

THIS AGREEMENT entered into at Mumbai this 25th day of January 2024

BETWEEN

KOHINOOR PLANET CONSTRUCTIONS PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act, 1956, and an existing company under the provisions of the Companies Act, 2013, CIN: U45102MH1996PTC103315 and PAN: AABCR6994E, and having its registered office at Kohinoor Corporate Office, Senapati Bapat Road, Dadar (West), Mumbai-400 028, 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 successors and assigns) of the One Part

AND

(1) **MR. JITEN MAHASUKHLAL SHAH** of Mumbai, Indian Inhabitant having PAN:AAGPS7209D and Aadhaar: 7836 5963 5757, and (2) **MRS. DIPTI JITEN SHAH** of Mumbai, Indian Inhabitant having PAN: AINPS3494B and Aadhaar: 6379 0307 9431, both residing at Laxmi Bhavan Society, 15-F, M. B. Raut Road, Behind Baristha, Shivaji Park, Dadar West, Mumbai - 400028, hereinafter referred to as "**THE FLAT PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and permitted assigns) of the Other Part

WHEREAS

A. The Shivaji Park Oceana Co-operative Housing Society Limited, hereinafter referred to as "the Society", a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and Registration No. BOM/ HSG/ 4930, dated 12th October, 1976, and having its registered office at Oceana Apartments, Keluskar Road (South), Shivaji Park, Dadar (West), Mumbai - 400 028, is the owner of all that piece or parcel of land bearing Cadastral Survey No. 377(Part) of Mahim Division, situate, lying and being at Shivaji Park, Keluskar Road (South), Dadar (West), Mumbai - 400028, and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban, hereinafter referred to as "the Plot", and of the building known as Oceana Apartments, which was standing on the Plot and which has since been demolished as stated hereinafter referred to as "the Old Demolished Building".

B. By a Development Agreement dated 17th April, 2023, hereinafter referred to as "the Development Agreement" entered into between the Society, of the First Part, Mrs. Rekha Ajit Wadekar, and others, being the members of the Society, of the Second Part, and the Promoters, of the Third Part, and

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registered with the Sub-Registrar, Mumbai City No. 4, under Serial No. BBE4/ 6033/ 2023, on 11th May, 2023, the Society, with the confirmation of its members (including the Member/s), as was testified by the said members (including the Member/s) joining in the execution of the Development Agreement and by becoming parties thereto, agreed to grant development rights to the Developer for the redevelopment of the Property, for the consideration and upon and subject to the terms and conditions therein mentioned. The Society also executed in favour of the Developer and its directors Unmesh Manohar Joshi and Mrs. Madhavi Unmesh Joshi, a Power of Attorney dated 26th May, 2023, authorising them jointly and/or severally, to do, execute, carry out and perform various acts, deeds, matters and things, therein mentioned, for the redevelopment of the Property and the construction of the new building on the Plot. This Power of Attorney has been registered with the Sub-Registrar, Mumbai City No.4, under Serial No. BBE4/ 8526/ 2023, on 26th May, 2023.

C. The Promoter desires to redevelop the Plot and the Old Demolished Building in keeping with the provisions of the Development Control and Promotion Regulations for Greater Mumbai - 2034 ["DCPR-2034"], by obtaining the cooperation of the members of the Society, by accepting permanent alternate accommodation flats and tenements in the new building, to be constructed on the Plot in lieu of their existing flats in the Old Demolished Building, and by shifting to the temporary alternate accommodation during the period the new building is constructed on the Plot; applying for and obtaining all approvals, sanctions, permissions, no objection certificates etc.. from the Municipal Corporation of Greater Mumbai ("MCGM") and other concerned officers and authorities for the redevelopment of the Plot and the Old Demolished Building and the construction of the new building on the Plot; applying for and obtaining sanction and approval of the plans, designs and specifications of the new building to be constructed on the Plot from MCGM and other concerned authorities; demolishing the Old Demolished Building on the members shifting to the temporary alternate accommodation; commencing, carrying out and completing the construction of the new building on the Plot in accordance with the sanctioned plans and the permissions, approvals, sanctions and no objection certificates etc. granted by MCGM and other authorities for the redevelopment of the Plot and the Old Demolished Building, and while approving and sanctioning the plans, designs and specifications of the new building, by utilising and consuming the full development potential of the Plot and the Old Demolished Building, as permitted under the Development Agreement; allotting to the members the premises to be allotted to them, respectively, as per the Development



