

Without Prejudice
DRAFT AGREEMENT

ARTICLES OF AGREEMENT made and entered into at Mumbai on ____ day of _____, 2023

BETWEEN

M/S. **JAY CONSTRUCTION INDIA**, a partnership firm registered under the provisions of The Indian Partnership Act, 1932, having their registered office at La Mer, Chandiwala Compound. Bandra (W), Mumbai - 400 050 hereinafter referred to as the "**OWNERS/PROMOTERS**" (which expression shall unless It be repugnant to the context or meaning thereof be deemed to mean and include the said Firm, its assigns, as also the partners for the time being constituting the said Firm and the partner or partners from time to time, the survivor or survivors of them, the heirs, executors, administrators and assigns of the last surviving partner, their or his assigns) of the **ONE PART**;

AND

Shri. Smita Bammidi, Indian Inhabitant(s), having address at /residing at Flat no. 601, Shlok Apartment, Plot 89A, Sindhi Society Chembur Mumbai-400071, having PAN No. AZPPB6837J and **Shri. Devi Prasad Bammidi**, Indian Inhabitant(s), having address at /residing at C/O: B S Narayana Late, D.no-10-182/7, Plot no-313, 2nd Floor, Visalakshinagar, Near Kodanda Ramalayam, Visakhapatnam (Urban), Visakhapatnam, Andhra Pradesh -530043, having PAN No. ABMPB7676A hereinafter referred to as the "**PURCHASER(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 heirs, executors, administrators and assigns / in case of partnership firm - the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving

partner their or his assigns, in the case of company - its successors and permitted assign) of the **OTHER PART**:

WHEREAS :

- (a) One Mrs. Sugrabai S. Sutarwala (since deceased) was seized and possessed of and/or otherwise well and sufficiently entitled to the plot lying, being and situate at Village Borla. Chembur bearing C.T.S. Nos. 619, 619/1 and 619/4 (hereinafter referred to as the "**Said Plot - A**") and more particularly described in the First Schedule hereunder written;
- (b) The said Mrs. Sugrabai S. Sutarwala died intestate in Mumbai on or about 15-01-1980 leaving behind her surviving, the following heirs and legal representatives according to the Muslim Law of Succession by which she was governed at the time of her death as her only legal heirs and representatives :
- 1) Mrs. Mehrunisa Sutarwala, 2) Dr. Tara Kamruddin, 3) Mrs. Nisrin Hassan Merchant, 4) Mrs. Selina Abbas Vagh, 5) Mrs. Kulsum Abid Lukmanji, 6) Mrs. Zohra Fritz, 7) Mrs. Fatima Ali Sutarwala, 8) Shakeel Ali Sutarwala, 9) Mrs. Falak Fazalali, 10) Mrs. Almas Rias and 11) Mr. Abbas Sutarwala. (hereinafter referred to as the "heirs" of Late Mrs. Sugarbai S. Sutarwala);
- (c) The said **Plot - A** had been let out to one Mr. Chandulal Lohana who was in use and possession of the said **Plot - A**;
- (d) By an Agreement for Sale dated 20-02-1992 the heirs of Late Mrs. Sugarbai S. Sutarwala agreed to sell the said **Plot - A** to (1) Smt. Hiramani C. Lohana, (2) Shri Raju C. Lohana, (3) Shri Sunil C. Lohana, (4) Shri Deepak. C. Lohana and (5) Shri Anil. C. Lohana, in their capacity as

partners of M/s. Saibaba Associates (hereinafter referred to as the "said Lohanas") on 'as is where is' basis subject to the tenancy of the said Mr. Chandulal Lohana for the consideration and on the terms and conditions contained therein;

