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AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") under the provisions of RERA being executed on this ९th day of March, 2023.

By and Between

M/s. SAI SIDDHI BUILDERS & DEVELOPERS, a. Registered Partnership Firm, duly registered under the Indian Partnership Act, 1932 having its registered office at 304, Jayshree Akshay CHS Limited, IC Colony, Borivali (West), Mumbai - 400092, hereinafter called "**THE DEVELOPERS**" (which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include all the Partners for the time being and from time to time of the said Firm, their heirs, successors and permitted assigns) jointly and severally of the **FIRST PART:**

AND

MR. BABULAL NARAYAN GHANCHI, (Aadhar no. 7696 7100 4125) son/ daughter of **NARAYANLAL TIKMJI GHANCHI**, aged 29 about (PAN No. -BAXPG4437R) residing at B/402, Swet Sagar, Liberty Garden Road, Near Liberty Garden, Malad (West) Mumbai 400064 and **MRS. MEENA NARAYAN GHACHI** (Aadhar no. 2940 8769 0203) son/ daughter of **SUKANCHAND RUPARAMJI GHACHI**, aged 52 about (PAN No. -AXKPG2110N) residing at B/402, Swet Sagar, Liberty Garden Road, Near Liberty Garden, Malad (West) Mumbai 400064 hereinafter called the "**ALLOTTEES/ PURCHASERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heir, executors, administrators, successors-in-interest and permitted assignees).

WHEREAS:

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A. One Mrs. Kulsumbai Badruddin Maladwala was the Owner of and/or **seized and possessed of and/or otherwise well and sufficiently entitled** to all that piece or parcel of land bearing Survey No. 5A (Part), being Plot No. 89 of Liberty Garden Housing Colony Private Scheme No. 1, lying, being and situate at Mamlatdar Wadi Road, Malad (West), Mumbai, totally admeasuring about 747.26 Sq. Yards equivalent to 624.80 sq. meters or thereabouts along with the structures then standing thereon situated at village Malad, Taluka Borivali and in the Registration District and Sub - District of Mumbai City and Mumbai Suburban, hereinafter referred to as "Project land" for the sake of brevity and the said land and the building thereupon shall be herein after referred to as 'the said property' for the sake of brevity;

B. By virtue of an Agreement for Sale executed on 11/09/1969 between Mrs. Kulsumbai Badruddin Maladwala, the Vendor therein and Mrs. Rehana Imamuddin Nensay, the Purchasers therein, the Vendor therein agreed to sell and the Purchasers therein agreed to purchase the said land for the consideration and on the terms and conditions contained therein.

C. By virtue of another Agreement executed on 20/01/1970 the said Mrs. Rehana Imamuddin Nensay in turn agreed to sell the said land along with her right, title & interest in the said land to Mr. R. H. Lobo, for the consideration and on the terms and conditions contained therein; That the said Mr. R. H. Lobo acted as a Chief Developer of the present society i.e. SHRI JAYSUKH CO-OPERATIVE HOUSING SOCIETY LIMITED.

D. The said society was so formed through the said Developer/s and the same was caused to be registered under No. BOM/HSG/2323 of 5th March 1970 with the Office of the Asst. Registrar for Co-operative Societies under the provisions of the Maharashtra Co-operative Societies Act 1960.

Further by an Indenture dated 18/03/1970 made and executed by and between the said Mrs. Kulsumbai Badruddin Maladwala therein referred to as 'the Vendor', Mrs. Rehana Imamuddin Nensay therein referred to as 'the First Confirming Party', Mr. R. H. Lobo (Chief Developer of the present society i.e. SHRI JAY-SUKH CO-OPERATIVE HOUSING SOCIETY LIMITED) therein referred to as 'the Second Confirming Party' and SHRI JAY-SUKH CO-OPERATIVE HOUSING SOCIETY LIMITED, therein referred to as 'the Purchasers' whereby the Vendor sold and conveyed the said land along with all the structure/s appurtenant to it and also along with the benefits arising out of the same to and in the favour of the Society for the consideration and on the terms and conditions contained therein.

Further, the said society wished to construct a building upon the said land and cause to allot the respective flats to its bona-fide members.



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However, in order to meet the expenses and the cost of the construction of the said proposed building, the said society availed finance from THE MAHARASHTRA CO-OPERATIVE HOUSING FINANCE SOCIETY LIMITED and that in turn the society mortgaged the said land to the finance company under an Indenture of Mortgage dated 22/08/1970.

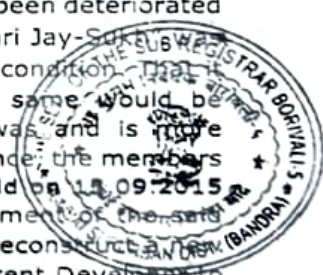
G. That the said society repaid the entire loan/ finance availed from the above said Bank/ Finance Company and that the said Finance Company executed another Indenture (of Re- Conveyance/ Termination of Mortgage) dated 28/12/1992 where under the said Company forever discharged the said society from the said Mortgage and unmarked their lien thereby making the said land free from such encumbrances.

H. In the premise aforesaid, the said Shri Jay-Sukh Society is absolutely entitled to and seized and possessed of the said Property. The existing building known as "Shri Jay-Sukh" standing on the said Property is consisting of ground plus three + Part four upper floors having 18 residential flats, which are occupied by 18 members in the said Society on what is popularly known as "Ownership Basis".

I. The Society herein has been managing the affairs of the said building in accordance with provision of Maharashtra Co-operative Societies Act, 1960 and Rules hereunder and is entitled to the said property on which the said building "Shri Jay-Sukh Co-Op Housing society Ltd." is constructed.

