"**.
- H. The MCGM, under the DCPR-2034, has *inter-alia* sanctioned the layout as per the amended plans submitted by the Promoter, bearing No. EB/6725/E/AL/302 dated 8th December 2022 ("**Amended Layout**"). As per the amended layout, the Promoter shall develop a Tenant Building, Sale Building including an area admeasuring 446.67 sq.mtrs in respect of road set-back, on the said Property which shall be handed over to MCGM as per the policy, a copy whereof is hereto annexed and marked as **Annexure "E"**.
- I. The Dy. Chief Fire Officer (R-I), MCGM, after perusing all the relevant documents has approved and issued revised Fire NOC bearing reference no. EB/6725/E/AL-CF0/1/New dated 16th October 2022.
- J. The development of the Building No. 1/ Phase I *inter alia* comprising of 3 (three) wings designated as Wing A and Wing B consisting of Ground Floor and 23 upper residential floors ("**Tenant Building**"), which shall be handed over by the Promoter to the Tenants in accordance with the separate writings entered into by and between the tenants and the Promoter for the Ground Floor and 23 upper residential floors ("**MHADA Portion**"). The Promoter shall have duly constructed area reserved for rehabilitation and resettlement to the MCGM and MHADA as per the DCPR-2034.
- K. The development of the said Building No. 2 / Phase II *inter alia* comprising of Ground Floor, B and C Wing Podium consisting of partly commercial premises and partly car parking/s + 2nd to 10th Levels Podium Parking/s, 11th Floor Podium for Amenities and 12th to 40th or more residential upper floors, subject to sanction and permission to be obtained from the concerned authorities ("**Sale Building**").
- L. The development of the said Sale Building known as "**RUPAREL VIVANZA**" on the said Property and proposed as a "Real Estate Project" by the Promoter and has been registered as a "Real Estate Project" ("**the Real Estate Project / Building**") with the Real Estate Regulatory Authority ("**Authority**") under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the Regulations. The Authority has duly issued Certificate of **Registration No. P51900003595** for the Project, on 15th



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December 2022 and a copy of the RERA Certificate is annexed and marked as **Annexure "F"** hereto.

- M. The Promoter has got some of the approvals as mentioned hereinabove, from the concerned authority/ies to the plans, the specifications, elevations, sections and of the redevelopment of the said Property and shall obtain balance approvals from various authorities from time to time so as to obtain the Building Completion Certificate or Occupancy Certificate of the said Sale Building and/or the said Real Estate Project/Building.
- N. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the said Property. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- O. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, is briefly stated below:
- (i) The name of the Real Estate Project shall at all times be "**RUPAREL VIVANZA**" and may be changed as the Promoter may deem fit.
 - (ii) The Promoter proposes to construct the said Sale Building on the said Property. The construction and development of the Real Estate Project is presently sanctioned in the manner stated *inter-alia* in the Amended IOD (defined hereinabove), which shall be amended, modified, revised, varied, changed from time to time.
 - (iii) Total FSI including fungible FSI of approximately **46946.92** square metres or thereabouts has been proposed and the same shall get consumed/utilized as per the approvals/sanctions from time to time, in construction and development of the Real Estate Project.



The Promoter shall provide certain identified internal amenities in the Units/Flats/Premises, a list whereof is more particularly set out in the **Second Schedule** hereunder written along with the specifications thereof ("**Internal Amenities**").

The Promoter shall provide certain facilities and amenities in the Real Estate Project that may be usable by the Allottee, as listed in the **Third Schedule** hereunder written ("**Real Estate Project Amenities**") and shall be provided on any of the floors of the Real Estate Project / Building, subject to approval from competent authorities. The amenities as listed in **Third Schedule** hereunder written are nomenclated as such by the Promoter for identification purposes only and no other meaning/interpretation/construction shall be construed thereof and/or applied thereto. Such nomenclatures are suggested by the design architects of the Promoter to enable the Allottee/s to imagine the nature of such amenities which the Promoter intends to offer in the Real Estate Project. The words and nomenclature used for any of the Real Estate Project shall not be read / construed / interpreted in any manner whatsoever or howsoever as any representation/s or assurance/s accorded by the Promoter to the Allottee/s. The images / brochures as provided by the Promoter and/or its representatives to the Allottee/s of such Real Estate Project Amenities are only for the purpose of providing an imaginary view of such amenities to the Allottee/s, and the same shall not in any circumstances be construed or interpreted in any manner as representation/s or assurance/s accorded by the Promoter to the Allottee/s.

Handwritten signatures and dates in a box: 23/01/2022, 23/01/2022, 23/01/2022.