- (e) The sale of the said **Plot - A** by the heirs of Late Mrs. Sugarbai S. Sutarwala in favour of the said Lohanas therein under the said Agreement for Sale dated 20-02-1992 did not take place as the said Lohanas nominated the Owners/Promoters herein (in their place and stead) for the purpose of completion of the sale;
- (f) Vide Deed of Transfer and Assignment of Tenancy dated 07-04-2006 executed between Mr. Chandulal Lohana (therein referred to as the **Assignor**) of the One Part, (1) Smt. Hiramani C. Lohana, (2) Shri Raju C. Lohana, (3) Shri Sunil C. Lohana, (4) Shri Deepak C. Lohana and (5) Shri Anil C. Lohana, as partners of M/s. Saibaba Associates, a partnership firm (therein referred to as **Confirming Parties**) and hereinafter referred to as the said Lohanas of the Second Part and (1) Mr. Jayantilal L. Mistry, (2) Mr. Jayesh Jayantilal Mistry, (3) Mr. Manish Jayantilal Mistry and (4) Mrs. Mita Panchal wife of Mr. Ashish Panchal and D/o Mr. Jayantilal Laljibhai Mistry (therein referred to as the Assignee) of the Third Part, the Assignor therein transferred and assigned his tenancy and all other right, title and interest in the said **Plot - A** in favour of the Assignee therein, for the consideration and on the terms and conditions incorporated therein. The Assignor Mr. Chandulal Lohana handed over the possession of the said **Plot - A** to the Assignee therein;
- (g) Vide Indenture, dated 07-05-2006, executed between the heirs of Late Mrs. Sugarbai S. Sutarwala (therein referred to as "Vendors") of the One

building upon all the flats being sold and the purchasers of flats in the said building paying to the Owners/Promoters their respective dues and strictly complying and adhering to all terms and conditions of their respective agreements with the Owners/Promoters the Owners/Promoters shall cause to be executed deed of conveyance of the land with building(s) in favour of such co-operative society OR in the alternative the Owners/Promoters shall submit the land with new building to the provisions of the Maharashtra Ownership Act. 1970 and form a Condominium;

- (x) The Purchaser has seen all the document of title relating to the said Property together with the layout plan of the part of the said Property (showing the location of the said Le Jardin as approved by the Municipal Corporation of Greater Mumbai (MCGM) and the plans, designs and specifications prepared by Promoters, Architects, all approvals and all such documents as specified under MOFA 1963 and rules made there under as amended up to date.
- (y) The Owners/Promoters accordingly have commenced the construction of the said building in accordance with the approved Plans, and have obtained Part Occupancy Certificate which is annexed as Annexure C.
- (z) The Purchaser(s) applied to the Owners/Promoters for sale of **Flat No. 603** on the 6th floor in the said building under construction (hereinafter referred to as the "**said Flat**") and allotment of ___ open car parking space in the compound of the building and Nil stilt car parking space in the building to be known as Le Jardin at Motibagh, Borla Village, Sion Trombay Road, Chembur, Mumbai.

Second Schedule hereunder written in accordance with plans, designs, specifications approved by the MCGM and which have been seen by the Purchaser(s) with only such variations and modifications as the Owners/Promoters may consider necessary or as may be required by the MCGM / Government to be made in them or any of them. The Purchaser(s) hereby gives irrevocable consent to the Owners/Promoters in respect of such variations or modifications to the layout plan in respect of the said Property and to the plan of the said Building construction of additional floors. However such variation or modifications shall not adversely affect the Flat or Unit agreed to be purchased by the Purchaser(s). The Purchaser(s) do hereby record its/her/their express consent to the Owners/Promoters making consequent changes in the plans presently sanctioned for so consuming such T.D.R. and the Purchaser(s) doth/do hereby agree and undertake not to raise any objection in this respect either individually or collectively with the purchasers of other flats proposed to be constructed by the Owners / promoters. The Purchaser(s) hereby agree(s) to give all the co-operation to the owners/promoters as the Owners/Promoters may request from time to time after the Owners/Promoters shall have delivered the possession of the Premises agreed to be sold to the Purchaser but at the cost of the Owners/Promoters so as to enable the Owners/Promoters to complete the development work of the said Property in the manner that may be determined by the Owners/Promoters.