J. That the said building in general and the R.C.C. framework in particular are in a weak condition and, over the years, have been showing signs of stress. Presently the building is about 50 years old and with each passing year, the condition of the RCC framework has been deteriorated and dangerous for residence. The said Building of "Shri Jay-Sukh" completed in the year 1970 and being now in a weak condition was also assessed that the cost of repairs of the same would be exorbitant and hence, going for re- development was and is more feasible than going for repairs of the said buildings. Hence, the members unanimously, In the Special General Body Meeting held on 13.09.2015 decided and resolved to proceed for the re- development of the said property and to demolish the existing building/s and reconstruct a new building/ s on the said property by selecting a competent Developer to carry out the same and grant a new flat to each of the existing members of the society and to sell and deal with the balance constructed area in the form of residential flats/ shops/ commercial/ office premises for consideration as the Developer may deem fit and proper from the prospective purchasers of the same.

K. AND WHEREAS it was further unanimously decided and agreed by majority of/ all the members that the existing building be demolished,



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so as to avail the full benefit of plot development potentiality by use of the FSI of the land/property with benefit of TDR to be acquired and purchased from open market along with the fungible FSI benefit or such compensatory FSI benefit that may be sanctioned and approved by MCGM and to do and perform various acts, deeds, things and matters for effectual development/re-development of the said property;

L. In pursuance of the said decision of the Managing Committee and the members in the General Meeting of the Society held for the purpose, the society invited Proposals from different Developers for re-development of "the said property" by demolishing the existing buildings and constructing new building/s by utilizing and consuming 1: 1 FSI is the base FSI plus 0.5% is the premium FSI plus 0.70% as TDR allowable as road width of 13.40 Meters which equal to 2.2 FSI of the net plot area available on ground. Add 35% fungible FSI on the same as per the prevailing 2034 DCPR. Hence total permissible FSI with fungible on net plot area is 2.97.

M. The Managing Committee, on behalf of the Society, in response to their Public Notice published on 09.11.2018 in local dailies.

N. Pursuant to the same the said society received some offers from different developers and the same were checked by the society. After per inquiry the society shortlisted the Developers i.e. M/s. Sai Siddhi Developers & Developers as Developers for the proposed re- development of the said property after consideration of the Offer dated 16.12.2017 submitted by them to the society which was further clarified, revised and confirmed vide Revised Offer Letter dated 19.12.2017. The Developers were shortlisted in the Special General Body Meeting held on 27.01.2018.



O. The said Society had followed the procedure prescribed for selecting the Developer as set out in Circular issued by the Government of Maharashtra dated 3rd January 2009.

P. As per the agreement referred herein-above, the Developers are required to provide 18 constructed residential tenements to the said society and subject thereto shall have the exclusive right to sell and dispose-off the remaining premises (flats/ shops/ commercial/ Office premises and/or the entire remaining F.S.I. relating to the said property) as well as allot the parking spaces coming to the share of the Developers at their own will and discretion.

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Q. The said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] Project, comprising Twenty storeyed apartment Building/s and residential/ commercial premises and the said project shall be known as 'SHRI JAY-SUKH CO-OPERATIVE

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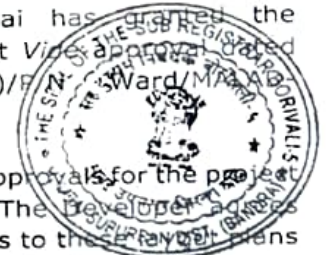
HOUSING SOCIETY LIMITED' ("Project"). The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said Land on which Project is to be constructed have been completed.

AND WHEREAS in the premises aforesaid, the society has agreed to permit and allow the Developers herein to undertake the redevelopment of the said property, in accordance with the prevailing Development Control Regulations for Greater Mumbai DCPR 2034 as amended time to time. On the mutually terms and conditions, which are mutually agreed upon, confirmed and as recorded hereinafter, the said Development agreement dated 19/11/2021 document registered on Borivali no BRL-5-9488-2020 registration dated 19/11/2020 in respect of SHRI JAY-SUKH CHS LTD and Power of Attorney is registered on Borivali BRL-5-9489-2020 registration dated 19/11/2020 in favour of the developer herein.

AND WHEREAS AT THE INSTRUCTION OF THE DEVELOPER ADVOCATE Mandar V. Koparkar have issued their Title Certificate dated 05/12/2020 an annexed herein.

AND WHEREAS the Developer have appointed Architect registered with the council of Architect and have also appointed Structural Engineer structural and building drawings and specification of the building to be constructed on the same property and purchaser /s' accept/s the professional supervision of the said architect structural Engineer till completion of the building.

- R. The Municipal Corporation of Greater Mumbai has granted the commencement certificate to develop the project vide approval dated 11/05/2021 bearing no. P-6066/2020/(44)/R/W/CC/1/New;
- S. The Developer has obtained the final layout plan approvals for the project from Municipal Corporation of Greater Mumbai. The Developer agrees and undertakes that it shall not make any changes to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- T. The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory at Mumbai on 29.05.2021 under registration No. P51800029448;
- U. The ALLOTTEES/ PURCHASERS had applied for a Flat in the Project vide paying total Booking amount of Rs. 5,00,000/- (Rupees Five Lakh Only) paid by one cheques i.e. paid by MR. BABULAL NARAYN GHANCHI vide Cheque dated 21/02/2023, bearing cheque no. 762499,



29.05.2021 Under		
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Rupees Five Lakh		

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drawn on Bank of Maharashtra and pursuant to which the Allottees (Purchasers) has been allotted **Flat No. 1602** having **Rera carpet area of 41.81 square mtr./ 450 sq. feet, on 16th floor** and along with one Mechanical car parking space in tower parking of the building. The ALLOTTEES/ PURCHASERS has issued other payment by Post Dated



amount of **Rs. 10,00,000/- (Rupees Twenty Lakh only)** by **BABULAL NARAYAN GHANGHIVIDE** Cheque dated bearing cheque no.762501, drawn on Bank of Maharashtra to the Developers.