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- (vi) The Promoter shall be entitled to put hoarding/boards of their brand name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/ signs.
- (vii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace / car parking tower of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
- (viii) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in this agreement.
- (ix) The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

P. The Allottee/s is/are desirous of purchasing a residential unit more particularly described in the **Fourth Schedule** hereunder written in the Real Estate Project (hereinafter referred to as the "**said Premises**"). The authenticated copy of the plan of the said Premises, is annexed and marked as **Annexure "G"** hereto.

Q. The Promoter has entered into a prescribed agreement with an Architect, registered with the council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the Real Estate Project and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (and their replacements / substitutes thereof) till completion of the Real Estate Project.

R. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the said Premises to receive the sale price in respect thereof.

S. The Allottee/s has/have demanded inspection/information from the Promoter. The Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s's Advocates/consultants:

- (i) All title documents by which the Promoter has acquired right, title and interest to develop the Real Estate Project;
- (ii) Relevant approvals and sanctions received from relevant authorities for the development of the said Property, Real Estate Project including layout plans, building plans, floor plan, IOD, CFO etc. and such other documents as required under Section 11 of RERA;
- (iii) All the documents mentioned in the Recitals hereinabove;
- (iv) The copies of the Property Card for the said Property is annexed and marked as **Annexure "H"** hereto; and



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some of the approvals may be received over a period of time. Due to such additions and or alterations and or amendment and or modification and or changes in the plans of the said Building, whereby the said Premises, floors nos., area, etc. have been changed and modified for which you have agreed and have given your irrevocable consent for the same.

AA. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

BB. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agree(s) to purchase and acquire, the said Premises.

CC. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.

DD. The list of Annexures attached to this Agreement are stated hereinbelow:

Annexure	Particulars
Annexure "A"	Plan of the said Property
Annexure "B"	Revised MHADA NOC
Annexure "C"	Amended IOD
Annexure "D"	Amended CC
Annexure "E"	Amended Layout
Annexure "F"	Revised RERA Certificate
Annexure "G"	Plan of the said Premises
Annexure "H"	Property Card
Annexure "I"	Title Certificate

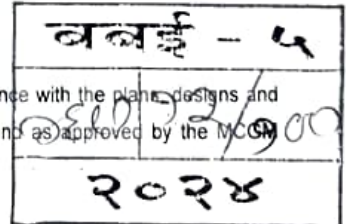
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:



1. INTERPRETATION

The aforesaid Recitals and the Schedules and Annexures hereto shall form an integral and operative part of this Agreement.

2. The Promoter shall construct the Real Estate Project in accordance with the plans, designs and specifications as referred hereinabove including at Recital O, and as approved by the MCOA from time to time.



PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of any variations or modifications which may adversely affect the said Premises of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosures already made to the Allottee/s.

3. PURCHASE OF THE SAID PREMISES AND SALE PRICE

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/ 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.

- 3.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the Real Estate Project is complete and the Occupation Certificate is granted by the MCGM, 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 Price payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (Three per cent), then, the Promoter shall refund the excess money 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 Price, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause 3.7, shall be made at the same rate per square meter as agreed in Clause 3.1 above.
- 3.8 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.
- 3.9 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether the Sale Price or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 10 (Ten) days of the Promoter's said written demand, without any delay, demur or default.
- 3.10 The Promoter shall be entitled to securitise the Sale Price 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 persons the right to directly receive the Sale Price 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 Price and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 3.11 The Allottee shall deduct tax at source ("TDS") from each instalment of the Sale Price as required under the Income-tax Act, 1961. The Allottee shall cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.

4. DISCLOSURES TO THE ALLOTTEE & RIGHTS AND ENTITLEMENTS OF THE PROMOTER

The Allottee/s agree(s), declare(s) and confirm(s) that,-

4.1 Title:

The Allottee/s has/have satisfied himself/herself/itself/themselves about the title of the Promoter to the Real Estate Project / Said Property and the entitlement of the Promoter to develop the Real Estate Project. The Allottee/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto.

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7.1.1 The Promoter shall endeavour to complete the construction of the said Premises and obtain the Occupation Certificate from the MCGM and/or any other authority/ies for the said Premises by the date as more particularly mentioned in the **Fourth Schedule** hereunder written ("**Completion Date**") with the grace period of 12 (Twelve) months over and above the Completion Date, during which the Promoter shall not be liable to pay interest on account of delay possession. Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Completion Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

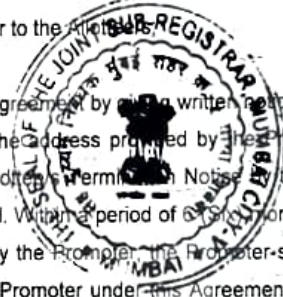
- (a) War, civil commotion or act of God;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

7.1.2 If the Promoter fails to abide by the time schedule for completing the Real Estate Project and for handing over the said Premises to the Allottee/s on the Completion Date (save and except for the reasons as stated in Clause 7.1.1 above), then the Allottee/s shall be entitled to either of the following only in the event the Allottee have never defaulted / delayed payment of any installment / dues payable under this Agreement:-

(a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**the Interest Rate**") for every month of delay from the Completion Date, on the Sale Price paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s.