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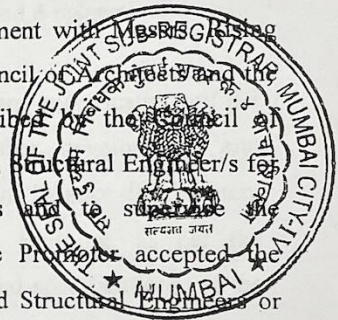
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and 15 upper habitable floors, containing the flats to be allotted to the members of the Society, and the flats and premises to be sold and/or allotted to the prospective purchasers/ allottees, and, MCGM has issued its IOD No. P-12718/ 2022/ (377)/ G/ North/ MAHIM/ IOD/ 1/ New dated 26th June, 2023 and amended IOD No. P-12718/2022/(377)/G/North/MAHIM/337/1/Amend dated 10th October 2023, in respect thereof.

E. MCGM issued its Commencement Certificate No. P-12718/ 2022/ (377)/ G/ North/ MAHIM/ CC/ 1/ New, dated 17th August, 2023, for commencing and carrying out the construction of the said Building on the Plot as per the approved plans.

F. The Plot together with the said Building to be known as "Oceana" under construction thereon is hereinafter referred to as "the Property" and more particularly described in the **First Schedule** hereunder written.

G. The Promoter has entered into a Standard Agreement with M/s. Rishabh Planet, Architects who are registered with the Council of Architects and the said Agreement is as per the agreement prescribed by the Council of Architects and also appointed JW Consultants LLP, Structural Engineer/s for preparation of structural designs and drawings and to supervise the construction work of the said Building and the Promoter accepted the professional supervision of the said Architects and Structural Engineer/s or such other Architect and/or Structural Engineer, who may from time to time be appointed in their or his or her place or stead till the completion of the said Building.



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H. While sanctioning the said plans the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while redeveloping the Property and constructing the said Building and upon the observance and performance of which the Completion and Occupation Certificate(s) in respect of the said Building will be granted by the concerned local authority.

I. Upon the members of the Society, vacating and removing themselves along with their family members and belongings from their respective flats in the Old Demolished Building, and the Promoter getting the joint possession of the Plot and the Old Demolished Building, from the Society, the Promoter demolished the said Building, and the Promoter has already commenced the work of carrying out redevelopment on the Plot and the construction of the

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of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA"), and the Real Estate (Regulation and Development) Act, 2016 ("RERA"), and the Rules made thereunder.

M. The Flat Purchaser/s who has/have full notice of the provisions/contents of the said documents referred to hereinabove and of the terms and conditions herein, applied to the Promoter for allotment of **4 BHK Flat No. 2101** having carpet area of **1566.27 square feet i.e. 145.51 square meters** along with Balcony area of **27.18 square meters** and Dry Balcony area of **2.41 square meters** on the **21st floor** of the said Building which is being constructed by the Promoter on the Plot hereinafter referred to as "**the said Flat**" and **2 (Two) Car Parking Spaces viz., Car Parking Space No/s. 401 & 402** in the **4th level podium** of the said Building hereinafter referred to as "**the said Parking Space/s**" and delineated on the plan hereto annexed as **Annexure "8"**. The expression "**Carpet Area**" means the net usable area of the Flat excluding the area covered by the external walls, areas under service shafts, exclusive balcony appurtenant to the Flat for the exclusive use of the Flat Purchaser/s or Verandah area and exclusive open terrace area appurtenant to the Flat for the exclusive use of the Flat Purchaser/s, but includes the area covered by the internal partition walls of the Flat.

N. Relying upon the application and consent of the Flat Purchaser/s the Promoter has agreed to sell to the Flat Purchaser/s the said Flat and the said Parking Space/s at the price and on the terms and conditions hereinafter appearing.