- 2, (a) The Purchaser(s) agrees to purchase from the Owners/Promoters and the Owners/Promoters hereby agree to sell to the Purchaser(s) subject to what has been recited hereinabove and/or stated and stipulated herein the **Flat No. 603** admeasuring about **801 sq. ft** (74.42 sq.

mtrs.) of RERA carpet area, on the 6th floor, as shown in the floor plan thereof and surrounded by red colour boundary line, hereto annexed and marked "**Annexure-F**", along with exclusive right to use ___ open car parking space and Nil stilt car parking space, as shown in the floor plan thereof and surrounded by red colour boundary line, hereto annexed and marked "**Annexure-G**" in the "Le Jardin" building on plot more particularly described in the First Schedule and Second Schedule hereunder written and also together with proportionate undivided share in common areas and facilities of the said Building more particularly described in Third schedule hereunder written (the said flat, the said car parking spaces and proportionate share in the said common areas facilities of the said Building are hereinafter collectively referred to as '**the said Premises**') for the total purchase price of **Rs. 2,11,00,000/-** (Rupees Two Crore Eleven Lakhs only). The proportionate share of the Purchasers in the said Common areas facilities is liable to be increased and/or decreased in the event of there being a change in the building plans. The Purchasers have prior hereto paid to the Owners/Promoters sum of **Rs. _____/-** as aforesaid (the payment and receipt whereof the Owners/Promoters do hereby admit and acknowledge. The balance consideration amount of **Rs. _____/-** (Rs. ___ Only) is required and payable immediately on or before execution of the present agreement.

- (b) It is agreed and clarified by and between the Parties that:
- (i) All cheques towards payment of the purchase price and other amounts and deposits payable by the Purchaser(s) shall be account payee cheques in favour of JAY CONSTRUCTION INDIA and shall be deemed to be received by the Owners/Promoters, only upon encashment thereof.

proportionately by the Purchaser(s) of all the Premises in the said Building (as the case may be). The Purchaser(s) shall on demand pay to the Owners/Promoters its/her/their proportionate share in regard to the above. The amount payable under this Clause is in addition to the amount as mentioned in Clause 33 above.

45. Permanent Account Numbers [PANS] of the Promoters and the Purchaser(s) are as under:

(A) The Owners/Promoters --JAY CONSTRUCTION INDIA

That they are assessed to Income-Tax by the Dy. Commissioner (Mumbai)

- Range _____, and their Permanent Account Number is

PAN AAEFJ4550A.

(B) The Purchasers/s Shri. _____ that the Flat

Purchasers are assessed to Income tax by Ward/Circle

_____ and the Permanent Account Number allotted to him is

46) This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and the rules made there under.

THE FIRST SCHEDULE REFERRED TO HEREINABOVE

(Description of said Plot- A)

ALL THAT piece or parcel of land situate, lying and being at Motibaugh, Borla Village, Sion Trombay Road, Chembur, Bombay - 400 071 bearing C.T.S. Nos.619, CTS 619/1 and 619/4 (old CTS No. 613 (part)) in the Registration District and Sub-District of Mumbai Suburban admeasuring in aggregate 2102.6 sq.mtrs. Or

thereabout as per Deed of Conveyance dt. 07-05-2006 and 1788.70 sq. mtrs. as per P.R Cards and bounded as follow: i.e. to say

On or towards the East : partly by the Property of Natwar Parikh Company Private Limited and partly by the property of Eastern Refineries,

On or towards the North : by the property known as Jani Compound,

On or towards the West : by the Property of Government consisting of Ghatla Village and

On or towards the South partly by the Property of the Sulphur Refineries and partly by Subdivision Road.