OR

(b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Allottee Termination Notice**"). On the receipt of the Allottee's Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 6 (Six) months from the date of receipt of the Allottee/s Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with the Interest Rate to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper.



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7.1.3 In case if the Allottee/s elects his/her/their/lts remedy under sub-clause 7.1.2 (a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause 7.1.2(b) above.

7.1.4 The Internal Amenities provided in the said Premises that shall be provided by the Promoter are listed in the **Second Schedule** hereunder written. The Real Estate Project Amenities that may be usable by the Allottee/s are listed in the **Third Schedule** hereunder written.

7.1.5 Within 7 (seven) days of the obtainment of the Occupation Certificate from the MCGM and/or any other authority/ies the Promoter may give notice offering possession of the said Premises on a

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25. DISPUTE RESOLUTION

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

26. GOVERNING LAW

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

27. RIGHT TO AMEND

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

28. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

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 Real Estate Project shall equally be applicable to and enforceable against any subsequent allottees of the said Premises in case of transfer of the said Premises, as the said obligations go along with the said Premises for all intents and purposes.

IN WITNESS WHEREOF the parties have set and subscribed their respective hand and seal to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE REFERRED HEREINABOVE

ALL that piece and parcel of land or ground containing by admeasurement in the aggregate 9,197.43 square meters or thereabouts bearing New C.S. No. 1D/716 of Mazgaon Division, lying and being situate at Keshavrao Laxman Borkar & Harish Palav Marg, known as "Chunilal Mehta Compound", D.P. Wadi, E Ward, Ghodapdeo, Mumbai 400027, in the Registration District and Sub-district of Bombay City and bounded as follows, that is to say:-



On or Towards the East :

By private passage and beyond it by land bearing C.S. No. 716 of Mazgaon Division

By private passage and beyond it by land bearing C.S. No. 2/716 and partly by property of Muncherji Pallonji Contractor bearing New Survey No. 1/3634

By land bearing New Survey No. 7/4628 in co-occupation of Kasamali Jairajbhai Peerbhoy

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On or Towards the West :

Partly by the property of R.R. Builders and a public passage alongwith 2 other pieces of land bearing C.S.Nos. 716 and 2/716 registered under the books of Collector.


THE SECOND SCHEDULE REFERRED HEREINABOVE

[Description of the Internal Amenities in the said Premises]

Sr. No.	Item	Location	Specifications
1	Flooring	Living Room / Dinning & Passage	Imported Flooring
		Bedroom	Imported Flooring
		All Toilets	Imported Flooring
		Kitchen	Dado tiles upto door height
2	Wood Work	Main Door	Wooden Door frame With Door Shutter
		Other Door	Wooden Door frame with Door Shutter
3	Windows	All Windows	UPVC/Aluminium windows
4	CP / Sanitary	All Toilets	Premium quality CP Sanitary
5	Internal Paint	walls & ceiling	Internal wall & ceiling with plastic paint
6	Switches	Internal Switches	Modular switches
7	Kitchen Platform	Kitchen	Platform with standard single sink

THE THIRD SCHEDULE REFERRED HEREINABOVE

[Description of the Real Estate Project Amenities that may be usable by the Allottee/s on a non-exclusive basis along with allottee/s / occupants in the Real Estate Project]

Sr. No.	Real Estate Project Amenities	Location
1.	SPA	 11 th Floor Podium Amenities
2.	Society Office	
3.	Creche/Toddlers Play Room	
4.	Children Play Area	
5.	Children Play Zone	
6.	Banquet Hall	
7.	Mini Theatre	
8.	Indoor Games	
9.	Virtual Game Zone	
10.	Business Centre	
11.	Zumba/Aerobics/Yoga	
12.	Gym Cardio	
13.	Gym Weight Training	
14.	Cafeteria	
15.	Cafeteria Sitting	
16.	Jogging Track	
17.	Sr. Citizen Corner	
18.	Temple	
19.	Zen Garden	
20.	Party Lawn	
21.	Open Amphitheatre	
22.	Cricket Pitch,	

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23.	Open Play Area	Terrace Amenities
24.	Bamboo Groves	
25.	Acupressure Pathway	
26.	Skywalk	
27.	Mini Golf	
28.	Human Chess	
29.	Pergola Sitting	
30.	Children Pool	
31.	Pool Deck	
32.	Swimming Pool	
33.	Jacuzzi	
34.	Juice Bar	
35.	Observation Deck	
36.	Barbeque Corner	
37.	Party Lawn	
38.	Water Body	
39.	Palm Court Sitting	
40.	Formal Sitting	

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Meaning of certain terms and expressions]