O. Prior to the execution of these presents the Flat Purchaser/s has/have paid to the Promoter a sum of **Rs.25,00,000/- (Rupees Twenty Five Lakhs only)** [comprising the sum of **Rs.24,75,000/- (Rupees Twenty Four Lakhs Seventy Five Thousand only)** paid by the Flat Purchaser/s to the Promoter and the sum of **Rs.25,000/- (Rupees Twenty Five Thousand Only)** deducted as tax at source under the provisions of Income Tax Act.1961], being part payment of the sale price of **Rs.7,53,91,200/- (Rupees Seven Crores Fifty Three Lakhs Ninety One Thousand Two Hundred Only)** of the said Flat and the said Parking Space/s as advance payment or deposit, and the Flat Purchaser/s has/have agreed to pay to the Promoter the balance of the sale price in the manner hereinafter contained.

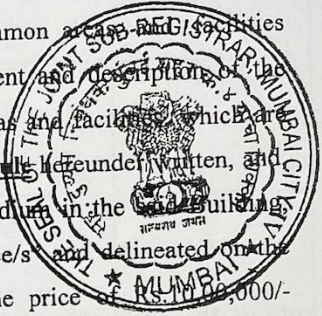
P. The Promoter has registered the Project under the provisions of RERA with the Maharashtra Real Estate Regulatory Authority at No. P51900053437. The expression "Project" shall mean the redevelopment of the Plot and the

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said Building on the said Property and the said Flat or its location, dimensions or other specifications are not changed.

2. The Flat Purchaser/s hereby agree/s to acquire and purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser/s 4 **BHK Flat No. 2101 on the 21st floor of the said Building known as Oceana** having carpet area of **1566.27** square feet i.e. **145.51** square meters along with Balcony area of **27.18** square meters and Dry Balcony area of **2.41** square meters on the **21st floor**, hereinafter referred to as "**the said Flat**" as shown in the floor plan thereof hereto annexed and marked **Annexure "3"** for the price or consideration of **Rs.7,43,91,200/- (Rupees Seven Crores Forty-Three Lakhs Ninety-One Thousand Two Hundred Only)** including Rs. Nil being the proportionate price of the common areas and facilities appurtenant to the said Flat, the nature, extent and description of the common areas and facilities/limited common areas and facilities which are more particularly described in the **Second Schedule** hereunder written, and **2 (Two) Car Parking Space/s** in the 4th level podium in the said building hereinafter referred to as "**the said Parking Space/s**" and delineated on the plan hereto annexed as **Annexure "8"**, for the price of **Rs.10,00,000/- (Rupees Ten Lakhs only)**. Thus, aggregate consideration amount for the said Flat and the said Parking Space/s is **Rs.7,53,91,200/- (Rupees Seven Crores Fifty-Three Lakhs Ninety-One Thousand Two Hundred Only)**.



Handwritten calculations in a box:
 7,43,91,200 + 10,00,000 = 7,53,91,200
 7,53,91,200 / 100 = 75,39,120
 75,39,120 * 6.02% = 45,39,120

3. The Flat Purchaser/s hereby agree/s to pay to the Promoter the said amount of purchase price or consideration of **Rs.7,53,91,200/- (Rupees Seven Crores Fifty Three Lakhs Ninety One Thousand Two Hundred Only)** in the following manner: -

Sr. No.	Particulars	Percentage	Amount in Rs.
1	Paid as advance payment		10,00,000
2	Paid before the execution of Agreement	3.98%	15,00,000
3	After completion of plinth		2,50,000
4	On Completion of 1st Slab		2,50,000
5	On Completion of 8th slab AND within 15 (fifteen) days from issue of Demand Note by the Promoter and upon receipt of Commencement Certificate (CC) for 21 and above Floors and	6.02%	45,39,120

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	uploading the same on RERA Website.		
6	On or before 12th Slab	10%	75,39,120
7	On or before 16th Slab	10%	75,39,120
8	On or before 20th Slab	10%	75,39,120
9	On or before Terrace Slab	10%	75,39,120
10	On completion of walls, internal plaster, floorings, door and windows	10%	75,39,120
11	On completion of Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the Apartment	10%	75,39,120
12	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the Apartment is located	10%	75,39,120
13	On completion of the lifts, water pump, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the agreement of sale of the building or wing in which the said Apartment is located	10%	75,39,120
14	At the time of handing over the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.	10%	75,39,120
	Total	100%	7,53,91,200



