

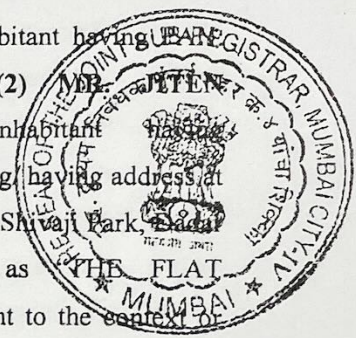
THIS AGREEMENT entered into at Mumbai this 25th day of January 2024

BETWEEN

[Handwritten initials]
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) **MRS. DIPTI JITEN SHAH** of Mumbai, Indian Inhabitant having PAN: AINPS3494B and Aadhaar: 6379 0307 9431, and (2) **MR. MAHASUKHLAL SHAH** of Mumbai, Indian Inhabitant having PAN: AAGPS7209D and Aadhaar: 7836 5963 5757, both residing at Laxmi Bhavan Society, 15-F, M. B. Raut Road, Behind Baristha, Shivaji Park, Dadar West, Mumbai - 400028 and 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 in the case of individual/s his/ her/ their heirs, executors, administrators and permitted assigns, in the case of a company or a limited liability partnership, its successors and permitted assigns and in the case of a partnership, the partner or partners for the time being of the said firm, the survivor or survivors of them, the heirs, executors and administrators of the last surviving partner and their, his or her permitted assigns) of the Other Part.



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WHEREAS

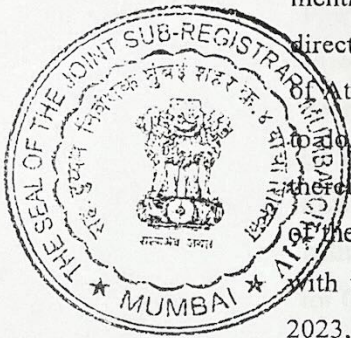
A. The Shivaji Park Oceana Co-operative Housing Society Limited, hereinafter referred to as "the Society", a Co-operative Housing Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960, under Registration No. BOM/ HSG/ 4930, dated 12th October, 1976, and having its 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".

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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 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.

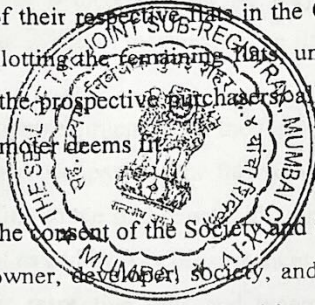


C. The Promoter desires to redevelop the Plot and the Old Demolished Building in keeping with the provisions of the Development Control and Promotion Regulations for Greater Mumbai - 2034 ["DCPR-2034"], by obtaining the cooperation of the members of the Society, by accepting permanent alternate accommodation 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

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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 Agreement, in lieu of their respective flats in the Old Demolished Building, and selling and/or allotting the remaining flats, units, areas and amenities in the new building to the prospective purchasers/allottees, on such terms and conditions as the Promoter deems fit.



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The Promoter, with the consent of the Society and its members, and also with the consent, of the owner, developer, society, and other stakeholders of the adjoining plots of land, viz., the plot of land bearing Cadastral Survey No. 2/377 of Mahim Division, i.e. the plot of land on which the Dnyaneshwar Mandir, and the building known as Beachcroft were located, [“the Beachcroft Plot”], and/or the plot of land bearing Cadastral Survey Nos. 377(Part) of Mahim Division, i.e. the plot on which the building of the Moti Sagar Co-operative Housing Society Limited, is located, [“the Moti Sagar Plot”], and by entering into appropriate agreements, proposes to jointly redevelop the Plot along with the Beachcroft Plot and/or the Moti Sagar Plot, in keeping with the provisions of the Development Control and Promotion Regulations for Greater Mumbai - 2034 [“DCPR-2034”], by:

- (i) getting approved a common amalgamation layout of the Plot, and the Beachcroft Plot and/or the Moti Sagar Plot, from MCGM and/or other concerned officers and authorities;
- (ii) getting the plans, designs and specifications of the new building/s to be constructed in the said common amalgamation layout of the Plot, and the Beachcroft Plot and/or the Moti Sagar Plot, approved from MCGM and/or other authorities, as may be necessary or required, and also applying for and obtaining all permissions, approvals, sanctions, no objections, certificates etc. as may be necessary or required for the construction of the said new building/s in the said common amalgamation layout;
- (iii) carrying out and completing the construction of the said new building/s by utilizing full development potential of the Plot, the Beachcroft Plot and/or the Moti Sagar Plot, including all FSI, additional FSI, incentive FSI, floating FSI, set back FSI, Transferable Development Rights in the form of FSI (TDR FSI) of any reserved portion of these plots on the remaining area of the plots, or purchased and acquired from elsewhere, etc.;

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- D. The Promoter proposes to carry out the redevelopment of the Plot and the construction of the new building thereon in phases, and the Promoter applied for and obtained from MCGM the approval of the plans, designs and specifications of the new building to be known as "Oceana" to be constructed and redeveloped on the Plot, hereinafter referred to as "*the said Building*", consisting of a utility basement, ground floor/ stilt and 8 level podium containing parking spaces, an amenity floor containing common amenities, 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 Messrs. Rising 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 Engineers 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.
- 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



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of which the Completion and Occupation Certificate(s) in respect of the said Building will be granted by the concerned local authority.