Location and Address : **SHRI JAY-SUKH CO-OPERATIVE HOUSING SOCIETY** situated on all that piece or parcel of land bearing Survey No. 5A (Part), being Plot No. 89 of Liberty Garden Housing Colony Private Scheme No. 1 lying, being and situate at Mamlatdar Wadi Road, village Malad (S), Malad (West), Mumbai -400064, bearing CTS No. 44

Breakup of Taxes and other charges :		
Flat		Flat No. - 1602
Floor		16th FLOOR
Rera Carpet Area Sq. ft as per Rera Act (Maharashtra)		Rera carpet area of 41.81 square mtr./ 450 sq. Feet
Consideration Amount	INR	Rs. 75,00,000/-
Payment Before Registration :	INR	Rs. 15,00,000/-
Stamp Duty 6%	INR	Rs. 4,50,000/-
Registration Charge	INR	Rs. 30,000/-
Balance amount		Shall be paid in the stage wise manner as per the Payment schedule 'C' annexed hereto by Banker's cheque after the disbursement of loan to be availed by the ALLOTTEES/ PURCHASERS. Payment shall be released within 7 days after issuing the Demand Letter From Developer, delaying in payment will attract the 24% annual interest on demanded amount.
At or before the time of Possession:	INR	Rs. 7,50,000/- (AS PER PAYMENT SCHEDULE 'C')
Share Money and Application Fees *	INR	1000/-
Formation of Registration of Society		NA

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V. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations details herein;

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- W. The parties hereby confirm that they are signing the agreement with full knowledge of all the laws, rules, regulations, notification, etc., applicable to the project;
- X. The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Developer hereby agrees to sell and the ALLOTTEES/ PURCHASERS hereby agrees to purchase the apartment **Flat No. 1602**, on the **16th Floor**.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the ALLOTTEES/ PURCHASERS and the ALLOTTEES/ PURCHASERS hereby agreed to purchase the Flat specified in Para U;
- 1.2 The total price for the apartment / flat based on the Rera carpet area is **Rs. 75,00,000/- (Rupees Seventy Five Lakhs only)** ("Total Consideration- "):

Location address : **SHRI JAY-SUKH CO-OPERATIVE HOUSING SOCIETY LIMITED** situated on all that piece or parcel of land bearing Survey No. 5A (Part), being Plot No. 89 of Liberty Garden Housing Colony Private Scheme No. 1 lying, being and situate at Mamlatdar Wadi Road, village Malad (S), Malad (West), Mumbai, bearing CTS No. 44

Fiat No.- 1602
Type- Residential Flat, Floor- 16th FLOOR

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- (i) The price above includes Flat value the booking amount paid by the ALLOTTEES/ PURCHASERS to the Developer towards the Flat other like Stamp duty and Registration charges will be paid and born by the Developer. GST 5% will be additional and shall be paid by separate cheque.
- (ii) The Total Price above includes Taxes (Consisting of tax paid except GST 5% or payable by the Developer by way of stamp duty and registration charges, Cess or any other similar taxes which may be levied, in

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connection with the construction of the Project payable by the Developer) up to date of handing over the possession of the flat/ shop / commercial premises provided that in case there is any change/modification in the taxes, the subsequent amount payable by the ALLOTTEES/ PURCHASERS to the Developer shall be increased/reduced based on such change/modification.

(iii) The Developer shall periodically intimate to the ALLOTTEES/ PURCHASERS, the amount payable as stated in (i) above and the ALLOTTEES/ PURCHASERS shall make payment within 30 (THIRTY) day's from the date of such written intimation. In addition, the Developer shall provide to the ALLOTTEES/ PURCHASERS the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) Allotment of one Mechanical car parking space in tower parking.

1.3 The Total Price is escalation-free, save and expect increase which the ALLOTTEES/ PURCHASERS hereby agrees to pay, due to increase on account of development charges payable to the competent authority or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the ALLOTTEES/ PURCHASERS for increase in development charges, cost / charges levied by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the ALLOTTEES/ PURCHASERS, which shall only be applicable on subsequent payments.

1.4 The ALLOTTEES/ PURCHASERS shall make the payment as per the payment plan set out in **schedule C ("Payment Plan")**

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Agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans, and specifications and the nature of fixtures, fitting and amenities described therein in respect of the apartment, plot or building affecting the built up area / FSI , as the case may be without the previous written consent of the ALLOTTEES/ PURCHASERS (if required), provided that the Developer may make such minor additions or alterations as may be required by the ALLOTTEES/ PURCHASERS, or such minor changes or alterations as per the provisions of the Act.



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1.7 The Developer shall confirm the final RERA carpet area that has been allotted to the ALLOTTEES/ PURCHASERS after the construction of the building is completed and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the Defined limit 3% (allowable construction error), then Developer shall refund the excess money paid by ALLOTTEES/ PURCHASERS within forty-five days with without any interest from the date when such an excess amount was paid by the ALLOTTEES/ PURCHASERS. If there is an increase in the carpet area allotted to ALLOTTEES/ PURCHASERS, the Developer shall demand that from the ALLOTTEES/ PURCHASERS as per the next milestone of the payment Plan.