Sr. No.	Terms and Expressions	Meaning
1.	Said Premises	Flat No. 1202 in Wing "A" on the 12 th floor of the Real Estate Project.
2.	Carpet area of the said Premises as per RERA	The area of the said Premises is 424 Sq. Ft. (as per RERA)
3.	Sale Price	Rs.1,19,54,956/- (Rupees One Crore Nineteen Lakhs Fifty Four Thousand Nine-Hundred Fifty Six Only)
4.	Part Payment towards the Sale Price paid prior hereto	Rs.23,67,081/- (Rupees Twenty Three Lakhs Sixty Seven Thousand Eighty One Only)
5.	Bank Account of the Promoter	Bank Name: ICICI Bank Bank Account Number : 032305007113 Bank Address : Lower Parel Bank IFSC Code : ICIC0000323
6.	Car parking space/s	Exclusive Right to use 0(Zero) car parking space/s in mechanical arrangement in the car parking tower or on the podium level, as the case may be.
	Completion Date	31 st March 2027
	Promoter's phone number:	022-24391100
	Promoter's Address:	Ruparel Iris Building, Plot No. 273, Senapati Bapat Marg, Matunga Road (West), Mumbai 400016.
	Allottee/s email address:	[•]
	Allottee/s phone number:	9322312752/7715029097
	Address:	Neville Daruwala, 5, Wadia Building, Marolli Nagar Colony, Dr. A Nair Road, Agripada, Mumbai-400011.

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Lakhs Ninety
Seventy Four
Ninety
Six

SIGNED SEALED AND DELIVERED by
the within named "Promoter" i.e.
M/S. R. R. BUILDERS
by the hands of its Authorised Signatory/Partner
MR. AMIT MAHENDRA RUPAREL



Signature
in the presence of



1. 
2. 



SIGNED AND DELIVERED
by the within named Allottee/s
MS. TANAZ NEVILLE DARUWALLA

Signature TN Daruwalla

in the presence of

1. 
2. 



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ANNEXURE - 'B'

मुंबई इमारत दुरुस्ती व पुनर्रचना मंडळ
(म्हाडाचा घटक)
MUMBAI BUILDING REPAIRS AND
RECONSTRUCTION BOARD
(A MHADA UNIT)



स्वातंत्र्याचा अमृत महोत्सव

म्हाडा
MHADA



REVISED NO OBJECTION CERTIFICATE

No.R/NOC/F-1962/9056 / MBRRB-2022

Dated:-

01 DEC 2022

To,

M/s R.R. Builders,
Natasha, Shop No.21C-25C,
52 Hill Road, Near ELCO Market,
Bandra (W), Mumbai-400 050.

Sub :- Redevelopment of property at C.S.No.1/716(pt) of Mazgaon Divn., Building No.28B, 30B, 32D, 32C, 34G, 36A, 9B, 36 & 28-28A, bearing ccss No.E-8204(2A), E-8204(3), E-8204(4), E-8204(5), E-8204(8A), E-8204(9A), E-8204(9B), E-8204(10) & E-8212(8), D.P. Wadi, Ghodapdeo, Mumbai-400 037, known as "Chunilal Mehta Compound".

- Ref :- 1) NOC issued by this office letter No.R/NOC/F-1962/ 4415 / MBRRB-11 dated 30.08.2011.
2) Govt. in Urban Development Department's Notification No. TPB-4320/ 107/CR-72/2020(Part-I)/ UD-11 dated 08.07.2021.
3) Your application dated 11.11.2022.

This office vide its letter dated 30.08.2022 under reference No.1 above has granted NOC for redevelopment of subject property as per the provisions of Modified DCR 33(7) dated 25th January 1999, Notification No. TPB 4308/ 3224/ CR-268/08/UD-11 dated 02nd March 2009 and Notification No.TPB 4308/ 3224/ CR-268/ 2008/ A/UD-11 dated 21 May 2011, Notification No.TPB 4313/ CR-84/ 2013/ UD-11 dated 07.10.2013 and Notification No.TPB 313/ CR-84/ 2013/ UD-11 dated 19.05.2015 and as per Modified DCPR 2034 notification dated 21.11.2018.

Now vide your application dated 11.11.2022, you have requested this office to issue Revised NOC as per modified provisions of DCR 33(7) in accordance with Govt. in Urban Development Department's GR vide Notification No. TPB-4320/ 107/CR-72/2020 (Part-I)/ UD-11 dated 08.07.2021.