THE SECOND SCHEDULE REFERRED TO HEREINABOVE

(Description of said **Plot - B**)

ALL THAT piece or parcel of land bearing C.T.S. Nos. 619/3 admeasuring 296.70 sq. mtrs. as per Agreement dt. 26-10-2005 and 216.70 sq. mtrs. or thereabouts as per P. R. Cards at Village Borla, Taluka Kurla in the Registration District and Sub-District of Mumbai Suburban.



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/1300/M/W/337(NEW)/FCC/3/Amend

COMMENCEMENT CERTIFICATE

To,
Shri. Jayantilal Mistry and others
10-D, Everest Tardev, Mumbai-400034

Sir,
With reference to your application No. **CHE/ES/1300/M/W/337(NEW)/FCC/3/Amend** Dated. **08 Dec 2016** 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 **08 Dec 2016** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **619, 619/1, 619/3, 619/4** Division / Village / Town Planning Scheme No. **CHEMBUR-W** situated at - Road / Street in **M/W 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. **Asst.Engineer Bldg Proposal "M"ward** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto



MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
PART OCCUPANCY CERTIFICATE
[CHE/ES/1300/M/W/337(NEW)/OCC/1/New of 01 December 2022]

To,
Shri. Jayantilal Mistry and others
10-D, Everest Tardev, Mumbai-400034.

Dear Applicant/Owners,

The **Part 1** development work of **Residential** building comprising of **stilt for parking + 1st to 11th upper floors in wing 'A' and stilt for parking + 1st to 11th upper floors in wing 'B'** on plot bearing C.S.No./CTS No. **619, 619/1, 619/3, 619/4** of village **CHEMBUR-W** at **Chembur** is completed under the supervision of Shri. **DILIP BHALCHANDRA JAYAWANT**, Architect, Lic. No. **CA/87/11113**, Shri. **Hiten R Mahimtura**, RCC Consultant, Lic. No. **STR/M/63** and Shri. **Yunus Khan**, Site supervisor, Lic.No. **P/145/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **CHE/ES/1300/M/W/337(NEW)-CFO/1/New**, dated **25 October 2022**.

It can be occupied with the following condition/s.

- 1) That the prospective occupants of building shall be made aware of the balance works & MCGM shall be kept indemnified for any litigations, mishap etc.
- 2) That the prospective occupiers of building shall be made aware of the ongoing construction activities/ partially incomplete works & protective/ safety measures to be adopted at their end & no FSI violations within the said portion shall be permitted by the developer.
- 3) That all temporary provisions in regards to building services shall be maintained till full OCC.
- 4) That the finishing work of raw flats shall be completed as per the approved plans.

Note :- This permission is issued without prejudice to actions under sections 305,353-A of Mumbai Municipal Corporation Act.

Copy To :

1. Asstt. Commissioner, M/W Ward
 2. A.A. & C. , M/W Ward
 3. EE (V), Eastern Suburb
 4. M.I. , M/W Ward
 5. A.E.W.W. , M/W Ward
 6. Architect, DILIP BHALCHANDRA JAYAWANT, 103/104, RAMKRISHNA APARTMENT SALVI WADI, MULUND (E), MUMBAI
- For information please

Digitally signed by Bajirao Lahu Patil
Date: 01 Dec 2022 20:15:37
Organization: Brihanmumbai Municipal Corporation
Designation: Executive Engineer



25/01/2024

B-S-T

FILE NO.
[]

Previous File No. []

Year From [] To []

Address []

Name of Subject []

ence No. []

- ① DEVI PRASAD
- ② SMITA BAMBIDI
- ③

Deonar Branch
R. 1-60

AMT		
PROCESSING OFFICER		
RESI/OFF		
TIR		
VALUATION	30/01/24	Vasthukola
SITE		
LOAN A/C		
T.D.		
D.E.		

73321

SHIVAM
SPRING FILE
NO. 1 EXECUTIVE

25/01/2024