1.8 Subject to Clause 9.3 the Developer agrees and acknowledges, the ALLOTTEES/ PURCHASERS shall have the right to the flat/ shop / commercial premises as mentioned below:

i. The ALLOTTEES/ PURCHASERS shall have exclusive ownership of the flat/ shop / commercial premises, upon making all the agreed payments, as and when demanded by the developer;

ii. The ALLOTTEES/ PURCHASERS shall also have undivided proportionate share in the common Areas. Since the share/ interest of ALLOTTEES/ PURCHASERS in the common Area is undivided and cannot be divided or separated, the ALLOTTEES/ PURCHASERS shall use the common Area along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the ALLOTTEES/ PURCHASERS to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of the ALLOTTEES/ PURCHASERS as provided in the Act;

iii. That the computation of the price of the flat/ shop / commercial premises includes recovery of price of land, construction of [not only the Apartment but also] the internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the project.

1.9 It is made clear by the Developer and the ALLOTTEES/ PURCHASERS agrees that the flat/ shop / commercial premises shall be treated as a single indivisible/individual unit for all purpose. It is agreed that the project is an independent, self-contained Project covering the said Land

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and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of the infrastructure for the benefits of the ALLOTTEES/ PURCHASERS. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the ALLOTTEES/ PURCHASERS of the Project.

1.10 It is understood by the ALLOTTEES/ PURCHASERS that all other areas and i.e. areas and facilities falling outside the Project, namely SHRI JAYSUKH CO-OPERATIVE HOUSING SOCIETY LIMITED shall not form a part of the declaration to be filed with MCGM to be filed in accordance with the DCPR 2034.

1.11 The Developer agrees to pay all outgoing before transferring the physical possession of the apartment to the ALLOTTEES/ PURCHASERS, which it has collected from the ALLOTTEES/ PURCHASERS, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgage or the encumbrances and such other liabilities payable to competent authorities, bank / financial institutions, which are related to the project). If the Developer fails to pay all or any outgoing collected by it from the ALLOTTEES/ PURCHASERS or liability, mortgage loan and interest thereon before transferring the apartment to the ALLOTTEES/ PURCHASERS, the Developer agrees to be liable, even after transfer of the property, to pay such outgoing and charges, if any, to the authority or persons to whom they are liable and be liable for the cost of any legal proceedings which, may be taken therefore by such authority or person.



1.12 The ALLOTTEES/ PURCHASERS has paid a sum of Rs. 5,00,000/- (Rupees Five Lakh only) as booking amount being part payment towards the total price of the flat/ shop / commercial premises at the time of application the receipt of which the Developer hereby acknowledges and the ALLOTTEES/ PURCHASERS hereby agrees to pay the remaining price of the flat/ commercial premises as prescribed in the payment plan as may be demanded by the Developer within the time and in the manner specified therein: Provided that if the ALLOTTEES/ PURCHASERS delays in payment towards any amount which is payable, he / she shall be liable to pay interest at the rate specified in the Rules.

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ALLOTTEES/ PURCHASERS shall not have any claim or right on, any part of the said Property and to any part or parts of the said Building other than the said Flat / shop / Commercial Premises allotted to you. All open spaces, lobbies, staircases, terraces and any other common area in the property shall remain our property till whole property is assigned and handed over to the Society and or Apex Body as the case may be as

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here in mentioned, but subject to the rights, reservations, covenants and easements in our favour as may be provided. ALLOTTEES/ PURCHASERS have no / any legal rights on part terraces created in the building and allottee cannot claim the same after possession and perpetually.

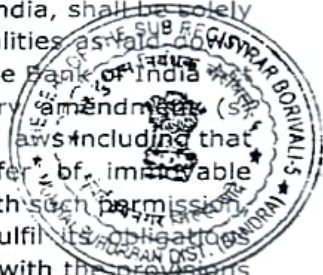
1.14 The ALLOTTEES/ PURCHASERS shall agree and accept to all resolutions passed by the existing society committee till Possession of the flat / shop / commercial premises to him. The ALLOTTEES/ PURCHASERS will not raise any objection or refusal to any previous resolutions passed by the existing society committee.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the ALLOTTEES/ PURCHASERS shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the payment plan through A/C payee Cheque/demand draft or online payment (as applicable) in favour of 'SAI SIDDHI B and D - SJS CHS - RERA ACT' payable at.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The ALLOTTEES/ PURCHASERS, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permissions approvals which would enable the Developer to fulfil its obligation under this Agreement, shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The ALLOTTEES/ PURCHASERS understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.



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3.2 The Developer accepts no responsibility in this regard. The ALLOTTEES/ PURCHASERS shall keep the Developer fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the ALLOTTEES/ PURCHASERS subsequent to the signing of the Agreement, it shall be sole responsibility of the ALLOTTEES/ PURCHASERS to intimate the same in writing to the Developer

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Immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any ALLOTTEES/ PURCHASERS and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the ALLOTTEES/ PURCHASERS only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**
The ALLOTTEES/ PURCHASERS authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the ALLOTTEES/ PURCHASERS undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. **TIME IS ESSENCE**
Time is of essence for the Developer as well as the ALLOTTEES/ PURCHASERS. The Developer shall abide by the time schedule for completing the project and handing over the flat/ commercial premises to the ALLOTTEES/ PURCHASERS and the common area to the association of the ALLOTTEES/ PURCHASERS after receiving the occupancy certificate, as the case may be. Similarly, the ALLOTTEES/ PURCHASERS shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by Developer as provided in **Schedule C ("Payment plan")**.