In view of above "Revised No Objection Certificate" is hereby granted for redevelopment of captioned property with FSI 3.00 or the FSI required for rehabilitation of existing occupiers plus 80% incentive FSI, whichever is higher in accordance with the modified D.C. Regulation 33(7) and Appendix - III of this Regulation sanctioned by the Govt. in Urban Development Department Mantralaya vide Notification published in Govt. Gazette dated 25th January 1999, Notification No.TPB 4308/ 3224/ CR-268 /08/UD-11 dated 02nd March 2009, Notification No.TPB 4308/ 3224/CR-268 / 2008/A/UD-11 dated 21 May 2011, No. TPB-4312/CR-5/2012/UD-11, dated 14.08.2013 and Notification No.TPB 4317/ 629/ CR-118(III)/2017/ EP(DCPR) /UD-11 dated 21 September 2018, Notification No.TPB 4317/ 629/CR-118(III) / UD-11, dated 12 November 2018 and Notification No. TPB-4320/107/CR-72/ 2020 (Part-I)/ UD-11 dated 08.07.2021 on the following terms and conditions. The percentage of incentive FSI is worked out on the basis of



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ratio of LR/RC as per prevailing ASR rates as per Clause 5(a) of Notification dated 08.07.2021.

Further the terms & conditions prescribed in the NOC granted by this office vide letter No.R/NOC/F-1962/ 4415 / MBRRB-11 dated 30.08.2011 shall be complied with within prescribed time limit.

Further the additional terms and conditions are incorporated as under :

- 1) All the occupants of the old cess building and non-cess building/ structure (prior to 30.09.1969) as certified by M.B.R.& R. Board shall be re-accommodated in the redeveloped building on ownership basis free of cost. Each occupant shall be rehabilitated and given the equivalent carpet area as occupied by him for residential purpose in the old building subject to the minimum carpet area of 27.88 sq.mt. (300 sq.ft. fixed exclusive of free of FSI and fungible area) and/or maximum carpet area 120 sq.mt. (1292 sq.ft.). In case of non-residential occupier, the area to be given in the reconstructed building will be equivalent to the area occupied in the old building. Provided that if carpet area for residential purpose exceeds 120.00 sq.mt. (1292 sq.ft.) the cost of construction shall be paid by tenant/ occupant to the developer. The cost of construction shall be as per Ready Reckoner rate of that year. However, the carpet area exceeding 120 sq.mt. (1292 sq.ft.) shall be considered for rehab FSI but shall not be considered for incentive FSI. In addition to above each occupants shall be eligible for additional rehab carpet area as provided in Clause 5(a) & 5(b) of modified DCR 33(7) dated 21.09.2018, 12.11.2018 and 08.07.2021. Provided further the each eligible Residential cum Commercial occupants shall be entitled to a tenement of minimum carpet area of 27.88 sq.mt. (300 Sq.ft.). Accordingly the plans be got approved from M.C.G.M. as per the provisions of the Notifications dated 21.09.2018, 12.11.2018 & 08.07.2021.
- 2) The tenements in the reconstructed building shall be allotted by the landlords / occupants' co-operative housing society to the occupiers as per the list certified by the Mumbai Building Repairs & Reconstruction Board.
- 3) In respect of any additional carpet area over & above entitled rehab area if any provided to rehab tenants / occupants, then in that case, the Stamp Duty, registration fees & all other taxes shall have to be paid as per the prevailing rates of the Govt. by the concerned tenants / occupants.
- 4) The Transfer of Tenancy shall be governed as per Clause 18 of modified DCR which is also confirmed by Hon.'ble High Court Orders dated 07.07.2015 Petition No.1482 of 2015 & Writ Petition No.186 of 2014 and also Government in Housing Department vide GR dated 02.03.2017.

5) The applicant will have to pay an expenditure, incurred by the Board towards structural repairs/propping / demolition, processing of reconstruction etc. at the office of the Asstt. Accounts Officer (Zone-III) M.B.R.& R. Board & produce certified xerox copy of receipt of payment to this office before applying for grant of NOC of M.B.R.& R. Board for obtaining Occupation Certificate from MCGM.

6) The plans of the proposed building shall be submitted to MCGM within six months from the date of issue of this NOC positively for its approval, failing which right is reserved by this office to cancel the NOC. The carpet area certified by M.B.R.& R. Board of each residential/ non-residential occupant shall be clearly shown on the building plan submitted to the Corporation.