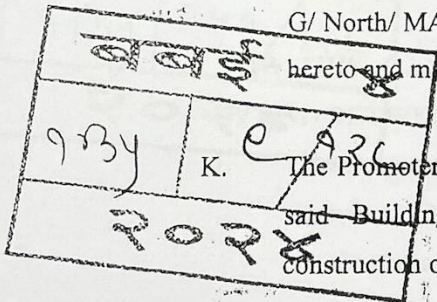
I. Upon the members of the Society, vacating and removing themselves along with their family members and belongings from their respective flats in the Old Demolished Building, and the Promoter getting the joint possession of the Plot and the Old Demolished Building, from the Society, the Promoter demolished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

J. The Certificate of Title issued by Mayur Thorat, Advocate of the Promoter, Copies of the Certified Extract from the Cadastral Survey Register issued by the Office of the Collector of Mumbai showing the nature of title of the Society to the Plot, the authenticated copy of the plans and specifications of the Plot agreed to be purchased by the Flat Purchaser/s, copy of the IOD No. P-12718/ 2022/ (377)/ G/ North/ MAHIM/ IOD/ 1/ New dated 26th June 2023 along with amended IOD No. P-12718/2022/(377)/G/North/MAHIM/337/1/Amend dated 10th October 2023 and copy of the Commencement Certificate No. P-12718/ 2022/ (377)/ G/ North/ MAHIM/ CC/ 1/ New, dated 17th August 2023, have been annexed hereto and marked Annexure Nos. 1, 2, 3, 4 (colly) and 5 respectively.

K. The Promoter proposes to amend the plans, designs and specifications of the said Building in phases, for carrying out further development and construction on the Plot by utilising and consuming the balance development potential of the Plot, and to construct the said Building, as per the authenticated copy of the proposed plans, designs and specifications, of the said Building, annexed hereto and marked Annexure "6", which the Promoter will be getting approved as aforesaid, consisting of a utility basement, ground floor/ stilt and 8 level podium, containing parking spaces, an amenity floor containing common amenities, a service floor, and 29 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.

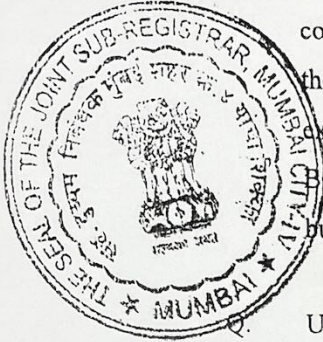
In the event of the Promoter implementing the Composite Joint Development Proposal, the Promoter will be amending the plans, designs, and specifications of the said Building for carrying out development and

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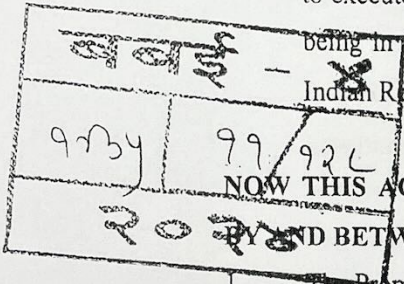


and the sum of **Rs.25,000/- (Rupees Twenty Five Thousand Only)** deducted as tax at source under the provisions of Income Tax Act.1961],, being part payment of the sale price of **Rs.5,79,14,800/- (Rupees Five Crores Seventy Nine Lakhs Fourteen Thousand Eight Hundred Only)** of the said Flat and the 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 construction of the said Building thereon, subject however that in the event of the Promoter implementing the Composite Joint Development Proposal, the expression "Project" shall mean the redevelopment of the Plot, and the Beachcroft Plot and/or the Moti Sagar Plot, and the construction of the new building/s thereon, and of which the said Building will form a part.



Under Section 4 of MOFA and Section 13 of RERA the Promoter is required to execute written Agreement for sale of the said Flat to the Flat Purchaser/s being in fact these presents and also register the said Agreement under the Indian Registration Act, 1908.