CONSTRUCTION OF THE PROJECT/APARTMENT



ALLOTTEES/ PURCHASERS has seen the specifications of the flat/ commercial premises and accepted the payment plan, floor plan, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the project in accordance with the said plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FSI and density norms and provisions prescribed by the MCGM Act and the DCR and shall not have an option to make any variation/alteration/modification in such plan, other than in the manner provided under the Act.

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POSSESSION OF THE APARTMENT
Schedule for possession of the said flat/ shop / commercial premises: The Developer agrees and understands that timely delivery of possession of the flat/ commercial premises is the essence of the

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Agreement. The Developer, based on the approved plans and specifications assures to hand over possession of the flat/ shop / commercial premises as per date mentioned in, unless there is delay or failure due to war, flood drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the ALLOTTEES/ PURCHASERS agrees that the Developer shall be entitled to the extension of time for delivery of possession of the flat/ shop / commercial premises, provided that such Force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The ALLOTTEES/ PURCHASERS agrees and confirm that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the ALLOTTEES/ PURCHASERS the amount as per RERA bylaws received by the Developer from the allotment within 45days from that date. After refund of the money with agreeable simple interest, paid by the ALLOTTEES/ PURCHASERS, ALLOTTEES/ PURCHASERS agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharges from all its obligations and liabilities under this Agreement.



7.2 DATE OF PROJECT COMPLETION (HANDING OVER OF POSSESSION):

The Developer has proposed the date of completion of the project and thereby to handover the possession of the said flat **Completion date as mentioned in RERA**), which has been declared on the web-page of the said Project on website of MahaRERA.(available at <https://maharera.mahaonline.gov.in>) and the said completion / possession date shall be applicable subject to following circumstances and condition:

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- i) Whereas the Developer has prepared a Tentative Stage-wise Completion Schedule, to oblige the Section 11 (3)(b) and Section 12 (2), accordingly, the Developer shall put forth all its endeavour to complete the project by **31st December, 2024 (Early Date)**, which the ALLOTTEES/ PURCHASERS have understood and amicably agreed to consider the Early Date of possession and that the said Early Date of possession shall be a genuine gesture in good faith of the Developer, which shall be subject to all circumstances equitably lined-up in accordance with the project execution planning of the Developer.

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With respect to the said Early Date of Completion / Possession, it has been specifically clarified by the Developer to the ALLOTTEES/ PURCHASERS that the said Early date of Project completion / Possession, shall be applicable and considered as valid only under the regular course, normal situation, stable norms and/or favourably standard circumstances by deliberating the following, but not limited to, factors, which might be delaying, affecting, retarding, restricting, preventing, whatsoever in nature, the progress of construction work of the Project;

- i) that no obstacle due to any 'force majeure', including but not limited to, Earthquake, Flood, Fire, Draught, Cyclone and/or any such Natural Calamity as an act of God.
- ii) that no situation of any war and/or civil commotion take place
- iii) That all statutory permissions from all competent authorities are granted in time.



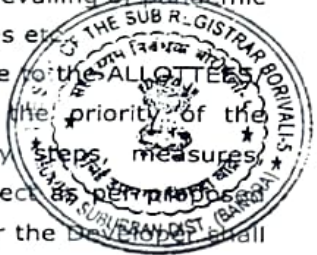
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- That no new policy / rule or any notice, order, notification is received from the Developer from any of the plan passing local/civic body, Aviation, Environment, Judicial Court and/or any governing / competent authority, declaring new changes in development regulations, infrastructural layout changes, enforced stay, stop-work notice and/or imposing exorbitant charges / premiums / fees / cess / taxes etc., that are adversely affecting the progress, feasibility, viability and/or estimated costs / budget of the project, which had not been conceived at the time of commencement of the project that no new policy / rule etc. are introduced by any of the governing competent authority, for which the Developer are being deprived from the privilege / benefit, which ought to have been passed-on to the Developer at the time of conceptualisation of the Project.
- vi) That all types of required Building / Construction Materials are available in time and no abrupt price escalation is taking place for any building / construction material.
 - vii) That all types of required Skilled Labours are available in time within estimated and budgeted costs.
 - viii) that all types of required technical and/or mechanical services are available in time within estimated and budgeted costs

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- (x) that no any shortage or supply of required labours, technical mechanical services and/or building materials, are taking place due to strike or 'BUNDH' called upon by any political party, any association of persons and/or due to any riots or occurrence of likewise situations.
- x) that no any shortage or supply of required labours, technical mechanical services and/or building materials, are taking place due to any lockdown consequent to spreading / prevailing of pandemic of COVID-19 and/or likewise other fatal viruses etc.
- xi) Further, the Developer expressly communicate to the ALLOTTEES PURCHASERS / Purchaser that it shall be the priority of the Developer to take / consider all necessary steps, measures, remedies and/or efforts to complete the project as per proposed tentative stage-wise time schedule and further the Developer shall try to obtain the Occupation Certificate by the Early Date of Completion / Possession and there shall not be any wilful default on the part of the Developer so as to wilfully delay the construction work of the Project.



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The Developer specifically intimate and communicate to the ALLOTTEES/ PURCHASERS / Purchaser that the ALLOTTEES/ PURCHASERS / Purchaser shall not consider the said Early Date of completion / possession as deceptive and in any given circumstances, no demand and/or claim of the ALLOTTEES/ PURCHASERS / Purchaser for the interest on paid amount and/or any form of other compensation, whatsoever in nature, shall be entertained by the Developer till the said Final Completion Date of project completion or any later date and as might be extended by the MahaRERA, under section 6 of Real Estate (Regulation and Development) Act, 2016 w.r.t. Rule 7 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, upto one or more years beyond the declared Final Completion Date.