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- 7) The NOC holder will have to communicate the actual date of commencement of work and shall submit progress report of the redevelopment scheme every 3 months, till completion of scheme to the Executive Engineer, "E1" Divn/ M.B.R.& R. Board under intimation to this office. The Executive Engineer, "E1" Divn./ M.B.R.& R. Board shall supervise the construction work for rehab portion of existing tenants & surplus tenement made available to the Board as per the norms of building bye laws & DCR 33(7). He shall also ensure that the condition No.6 should be strictly adhered to.
- 8) Recovery of cess shall be discontinued from the date of issue of Commencement Certificate by MCGM. The NOC holder will have to furnish the certificate from the concerned Officer of MCGM to the effect that the repair cess is paid upto that date, before demanding occupation certificate to the newly constructed building.
- 9) During the period of reconstruction, (i.e. till physically rehabilitating tenants / occupants), it is obligatory and binding on the part of the NOC holder to provide temporary transit accommodation to the occupiers of old building. Such Transit Camps if constructed with permission of MCGM on the same plot should be demolished within one month from the date of Occupation Certificate granted by M.C.G.M. for the reconstructed building.
- 10) If NOC holder fails to start the redevelopment work within 12 months from the date of issue of NOC, the right to cancel the NOC is reserved by M.B.R.& R. Board. However, M.B.R.& R. Board may grant extension on merit provided that NOC holder applies to M.B.R.& R. Board with reasoned justification.
- 11) (a) As per the prescribed percentage of the tentative surplus Built up Area as provided in the Table 3 & 4 of Schedule- III of the MHAD Act 1976, an area admeasuring **2771.18m²** if the new building is reconstructed for residential or mix use as per the Provisions of DCR 33(7), Clause 9, shall be made available to the M.B.R.& R. Board for accommodating the occupants in transit camps of cessed buildings which cannot be reconstructed, **free of cost.** Provided that the area equivalent to the market value (as per ASR of that year) of area admissible as per the prescribed percentage of BUA to MHADA can be made available within the same or adjoining municipal ward of MCGM as per Clause 4 of DCR 33(7).
- (b) As far as possible provision of tenements of 300.00sq.ft. to 350.00sq.ft. carpet area shall be made in the proposed building plans for handing over to this office on account of surplus Built Up Area to be surrendered to the Board.
- (c) The exact surplus built up area if any as prescribed in the Schedule of MHAD Act-1976, shall be communicated to you after receipt of the plans duly approved by MCGM and the said surplus area shall be handed over to M.B.R.& R. Board as per provisions of DCR 33(7) as amended from time to time.
- (d) The M.B.R.& R. Board reserves the right to modify the exact Surplus areas communicated above if the NOC holder amends the plan afterwards.
- (e) After communicating the exact surplus area to be surrendered to M.B.R.& R. Board as mentioned above 11(c), the NOC holder shall execute and register the agreement for surrendering the said surplus area to M.B.R.& R. Board within 30 days from the receipt of letter communicating the same and prior to issue of M.B.R.& R. Board's NOC for grant of obtaining Commencement Certificate above plinth from MCGM.

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ANNEXURE - 'C'

346

Form 88

in replying please quote No. and date of this letter.



MUNICIPAL CORPORATION OF GREATER MUMBAI

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. EB/6738/E/A/IOD/1/Amend Dated- 08 December 2022

MEMORANDUM

Municipal Office,
Mumbai

To,

M/s. R. R. BUILDERS

Ruparel Iris, Plot No 273, Near Big Bazar, Senapati Bapat Marg, Matunga West, Mumbai 400016

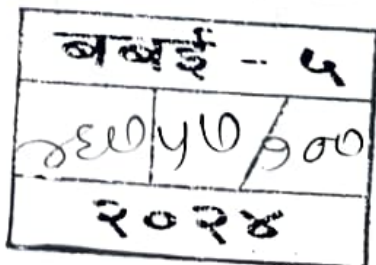
With reference to your Notice 337 (New), letter No. 1417 dated. 6/12/2022 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed Residential building on plot bearing plot no.1D / 716 of Mazgaon Division, situated at Keshavrao Laxman Borkar & Harish Arjun Palav Marg, Known as Chunilal Mehta Compound, D.P. Wadi, E- Ward, Ghodapdeo, Mumbai. CTS/CS/FP No. 1D/716 furnished to me under your letter, dated 6/12/2022. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

A: CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK.

- 1 That the commencement certificate under Section 44/69(1)(a) of the M.R.J.P. Act will not be obtained before starting the proposed work.
- 2 That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction.
- 3 That the compound wall is not constructed on all sides of the plot clear of the road widening with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per Rule (24) of the MPR 2034.
- 4 That the Structural Engineer will not be appointed. Supervision Memo as per Appendix I [Rule 5(3)(ix)] will not be submitted by him.
- 5 That the Structural Design and Calculations for the proposed work account for seismic analysis as



Page 1 of 1 08-Dec-2022



ANNEXURE - 'D'

C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No EB/6738/E/A/FCC/1/New

COMMENCEMENT CERTIFICATE

To,

M/s. R. R. BUILDERS

Ruparel Iris, Plot No 273, Near Big Bazar, Senapati
Bapat Marg, Matunga West, Mumbai 400016

Sir,

With reference to your application No. **EB/6738/E/A/FCC/1/New** Dated. **06 Dec 2022** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **06 Dec 2022** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. **1D/716** C.T.S. No. **1D/716** Division / Village / Town Planning Scheme No. **2036** situated at **Keshavrao Laxman Borkar & Harish Arjun Palav Marg Road / Street in E Ward Ward**.