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It is hereby recorded that the Flat Purchaser/s has/ have prior to the execution of this Agreement paid to the Promoter a sum of Rs.25,00,000/- (Rupees Twenty-Five Lakhs Only) as part consideration as mentioned at Serial No. 1 and 2 above in the Payment Schedule (the payment and receipt whereof the Promoter doth hereby admit and acknowledge). It is agreed and understood

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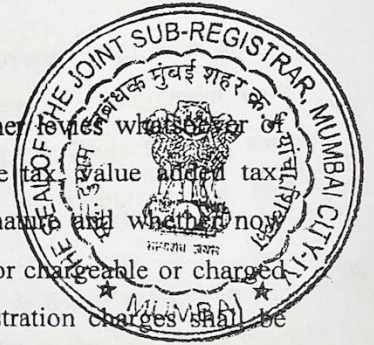
and every calendar month in advance and shall not withhold the same for any reason whatsoever.

16. The Flat Purchaser/s shall on or before delivery of possession of the said Flat keep deposited with the Promoter the following amounts:-

(i)	Rs.700/-	For share money, application, entrance fee of the Society;
(ii)	Rs.25,000/- + GST	Society Formation Charges;
(iii)	Rs.5,09,862/- + GST	Towards the proportionate share of the sinking fund of the Society;
(iv)	Rs.25,000/- + GST	Electricity Meter Deposit and Charges;
(v)	Rs.25,000/- + GST	Legal Charges.
	Rs.5,85,562/- + GST	Total Rs.

17. The Promoter shall utilise the sum of **Rs. 25,000/-** paid by the Flat Purchaser/s to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with the cost of preparing and engrossing this Agreement.

18. All the stamp duty and registration charges and other levies whatsoever and incidental to this Agreement including service tax, value added tax, goods and services tax and other taxes of a like nature and whether now payable/chargeable or hereafter to become payable or chargeable or charged including any additional stamp duty, penalty, registration charges shall be exclusively borne and paid by the Flat Purchaser/s. At the time of entering into this Agreement the Flat Purchaser/s shall pay the stamp duty and registration charges payable, if any on and in respect of this Agreement as per the provisions of law and shall at or before the execution and registration of any deed or document in pursuance of this Agreement deposit his/ her/ their/ its share of the stamp duty and registration charges, payable thereon.



19. The Promoter hereby represents and warrants to the Flat Purchaser/s as follows:-

- (a) The Society has clear and marketable title to the Plot and the Promoter has the requisite rights to carry out development upon the Plot and also has actual, physical and legal possession of the Plot jointly with the Society for the implementation of the Project;
- (b) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the project and

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40. Along with this Agreement, the Parties have executed a separate Memorandum of Understanding ("MOU") confirming the terms of this Agreement. The MOU at all times shall be read as part and parcel and in continuation of this Agreement.

41. In the event of any of the Parties hereto committing breach in compliance of fulfillment of their obligations and covenants contained under these presents, the only remedy available to the other party shall be by way of seeking Specific Performance of such obligations or covenants or this Agreement.

42. 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 at Mumbai will have jurisdiction for this Agreement.

43. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Maharashtra Real Estate Regulation Authority as per the provisions of RERA and the Rules and Regulations, thereunder.

IN WITNESS WHEREOF the Promoter and the Flat Purchaser/s have set and subscribed their respective hands hereunto the day and year first hereinabove written.

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THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land admeasuring 1774.57 square yards i.e. 1483.77 square meters bearing Cadastral Survey No. 377 (Part) of Mahim Division, situate, lying and being at Shivaji Park, Keluskar Road (South), Mumbai 400 028, and within the Registration District and Sub-District of Mumbai City and Mumbai Suburban

Registration District and Sub-District of Mumbai City and Mumbai Suburban together with the building known as Oceana under construction thereon and bounded as follows that is to say:

On or towards the North:

On or towards the East:

On or towards the West:

On or towards the South:

By Keluskar Road Extension;

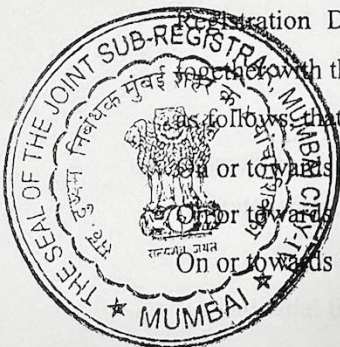
By Property of Dadiba Sorabji Dubash;

By property bearing Cadastral Survey

No. 377 (Part) of Mahim Division; and

By Property bearing Cadastral Survey

No. 2/377 of Mahim Division.