7.3 Procedure for taking possession - The Developer, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the flat/ shop / commercial premises,

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to the ALLOTTEES/ PURCHASERS in terms of this Agreement to be taken within 1(One months from the date of issue of the such notice and the Developer shall give possession of the flat/ shop / commercial premises to the ALLOTTEES/ PURCHASERS. The Developer agrees and undertakes to indemnify the ALLOTTEES/ PURCHASERS in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developers. The ALLOTTEES/ PURCHASERS agree(s) to pay the maintenance charges as determined by the Developer/association of ALLOTTEES/ PURCHASERSs, as the case may be, The Developer on its behalf shall offer the possession to the ALLOTTEES/ PURCHASERS in the writing within 7 (seven) days of receiving the occupancy certificate* of the Project.

7.4 Failure of ALLOTTEES/ PURCHASERS to take possession of flat/ commercial premises: Upon receiving a written intimation from the Developer as per clause 7.2, the ALLOTTEES/ PURCHASERS shall take possession of the flat/ commercial premises from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer of flat/ commercial premises to the ALLOTTEES/ PURCHASERS. In case ALLOTTEES/ PURCHASERS fails to take possession within the time provided in clause 7.3, such ALLOTTEES/ PURCHASERS shall continue liable to pay maintenance charges as applicable.



7.5 Possession by the ALLOTTEES/ PURCHASERS – After obtaining the occupancy certificate* and handing over physical possession of the flat/ commercial premises to the ALLOTTEES/ PURCHASERS, it shall be the responsibility of the Developer to handover the necessary documents and plans, including common areas, to the association of the ALLOTTEES/ PURCHASERS, as the case may be, as per the local laws.

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Cancellation by ALLOTTEES/ PURCHASERS-The ALLOTTEES/ PURCHASERS shall have the right to cancel/withdraw his allotment in the Project as provided in the Act and the refund of the payment made by the ALLOTTEES/ PURCHASERS shall be as per the Refund Policy, as described hereunder:

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REFUND POLICY:

i. The ALLOTTEES/ PURCHASERS herein specifically agree that in the event of cancellation / termination of Sale deal of the said flat, the ALLOTTEES/ PURCHASERS shall co-operate with the Developer in the matter of refund of the amount paid to the Developer, in consideration of the following TWO scenarios:

a) **In the event of termination of the Sale Deal / Agreement by the Developer, consequent to breach of any term / condition by the ALLOTTEES/ PURCHASERS:**

An amount as per Rera rules and regulations 'Agreed Value Consideration' shall be forfeited towards 'Documentation and Facilitation Charges' from the amount paid by the ALLOTTEES/ PURCHASERS to the Developer. The Developer shall return the remainder amount, if any, out of the total realised sum of the ALLOTTEES/ PURCHASERS (for brevity sake referred as 'remainder amount'), in the specific manner described in term / condition No. 1.1 written herein.

b) **In the event of voluntary cancellation of booking by the ALLOTTEES/ PURCHASERS, for the reason other than delayed possession:**

An amount as per Rera rules and regulations 'Agreed Value Consideration' shall be forfeited towards 'Documentation and Facilitation Charges' from the amount paid by the ALLOTTEES/ PURCHASERS to the Developer. The Developer shall return the remainder amount, if any, out of the total realised sum of the ALLOTTEES/ PURCHASERS (for brevity sake referred as 'remainder amount'), in the specific manner described in term / condition No. 1.1 written herein below.



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The Developer categorically communicate and convey to the ALLOTTEES/ PURCHASERS that upon inception of RERA, the withdrawal of amount of Sales Proceedings (receipts from the ALLOTTEES/ PURCHASERS) has been defined under Section 4 (2) (i) (d) of Real Estate (Regulation & Development) Act, 2016 and mandatory obligations of under Rule 5 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, w.r.t. Clause 4 of 'Affidavit cum

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no objection, if the said remainder amount returned by the Developer to the Allottees / Purchasers in following standard process:

- a) In any of the above given two scenarios, if the 'Agreement for Sale' between Developer and the ALLOTTEES/ PURCHASERS, has been registered with competent authority, then before making payment towards remainder amount to the ALLOTTEES/ PURCHASERS, a 'Deed of Cancellation' shall necessarily be executed and duly registered by the ALLOTTEES/ PURCHASERS. In the circumstances of the deal between both parties, which has been supported by 'Letter of Allotment', then a confirmation for cancellation of the deal from the ALLOTTEES/ PURCHASERS shall be essentially required to enable the Developer to release the amount of remainder.
- b) It is further agreed by the ALLOTTEES/ PURCHASERS to evident that the ALLOTTEES/ PURCHASERS has not availed any Loan / Finance by way of mortgaging the said Flat/ shop/ commercial premises, all the original documents, issued by the Developer, especially the original Agreement for Sale or original Allotment Letter and original receipts for payment of instalments, shall be returned back to the Developer in intact condition. If the ALLOTTEES/ PURCHASERS is not able to return the said original documents, then at the costs and expenses of the ALLOTTEES/ PURCHASERS, the Developer shall publish notice of cancellation of deal and complete all other formalities of cancellation and follow other procedure of legal documentations.
- c) Upon fulfilling and completing the above said formalities of documentation for cancellation, the Developer shall return the thirty percent (30%) of the remainder (paid) amount to the ALLOTTEES/ PURCHASERS within thirty (30) days, as specified under Section 18 (2) of RERA.
- d) The balance 70% of paid amount, shall be returned by the Developer to the ALLOTTEES/ PURCHASERS, on pro-rata basis of the amounts received from next sale proceeds of the said **Flat No. 1602**.
- e) and immediately upon realisation of the received amount from the prospective (next) ALLOTTEES/ PURCHASERS, ensuing next fresh sale of the said flat.