The Commencement Certificate / Building Permit is granted on the following conditions:--

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. **Assistant Engineer(BP) CITY - IV** as Joint Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 25/11/2016

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Issue On : 24 Nov 2015 Valid Upto : 25 Nov 2016

Application Number : EB/6738/E/ACC/1/Old

Remark :

This CC is issued up to plinth level for bldg No-1 (Rehab) as per approved plans DT -7/09/2013 and phase programme approved dt -20/11/2015

Approved By
AE
Assistant Engineer (BP)

Issue On : 15 Feb 2023 Valid Upto : 14 Feb 2024

Application Number : EB/6738/E/A/CC/1/Amend

Remark :

C.C. up to plinth level for Rehab Building No.01 and Sale Building No.02 as per IOD dated 09.12.2022 ,

Approved By
E.E.B.P.(City)II
Executive Engineer

Issue On : 17 Jul 2023 Valid Upto : 14 Feb 2024

Application Number : EB/6738/E/A/FCC/1/New

Remark :

This CC is endorsed and extended up to top of Podium Floor level of Wing 'B' & 'C' of Building No 2. i.e. sale wing , as per IOD approved plans dated 09.12.2022

EB/6738/E/A/FCC/1/New

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ANNEXURE - 'E'



MUNICIPAL CORPORATION OF GREATER MUMBAI Amended Plan Approval Letter

File No. EB/6725/E/ALJ302 (SUBMISSION OF LAYOUT CASES)/2/AMEND dated 08.12.2022

To,
GIRISH ANANT NERURKAR
101, SIDDHIVINAYAK DARSHAN
CHS. MUGBHAT X LANE, GIRGAUM

CC (Owner),
R. R. Builders
Ruparel Iris, Plot No. 273, Near Big
Bazar, Senapati Bapat Marg,
Matunga Road (W)

Subject : **Layout for the Proposed Redevelopment of the Property C.S.No. 1D/716 of mazagaon Division at Keshavrao Laxman Borkar Marg and Harish Arjun Palav Marg, Known as D. P. Wadi, E. Ward Ghodapdeo Mumbai.**

Reference : Online submission of plans dated 02.12.2022

Dear Applicant/ Owner/ Developer,

There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions.

- 1) That the proposed Development plan road/ roads and regular line/ lines of Municipal Road shall be got demarcated at site jointly with the Municipal Corporation of Greater Mumbai and District Inspector of Land Records & setback shall be handed over as per policy.
- 2) That the land within the regular line of road in holding (if any) shall be kept open and un built upon and shall be handed over to the Municipal Corporation duly constructed and its ownership shall be duly transferred in the name of Municipal Corporation of Greater Mumbai and the floor space index of the setback land will be utilized as per the DCPR 2034.
- 3) That the adequate storm water drains shall be provided in the layout area at our cost including provisions for admitting storm water from the surrounding locality.
- 4) That the land for channelling and draining the natural water courses in the locality shall be kept open.
- 5) That adequate arrangement shall be made for providing sewerage in the layout area at our cost to the satisfaction of the Municipal Commissioner.
- 6) That the formation levels, cross sections, slopes and details of construction of the road as also in regard to the storm water drain etc. shall be submitted by consultant certificate to M.C.G.M./ remarks from M.C.G.M.
- 7) That the cost of laying water mains within the layout areas shall be entirely borne by me. Layout and Completion report from Consultant for internal water main and distribution pipes shall be submitted to MCGM for record.
- 8) That the plot in the layout area shall not be further amalgamated or subdivided without prior approval of the MCGM.
- 9) That the user of the plot shall be Residential and non-residential purposes as per prevailing DCPR 2034 and no changes of user shall be permitted without prior approval of the MCGM.
- 10) That the structures to be erected shall conform to DCPR 2034. It is understood that the layout does not include approval to the dimensions of Buildings of the compulsory marginal open spaces, parking spaces etc.
- 11) That the event of failure abide by any of the fore said conditions the Municipal Commissioner shall be at liberty to forfeit the security deposit of Rs. 4,60,000/- paid for faithful compliance of the terms and conditions of the layout, and further, if he thinks fit may cause such action to be taken or works to be executed by the Municipal or other agency, and the cost so incurred shall be paid.
- 12) That the remarks from MCGM for street light shall be obtained and the requirements shall be complied.
- 13) That the plot boundary demarcation from City Survey Officer/D.I.L.R. through the office of building proposal shall be submitted.
- 14) That the Road Setback Demarcation from A.E. Survey Department/E.E. T & C shall be submitted.
- 15) That the indemnity bond indemnifying MCGM against any disputes, litigation, claims, arising out of ownership of plot shall be submitted.
- 16) That the NOC from Municipal Architect of BMC for R & R Component shall be submitted.
- 17) That these terms and conditions of the layout-cum-amalgamation shall be binding not only on me for the time being but also on my heirs, executors, administrator, assignees and every person deriving right title and interest through or under me.