THE SECOND SCHEDULE ABOVE REFERRED TO

THE NATURE, EXTENT AND DESCRIPTION OF "THE COMMON AREAS AND FACILITIES" AND OF "THE LIMITED COMMON AREAS AND

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FACILITIES" SHALL BE AS UNDER:-

A. THE COMMON AREAS AND FACILITIES.

i. Entrance lobby and foyer of the building will for the benefit of the purchaser of the flats and premises in such building.

ii. Compound of the building/s i.e the open area (out of the said property) appurtenant to built up area of the said building/s but excluding the open car parking spaces in the compound allotted /to be sold, allotted and reserved to or in favour of the respective purchasers of flats and premises if permitted and constructed and also excluding the open car parking spaces in the compound sold, allotted or reserved in favour of any flat purchaser/ allottee as mentioned hereinabove in this Agreement. .

iii. The staircase and lift of the building/respective buildings including main landing for the purpose of ingress and egress of the flat purchasers of and visitors to such building but not for the purposes of storing or for recreation or for residence or for sleeping.

iv. Terrace above the top floor of the building/respective building for being used as a means of access to the water tanks by the members owning flats and premises in such building.

B. THE LIMITED COMMON AREAS AND FACILITIES.

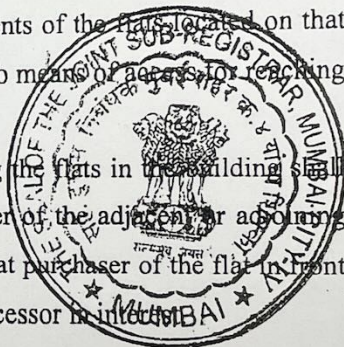
i. Landing in front of the stairs on the floor in which the particular flat is located, as a means of access to the Flat but not for the purpose of storing or as a recreation area or for residence or for sleeping;

ii. The landing is limited for the use of the residents of the flats located on that particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors.

iii. Terraces in front of or adjacent to or adjoining the flats in the building shall be available for the exclusive use of the flat purchaser of the adjacent or adjoining flats or his/ her/ its/ their successor in interest or the flat purchaser of the flat in front of which the terrace is located or his/ her/ their/ its successor in interest.

iv. Car Parking Spaces, in the compound/ open space/ stilts, sold, allotted or reserved in favour of any flat purchaser/s, shall be available for the exclusive use of such flat purchaser/s and his successors in interest of his/her/their/its flat.

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THE THIRD SCHEDULE ABOVE REFERRED TO

Common Expenses covered under the Society/MSEB Expenses/Taxes/Advance maintenance Deposits:

1. The expenses of maintaining, repairing, redecorating etc. of the building and in particular the roof, water tanks, gutters and rain water pipes of the building, water pipes and electrical wires, in under or upon the building and enjoyed or used by the purchasers in common with the other occupiers of other flats and parking spaces and

J. Shah

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SIGNED SEALED AND DELIVERED by)
Unmesh Manohar Joshi, the Authorised)
Signatory and Director of the within named)
PROMOTER, KOHINOOR PLANET)
CONSTRUCTIONS PRIVATE LIMITED)
pursuant to the Resolution of its Directors at)
their meeting held on 10th November 2023 in)
the presence of.)



CMH
[Signature]

1. Rohan Bhanane- *[Signature]*
2. Santosh Gujar. SA

SIGNED AND DELIVERED by the within)
named FLAT PURCHASER/S)
(1) MR. JITEN MAHASUKHLAL SHAH)



Jiten m. shah

(2) MRS. DIPTI JITEN SHAH



Dipti. J. Shah

in the presence of.

1. *[Signature]*
2. *[Signature]*



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