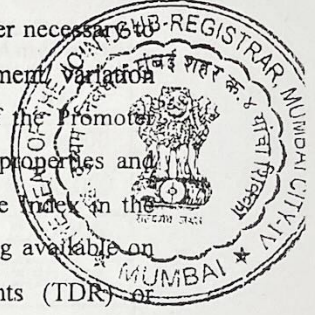
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Promoter shall under normal conditions construct the said Building to be known as Oceana consisting of a utility basement, ground floor/ stilt and 8 level podium containing parking spaces, an amenity floor containing common amenities, 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, in accordance with the plans, designs, specifications approved by MCGM, and which have been seen and approved by the Flat Purchaser/s, with such variations and modifications as the Promoter may consider necessary, or as may be required by the concerned local authority/ the Government, to be made in them or any of them. PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Flat Purchaser/s in respect of variations or modifications which may adversely affect the said Flat of the Flat Purchaser/s except any alteration or addition as per the authenticated proposed floor plans of the said Building, hereto annexed and marked Annexure "6", or as per the proposed floor plans of the said Building (in the event of the implementation

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of the Composite Joint Development Proposal), or as may be required by any Government authorities or due to change in law.

AND FURTHER that if and in case the Promoter may consider necessary to further amend/ vary the sanctioned plans or otherwise amendment/ Variation in the sanctioned plans becomes necessary either because of the Promoter acquiring or agreeing to acquire any additional property or properties and because of that or because of the increase in the Floor Space Index in the locality or additional or incentive Floor Space Index becoming available on account of acquisition of Transferable Development Rights (TDR) of otherwise then and in any of such cases the Promoter shall be entitled and be at liberty to amend/ vary the sanctioned plans provided the location of the said Building on the said Property and the said Flat at its location, dimensions or other specifications are not changed.

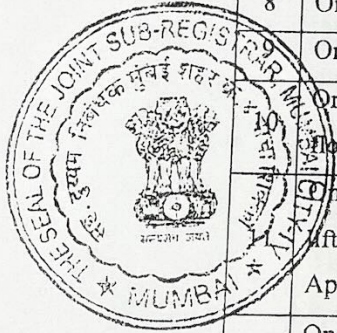


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2. The Flat Purchaser/s hereby agree/s to acquire and purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser/s **3 BHK Flat No. 2102** on the 21st floor of the said Building known as Oceana having of carpet area of 1209.34 square feet i.e. 112.35 square meters along with Balcony area of 19.03 square meters and Dry Balcony area of 3.13 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.5,69,14,800/- (Rupees Five Crores Sixty Nine Lakhs Fourteen Thousand Eight 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.5,79,14,800/- (Rupees Five Crores Seventy Nine Lakhs Fourteen Thousand Eight Hundred Only)**
3. The Flat Purchaser/s hereby agree/s to pay to the Promoter the said amount of purchase price or consideration of **Rs.5,79,14,800/- (Rupees Five Crores Seventy Nine Lakhs Fourteen Thousand Eight Hundred Only)** in the following manner :-

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Sr. No.	Particulars	Percentage	Amount in Rs.
1	To be paid as advance payment		10,00,000
2	To be paid after the execution of Agreement	5.18%	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 uploading the same on RERA Website		4.82%
6	On or before 12th Slab	10%	57,91,480
7	On or before 16th Slab	10%	57,91,480
8	On or before 20th Slab	10%	57,91,480
	On or before Terrace Slab	10%	57,91,480
	On completion of walls, internal plaster, floorings, door and windows	10%	57,91,480
	On completion of Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the Apartment	10%	57,91,480
	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%	57,91,480
	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%	57,91,480
	At the time of handling over the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.	10%	57,91,480
Total		100%	5,79,14,800



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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 together with the building known as Oceana under construction thereon and bounded as follows, that is to say:

On or towards the North:

By Keluskar Road Extension

On or towards the East:

By Property of Dadiba Sorabji Dubash;

On or towards the West:

By property bearing Cadastral Survey No. 377 (Part) of Mahim Division; and

On or towards the South:

By Property bearing Cadastral Survey No. 2/377 of Mahim Division.



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THE SECOND SCHEDULE ABOVE REFERRED TO

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

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

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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.

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 the main entrance passages, landings and staircases, of the building and the boundary wall of the building compound, terraces etc.

The costs of clearing and lighting the passages, landings, staircases and other parts of the building so enjoyed or used by the purchaser as aforesaid.

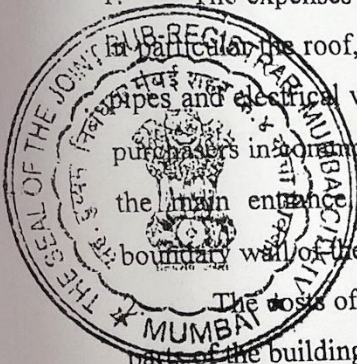
3. The costs of the salaries of clerks, bill collectors, sweepers, watchmen etc.

4. The costs of working and maintenance of lifts, water connections, lights and other services.

5. Municipal and other taxes.

6. Insurance and other charges.

7. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.



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