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ANNEXURE - 'F'



Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: Project: **RUPAREL VIVANZA**
Plot Bearing / CTS / Survey / Final Plot No.: **1D/716** at **E-400027, Ward E, Mumbai City, 400027**, registered with the
regulatory authority vide project registration certificate bearing No **P51900003595** of

1. **R R Builders** having its registered office / principal place of business at Tehsil: **Mumbai City, District: Mumbai City,**
Pin: **400016.**

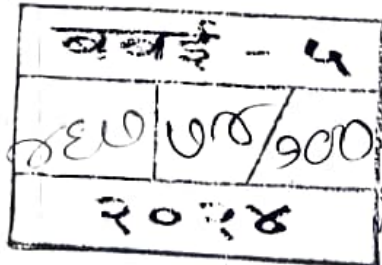
2. This renewal of registration is granted subject to the following conditions, namely:-

- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The registration shall be valid up to **31/03/2027** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



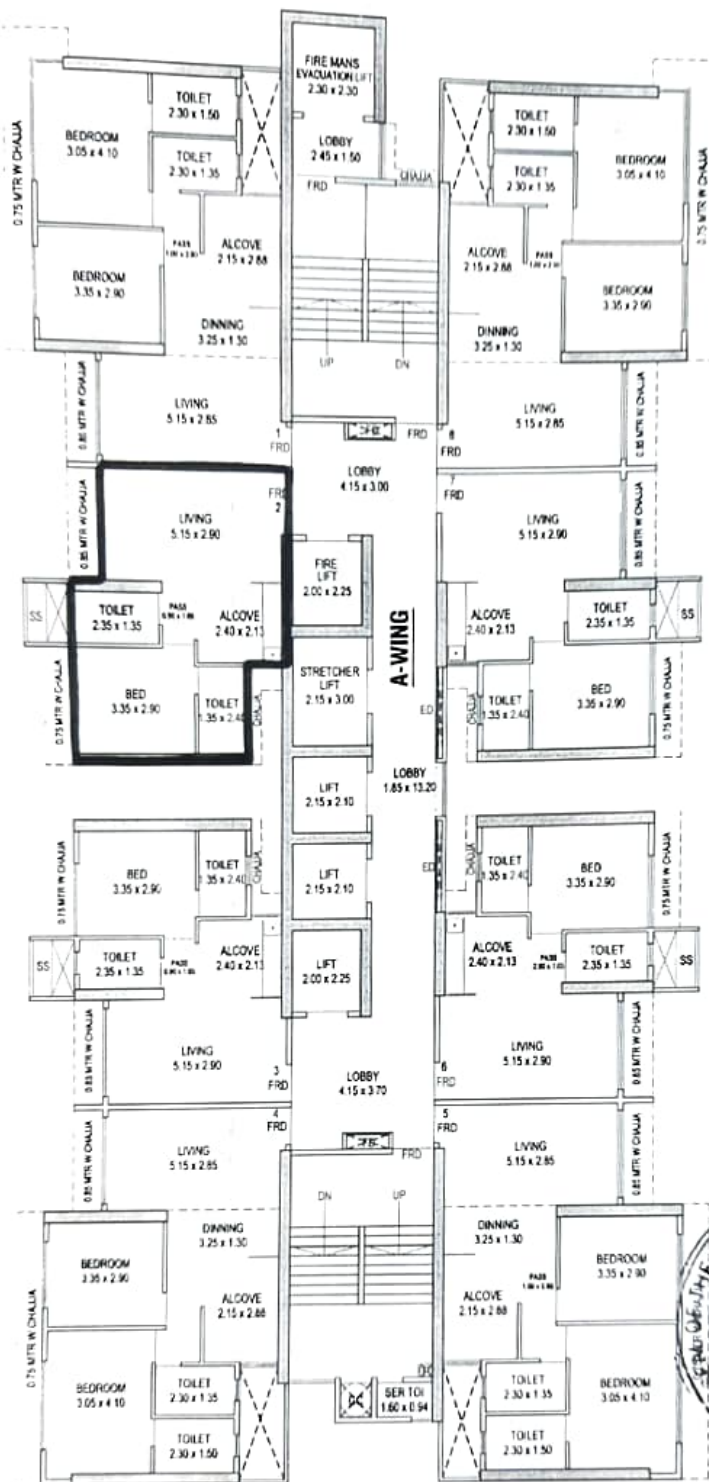
Dated: **15/12/2022**

Place: **Mumbai**



Signature and
Digitally Signed by
Dr. Vasant Wamanand Prabhu

Signature (Secretary, Maharashtra Real Estate Regulatory Authority)
Date: 15/12/2022 13:30



A-1202

12TH FLOOR PLAN
WING - A (BLDG 2)



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AMR