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The ALLOTTEES/ PURCHASERS hereby categorically and expressly agree with above narrated specified terms and condition of 'Refund Policy' of the Developer.

7.7 Compensation-

The Developer shall compensate the ALLOTTEES/ PURCHASERS in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of the Force Majeure event, if the Developer fails to complete or is unable to give possession of the flat/ commercial premises (i) in accordance with the term of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; The Developer shall be liable, on demand to the ALLOTTEES/ PURCHASERS, in case the ALLOTTEES/ PURCHASERS, in case the ALLOTTEES/ PURCHASERS wish to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the flat/ commercial premises, without interest.



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REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the ALLOTTEES/ PURCHASERS as follows:

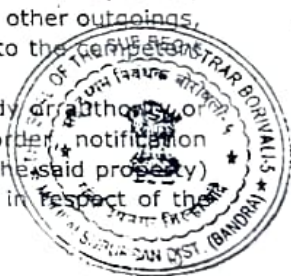
- (i) The Developer has absolute, clear and marketable title with respect to the said sale component; the requisite rights to carry out development upon the said land and absolute, actual, physical possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any court of law with respect to the said Land, Project or the flat/ commercial premises;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and flat/ commercial premises are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain

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- to be compliance with all applicable laws in relation to the project, said Land, Building and flat/ commercial premises and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEES/ PURCHASERS created herein, may prejudicially be affected;
 - (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the project and the said flat/ commercial premises which will, in any manner, affect the rights of ALLOTTEES/ PURCHASERS under this Agreement;
 - (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said flat/ commercial premises to the ALLOTTEES/ PURCHASERS in the manner contemplated in this agreement;
 - (ix) At the time of execution of the hand over documents the Developer shall handover lawful, vacant, peaceful, physical possession of the flat/ commercial premises to the ALLOTTEES/ PURCHASERS and the common areas to the Association of the ALLOTTEES/ PURCHASERS.
 - (x) The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property;
 - (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authorities;
 - (xii) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project.



9. EVENT OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force majeure clause, the Developer shall be considered under a condition of Defaults, in the following events:

- (i) Developers fail to provide ready to move in possession of the flat/ shop / commercial premises to the ALLOTTEES/ PURCHASERS within the time periods specified in Rera. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.



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SCHEDULE 'A'-SCHEDULE OF PROPERTY UNDER DEAL

Flat No. 1602, admeasuring Rera carpet area of 41.81 square mtr./ 450 sq. Feet, on the 16th floor and along with one Mechanical car parking space in tower parking in **SHRI JAY-SUKH CO-OPERATIVE HOUSING SOCIETY LIMITED** situated on all that piece or parcel of land bearing Survey No. 5A (Part), being Plot No. 89 of Liberty Garden Housing Colony Private Scheme No. 1 lying, being and situate at Mamlatdar Wadi Road, village Malad (S), Malad (West), Mumbai - 400064, bearing CTS No. 44 totally admeasuring about 747.26 Sq. Yards equivalent to 625.46 sq. meters or thereabouts along with the structures then standing thereon situated at village Malad, Taluka Borivali and in the Registration District and Sub - District of Mumbai City and Mumbai Suburban along with the constructed building on the said land i.e. SHRI JAY-SUKH CO-OPERATIVE HOUSING SOCIETY LIMITED.

Along With Boundaries in All Four Directions as follow:

On or towards East : CTS No. 43 , 46 & 47

On or towards West : 13.40 Meter wide road

On or towards South : CTS No. 42

On or towards North : CTS No. 45

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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Mumbai in the presence of attesting witness, signing as such on the day first above written. The Act and the Rules Regulations made there under.

SIGNED SEALED AND DELIVERED
by the Withinnamed "THE DEVELOPERS"
M/s. SAI SIDDHI BUILDERS & DEVELOPERS
Through its authorized Partners
Haresh Shantilal Patel

Haresh Patel
[Fingerprint]



Nilesh Laxman Gadekar

Nilesh Gadekar
[Fingerprint]



in the presence of
1. *Agar*

2. *Mate*

SIGNED SEALED AND DELIVERED
by the Within named "THE ALLOTTEES/PURCHASERS"
1) **BABULAL NARAYAN GHANCHI**

Babulal
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2) **MEENA NARAYAN GHANCHI**
in the presence of

Meena

1. *Agar*

2. *Mate*



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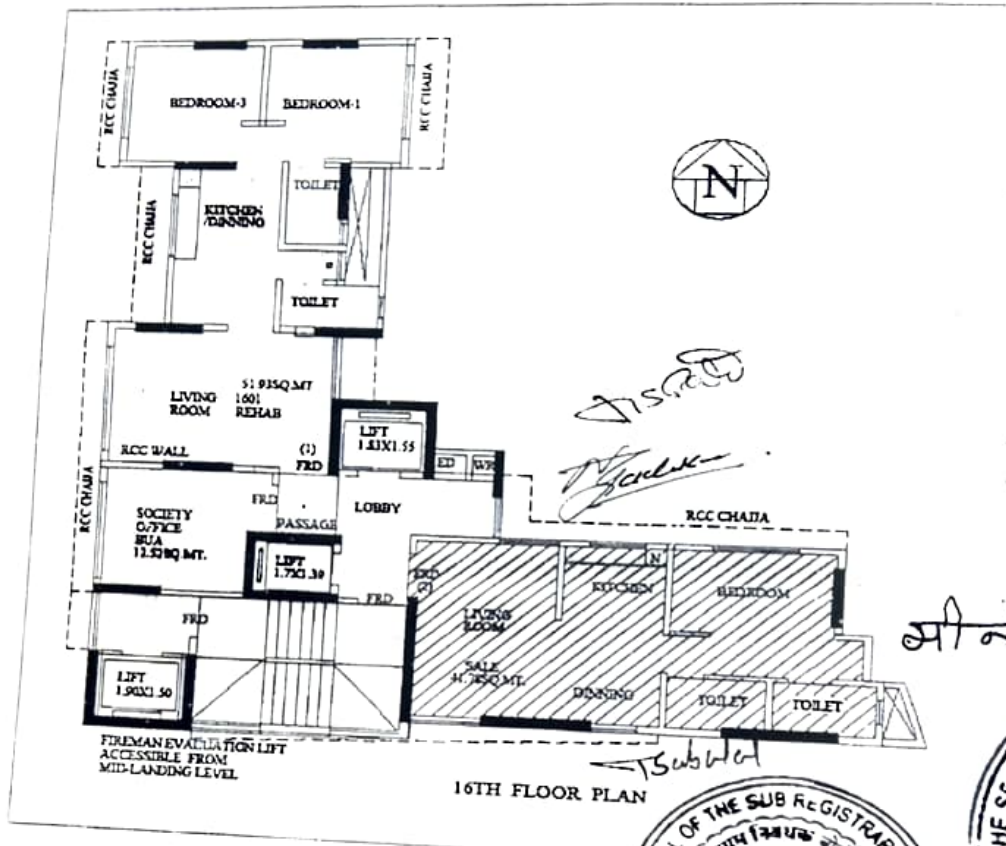
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Signature o

Place:

Date:

SCHEDULE 'B' - Floor Plan of the Apartment



16TH FLOOR PLAN

FLAT NO: 1602, 16TH FLOOR PLAN



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**PAYMENT SCHEDULE 'C' - Payment Plan for the ALLOTTEES/
PURCHASERS**

PAYMENT SCHEDULE-'C'

PAYMENT SCHEDULE FOR RESIDENTIAL FLAT No 1602			
MR. BABULAL NARAYAN GHANCHI & MRS. MEENA NARAYAN GHACHI			7500000
SR.N O	STAGES OF PAYMENT	RELEASE %	AMOUNT IN INR
1	BOOKING AMOUNT	10	750000
2	RERA NO & PLINTH C.C PERMISSION	-	0
3	PLINTH COMPLETION	-	0
4	Slab - 1	10	750000
5	Slab -2	5	375000
6	Slab -3	2.5	187500
7	Slab -4	2.5	187500
8	Slab -5	2.5	187500
9	Slab -6	2.5	187500
10	Slab -7	2.5	187500
11	Slab -8	2.5	187500
12	Slab -9	2.5	187500
13	Slab -10	2.5	187500
14	Slab -11	2.5	187500
15	Slab -12	2.5	187500
16	Slab -13	2.5	187500
17	Slab -14	2.5	187500
18	Slab -15	2.5	187500
19	Slab -16	2.5	187500
20	Slab -17	2.5	187500
21	Slab -18	2.5	187500
22	Slab -19	2.5	187500
23	Slab -20	2.5	187500
24	Terrace Slab	5	375000
25	Brickwork	5	375000
26	plaster external and internal	5	375000
27	flooring	5	375000
28	possession	10	750000
29	TOTAL	100	7500000



Babulal Ghanchi
Mrs. Meena Ghanchi

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Babulal Ghanchi



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : **P51800029448**

Project: **Shri Jay-Sukh Co-Op. Hsg. Soc. Ltd., Plot Bearing / CTS / Survey / Final Plot No.: Plot No 89, CTS No 44at Borivali, Borivali, Mumbai Suburban, 400064;**

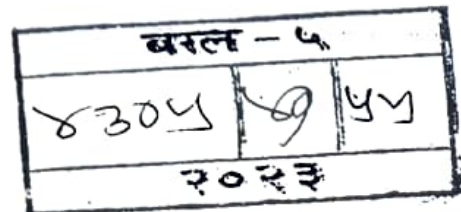
1. **Saisiddhi Builders And Developers** having its registered office / principal place of business at *Tehsil: Borivali, District: Mumbai Suburban, Pin: 400103.*
2. This registration is granted subject to the following conditions, namely:-
 - o The promoter shall enter into an agreement for sale with the allottees;
 - o 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 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;
 - o 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 (l) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by 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.
 - o The Registration shall be valid for a period commencing from **29/05/2021** and ending with **31/12/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - o The promoter shall comply with the provisions of the Act and the rules and regulations made there under.
 - o That the promoter shall take all the pending approvals from the competent authorities
3. 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.



Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabh
(Secretary, MahaRERA)
Date:29-05-2021 11:25:42

Dated: 29/05/2021
Place: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority



MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-6066/2020/(44)/P/N Ward/MALAD-W/FCC/2/Amend

COMMENCEMENT CERTIFICATE

To,
M/S. Sai Siddhi Builders & Developers C.A. to SHRI
JAY-SUKH CHS Ltd.
304, Jayshree Akshay CHS Limited, IC Colony,
Borivali (West), Mumbai 400 092.

Sir,

With reference to your application No. P-6066/2020/(44)/P/N Ward/MALAD-W/FCC/2/Amend Dated. 06 Dec 2020 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 2020 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 44 C.T.S. No. 44 Division / Village / Town Planning Scheme No. MALAD-W situated at Liberty Garden Rd No.3. Road / Street in P/N 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(B.P.)P Ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

